

Invitation for Bid

City of Killeen, Texas
Sealed bids will be received for:

**2016 or Newer Model Vehicles
And Light Trucks
Bid No. 16-16**

**Sealed bids will be received until 2:00
p.m. on 05/02/2016**

Return Bid to:

City of Killeen
Attn: Purchasing Division
207A W. Avenue D
Killeen, Texas 76541

CITY OF KILLEEN
BID # 2016 or Newer Model Vehicles and Light Trucks
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NOTICE TO BIDDERS

BID NO. 16-16
2016 or Newer Model Vehicles and Light Trucks

CITY OF KILLEEN, TEXAS

Notice is hereby given that the City of Killeen will receive sealed bids for ***2016 or Newer Model Vehicles and Light Trucks***, addressed to the City of Killeen, Attn: Purchasing Division, 207A W. Avenue D, Killeen, Texas 76541, until **2:00 p.m. on Monday, May 2, 2016**. At **2:15 p.m. on Monday, May 2, 2016**, the bids shall be publicly opened and read aloud in the City Hall Council Chambers, 101 N. College Street, Killeen, Texas. Bid submissions shall be plainly marked with the name and address of the bidder and **"BID NO. 16-16 2016 Newer Model Vehicles and Light Trucks"**.

No pre-bid conference will be held. **Bid questions** will be accepted until 2:00 p.m. on April 20, 2016, and shall be addressed to RJimenez@killeentexas.gov.

Bidders may download the bid packet from the City's website at: <http://www.killeentexas.gov/purchasing>. then stroll down to "City Bids," also at <https://killeentx.ionwave.net/login.aspx> after registering to be a supplier to the City of Killeen.

The City of Killeen reserves the right to reject any or all bids and waive any irregularities.

CITY OF KILLEEN, TEXAS

Rosalind Graves-Mills, Senior Purchasing Specialist

II. INFORMATION AND INSTRUCTION TO BIDDERS

Bidders:

This is your notice that sealed bids, in duplicate, for **2016 or Newer Model Vehicles and Light Trucks**, subject to the Terms & Conditions of this Invitation for Bids, Terms and Conditions (Appendix A, attached hereto), such other contract provisions, or other data as are attached to the Invitation for Bid (known as the bid packet), will be received at the Purchasing Office, 207A W. Avenue D Killeen, TX, 76541, until **2:00 p.m., on Monday, May 2, 2016**. At **2:15pm on Monday, May 2, 2016**, the bids will be publicly opened and read aloud in the City Hall Council Chambers, City Hall, First Floor, 101 N. College Street, Killeen Texas 76541. In the case of inclement weather or any other unforeseen event causing the City to close for business or delay opening, bids will be received and opened the following business day at the designated time stated herein. For example, if bids are due on Wednesday at 1:00 p.m. and the City is closed on Wednesday for bad weather or an unforeseen event, the bids will be accepted until Thursday, 1:00 p.m. or if bids are due at 1:00 p.m. on Wednesday, but the City delayed opening until 10:00 a.m. on Wednesday due to bad weather or an unforeseen event, then bids will be accepted until Thursday, 1:00 p.m.

Two signed copies of the Invitation for Bids, Appendices A & B, a listing of references, Conflict of Interest Questionnaire, and Local Government Officer Conflicts Disclosure Statement must be submitted prior to the bid opening date and time. All pages must be initialed by bidder where listed. Failure to fully complete any section or initial any page may make the vendor's bid non-responsive.

Bidders shall submit at least three (3) businesses, as references of the proposed unit, with addresses, telephone numbers and contact persons.

Deadline for any questions or requests for clarification must be submitted to the Purchasing, in writing, prior to 2:00pm on April 20, 2016 via email to rjiminez@killeentexas.gov subject line containing bid number and description. There will be no exceptions. All responses to the questions will be sent to all known bidders.

Bids must be plainly marked on the outside of the envelope as follows: **"Bid No. 16-16 2016 or Newer Model Vehicles and Light Trucks**. The City of Killeen reserves the right to reject any or all bids. The City reserves the right to evaluate any proposed equipment prior to bid award.

Bids will be opened at **2:15pm** and read out loud on **Wednesday, May 2, 2016** in the city council chambers located at 101 N. College Street, Killeen TX 76541.

The bids shall be valid for a period of ninety (90) days after the bid opening.

The City does participate in the State of Texas Cooperative Purchasing Program.

Bid price shall be FOB Destination, City of Killeen Fleet Services, 2003 Little Nolan Rd., Killeen, TX 76542, and shall include all fees. Delivery times will be 8:00 a.m. until 2:00 p.m. CST, Monday through Friday, excluding holidays; see Section VIII for holidays & business closure dates.

The bid price per unit shall be firm for twelve months beginning on the date of Council award of bid.

<u>Vehicle</u>	<u>Qty</u>	<u>Make/Model</u>	<u>Bid Price per Unit</u>	<u>Total</u>
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1.	COMPACT SEDAN 4-CYLINDER, FWD, 5 PASSENGERS (Per Appendix B 8.0-8.5 attached)	8	_____	_____	_____
			-	-	-
2.	UTILITY VEHICLE, FULL SIZE, 6/8- CYL, 4-DOOR, RWD (Per Appendix B 9.0-9.5 attached)	5	_____	_____	_____
			-	-	-
3.	Utility Vehicle, Compact 4-CYL, 4- Door, Light Duty, FWD (Per Appendix B 10.0-10.5 attached)	12	_____	_____	_____
			-	-	-
4.	Cargo Van, 4 cylinder, Front wheel Driver 4 Door (Per Appendix B 11.0- 11.5 attached)	1	_____	_____	_____
			-	-	-
5.	FULL SIZE 1/2 TON, CREW CAB PICKUP TRUCK, SINGLE REAR WHEEL, 8-CYL, 5-PASSENGER, LONG BED (Per Appendix B 12.0-12.5 attached)	3	_____	_____	_____
			-	-	-
6.	FULL SIZE 1/2 TON, CREW CAB PICKUP TRUCK, 6 CYL, 6- PASSENGER, SHORT BED (Per Appendix B 13.0-13.5 attached)	3	_____	_____	_____
			-	-	-
7.	FULL SIZE 1/2 TON, REGULAR CAB PICKUP TRUCK, SINGLE REAR WHEEL, 8-CYLINDER, LONG BED (Per Appendix B 14.0-14.5 attached)	2	_____	_____	_____
			-	-	-
8.	FULL SIZE 1/2 TON, EXTENDED CAB PICKUP TRUCK, 6-CYL, 5- PASSENGER, SHORT BED (Per Appendix B 15.0-15.5 attached)	2	_____	_____	_____
			-	-	-
9.	FULL SIZE 1 TON CREW CAB, SINGLE REAR WHEEL, 8-CYL, 6- PASSENGER (Per Appendix B 16.0-16.5 attached)	1	_____	_____	_____
			-	-	-
10	FULL SIZE 1/2 TON, EXTENDED CAB PICKUP TRUCK, 8-CYL, 5- PASSENGER, LONG BED (Per Appendix B 17.0-17.5 attached)	1	_____	_____	_____
			-	-	-

11	FULL SIZE 3/4 TON REGULAR CAB PICKUP TRUCK , LONG BED SINGLE REAR WHEEL, V8 (Per Appendix B 18.0-18.5 attached)	1	_____	_____	_____
			-	-	-
12	MID-SIZE CREW CAB PICKUP TRUCK, SINGLE REAR WHEEL, 5/6-CYLINDER, SHORT BED 1/2 TON 4 FULL DOORS (Per Appendix B 19.0-19.5 attached)	4	_____	_____	_____
			-	-	-
13	PASSENGER VAN, 4/6 CYLINDER, FRONT WHEEL DRIVE, 4 DOOR. (Per Appendix B 20.0-20.5 attached)	1	_____	_____	_____
			-	-	-

Total Price: _____ Estimated delivery time after receipt of order: _____

COMPANY LEGAL NAME: _____

ADDRESS:

SIGNATURE: _____ DATE: _____

PRINT: _____ PHONE: _____

TITLE: _____ FAX: _____

Payment will be made within 30 days of receipt and acceptance of product or service.

The City reserves the right to award the vehicles listed in Appendix B; by vehicle, by vehicle group, or by all or none, if it's in the best interest for the City.

III. CITY OF KILLEEN TERMS AND CONDITIONS

1. General Conditions

Bidders are required to submit their Bid upon the following express conditions:

- (a) Bidders shall make all investigation necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the Bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (b) Unless specifically stated otherwise in the specifications, only new products or equipment will be acceptable.

2. Preparation of Bid

Bid will be prepared in accordance with the following:

- (a) All information required by the Bid shall be furnished. The bidder shall print or type his/her name and manually sign the Bid and each continuation sheet on which an entry is made.
- (b) Unit prices shall be shown and where there is an error in extension of the price, the unit price shall govern.
- (c) Alternate Bids will not be considered unless authorized by the City.
- (d) Proposed delivery time must be shown and shall include weekends and holidays if requested by the City.
- (e) The Owner qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provision of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Contractor or Subcontractors to take advantage of the Owner's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the Owner.

3. Description of Supplies

Any catalog of manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish; otherwise they will be required to furnish the item as specified.

4. Submission of Bid

By submitting your Bid, you acknowledge that the City of Killeen will not accept any Bid, or execute any submitted contract in conjunction with a Bid that requires the City to agree to any of the following:

- Governing law other than the law of the State of Texas

- Venue other than Bell County
 - Mandatory arbitration
 - Artificial limitation of liability
 - Artificial statute of limitation
 - Waiver of trial by jury
- (a) Bid and changes thereto shall be enclosed in a sealed envelope addressed to the Purchasing Office, City of Killeen. The names and address of bidders, the date and hour of the Bid opening and the Bid number shall be placed on the outside of the envelope.
- (b) Bids must be submitted on the forms furnished. Telegraphic Bids will not be considered. However, Bids may be modified by written notice provided such notice is received prior to the time and date set for the Bid opening.
- (c) All Bid documents shall be sealed and submitted no later than the specified date and hour of the Bid opening to:

Delivery Address:
 City of Killeen
 Purchasing Dept.
 207 A West Ave. D
 Killeen, TX 76541

5. Rejection of Bid

- (a) The City may reject a Bid if:
1. The bidder misstates or conceals any material fact in the Bid, or if
 2. The Bid does not strictly conform to law or the requirements of the Bid, or if
 3. The Bid is conditional, except that the Bidder may qualify his Bid for acceptance by the City as an "All or None" basis.
- (b) The City may, however, reject all Bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a Bid unless the Bid has been qualified as provided in section 5(a) 3 above.

6. Withdrawal of Bid

Bid may not be withdrawn for up to ninety (90) days after the time set for the Bid opening, unless otherwise stated in the Bid.

7. Late Bid or Modifications

Bid and modifications received after the time set for the Bid opening will not be considered.

8. Clarification or Objection to Bid Specifications

If any person contemplating submitting a Bid for this contract is in doubt as to the true meaning of the specifications, or other Bid documents, or any part thereof, he may submit to Purchasing, a request for clarification by the deadline established in the Bid. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the Bid, if made, will be made only by an addendum duly issued. A copy of such addendum will be distributed to each person receiving a set of Bid. The City will not be responsible for any other explanation or interpretation of the proposed Bid made or given prior to the award of the

contract. Any objection to the specifications and requirements, as set forth in the Bid documents must be filed in writing with the Purchasing Department by the deadline established in the Bid.

9. Discounts

- (a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business.
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

10. Award of the Contract

- (a) The contract will be awarded to the lowest responsible bidder or, if applicable, the responsible bidder who provides goods or services at the most advantageous Bid for the municipality based on, but not limited to, the following factors:

- | | |
|---|---|
| * Unit price | * Vendor's past performance |
| * Total Bid price | * Demurrage charges, freight costs and mileage |
| * Terms and discounts | * Estimated costs of supplies, maintenance, etc. |
| * Delivery date | * Estimated surplus value, life expectancy |
| * Product warranty | * Results of testing samples |
| * Special needs and requirements of City | * Conformity to specifications |
| * Past experience with product/service | * Training requirements, location, etc. |
| * City's evaluation of the bidder's ability, financial, strength, and ethical standards | * Location of maintenance facility/service person; ability to provide for minimum down time |
| * Quality of the bidder's goods or services | * The total long-term cost to the municipality to acquire the bidder's goods or services |
| * The extent to which the goods or services meet the municipality's needs | |

- (b) The City reserves the right to accept any item or group of items of this Bid, unless the bidder qualifies his Bid by specific limitation. Reference section 5(a) 3 above.
- (c) A written award of acceptance mailed or otherwise furnished to the successful Bidder results in a binding contract without further action by either party.
- (d) Prices must be quoted "F.O.B. Destination (Killeen) with all transportation charges prepaid," unless otherwise specified in the Bid.
- (e) If identical Bids are received from two or more bidders and those Bids are the lowest and best Bid, the tie shall be broken in accordance with provisions in Section 271.901 of the Texas Local Government Code.
- (f) As stated in Section 271.905 of the Texas Local Government Code, "In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more competitive sealed Bid from a bidder whose principal place of business is in the local government and whose Bid is within three percent of the lowest Bid price received by the local government from a bidder who is not a resident of the municipality, the local government may enter into a contract with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the

local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.”

- (f) As stated in Section 271.9051(b) of the Texas Local Government Code, “In purchasing real property or personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed Bid from a bidder whose principal place of business is in the municipality and whose Bid is within five percent of the lowest Bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for an expenditure of less than \$100,000 with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.”

11. Bid Protest

Any bidder wishing to file a protest concerning alleged improprieties with this solicitation must submit the protest in written format to the Purchasing Department within 5 business days after the specified time of the Bid opening. The formal written protest must identify the name of the vendor contesting the solicitation, the project name and number, and the specific grounds for the protest with all supporting documentation. A response to the protest will be prepared by Purchasing within 10 business days of receipt of the protest. All determinations made by the City are final.

12. Termination for Governmental Non-Appropriations

This contract is a commitment of the City’s current revenues only. Should the terms of the Bid require payment of funds over more than the current fiscal year ending September 30, the following shall apply:

- (a) For each lease, City represents and warrants: that it has appropriated and budgeted the necessary fund to make all rent payments required pursuant to such lease for the remainder of the fiscal year in which the payment term commences; and that it currently intends to make rent payments for the full lease term as scheduled in the applicable payment schedule if funds are appropriated for the rent payment in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, City reasonably believes that monies in an amount sufficient to make all rent payments can and will lawfully be appropriated; therefore, City agrees to budget requests to include the rent payments payable during each fiscal year in the budget requests presented to City’s governing body for each fiscal year; provided, that City’s governing body retains authority to approve or reject any such budget request. All rent payments shall be payable out of the general funds of City or out of other funds legally appropriated therefore. Lessor agrees that no lease will be a general obligation of City and no lease shall constitute a pledge of either the full faith and credit of City or the taxing power of City.
- (b) If City’s governing body fails to appropriate sufficient funds in any fiscal year for rent property or other payments due under a lease and if other funds are not legally appropriated for such payment, then a non-appropriation event shall be deemed to have occurred. If a non-appropriation event occurs, then: (1) City shall give lessor immediate notice of such non-appropriation event and provide written evidence of such failure by City’s governing body; (2) on the return date, City shall return to Lessor all of the equipment covered by the affected lease, at City’s sole expense; (3) the affected lease shall terminate on the return date without penalty to City; (4) return date means the last day of the fiscal year for which appropriations were made for the rent payments due under a lease.

13. Termination of Contract

This contract shall remain in effect until the contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) day written notice prior to any cancellation. All vendors must state therein the reasons for such cancellation. City reserves the right to award a cancelled contract to next best offerer as it deems to be in the best interest of the City.

14. Assurance of Compliance

For Equal Employment Opportunity and Small and/or Minority Business Enterprise Requirements the bidder agrees that if this Bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.

15. Conflict of Interest Disclosure Questionnaire

The bidder agrees that if a member of the City Council a Councilmember's close relative or any officer or employee of the City has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City any land, materials, supplies or services except on behalf of the City, as an officer or employee, the official shall file before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter if:

- (a) in the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
- (b) in the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Killeen, including affiliations and business and financial relationships such persons may have with the City of Killeen. An explanation of the requirements of Chapter 176 and complete text of the new law are available at:

http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm

16. Venue for Legal Action

This agreement shall be governed and construed according to the laws of the State of Texas. Venue for purposes of any and all lawsuits, causes of actions, claims or disputes shall be in Bell County, Texas.

17. Conflicts in Terms and Conditions for Bids

If any conflicts exist between the Terms and Conditions for Bids and the standard form of agreement between the owner and Contractor, the standard form of agreement between the owner and contractor shall prevail.

18. Acknowledgement

The Bidder, by their signature, represents that they have read the "Terms and Conditions for Bids", and will comply with these terms and conditions.

SIGNATURE: _____ DATE: _____

PRINT NAME: _____

COMPANY NAME: _____

ADDRESS: _____ CITY/STATE/ZIP: _____

IV. CONFLICT OF INTEREST FORM

CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

Chapter 76 of the Texas Local Government Code requires certain persons who wish to conduct business or be considered for business with a city to file a "conflict of interest questionnaire." The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (FORM CIQ). These laws are codified in Chap. 176 of the Texas Local Government Code.

What vendors/persons are subject to Chapter 176?

The word "person" includes a partnership, corporation or other corporate body, including those performing professional services. Such partnerships or corporations act through individuals, but it is the partnership or corporation that would be seeking to do business with the city.

- Any "person" who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- An agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- A vendor shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer that results in taxable income exceeding \$2,500 during the 12 month period preceding the date a contract is executed or a contract is being considered; Local government officer means a member of the governing body, a person designated the executive officer or an agent (including an employee) who exercises discretion in the planning, recommending or contracting of a vendor. or
 - (2) has given an officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value of more than \$100 in the 12 month period preceding the date a contract is executed or a contract is being considered.

What triggers the requirement to file a "conflict of interest questionnaire"?

When a person begins (1) contract discussions or negotiations with the city or (2) submits an application, response to request for proposals or bids, correspondence, or another writing related to a potential agreement, Form CIQ must be completed. Whether the person initiates the discussion or the city initiates the discussions, Form CIQ must be completed. Even if the vendor has no affiliation or business relationship with an officer or employee of the city, Form CIQ must be completed and submitted.

To what type of contracts does the bill apply?

Any written contract and any implied contract, such as purchase orders, procurement card purchases, utility purchases, or any exchange of money or other consideration for some service or property. The monetary amount or value of the contract/purchase does not matter.

When must a vendor file the conflict of interest questionnaire?

No later than seven days after the date the person: (a) begins contract discussions or negotiations with the city, or (b) submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a city, or (c) becomes aware of an employment relationship with a local government officer or family member of the officer, or (d) becomes aware of a qualifying gift.

What has to be revealed?

Section 176.006 requires disclosure of a person’s employment or business relationships. This includes each employment or business relationship with a corporation or other business entity with respect to which a local government officer services as an officer or director or holds an ownership interest of 10% or more.

How do I go about filling out the Conflict of Interest Questionnaire form?

Each number below corresponds with the number on FORM CIQ:

1. Fill in the full name of the person who is trying to do business with the City. If the person is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ.
2. Check box if the form is an update to a form previously completed. Updates are required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, bid or response to the City of Killeen or begins contract discussions or negotiations with the City.
3. Complete this Section by listing the name of the local government officer (member of City Council, City Manager or an employee who exercises discretion in the planning, recommending or contracting of a vendor) with whom there is an affiliation to or business relationship and you checked the “Yes” box in Section 3 A, B, or C.

If there is more than one local government officer (City Council, City Manager or an employee who exercises discretion in the planning, recommending or contracting of a vendor) with whom there is an affiliation or business relationship, more than one page two may be needed to provide information on each local government officer.

4. State whether the local government officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.
5. State whether the filer receives or is likely to receive taxable income, other than investment income, from or at the direction of the local government officer named on the form AND the taxable income is not received from the local governmental entity.
6. State whether the filer is employed by a corporation or other business entity with which the local government officer serves as an officer or director or holds an ownership interest of 10% or more.
7. Describe each employment or business relationship with the local government officer named on the form.
8. Signature box. Person completing form must date and sign the form. If the form is being completed for a corporation, partnership, etc. The person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.

A signature is required in box #4 regardless of any other entry on the form.

A copy of Chapter 176 of the Texas Local Government Code can be found at:

<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm>

CONFLICT OF INTEREST QUESTIONNAIRE
 For vendor doing business with local governmental entity

FORM CIQ

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 in this section is being disclosed.

Name of Officer

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

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

Yes No

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

Yes No

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

4

Signature of vendor doing business with the governmental entity

Date

Adopted 8/7/2015

V. ADDITIONAL QUESTIONS

1.1. All questions in reference to this bid must be submitted in writing and delivered electronically to the address stated below on or before the required due date. Written answers to the questions will be provided to all respondents of the bids in accordance with the schedule of events. Questions received after the deadline for submitting questions will not be answered.

Physical Address: City of Killeen Purchasing Division 101 N. College Street, Killeen, Texas 76541.

Electronic (E-mail) Address: www.killeentexas.gov/purchasing

Purchasing Division point of contact: Randy J. Jimenez; (254) 501- 7729; RJJimenez@killeentexas.gov

VI. REFERENCES

Include below three references:

Reference #1

Company Name _____

Address _____

Type of Business _____

Contact Person _____

Telephone and Fax #'s _____

Reference #2

Company Name _____

Address _____

Type of Business _____

Contact Person _____

Telephone and Fax #'s _____

Reference #3

Company Name _____

Address _____

Type of Business _____

Contact Person _____

Telephone and Fax #'s _____

VII. BID SPECIFICATIONS

SPECIFICATIONS FOR 2016 or NEWER MODEL VEHICLES & LIGHT TRUCKS

1.0 Scope:

The City of Killeen is requesting bids for the purchase of administrative/utility trucks and vehicles for use by various City Departments. The vehicles must be new **2016** models or newer, unused and meet all safety requirements in accordance to Federal, ICC, and State Highway Regulations.

2.0 (Vehicle) Contract Provisions

2.1. Deliveries: All vehicles must be delivered, prepaid, F.O.B., City of Killeen - Fleet Maintenance facility, 2003 Little Nolensville Road, Killeen, Texas 76542.

2.2. Colors: The standard exterior color for City of Killeen vehicles is white. Interior color shall be identified at time of order from the manufacturer's standard color listing for that vehicle type.

2.3. Logos and decals: Do not place decals or markings of any type pertaining to advertisement other than the manufacturer's name or model designation normally installed by manufacturer on equipment delivered to municipal governments.

2.4 Vehicles: are to be pre-delivery serviced and inspected in accordance with State inspection requirements with inspection sticker attached. Sales through authorized franchised dealer: contractor shall comply with Texas laws governing the sale of new motor vehicles, specifically section 5.04 "Sale of New Motor Vehicles", Vernon's Texas Civil Statutes article 4413 (36). The cost of compliance shall be the responsibility of contractor. Any entity that manufactures, distributes, converts new motor vehicles or is in the business of buying, exchanging, or selling new motor vehicles is required to be licensed by the Motor Vehicle Division of the Texas Department of Transportation (TXDOT).

2.5. Standard Optional Equipment: Base prices may also include option equipment, which is standard on the vehicle and for which there is no additional cost. All vehicles must be equipped with full size spare tires and front floor mats.

2.6. New Models: The vehicles furnished shall be new 2016 or newer models and shall be of good quality workmanship and material. The bidders represents that all units offered under this specification shall meet or exceed the minimum requirements specified on each vehicle type listed.

2.7. The Truth in Mileage Act: requires the selling dealer to furnish a complete odometer statement to the City. This statement must be complete and shall include mileage accrued at the point of delivery. The odometer statement on the MSO will satisfy this requirement.

2.8. Servicing and Equipping: Awarded vendor(s) shall furnish vehicles meeting or exceeding the minimum requirements of the bid specifications and any other requirements specified in the Invitation for Bid. The vehicles shall be completely assembled, serviced, adjusted, and all equipment including standard and optional equipment shall be installed and the units made ready for continuous operation.

2.9. Tires: Tires shall be of the type of construction specified under the applicable table or general requirements for each series. All tires shall be new and the tread type shall be the tire manufacturer's standard design and the brand normally furnished on regular production orders, unless otherwise specified in the Invitation for Bid. All tires shall be "ORIGINAL EQUIPMENT LINE" quality and have not less than a "B" heat rating. All tires and wheels shall be properly balanced prior to delivery to the City of Killeen.

2.10. Tax, Title, & License: All vehicle purchase prices shall exclude tax, title, and license fees.

2.11. Vehicle Inspection: The vendor shall have each vehicle properly inspected in compliance with Texas motor vehicle laws. Texas Inspection Sticker shall be attached prior to delivery.

2.12. Required Paperwork upon delivery: Form 130U, MSO, Specification Sheet of Vehicle, and invoice.

3.0 WARRANTY:

3.1. Coverage: The vehicle must be covered by the manufacturer's standard new vehicle warranty which will be honored by any of the manufacturer's authorized dealers. This warranty shall be comparable to or better than those offered to the general public. Passenger cars and light-duty trucks shall have a minimum warranty offered to the general public.

Warranty Center: _____

Address: _____

Phone Number: _____

Service Manager: _____

4.0 Fleet Qualifications:

4.1. Chevrolet, Chrysler Corp., Ford Motor Company, General Motors (GMC), Nissan, Toyota, Dodge.

4.2. Approved Equipment: If you are considering utilizing equipment not listed as approved, submit sufficient documentation with your bid package for the Fleet Department to make a determination for an approved equal product. Failure to submit all required documentation or submittals for an approved equal consideration may be cause for rejection.

5.0 APPLICABLE SPECIFICATIONS, STANDARDS, RULES, AND REGULATIONS

5.1. EXHAUST EMISSION STANDARDS: Vehicles furnished to this specification shall meet the applicable requirements of the EPA's Exhaust Emission Standards (40 CFR 85, 86, and 88) and all revisions as issued under authority of the Clean Air Act, current version.

5.2. FEDERAL MOTOR VEHICLE SAFETY STANDARDS (PUBLIC LAW 89-563): Automobiles and trucks shall meet or exceed the minimum requirements of this specification and all applicable requirements of the FMVSS. All requirements of this specification shall be met unless they are in conflict with the applicable FMVSS.

6.0 GENERAL INFORMATION AND REQUIREMENTS:

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

6.2. Batteries: OEM Standard Batteries required.

6.3. Comparably Equipped Vehicles: An attempt has been made to ensure that manufacturer's models in each Series are furnished with comparable equipment (whether optional or standard as provided by the manufacturer). Any imbalance in the requirements for a listed series, i.e., an item that is an optional accessory for one brand and standard on another, should be called to the attention of the Purchasing Division immediately.

6.4. Equipment Mounting: No equipment mounted on City of Killeen vehicles shall, under any circumstances, be welded to the vehicle frame at any point between the front of the front spring hanger and the rear of the rear spring hanger. Also, all holes for bolting must be drilled in the accepted manner and the burning of said holes shall not be acceptable under any condition. Further, no holes shall be drilled in top or bottom flange of truck frame unless drilling is confined to the section behind the rearmost attachment of the rear spring hangers or for pre-formed factory-made frame rail bolt holes for subsequent body installation. Welding or torch cutting shall be confined to "boxing" the rear end of truck frame (as required for dump equipment to allow full dumping angle). All such work shall be confined to area behind rear spring hangers. Mounting strip between hoist sub-frame of dump body and truck frame may have flame cut holes to countersunk rivets on truck frame. Chassis frame rivets shall not be removed or cut flush with frame for any reason. Any mounting of aftermarket bodies or equipment may require special wheelbase and cab/axle dimensions to achieve correct weight distribution. Dimensions will be verified and aftermarket vendor to accommodate intended use of vehicle." All mounting of special after-market equipment shall meet manufacture's installation requirements and all state and federal standards.

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

6.6 Horn: Each vehicle shall have one or more horns meeting the requirements of SAE J377 current version.
20.7 Lamps, Signals, & Reflectors (All): Quantities, color, mounting and other requirements for lamps, signals, and reflectors shall be as specified for vehicles by FMVSS No. 108, and be in compliance with Texas motor vehicle laws.

6.7 Lamps, Signals, & Reflectors: Reflectors and clearance, side-marker and identification lamps for vehicles shall also meet the following requirements: Reflectors must be housed type with screw or bolt type mounting; stick-on type is not acceptable. Surface-mounted clearance and side-marker lamps shall be metal armored type. Recess-mounted side marker and clearance lamps must be recessed sufficiently to provide protection for the lens. Lenses for side-marker and clearance lamps shall be secured to the lamp by a fastening method which required a tool to remove the lens.

6.8. License Plate Attachment: Each vehicle shall be furnished with means and adequate space for attaching the rear license plate without modification. Illumination provided for the license plate shall be in compliance with Texas motor vehicle laws.

6.9. Manuals: Each awarded vendor will include in each vehicle an owner's or operator's manual. This will include all standard manufacturer/vendor literature normally furnished and as required by law with the purchase of a new vehicle.

6.10. New Models: The vehicles furnished under this specification shall be new 2016 or newer and shall be of good quality workmanship and material. The bidder represents that all units offered under this specification shall meet or exceed the minimum requirements specified for each vehicle Series listed.

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

6.12 Servicing & Equipping: Awarded vendor(s) shall furnish automobiles and trucks meeting or exceeding the minimum requirements in the appropriate Series table and equipped exactly as listed for makes and models in the various tables of this specification and with any other requirements specified in the Invitation for Bid. The vehicles shall be completely assembled, serviced, adjusted, and all equipment including standard and optional equipment shall be installed and the units made ready for continuous operation. If vehicles are delivered not made ready for continuous operation, it will be the vendor's responsibility to have the units made ready for continuous operation prior to acceptance.

It shall not be the ordering entity's responsibility to arrange for the units to be made ready, including transporting units to local dealership for warranty repairs prior to acceptance. Standard equipment means those components and accessories usually and ordinarily furnished without additional cost on regular production models.

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

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

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

6.16. Acceptable Interior Colors: Black and white interior trim including upholstery is not acceptable (except for black floor mats) unless otherwise specified in the Invitation for Bid.

6.17. Safety Notices & Recalls: All safety notices and recalls shall be mailed to the entity address designated on the purchase order for the destination of goods.

6.18. Tax, Title, & License: All vehicle contract prices exclude tax, title, and license.

6.19. EPA Emission Level: Bidders must indicate on their response the EPA emission level of the engine and engine family, for each vehicle they bid.

7.0 INSPECTION:

7.1. Vehicle Inspection: The vendor shall have each vehicle (except cab and chassis units delivered without bodies) properly inspected in compliance with Texas motor vehicle laws. Texas Inspection Sticker shall be attached prior to delivery to the receiving entity (2 year Inspection Sticker for vehicles through ~ ton pickups and 1 year Inspection Sticker for 1 ton trucks and up, excluding cab and chassis units delivered without bodies).

7.2. Entity Check-In Inspection: Receiving entity should check the vehicle upon delivery to ensure compliance with this specification and any other specific requirements. The vendor shall deliver with the vehicle a vehicle-specific line-setting ticket, manufacturer's invoice, and MSO or any official documentation to verify the fact that ordered options, GVWR rating, and other requirements have been met.

8.0 COMPACT SEDAN 4-CYLINDER, FWD, 5 PASSENGERS

8.1. Body: Compact Sedan, 4 doors.

8.1.1. Paint: Exterior color for the City of Killeen; Single color scheme of manufactures purest white color.

8.2. Interior.

8.2.1. Automatic Transmission

8.2.2. Power Brakes, ABS (Required): Manufacturer's standard; front disc, 2- or 4-wheel (All Series).

8.2.3. Electronic Stability Control: Required.

8.2.4. Front Bucket w/reclining seatbacks and adjustable head restraints.

8.3. Chassis.

8.3.1. Air Bags: Required. Manufacturer's standard to include side curtain/impact airbags if available from manufacturer.

8.3.2. Air Conditioning, Heating & Defrost: Required. Manufacturer's standard.

8.3.3. AM/FM Radio: Manufacturer's standard.

8.3.4. Covering, Luggage Compartment: The luggage compartment floor covered w/ vinyl, rubber, or fiber type.

8.3.5. Heater and Defroster: Integral, OEM Standard

8.3.6. Jack, Handle, and Lug Wrench; equipped.

8.3.7. Power Package: Power windows, Power locks, Power mirrors, Cruise control, and Adjustable Tilt steering wheel.

8.3.8. Spare Wheel (Manufacturer's full-size spare wheel & tire, where available).

8.3.9. Windshield Wipers: Dual electric 2-speed type with intermittent feature windshield washers.

8.3.10. Upholstery: Cloth standard, black, grey or blue.

8.3.11. Tires: Radial type tubeless All Season tires shall be OEM manufactured standard.

8.3.13. Bluetooth Wireless Communication: Manufacturer's standard, where available.

8.3.14. Power Steering: Manufacturer's standard.

8.3.15. Flooring:: Carpet w/all weather front & rear floor mats.

8.4. Options.

8.4.1. Keyless Entry: Two Transmitters.

8.5 Requirements (Min. unless specified)

ITEM	Minimum Requirements
Wheelbase, inches	106.4
Length, Overall, inches:	224.5
Width, inches:	70.7
GVWR, pounds:	3515
Displacement, liters (Base Vehicle):	1.6L
Engines, Net HP	138
Engines, TORQUE	125
Transmission	4 Speed/6 Speed w/ Ovrdrv.
Tire Size & Load Range	P195/65R15
Passenger Capacity:.	5 passengers including driver.

9.0. UTILITY VEHICLE, FULL SIZE, 8-CYL, 4-DOOR, RWD

9.1. Body: Utility Vehicle, 4 Doors.

9.1.1. Paint:

3 Vehicles - Exterior color for the City of Killeen, Single color scheme of manufactures purest **White color**.

2 Vehicles - Exterior color for the City of Killeen Fire Department Single color scheme of **Red**.

9.2. Interior.

9.2.1. Air Bags: Manufacturer’s standard to include side curtain/impact airbags if available from manufacturer.

9.2.2. Air Conditioning: Manufacturer's standard.

9.2.3. AM/FM Radio: Manufacturer's standard.

9.2.4. Auxiliary Power Outlet: 12 volt.

9.2.5. Heater and Defroster: Manufacturer's standard.

9.2.6. Power Package: Includes power windows, power locks, power mirrors, cruise control, and tilt steering wheel.

9.2.7. Seats: Front seats split bench 40/60, 40/20/40.e)

9.2.8. Windshield Wipers: Dual electric 2-speed type with intermittent feature windshield washers.

9.2.9. Bluetooth Wireless Communication: Manufacturer’s standard, where available.

9.2.10. Flooring: Carpet w/all weather front & rear floor mats.

9.2.11. Upholstery: Cloth manufactures’ standard; black, grey or blue.

9.3. Chassis:

9.3.1. Power Brakes, ABS, required: Manufacturer's standard; front disc, 2- or 4-wheel.

9.3.2. Automatic Transmission

9.3.3. Bumpers: Manufacturer's standard front and rear bumper.

9.3.4. Ground Ratings: As required for the GVWR certified.

9.3.5. Jack, Handle, and Lug Wrench; Equipped.

9.3.6. Shock Absorbers: Front & rear; Manufacturer’s heaviest duty shocks w/o increase in vehicle trim level.

9.3.7. Spare Wheel and Tire (mounted on carrier): Manufacturer's standard.

9.3.8. Tires (including spare): Steel belted radial type tubeless All Season tires.

9.3.9. Electronic Stability Control: Required

9.3.10. Power Steering: Manufacturer’s standard

9.4. Options.

9.4.1. Keyless Entry: Two Transmitters.

9.5 Requirements (Min. unless specified)

ITEM	Minimum Requirements
Wheelbase, inches	116
Payload Allowance, max pounds (approx)	1500
Length, Overall, inches:	199.8
Width, inches:	70.7
Length (Cargo) inches	44.4
GVWR, pounds:	7100
Displacement, liters (Base Vehicle):	5.3L V8
Engines, Net HP	317
Engines, TORQUE	350
Transmission	5/6 Speed O/D
Tire Size & Load Range	P275/60R17
Passenger Capacity:	5 passengers including driver.

10.0. Utility Vehicle, Compact 4-CYL, 4-Door, Light Duty, FWD

10.1. Body: Compact Sedan, 4 Doors.

10.1.1. Paint: Exterior color for the City of Killeen, Single color scheme of manufactures purest white color.

10.2. Interior.

- 10.2.1. Air Bags: Manufacturer's standard to include side curtain/impact airbags if available from manufacturer.
- 10.2.2. Air Conditioning: Manufacturer's standard.
- 10.2.3. AM/FM Radio: Manufacturer's standard.
- 10.2.4. Auxiliary Power Outlet: 12 volt.
- 10.2.5. Heater and Defroster: Manufacturer's standard.
- 10.2.6. Power Package: Power windows, Power locks, Power mirrors, Cruise control, and Tilt steering wheel.
- 10.2.7. Seats: Front seats split bench 40/60, 40/20/40.
- 10.2.8. Windshield Wipers: Dual electric 2-speed type with intermittent feature windshield washers.
- 10.2.9. Bluetooth Wireless Communication: Manufacturer's standard, where available.
- 10.2.10. Flooring: Carpet w/all weather front & rear floor mats.
- 10.2.11. Upholstery: Vinyl manufactures' standard; black, grey or blue.

10.3. Chassis:

- 10.3.1. Power Brakes, ABS, required: Manufacturer's standard; front disc, 2- or 4-wheel.
- 10.3.2. Automatic Transmission Required.
- 10.3.3. Bumpers: Manufacturer's standard front and rear bumper.
- 10.3.4. Ground Ratings: As required for the GVWR certified.
- 10.3.5. Jack, Handle, and Lug Wrench; Equipped.
- 10.3.6. Shock Absorbers: Front & rear; Manufacturer's heaviest duty shocks w/o increase in vehicle trim level.
- 10.3.7. Spare Wheel and Tire (mounted on carrier): Manufacturer's standard.
- 10.3.8. Tires (including spare): Steel belted radial type tubeless All Season tires.
- 10.3.9. Electronic Stability Control: Required.
- 10.3.10. Power Steering: Manufacturer's standard.

10.4. Options.

10.4.1. Keyless Entry: Two Transmitters.

10.5. Requirements (Min. unless specified)

ITEM	Minimum Requirements
Wheelbase, inches:	103.7
Length (overall), inches:	173.6
GVWR, pounds:	3515
Displacement, liters (Base Vehicle):	2.0L
Engine HP:	158
Torque:	141
Tire Size & Load Range:	P215/70R16
Passenger Capacity:	5 passengers including driver.

11.0. Cargo Van, 4/6 cylinder, Front wheel Driver 4 Door.

11.1. Body: Cargo Van

11.1.1. Paint: Exterior color for the City of Killeen, Single color scheme of manufactures purest white color.

11.2. Cab: Regular

11.2.1. Air Bags: Required. Manufacturer's standard to include side curtain/impact airbags if available from manufacturer [Exception: Units with 8,600 lb. GVWR and up.]

11.2.2. Air Conditioning: Required. Manufacturer's standard.

11.2.3. AM/FM Radio: Manufacturer's standard.

11.2.4. Auxiliary Power Outlet: One (1) 12 volt.

11.2.5. Seats: Front seats split bench 40/60, 40/20/40.

11.2.6. Upholstery: Vinyl in the manufacturer's standard scheme, of black, gray or blue.

11.2.7. Jack, Handle, and Lug Wrench; installed/equipped.

11.2.8. Power: Includes power windows, power locks, power mirrors, cruise control, & tilt steering wheel.

11.2.9. Window Tint: OEM Standard Tint. Tinting shall meet Texas DPS regulations.

11.2.10. Bluetooth Wireless Communication: Manufacturer's standard, if available.

11.2.11. Flooring:: Heavy duty rubber flooring w/insert floor mats.

11.3. Chassis:

11. 3.1. Automatic Transmission: Required

11. 3.2. Brakes, ABS, required, Manufacturer's standard; front disc, 2- or 4- wheel.

11. 3.3. Bumper (Full Width of Truck): Installed front and rear-step bumper shall be manufacturer's standard

11. 3.4. Spare Wheel and Tire: OEM full-size, major Brand name.

11. 3.5. Tires (including Spare): Steel belted radial, all position, and tubeless All Season tread.

11.4. Options:

11.4.1. Keyless Entry: Two Transmitters

11.4.2. Towing Package: Trailer tow package (class iii); which includes receiver hitch, trailer wiring, and harness (if available).

11.5 Requirements (Min. unless specified)

ITEM	Minimum Requirements
Body Trim Designation (Base Vehicle)	Cargo Van
Wheelbase, inches	115.2
Approximate Payload Allowance, pounds	1500
Length, Overall, inches:	186.3
Length, Cargo, inches:	82.8
GVWR, pounds:	4751
Engines, Displacement, liters	4-Cyl 2.0L
Engines, Net HP	131
Engines, TORQUE	139
Transmission	Auto OD
Tire Size & Load Range	185/60R15

12.0 FULL SIZE 1/2 TON, CREW CAB PICKUP TRUCK, SINGLE REAR WHEEL, 8-CYL, 5-PASSENGER, LONG BED

12.1. Body: Pickup

- 12.1.1. Pickup Bodies: Straight/Long Bed.
- 12.1.2. Paint: Exterior color for the City of Killeen, Single color scheme of manufactures purest white color.

12.2. Cab: Crew

- 12.2.1. Air Bags: Required. Manufacturer’s standard to include side curtain/impact airbags if available from manufacturer [Exception: Units with 8,600 lb. GVWR and up.]
- 12.2.2. Air Conditioning, Heating, Defrost: Required. Manufacturer's standard.
- 12.2.3. AM/FM Radio: Manufacturer's standard.
- 12.2.4. Auxiliary Power Outlet: One (1) 12 volt.
- 12.2.5. Seats: Front seats split bench 40/60, 40/20/40.
- 12.2.6. Upholstery: Vinyl in the manufacturer’s standard scheme, of black, gray or blue.
- 12.2.7. Jack, Handle, and Lug Wrench; Equipped.
- 12.2.8. Power Package: power windows, power locks, power mirrors, cruise control, & tilt steering wheel.
- 12.2.10. Window Tint: OEM Standard Tint. Tinting shall meet Texas DPS regulations.
- 12.2.11. Bluetooth Wireless Communication: Manufacturer’s standard, where available.
- 12.2.12. Flooring:: Heavy duty rubber flooring w/insert floor mats.

12.3. Chassis:

- 12.3.1. Automatic Transmission: Required
- 12.3.2. Brakes, ABS, required, Manufacturer's standard; front disc, 2- or 4- wheel.
- 12.3.3. Bumper (Full Width of Truck): Installed front and rear-step bumper shall be manufacturer's standard
- 12.3.4. Spare Wheel and Tire: OEM full-size, major Brand name.
- 12.3.5. Tires (including Spare): Steel belted radial, all position, Tubeless All Season tread.

12.4. Options:

- 12.4.1. Keyless Entry: Two Transmitters
- 12.4.2. Towing Package: Trailer tow package (class III); which includes receiver hitch, trailer wiring harness & Brake Controller.
- 12.4.3. Rearview Mirrors, Exterior, Trailer tow/Camper Type.
- 12.4.4. Factory spray in bed-liner coating.

12.5. Requirements (Min. unless specified)

ITEM	Minimum Requirements
Wheelbase, inches	145.7
Approximate Payload Allowance, pounds	1641
Length, Overall, inches:	247.6
Length, Cargo, inches:	96 (66.7 - 69.3 Short Bed)
GVWR, pounds:	7000
Engines, Displacement, liters	5.0L V8
Engines, Net	315
Engines, TORQUE	335
Transmission	6-SPEED Auto OD
Tire Size & Load Range	255/70R17
Passenger Capacity:	5 passengers including driver.

13.0 FULL SIZE 1/2 TON, CREW CAB PICKUP TRUCK, 6 CYL, 6-PASSENGER, SHORT BED

13.1. Body: Pickup

- 13.1.1. Pickup Bodies: Straight/Short Bed.
- 13.1.2. Paint: Exterior color for the City of Killeen, Single color scheme of manufactures purest white color.

13.2. Cab: Crew

- 13.2.1. Air Bags: Required. Manufacturer’s standard to include side curtain/impact airbags if available from manufacturer [Exception: Units with 8,600 lb. GVWR and up.]
- 13.2.2. Air: Air Conditioning, Heating, Defrost: Required. Manufacturer's standard.
- 13.2.3. AM/FM Radio: Manufacturer's standard.
- 13.2.4. Auxiliary Power Outlet: One (1) 12 volt.
- 13.2.5. Seats: Front seats split bench 40/60, 40/20/40. (Bench not acceptable)
- 13.2.6. Upholstery: Vinyl in the manufacturer’s standard scheme, of gray or blue.
- 13.2.7. Jack, Handle, and Lug Wrench.
- 13.2.8. Power Package: power windows, power locks, power mirrors, cruise control, & tilt steering wheel.
- 13.2.9. Window Tint: OEM Standard Tint. Tinting shall meet Texas DPS regulations.
- 13.2.10. Bluetooth Wireless Communication: Manufacturer’s standard, where available.
- 13.2.11. Flooring: Heavy duty rubber flooring w/insert floor mats.

13.3. Chassis:

- 13. 3.1. Automatic Transmission: Required
- 13. 3.2. Brakes, ABS, required, Manufacturer's standard; front disc, 2- or 4- wheel.
- 13. 3.3. Bumper (Full Width of Truck): Installed front and rear-step bumper shall be manufacturer's standard
- 13. 3.4. Spare Wheel and Tire: OEM full-size, major Brand name.
- 13. 3.5. Tires (including Spare): Steel belted radial, all position, tubeless All Season tread.

13.4. Options:

- 13.4.1. Keyless Entry: Two Transmitters.
- 13.4.2. Factory spray in bed-liner coating.

13.5. Requirements (Min. unless specified)

ITEM	Minimum Requirements
Wheelbase, inches	139.8
Approximate Payload Allowance, pounds	1,550
Length, Overall, inches:	224.6
Length, Cargo, inches:	66.7
GVWR, pounds:	6800
Engines, Displacement, liters	4.0L V6
Engines, Net	210
Engines, TORQUE	250
Transmission	6-SPEED Auto OD
Tire Size & Load Range	225/70R17
Passenger Capacity:	6 passengers including driver.

14.0 FULL SIZE 1/2 TON, REGULAR CAB PICKUP TRUCK, 8-CYLINDER, LONG BED

14.1. Body: Pickup

14.1.1. Pickup Bodies: Straight/Long Bed

14.1.2. Paint: Exterior color for the City of Killeen, Single color scheme of manufactures purest white color.

14.2. Cab: Regular

14.2.1. Air Bags: Required. Manufacturer’s standard to include side curtain/impact airbags if available from manufacturer [Exception: Units with 8,600 lb. GVWR and up.]

14.2.2. Air Conditioning, Heating, Defrost: Required. Manufacturer's standard.

14.2.3. AM/FM Radio: Manufacturer's standard.

14.2.4. Auxiliary Power Outlet: One (1) 12 volt.

14.2.5. Seat, Vinyl: Front seats split bench 40/60, 40/20/40.

14.2.6. Upholstery: Vinyl in the manufacturer’s standard scheme, of gray or blue.

14.2.7. Jack, Handle, and Lug Wrench.

14.2.8. Power Package: power windows, power locks, power mirrors, cruise control, & tilt steering wheel.

14.2.10. Bluetooth Wireless Communication: Manufacturer’s standard, where available.

14.2.11. Flooring:: Heavy duty rubber flooring w/insert floor mats.

14.3. Chassis:

14. 3.1. Automatic Transmission: Required

14. 3.2. Brakes, ABS, required, Manufacturer's standard; front disc, 2- or 4- wheel.

14. 3.3. Bumper (Full Width of Truck): Installed front and rear-step bumper shall be manufacturer's standard

14. 3.4. Spare Wheel and Tire: OEM full-size, major Brand name.

14. 3.5. Tires (including Spare): Steel belted radial, all position, tubeless All Season tread.

14.4. Options:

14.4.1. Keyless Entry: Two Transmitters

14.4.2. Towing Package: Trailer tow package (class III); which includes receiver hitch, trailer wiring harness & Brake Controller.

14.4.3. Factory spray in bed-liner coating.

14.5. Requirements (Min. unless specified)

ITEM	Minimum Requirements
Wheelbase, inches	133
Approximate Payload Allowance, pounds	1,590
Length, Overall, inches:	213.1
Length, Cargo, inches:	78
GVWR, pounds:	6100
Engines, Displacement, liters	5.0L V8
Engines, Net HP	360
Engines, TORQUE	380
Transmission	6-SPEED Auto OD
Tire Size & Load Range	255/70R17
Passenger Capacity:	3 passengers including driver.

15.0 FULL SIZE 1/2 TON, EXTENDED CAB PICKUP TRUCK, SINGLE REAR WHEEL, 6 -CYL, 5-PASSENGER,SHORT BED

15.1. Body: Pickup

15.1.1. Pickup Bodies: Straight/Short Bed

15.1.2. Paint: Exterior color for the City of Killeen, Single color scheme of manufactures purest white color.

15.2. Cab: Extended

15.2.1. Air Bags: Required. Manufacturer’s standard to include side curtain/impact airbags if available from manufacturer [Exception: Units with 8,600 lb. GVWR and up.]

15.2.2. Air Conditioning, Heating, Defrost: Required. Manufacturer's standard.

15.2.3. AM/FM Radio: Manufacturer's standard.

15.2.4. Auxiliary Power Outlet: One (1) 12 volt.

15.2.5. Seats: Front seats split bench 40/60, 40/20/40.

15.2.6. Upholstery: Vinyl in the manufacturer’s standard scheme, of black, gray or blue.

15.2.7. Jack, Handle, and Lug Wrench.

15.2.8. Power Package: power windows, power locks, power mirrors, cruise control, & tilt steering wheel.

15.2.10. Bluetooth Wireless Communication: Manufacturer’s standard, where available.

15.2.11. Flooring:: Heavy duty rubber flooring w/insert floor mats.

15.3. Chassis:

15.3. 1. Automatic Transmission: Required

15.3.2. Brakes, ABS, required, Manufacturer's standard; front disc, 2- or 4- wheel.

15.3.3. Bumper (Full Width of Truck): Installed front and rear-step bumper shall be manufacturer's standard

15.3.4. Spare Wheel and Tire: OEM full-size, major Brand name.

15.3.5. Tires (including Spare): Steel belted radial, all position, tubeless All Season tread.

15.4. Options:

15.4.1. Keyless Entry: Two Transmitters

15.4.2. 4" Oval Nerf Bars

15.4.3. Factory spray in bed-liner coating.

15.5. Requirements (Min. unless specified)

ITEM	Minimum Requirements
Wheelbase, inches	140.0
Approximate Payload Allowance, pounds	1,450
Length, Overall, inches:	228.7
Length, Cargo, inches:	73.9
GVWR, pounds:	6,300
Engines, Displacement, liters	3.5L V6
Engines, Net HP	236
Engines, TORQUE	253
Transmission	5 or 6 speed Auto w/OD
Tire Size & Load Range	P255/70R17
Passenger Capacity:	5 passengers including driver.

16.0 FULL SIZE 1 TON CREW CAB SINGLE REAR WHEEL, 8-CYL, 6-PASSENGER

16.1. Body: Pickup

- 16.1.1. Pickup Bodies: Straight. Long Bed
- 16.1.2. Paint: Exterior color for the City of Killeen, Single color scheme of manufactures purest white color.

16.2. Cab: Crew

- 16.2.1. Air Bags: Required. Manufacturer’s standard to include side curtain/impact airbags if available from manufacturer [Exception: Units with 8,600 lb. GVWR and up.]
- 16.2.2. Air Conditioning: Required. Manufacturer's standard.
- 16.2.3. AM/FM Radio: Manufacturer's standard.
- 16.2.4. Auxiliary Power Outlet: One (1) 12 volt.
- 16.2.5. Seats: Front seats split bench 40/60, 40/20/40.

- 16.2.6. Upholstery: Vinyl in the manufacturer’s standard scheme, of black, gray or blue.
- 16.2.7. Jack, Handle, and Lug Wrench.
- 16.2.8. Power Package: power windows, power locks, power mirrors, cruise control, & tilt steering wheel.
- 16.2.9. Bluetooth Wireless Communication: Manufacturer’s standard, where available.

- 16.2.10. Flooring:: Heavy duty rubber flooring w/insert floor mats.

16.3. Chassis:

- 16.3.1. Automatic Transmission: Required
- 16.3.2. Brakes, ABS, required, Manufacturer's standard; front disc, 2- or 4- wheel.
- 16.3.3. Bumper (Full Width of Truck): Installed front and rear-step bumper shall be manufacturer's standard
- 16.3.4. Spare Wheel and Tire: OEM full-size, major Brand name.
- 16.3.5. Tires (including Spare): Steel belted radial, all position, tubeless All Season tread.
- 16.3.6. Electronic Stability Control: Required

16.4. Options:

- 16.4.1. Keyless Entry: Two Transmitters
- 16.4.2. Towing Package: Trailer tow package (class IV/V); which includes receiver hitch, trailer wiring harness, & Brake Controller.
- 16.4.3. Rearview Mirrors, Exterior, Trailer tow/Camper Type, Both sides: Each mirror shall be approximately 6 inch by 9 inch and equipped with extension arms.
- 16.4.4. 4" Oval Nerf Bars
- 16.4.5. Factory spray in bed-liner coating.

16.5. Requirements (Min. unless specified)

ITEM	Minimum Requirements
Wheelbase, inches	171.5
Approximate Payload Allowance, pounds	6,020
Length, Overall, inches:	
Length, Cargo, inches:	
GVWR, pounds:	13,000
Engines, Displacement, liters	6.0L V8 (Gasoline)
Engines, Net HP	316
Engines, TORQUE	380
Transmission	6-SPEED Auto OD
Passenger Capacity:	5 passengers including driver.

17.0 FULL SIZE 1/2 TON, EXTENDED CAB PICKUP TRUCK, 8-CYL, 5-PASSENGER, LONG BED

17.1. Body: Pickup

- 17.1.1. Pickup Bodies: Straight.
- 17.1.2. Paint: Exterior color for the City of Killeen, Single color scheme of manufactures purest white color.

17.2. Cab: Extended

- 17.2.1. Air Bags: Required. Manufacturer’s standard to include side curtain/impact airbags if available from manufacturer [Exception: Units with 8,600 lb. GVWR and up.]
- 17.2.2. Air Conditioning: Required. Manufacturer's standard.
- 17.2.3. AM/FM Radio: Manufacturer's standard.
- 17.2.4. Auxiliary Power Outlet: One (1) 12 volt.
- 17.2.5. Seats: Front seats split bench 40/60, 40/20/40.

- 17.2.6. Upholstery: Vinyl in the manufacturer’s standard scheme, of black, gray or blue.
- 17.2.7. Jack, Handle, and Lug Wrench.
- 17.2.8. Power Package: power windows, power locks, power mirrors, cruise control, & tilt steering wheel.
- 17.2.9. Bluetooth Wireless Communication: Manufacturer’s standard, where available.

- 17.2.10. Flooring:: Heavy duty rubber flooring w/insert floor mats.

17.3. Chassis:

- 17.3.1. Automatic Transmission: Required
- 17.3.2. Brakes, ABS, required, Manufacturer's standard; front disc, 2- or 4- wheel.
- 17.3.3. Bumper (Full Width of Truck): Installed front and rear-step bumper shall be manufacturer's standard
- 17.3.4. Spare Wheel and Tire: OEM full-size, major Brand name.
- 17.3.5. Tires (including Spare): Steel belted radial, all position, tubeless All Season tread.
- 17.3.6. Electronic Stability Control: Required

17.4. Options:

- 17.4.1. Keyless Entry: Two Transmitters
- 17.4.2. Towing Package: Trailer tow package (class IV); which includes receiver hitch, trailer wiring harness,
- 17.4.3. 4" Oval Nerf Bars
- 17.4.4. Factory spray in bed-liner coating.

17.5. Requirements (Min. unless specified)

ITEM	Minimum Requirements
Wheelbase, inches	133
Approximate Payload Allowance, pounds	1,804
Length, Overall, inches:	224.5
Length, Cargo, inches:	96
GVWR, pounds:	6,400
Engines, Displacement, liters	5.0L V8
Engines, Net HP	360
Engines, TORQUE	380
Transmission	6-SPEED Auto OD
Tire Size & Load Range	255/70R17
Passenger Capacity:	5 passengers including driver.

18.0 FULL SIZE 3/4 TON REGULAR CAB PICKUP TRUCK, LONG BED

18.1. Body: Pickup

- 18.1.1. Pickup Bodies: Straight.
- 18.1.2. Paint: Exterior color for the City of Killeen, Single color scheme of manufactures purest white color.

18.2. Cab: Regular

- 18.2.1. Air Bags: Required. Manufacturer’s standard to include side curtain/impact airbags if available from manufacturer [Exception: Units with 8,600 lb. GVWR and up.]
- 18.2.2. Air Conditioning: Required. Manufacturer's standard.
- 18.2.3. AM/FM Radio: Manufacturer's standard.
- 18.2.4. Auxiliary Power Outlet: One (1) 12 volt.
- 18.2.5. Seats: Front seats split bench 40/60, 40/20/40.

- 18.2.6. Upholstery: Vinyl in the manufacturer’s standard scheme, of gray or blue.
- 18.2.7. Jack, Handle, and Lug Wrench.
- 18.2.8. Power Package: power windows, power locks, power mirrors, cruise control, & tilt steering wheel.
- 18.2.9. Bluetooth Wireless Communication: Manufacturer’s standard, where available.

- 18.2.10. Flooring:: Heavy duty rubber flooring w/insert floor mats.

18.3. Chassis:

- 18.3.1. Automatic Transmission: Required
- 18.3.2. Brakes, ABS, required, Manufacturer's standard; front disc, 2- or 4- wheel.
- 18.3.3. Bumper (Full Width of Truck): Installed front and rear-step bumper shall be manufacturer's standard
- 18.3.4. Spare Wheel and Tire: OEM full-size, major Brand name.
- 18.3.5. Tires (including Spare): Steel belted radial, all position, tubeless All Season tread
- 18.3.6. Electronic Stability Control: Required

18.4. Options:

- 18.4.1. Keyless Entry: Two Transmitters
- 18.4.2. Towing Package: Trailer tow package (class IV); which includes receiver hitch, trailer wiring harness & Brake Controller.
- 18.4.3. Rearview Mirrors, Exterior, Trailer tow/Camper Type, Both sides: Each mirror shall be approximately 6 inch by 9 inch and equipped with extension arms.
- 18.4.4. 4" Oval Nerf Bars
- 18.4.5. Factory spray in bed-liner coating.

18.5. Requirements (Min. unless specified)

ITEM	Minimum Requirements
Wheelbase, inches	133.7
Approximate Payload Allowance, pounds	3,030
Length, Overall, inches:	225
Length, Cargo, inches:	97.8
GVWR, pounds:	8,650
Engines, Displacement, liters	5.7L V8
Engines, Net HP	360
Engines, TORQUE	380
Transmission	6-SPEED Auto OD
Tire Size & Load Range	LT245/70R17
Passenger Capacity:	3 passengers including driver.

19.0 MID-SIZE CREW CAB PICKUP TRUCK, SINGLE REAR WHEEL, 6-CYLINDER, SHORT BED 1/2 TON 4 FULL DOORS

19.1. Body: Pickup

19.1.1. Pickup Bodies: Straight/Short Bed

19.1.2. Paint: Exterior color for the City of Killeen, Single color scheme of manufactures purest white color.

19.2. Cab: Crew Cab

19.2.1. Air Bags: Required. Manufacturer’s standard to include side curtain/impact airbags if available from manufacturer [Exception: Units with 8,600 lb. GVWR and up.]

19.2.2. Air Conditioning: Required. Manufacturer's standard.

19.2.3. AM/FM Radio: Manufacturer's standard.

19.2.4. Auxiliary Power Outlet: One (1) 12 volt.

19.2.5. Seats: Front seats split bench 40/60, 40/20/40.

19.2.6. Upholstery: Vinyl in the manufacturer’s standard scheme, of black, gray or blue.

19.2.7. Jack, Handle, and Lug Wrench.

19.2.8. Power Package: power windows, power locks, power mirrors, cruise control, & tilt steering wheel.

19.2.10. Bluetooth Wireless Communication: Manufacturer’s standard, where available.

19.2.11. Flooring:: Heavy duty rubber flooring w/insert floor mats.

19.3. Chassis:

19.3.1. Automatic Transmission: Required

19.3.2. Brakes, ABS, required, Manufacturer's standard; front disc, 2- or 4- wheel.

19.3.3. Bumper (Full Width of Truck): Installed front and rear-step bumper shall be manufacturer's standard

19.3.4. Spare Wheel and Tire: OEM full-size, major Brand name.

19.3.5. Tires (including Spare): Steel belted radial, all position, tubeless All Season tread.

19.4. Options:

19.4.1. Keyless Entry: Two Transmitters

19.5. Requirements (Min. unless specified)

ITEM	Minimum Requirements
Wheelbase, inches	125.9
Approximate Payload Allowance, pounds	1,422
Length, Overall, inches:	205.5
Length, Cargo, inches:	59.5
GVWR, pounds:	4,900
Engines, Displacement, liters	3.6L V6
Engines, Net HP	236
Engines, TORQUE	266
Transmission	5 speed Automatic
Tire Size & Load Range	P245/75R16
Passenger Capacity:	5 passengers including driver.

20.0. Passenger Van, 4/6 cylinder, Front wheel Driver 4 Door.

20.1. Body: Passenger, Van

11.1.1. Paint: Exterior color for the City of Killeen, Single color scheme of manufactures purest white color.

20.2. Cab: Regular

20.2.1. Air Bags: Required. Manufacturer's standard to include side curtain/impact airbags if available from manufacturer [Exception: Units with 8,600 lb. GVWR and up.]

20.2.2. Air Conditioning: Required. Manufacturer's standard.

20.2.3. AM/FM Radio: Manufacturer's standard.

20.2.4. Auxiliary Power Outlet: One (1) 12 volt.

20.2.5. Seats: Front seats split bench 40/60, 40/20/40.

20.2.6. Upholstery: Vinyl in the manufacturer's standard scheme, of black, gray or blue.

20.2.7. Jack, Handle, and Lug Wrench; installed/equipped.

20.2.8. Power: Includes power windows, power locks, power mirrors, cruise control, & tilt steering wheel.

20.2.9. Window Tint: OEM Standard Tint. Tinting shall meet Texas DPS regulations.

20.2.10. Bluetooth Wireless Communication: Manufacturer's standard, if available.

20.2.11. Flooring:: Heavy duty rubber flooring w/insert floor mats.

20.3. Chassis:

20. 3.1. Automatic Transmission: Required

20. 3.2. Brakes, ABS, required, Manufacturer's standard; front disc, 2- or 4- wheel.

20. 3.3. Bumper (Full Width of Truck): Installed front and rear-step bumper shall be manufacturer's standard

20. 3.4. Spare Wheel and Tire: OEM full-size, major Brand name.

20. 3.5. Tires (including Spare): Steel belted radial, all position, and tubeless All Season tread.

20.4. Options:

20.4.1. Keyless Entry: Two Transmitters

20.4.2. Towing Package: Trailer tow package (class iii); which includes receiver hitch, trailer wiring, and harness (if available).

20.4.3. Passenger Seats, 8-passenger w/ capability to remove rear row seating to accommodate cargo.

20.5 Requirements (Min. unless specified)

ITEM	Minimum Requirements
Body Trim Designation (Base Vehicle)	Cargo Van
Wheelbase, inches	115.2
Approximate Payload Allowance, pounds	1500
Length, Overall, inches:	186.3
Length, Cargo, inches:	82.8
GVWR, pounds:	4751
Engines, Displacement, liters	4-Cyl 2.0L
Engines, Net HP	131
Engines, TORQUE	139
Transmission	Auto OD
Tire Size & Load Range	185/60R15

Section VIII City of Killeen Holidays and Non-Business Days

2016 OR NEWER MODEL VEHICLES AND LIGHT TRUCKS

Delivery times will be standard business hours, Monday thru Friday; 7:30am to 4:00pm Central Standard Time, except for non business days and holidays as noted below.

January 1st, 2016 - New Years Day

January 18th, 2016 - Martin Luther King Day

February 15th, 2016 - President's Day

March 25th, 2016 - Good Friday

May 30th, 2016 - Memorial Day

July 4th, 2016 - Independence Day

September 5th, 2016 - Labor Day

October 10th, 2016 - Columbus Day

November 11th - Veteran's Day

November 24th - Thanksgiving Day

November 25th - Day after Thanksgiving

December 24th - Christmas Eve

December 25th - Christmas Day

IX. SERVICE AGREEMENT

This is a Service Agreement between the City of Killeen (referred to herein as "City") and _____ (referred to herein as "Contractor"). This Agreement is made this ____ day of _____, 20__.

In consideration of the premises and of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

Definitions

City is identified as the City of Killeen.

Contractor is identified as an independent contractor, _____. Under no circumstances shall the Contractor be deemed an employee of City.

Scope of Agreement

The purpose of this Agreement is to enlist the professional services of Contractor to:

_____.

Term of Agreement

This Agreement shall commence on _____, 20__, and shall terminate _____.

Consideration

Contractor agrees to provide the services stated above:

___ at the rate of \$_____ per hour; or

___ for the lump sum of \$_____.

Texas Law

This Agreement shall be subject to and governed by the laws of the State of Texas. The parties agree that for venue purposes, any and all lawsuits, disputes or causes of action shall be in Bell County, Texas.

Severability

If any provision of this Agreement shall, for any reason, be held to violate any applicable law, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate the remaining provisions of this Agreement.

Subcontracts and Assignments

Consultant's rights and obligations hereunder are deemed to be personal and may not be transferred or assigned. Any assignments shall be void and of no effect.

Entire Agreement

This Agreement shall represent the entire agreement by and between the parties and it may not be changed except by written amendment duly executed by all parties.

SIGNED, ACCEPTED AND AGREED TO this _____ day of _____, 20____, by the undersigned parties who acknowledge that they have read and understand this Agreement and the undersigned parties hereby execute this legal document voluntarily and of their own free will.

Dated this the _____ day of _____, 20_____.

City Of Killeen

Contractor

Glenn Morrison, City Manager

name: _____

