RECORDING FORM

To: Alison - County Judge
From: Purchasing:
Date: 8-15-2013
□ RFP#
*RFB# 2013 - 320 Used Vohicle
\nearrow Date approved in Commissioner's Court $8-12-2013$
Rejected in Commissioner's Court Requested to rebid: Requested NO rebid:
Other:
Original Bids/Proposals/Quotes/Qualifications Recap Sheet Misc. documentation

Please file/scan in the County Clerk's Records.

RECAP RFB#2013-320 USED VEHICLE FOR SO OPENED:

July 30, 2013 2:30p.m.

VENDOR	VENDOR:	VENDOR:	VENDOR:
Information	Sam Pack Ford	Big Bear	Caldwell Country
	Carrollton, TX	Cruisers	Caldwell, TX
		Muldrow, OK	
Quote #1	Quote #1	Quote #1	Quote #1
Yr.	2011	2010	2013
Model:	Crown Vic	Crown Vic	Chevrolet Tahoe
Mileage:	34,900	59,600	New
Clear Title:	Yes	Yes	Yes
Delivery Date:	3 days max	7-14 days	7-14 days
		No delivery fee	No delivery fee
Total Amount	\$17,459.00	\$12,495.00	\$25,326.00
Misc. Notes			
Quote #2	Quote #2	Quote #2	Quote #2
Yr.			2013
Model:			Equinox Sport
Mileage:			New
Clear Title:			Yes
Delivery Date:			7-14 days
			No delivery fee
Total Amount			\$20,446.00
Misc. Notes:			Quote #3
	Vendor will not		2012 Impalas
	guarantee will be		Ranging from
	available		\$13,900.00-\$14,900.00
			2013 Impalas
			\$16,400
<u> </u>			(see attached)

Attest: Pam Causey, Assistant Purchasing Agent Libby Chandler, Buyer

1 From 7 76-13

FedEx Tracking Number

8024 5897 2347

fedex.com 1.800.GoFedEx 1.800.463.3339

Recipients NIAREXATT

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817 556-6384

0103142771

神 74948-2806

☐ FedEx Pak*

超口

Address 70

GIBBONS LN

COMPANY BIG BEAR CRUISERS

816

CIN MOLDROW

xpress



Extremely Urgent

427-8888

Insert shipping document here

Big Bear Cruisers Inc.
Police Cars Equipment
Pt Smith AR.)(918) 427-8888
706 Gibbons Lane
Muldrow, OK. 74948

Jose See Soll one

Pam K. Causey

From:

Patrolcars@aol.com

Sent:

Wednesday, July 31, 2013 10:54 AM

To:

Pam K. Causey

Cc:

patrolcars@aol.com Re: Vin# Johnson County

Subject: Attachments:

 $XVehicle History Report on 2FABP7BV2AX119585_BigBear Cruisers.pdf$

Pam the VIN # is 2FABP7BV2AX119585

I have attached a copy of the CAR FAX report. If it does not come thru let me know and I will FAX it to you.

It shows that it had an accident to the right front of the vehicle but when we had the front alignment completed there were no issues discovered and alignment was completed. You can tell the Sheriff that he can have it checked upon delivery and if it does not meet his reasonable requirements I will gladly bring it back home.

Thanks

Jim (918) 427-8888 Big Bear

In a message dated 7/31/2013 9:41:52 A.M. Central Daylight Time, PamC@johnsoncountytx.org writes:

Jimmy,

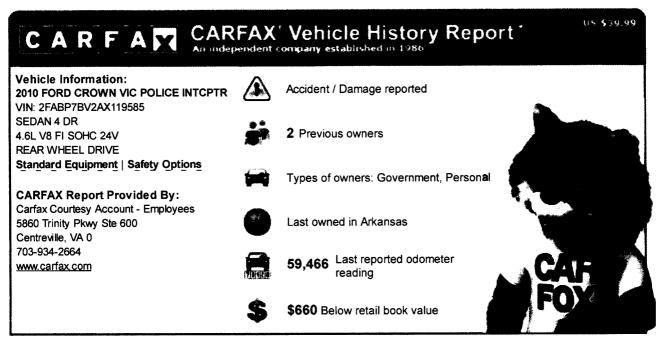
Can you give me the VIN# on the vehicle?

Pam Causey

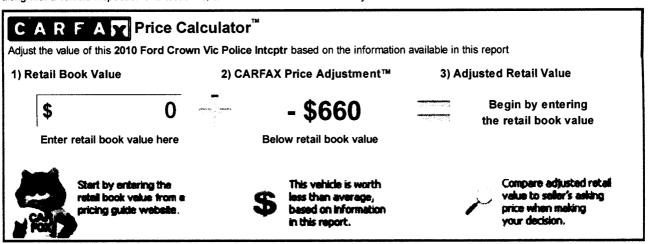
Assistant Purchasing Agent

Johnson County

1



This CARFAX Vehicle History Report is based only on information supplied to CARFAX and available as of 7/31/13 at 11:22:32 AM (EDT). Other information about this vehicle, including problems, may not have been reported to CARFAX. Use this report as one important tool, along with a vehicle inspection and test drive, to make a better decision about your next used car.



CARFAM Ownership History	🚨 Owner 1	🙎 Owner 2
The number of owners is estimated		_
Year purchased	2010	2013
Type of owner	Government	Personal
Estimated length of ownership	2 yrs. 6 mo.	3 months
Owned in the following states/provinces	See Details	Arkansas
Estimated miles driven per year	23,126/yr	
Last reported odometer reading	59,466	

CARFAM Title History

CARFAX guarantees the information in this section

Salvage | Junk | Rebuilt | Fire | Flood | Hail | Lemon

Not Actual Mileage | Exceeds Mechanical Limits

Owner 1

Owner 2

Guaranteed No Problem Guaranteed No Problem

Guaranteed No Problem Guaranteed No Problem



GUARANTEED - None of these major title problems were reported by a state Department of Motor Vehicles (DMV). If you find that any of these title problems were reported by a DMV and not included in this report, CARFAX will buy this vehicle back. **Register | View Terms**

CARFAY Additional History Not all accidents / issues are reported to CARFAX	& Owner 1	A Owner 2
Total Loss No total loss reported to CARFAX.	No Issues Reported	No Issues Reported
Structural Damage No structural damage reported to CARFAX.	No Issues Reported	No Issues Reported
Airbag Deployment No airbag deployment reported to CARFAX.	No Issues Reported	No Issues Reported
Odometer Check No indication of an odometer rollback.	No Issues Indicated	No Issues Indicated
Accident / Damage Accident reported on 01/06/2011.	Accident Reported	No New Issues Reported
Manufacturer Recall A current list of recalls is available at Ford Motor Company.	No Recalls Reported	No Recalls Reported

Owner		Date:	Mileage:	Source:	Comments:	
urchased: ype: /here:	2010 Government New Hampshire,	01/08/2010		NICB	Vehicle manufactured and shipped to original dealer	
st. iles/year:	Ilinois, Ohio 23,126/yr	01/20/2010		New Hampshire Inspection Station Hillsborough County	Passed emissions inspection	
st. length wned:	5/24/10 - 12/3/12 (2 yrs. 6 mo.)	05/24/2010	6	New Hampshire Motor Vehicle Dept. Dover, NH	Vehicle purchase reported Registration issued or renewed Titled or registered for government use Vehicle color noted as White	
		06/01/2010		New Hampshire Motor Vehicle Dept. Dover, NH Title #11916106	Title issued or updated First owner reported Vehicle color noted as White	
		01/06/2011		New Hampshire Damage Report	Accident reported Involving right front impact With another motor vehicle	
		12/03/2012		Illinois Motor Vehicle Dept. Chicago, IL	Vehicle purchase reported	

12/17/2012	59,437	Illinois Motor Vehicle Dept. Chicago, IL Title #X2352409006	Title issued or updated Dealer took title of this while it was in inventor	vehicle
12/18/2012	59,439	Ohio Motor Vehicle Dept. Middletown, OH	Vehicle purchase repo	orted
12/27/2012		Ohio Motor Vehicle Dept. Middletown, OH Title #8301802444	Title issued or updated Dealer took title of this while it was in inventor	vehicle
03/09/2013		Ohio Motor Vehicle Dept. Middletown, OH Title #0903496879	Title issued or updated Dealer took title of this while it was in inventor Correction to record	vehicle
03/18/2013	59,466	Auto Auction Ohio	Listed as a dealer veh Sold at auction	icle
				Millions of used vehicles are bought and sold at auction every year.

owned:

Purchased: 2013 Type: Perso Where: Arkar Est. length 4/18,

2013 Personal Arkansas 4/18/13 present (3 months) Date:

04/18/2013

Mileage:

Arkansas Motor Vehicle Dept.

Mena, AR Title #57011302013 Comments:

Title issued or updated New owner reported Vehicle color noted as White



Source:

I'm here to help! Print and bring my SmartBuyer Checklist when you go to test drive this 2010 Ford Crown Vic Police Intentr

Have Questions? Consumers, please visit our Help Center at www.carfax.com. Dealers or Subscribers, please visit our Help Center at www.carfaxonline.com.

CARFAM Glossary

View Full Glossary

Accident / Damage Indicator

CARFAX receives information about accidents in all 50 states, the District of Columbia and Canada. Different information in a vehicle's history can indicate an accident or damage, such as: salvage auction, fire damage, police-reported accident, crash test vehicle, damage disclosure, collision repair facility and automotive recycler records. Not every accident or damage event is reported and not all reported are provided to CARFAX. Details about the accident or damage event when reported to CARFAX (e.g. severity, impact location, airbag deployment) are included on the Vehicle History Report. CARFAX recommends you obtain a vehicle inspection from your dealer or an independent mechanic.

- According to the National Safety Council, Injury Facts, 2007 edition, 7% of the 245 million registered vehicles in the U.S. were involved in an accident in 2005. Over 75% of these were considered minor or moderate.
- CARFAX depends on many sources for its accident / damage data. CARFAX can only report what is in our database on 7/31/13 at 11:22:32 AM (EDT). New data will result in a change to this report.

New Hampshire Police Reports:

- · Do not include an assessment of damage severity
- · Are required if the estimated damage exceeds \$1000

CARFAX Price Adjustment™

Accidents, service records, number of owners and many other history factors can affect a vehicle's value. The CARFAX Price Adjustment is a tool that analyzes millions of used car transactions to measure how the combination of all the information reported to CARFAX affects the value of a particular vehicle. The vehicle's retail book value plus the CARFAX Price Adjustment will give you a more accurate measure of the vehicle's value. Use this tool, along with a vehicle inspection and test drive, to make a better decision about your next used car.

First Owner

When the first owner(s) obtains a title from a Department of Motor Vehicles as proof of ownership.

Ford or Lincoln Mercury Recall

The Ford Motor Company provides Carfax with recall information regarding safety, compliance and emissions programs announced since 2000 for a specific vehicle. For complete information regarding programs or concerns about this vehicle, please contact a local Ford or Lincoln Mercury Dealer.

New Owner Reported

When a vehicle is sold to a new owner, the Title must be transferred to the new owner(s) at a Department of Motor Vehicles.

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Title Issued

A state issues a title to provide a vehicle owner with proof of ownership. Each title has a unique number. Each title or registration record on a CARFAX report does not necessarily indicate a change in ownership. In Canada, a registration and bill of sale are used as proof of ownership.

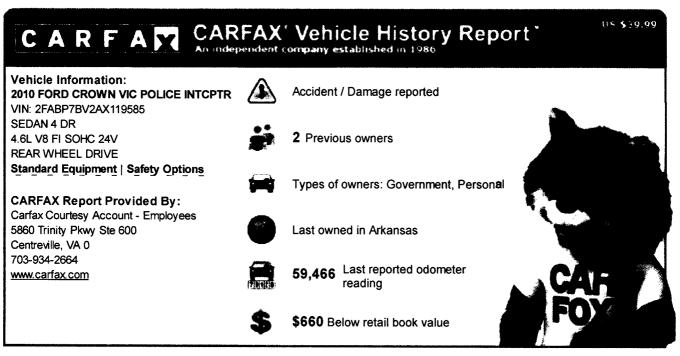
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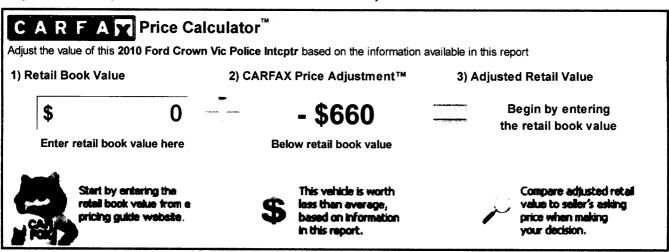
Covered by United States Patents Nos. 7,113,853; 7,505,838 and 7,596,512.

7/31/13 11:22:32 AM (EDT)

4 of 4 7/31/2013 11:25 AM



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CARFAM Ownership History The number of owners is estimated	🙎 Owner 1	& Owner 2
Year purchased	2010	2013
Type of owner	Government	Personal
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Owned in the following states/provinces	See Details	Arkansas
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Not Actual Mileage | Exceeds Mechanical Limits

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Owner 2

Guaranteed No Problem Guaranteed No Problem

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CARFAM Additional History Not all accidents / issues are reported to CARFAX	2 Owner 1	2 Owner 2
Total Loss No total loss reported to CARFAX.	No Issues Reported	No Issues Reported
Structural Damage No structural damage reported to CARFAX.	No Issues Reported	No Issues Reported
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Owner	1	Date:	Mileage:	Source:	Comments:
urchased: ype: /here:	2010 Government New Hampshire,	01/08/2010		NICB	Vehicle manufactured and shipped to original dealer
st. iles/year:	Ilinois, Ohio 23,126/yr	01/20/2010		New Hampshire Inspection Station Hillsborough County	Passed emissions inspection
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03/18/2013	59,466	Auto Auction Ohio	Listed as a dealer veh Sold at auction	icle
				Millions of used vehicles are bought and sold at auction every year.

1 Owner 2 Date: Mileage: Source: Comments: Purchased: 2013 04/18/2013 Arkansas Title issued or updated Type: Personal Motor Vehicle Dept. New owner reported Where: Arkansas Mena, AR Vehicle color noted as White Est. length 4/18/13 -Title #57011302013 owned: present (3 months) I'm here to help! Print and bring my SmartBuyer Checklist when you go to test drive this 2010 Ford Crown Vic Police

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Title Issued

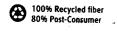
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Covered by United States Patents Nos. 7,113,853; 7,505,838 and 7,596,512.

7/31/13 11:22:32 AM (EDT)



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817-556-6382
JOHNSON COUNTY
1102 E KILPATRICK ST. SUITE B CLEBURNE TX 76031-1902



ALAN ROSNER 8888353389 SAM PACK'S FIVE STAR FORD 1635 S INTERSTATE 35 E CARROLLTON TX 75006



TRACKING #: 1Z 2A5 833 01 9587 0065



BILLING: P/P

Reference # 1: RFB# 2013-320

CE 15.5.25.

1200

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CLEBURNE TX 76031 – 1902 1102 E KILPATRICK ST JOHNSON COUNTY

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UPS Worldwide Express*
UPS 2nd Day Air*

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7/29/2013

Sam Pack's Five Star Ford
1635 S. IH 35E - Carrollton, TX 75006
Bill Dutton, Commercial Account Manager
888-837-3389 EXT. 4
972-245-5278 FAX

202

RFB# 2013-320 Duellate 7/30/2013 at 2:30 PM

REQUEST FOR BID

Used 2008 or Newer Sedan/SUV

JOHNSON COUNTY



RFB# 2013-320 DUE DATE JULY 30, 2013 BY 2:30 P.M.

> Johnson County 1102 E. Kilpatrick, Ste B Cleburne, TX 76031 (817) 556-6384 www.johnsoncountytx.org

INSTRUCTIONS/TERMS OF CONTRACT:

SUBMISSION OF PROPOSALS/BIDS: **Two (2) complete sets** of all proposal/bid documents (original and one (1) copy) shall be sealed and submitted as vendor's response to:

Johnson County Purchasing Margaret Cook, CPPB, Purchasing Agent 1102 E. Kilpatrick, Suite B Cleburne, Texas 76031

Sealed proposals/bids shall be received no later than: 2:30 P.M., JULY 30, 2013.

MARK ENVELOPE: RFB 2013-320 FOR A USED 2008 SEDAN OR SUV ONLY FOR JOHNSON COUNTY.

LATE PROPOSALS: Proposals/bids received in the County Purchasing Department after submission deadline will be considered void and unacceptable. Johnson County is not responsible for lateness or non-delivery by mail service/carrier, etc., and the date/time stamp in the Purchasing Department shall be the official time of receipt.

PROPOSAL/BID SHALL INCLUDE: This RFP/RFB and all additional documents submitted. Each proposal/bid shall be place in a sealed envelope, **signed by a person having authority to bind the firm in a contract** and marked clearly on the outside as directed in the COVER SHEET. FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

The enclosed Request for Proposal/Bid and accompanying Specifications are for the vendor's convenience in submitting an offer for the enclosed referenced products and/or services for Johnson County.

Johnson County appreciates vendor's time and effort in preparing this proposal/bid. Vendors are invited to attend.

If vendor does not wish to submit a proposal/bid at this time, but wishes to remain on the vendor list for this commodity, please submit a "No Offer" by the same time and at the same location as stated in the COVER SHEET. If a response is not received in the form of a "Proposal", "Bid" or "No Offer", vendor shall be removed from the vendor list. For the vendor's convenience, a "No Offer" response is acceptable by fax. If vendor wishes to be removed from the vendor list, or to change contact information and/or to be added to the vendor list for another commodity, please contact the Johnson County Purchasing Department. Include as much of the following information as possible when making such a request: Company Name, Representative, Address, Telephone Number, Fax Number and commodity and/or service provided.

Awards are usually made in a Regular Session of the Johnson County Commissioners' Court, following the proposal/bid opening. Results will be sent to those who submitted a proposal/bid.

IT IS UNDERSTOOD that the Commissioners' Court of Johnson County, Texas reserves the right to reject any or all proposals/bids as it may deem to be in the best interests of Johnson County. Receipt of any proposal/bid shall under no circumstances obligate Johnson County to accept the lowest dollar submission. The award of the contract shall be made to the responsible vendor, whose proposal/bid is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the request for proposals/bids. Johnson County also reserves the right to award all or part of a proposal/bid unless otherwise stated in the specifications.

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

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the proposal/bid, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL/BID: A proposal/bid may not be withdrawn or canceled by the vendor without the permission of the County for a period of ninety (90) days following the date designated for the opening of proposals/bids, and vendor so agrees upon submittal of vendor's proposal/bid. Proposals/bids may be withdrawn at any time prior to the official opening by notifying the Johnson County Purchasing Department in writing.

PROPOSALS/BIDS WILL BE received and publicly acknowledged at the location, date and time stated in the COVER SHEET. Vendors, their representatives and interested persons may be present. *The proposals/bids shall be received and acknowledged only so as to avoid disclosure of the contents to competing vendors and kept secret during negotiations.* However, all submissions shall be open for public inspection after the contract is awarded, except for trade secrets, financial information, and other confidential information contained in the proposal/bid and identified as such by vendor. As applicable, submit a minimum of one copy of confidential information, sealed and marked as confidential with submission.

PERMITS: All construction related permits, fees, and licenses required by any government entity or agency are the responsibility of the vendor and shall be a part of the proposal.

SALES TAX: Johnson County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore the proposal/bid shall not include sales taxes. Tax exemption certificates will be executed by the Johnson County Purchasing Department.

CONTRACT: This proposal/bid, accompanying documents, and any negotiated terms, when properly accepted by the Johnson County Commissioners' Court, shall constitute a contract equally binding between the successful vendor and Johnson County. Prices shall remain firm for the entire contract period. No different or additional terms will become a part of the contract with the exception of Change Orders.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be written form and shall include supporting documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract SHALL be made in writing to the Johnson County Purchasing Department, who shall submit change order to the Johnson County Commissioners' Court for approval. No item, service, etc. on change orders shall be acted upon before it has been approved by the Johnson County Commissioners' Court.

CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.

ETHICS: The vendor and/or vendor's representatives shall not offer nor accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Johnson County.

EXCEPTION/SUBSTITUTIONS: All proposals/bids meeting the intent of this request for proposal/bid will be considered for negotiations. Vendors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the submission. If offering other than specification, vendor must certify article offered is equivalent to specifications. When offering other than specified brand, vendor shall submit as part of the RFP/RFB, specifications, illustrations, and complete descriptive literature. The absence of such a list shall indicate that the vendor has not taken exception(s) and the vendor shall be responsible for performing in strict accordance with the specifications of the RFP/RFB. Johnson County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) it deems to be in the best interest of the County.

DESCRIPTIONS: Whenever an article or material is defined or used in the RFP/RFB specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Proposals/Bids must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.

ADDENDUM: Any interpretations, corrections or changes to this RFP/RFB and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court and/or the Purchasing Department. Addendum will be mailed, emailed, or faxed to all that are known to have received a copy of the RFP/RFB. Vendors shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.

PROPOSAL/BID MUST COMPLY with all federal, state, county and local laws concerning the type of article and/or service being offered.

DESIGN, STRENGTH, QUALITY of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

ALL HARDWARE, OR ANY OTHER ITEM offered in this proposal/bid must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE vendors: A prospective vendor must affirmatively demonstrate vendor's responsibility. A prospective vendor must meet the following requirements:

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

Johnson County may request representation and other information sufficient to determine vendor's ability to meet the minimum standards listed above.

FACTORS IN AWARD: Proposals/Bids will be based on, but not limited to, the following factors: unit price, total bid price, delivery date, results of any testing or demonstrations, special needs of Johnson County, prior experience with this or similar products or services, vendor reputation, vendor's past performance record with Johnson County or other counties, an evaluation of the vendor's ability, estimated cost of supplies and/or maintenance, warranty terms, ability to integrate with equipment already owned by the County, and estimated surplus values. In general, Johnson County will award an agreement or contract to the vendor whom, in the judgment of the Johnson County Commissioners Court, is best able to provide the product or services most likely to satisfy the needs of the County, allowing the county optimum value for the public funds expended. By state law, Johnson County is bound to purchase from the responsible vendor who submits the lowest and/or best bid.

REFERENCES: Johnson County requests vendor to submit, with this RFP/RFB, a list of references (listing name, mailing address, and telephone number), of at least three (3) and not to exceed five (5) in number, who can attest to the ability of the vendor to supply/perform the goods/services under the contract being bid. REFERENCES PROVIDED SHALL BE OTHER COUNTY GOVERNMENT ENTITIES WHEN POSSIBLE.

VEDNOR SHALL PROVIDE with this response, all documentation required by this RFP/RFB. Failure to provide this information may result in rejection of submission.

SUCCESSFUL VENDOR SHALL defend, indemnify and save harmless Johnson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by

any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal/bid award. Successful vendor shall pay any judgment with costs, which may be obtained, against Johnson County growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful vendor must state therein the reasons for such cancellation. Johnson County reserves the right to award canceled contract to next best vendor as it deems to be in the best interest of the County.

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

- 1. Meet delivery or completion schedules;
- 2. Otherwise perform in accordance with the accepted submission;
- 3. Submit Verification of Insurance prior to commencement of work; and,
- 4. Submit Bid, Performance, or Payment Bond, as applicable, prior to commencement of work.

Breach of contract or default authorizes the County to award to another vendor, purchase elsewhere and charge the full increase in cost to the defaulting vendor.

REPRESENTATIVE SUBMITTING OFFER affirms that they are duly authorized to execute this contract, that this company, corporation, firm partnership or individual has not prepared this bid in collusion with any other vendor, unless clearly outlined, and further affirms that the contents hereof have not been communicated by the undersigned or by any employee or agent to any other vendor or to any other persons engaged in this type of business prior to the official opening of this offer. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

The undersigned declares that the amount and nature of the materials to be furnished is understood and that the nature of this offer is in strict accordance with the conditions set forth in this document and is a part of the proposal/bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the proposals/bids are opened.

PATENTS/COPYRIGHTS: The successful vendor agrees to protect Johnson County from claims involving infringements of patents and/or copyrights.

CONTRACT ADMINISTRATOR: The contract administrator, Purchasing Agent, will serve as sole liaison between the Johnson County Commissioners Court and affected Johnson County Departments and the successful vendor. Unless directly outlined in this specification the vendor shall consider no one but the Contract Administrator authorized to communicate, by any means, information or suggestions regarding or resembling this RFP/RFB throughout the proposal process. The Contract Administrator has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.

TESTING: Testing and/or samples may be requested by Johnson County prior to proposal award. Any sample that fails testing may be considered as not complying with County's specifications and such a situation will be sufficient reason to reject an offer. Samples and/or testing, when required, shall be furnished free of expense to the County.

PURCHASE ORDER: Johnson County shall generate a purchase order(s) to the successful vendor(s). The Purchase Order number must appear on all itemized invoices and/or packing slips. Johnson County will not be held responsible for any orders/services placed/delivered without a valid current purchase order approved by the Johnson County Purchasing Department.

PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall include:

- (a) Name and address of successful vendor;
- (b) Name and address of receiving department and/or location;
- (c) Johnson County Purchase Order number; and,
- (d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address/location of services rendered, as applicable.

Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

INVOICES must show all information as stated above, and will be issued for each purchase order.

PAYMENTS are processed upon receipt of invoice and after the Contract Administrator has determined that the items have been received in good condition, that all terms have been met, and that no unauthorized substitutions have been made. All payments must be approved in the regular meetings of the Commissioners Court, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful vendor(s) is required to pay subcontractors within ten (10) days. The Johnson County Commissioners' Court meet in Regular Session every second and fourth Monday of each month. Late invoices will be paid on the next Regular Session of Johnson County Commissioners' Court with no

additional charges to Johnson County. Only original invoices will be accepted. In the case of a holiday being on the day of Regular Session, court is held on the next scheduled business day.

EQUIPMENT/GOODS/SERVICES supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.

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

REMEDIES: The successful vendor and Johnson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Johnson County, Texas.

ASSIGNMENT: The successful vendor shall not sell, assign, transfer or convey any contract resulting from this RFP/RFB, in whole or in part, without the prior written consent of Johnson County.

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

INSURANCE REQUIREMENTS: Vendor shall procure, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, vendor's agents, representatives, employees or subcontractors. The cost of such insurance shall be the responsibility of the vendor. The County, all public officials, employees, and volunteers shall be named as additional insureds.

A. Minimum Limits of Insurance

Comprehensive General Liability, to include contractual liability:

- 1. Commercial and Comprehensive Liability
 - \$ 1,000,000.00 CSL BI & PD per Occurrence
 - \$ 2,000,000.00 General Aggregate
 - \$ 2,000,000.00 Products/Completed Operations Aggregate
 - \$ 1,000,000.00 Personal/Advertising Injury
 - \$ 3,000,000.00 Fire damage

2. Automobile Liability

\$ 1,000,000.00 each accident Combined Single Liability

\$ 1,000,000.00 each accident uninsured/Underinsured Motorists combined Single Liability

All owned, non-owned, hired and all vehicles used by Vendor with a combined single limit of \$ 1,000,000.00 covering personal injury (including bodily injury and property damage).

3. Worker's Compensation

Statutory - V.T.C.A., Labor Code, Chapter 401 ET.SEQ.

B. Other Insurance Provisions:

1. All Coverage's

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after thirty (30) days prior notice by certified mail, return receipt requested, has been given to County.

C. Acceptability of Insurers:

Insurance is to be placed with insurers licensed in the State of Texas, rated by Moody's Investors Service Inc., and rated A- or better by A. M. Best or A or better by Standard and Poors.

D. Verification of Coverage:

Vendor shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received by the County prior to commencement of any work. The County reserves the right to require complete, certified copies of all insurance policies at any time.

BOND REQUIREMENTS: If applicable, a Bid Bond may be required. Pursuant to the provisions of Section 262.032 (a) of the Texas Local Government Code, if the contract contemplated by this request is for proposal/bid for the construction of public works, or will be under a contract exceeding \$ 100,000.00, Johnson County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a proposal/bid by Johnson County Commissioners' Court, the successful vendor shall furnish a performance bond to Johnson County for the full amount of the contract if the contract exceeds \$ 50,000.00.

Such bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.

If applicable, a Payment Bond (Bond for Labor and Material) shall be required. Pursuant to the provisions of V.A.T.S., Article 5160 and Government Code 2253, if the amount of the contract awarded to the successful vendor exceeds \$50,000.00, then said successful vendor shall execute a payment bond in the amount of the contract, solely for the protection and use of payment bond beneficiaries with awarded vendor, all claimants supplying labor and material in the performance of the work provided for in said contract, for use of each such claimant.

Vendor shall provide the following with bid submission:

- 1. References of any city and/or county agencies currently doing business with vendor along with outside firms. Provide entity name, contact name, address, telephone number, and/or email address;
- 2. Completed W9 Form; and,
- 3. Other documentation as may be specified within this proposal/bid.

ANY QUESTIONS relating to this Request for Proposal/Bid and Specification(s) shall be directed to Margaret Cook, CPPB, Purchasing Agent, in writing by fax (817-556-6385) or by email <u>PUR@johnsoncountytx.org</u>.

SPECIFICATIONS

PURPOSE:

Johnson County is requesting sealed bids for a Used 2008 or Newer Sedan and/or SUV for Johnson County. Johnson County reserves the right to accept or reject any/all of the bids received and/or purchase from any State contract and/or inter-local agreements. Acceptance of this bid by Commissioners' Court shall constitute a contract between the awarded vendor and Johnson County.

SPECIFICATIONS:

Specifications are as follows;

- One Used 2008 or Newer Sedan and or SUV
- Crown Vic or equal to size and/or SUV
- 4 DR
- AC/Heat
- AM/FM Radio
- Unleaded fuel
- Automatic transmission
- Maximum mileage (if USED) 60,000
- Exterior (No bright colors, i.e. red, green, etc.)

GENERAL INSTRUCTIONS:

- Vendor may quote more than one vehicle; however each vehicle must be on a separate quote sheet and numbered (Quote #1 and etc.)
- Vendor shall send picture and itemized specification sheet
- Vehicle will be used in the Sheriff's Office
- Vehicle shall not have been wrecked and in good to excellent working condition
- Vendor shall provide a clear title and provide Johnson County will all paperwork
- Any and all questions shall be submitted and directed to Johnson County Purchasing at pur@johnsoncountytx.org.

QUOTE BID SHEET

RFB#2013-320

I mmediate Response Required

I have read and understood all the documents in the bid packet. I am authorized to submit Vehicle remains available for sale to public. the following quote;

<u>Committeent</u>	required to remove from inventory
Year: 2011	QUOTE # /
Model:	Can you provide a clear title:
Crown Victoria	Yes
Make: Ford	Approximant Delivery Date once Purchase
Ford	Order is issued: 3 days max
Mileage:≈34, 900	Delivery charges: \$ /n c/u ded
	Total amount due: \$ 17, 459

Specifications attached

VENDOR INFORMATION

NAME OF	0 0 11 5 6 1
BUSINESS	Sam Pack's Five Star Ford
ADDRESS	1635 S. IH 35 East
CITY/STATE/ZIP	Carrollton, TX 75006
TELEPHONE	Office: 888-835-3389 Fax: 972-245-5278 Cell: 214-837-3055
CONTACT NAME	Will Dutton
SIGNATURE	\sim 11
OF	Q M H
AUTHORIZATION	Dell Lul

NOTE:

YOUR SIGNATURE ATTESTS TO YOUR OFFER TO PROVIDE THE GGODS AND/OR SERVICES IN THIS BID/PROPOSAL/QUOTE TO THE PUBLISHED PROVISIONS OF THIS JOB. WHEN AWARDED A LETTER IS ISSUED AND BECOMES PART OF THIS CONTRACT.

CLEAR TITLE NOTIFICATION

My signature attests that if awarded this bid/proposal that I shall submit a "Clear Title" to Johnson County Purchasing and this notification becomes a part of the contract.

Signature of submitter

This notification must be signed and returned or the entire packet can be rejected.

RESIDENCE CERTIFICATION

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Johnson County requires a Residence Certification. §2252.001 *et seq.* of the Texas Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

	I certify that <u>SamPack's Five Star For</u> (Company Name) as defined in Texas Government Code §2252.001.	···•
	I certify that	is a Nonresident Bidder as
	(Company Name) defined in Texas Government Code §2252.001 and	d our principal place of business is

(City and State)

1635 S. Interstate 35 E. Carrollino, Al N 75006

WELCOME TO SAM PACK'S

Five Star Ford Carrollton

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Avalanche LT

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35,890



\$31,000





2011 Ford Crown Victoria LX

16

24

Retail Value: \$ CALL E Price: \$18,000

Estimate Payment

Overview

Mileage: 34,754 Drivetrain: RWD

Transmission: Automatic

Engine: Gas/Ethanol V8 4.6L/281 Ext. Color: Light Ice Blue Metallic

Int. Color: Medium Light Stone

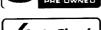
Fuel Type: Unknown

Stock #: RP11544

VIN: 2FABP7EV0BX132848

Located at:

Five Star Ford Carrollton 1635 Interstate 35 East Carrollton, TX 75006





Vehicle Description

Ford Certified. All the right ingredients! Flex Fuel! There is no better time than now to buy this outstanding 2011 Ford Crown Victoria. Ford Certified Pre-Owned means you not only get the reassurance of a 12Mo/12,000Mile Comprehensive Warranty, but also up to a 7-Year/100,000-Mile Powertrain Limited Warranty, a 172-point inspection/reconditioning, 24/7 roadside assistance, trip-interruption services, rental car benefits, and a complete CARFAX vehicle history report. Have one less thing on your mind with this trouble-free Crown Victoria. Stop clicking start calliing today at 972-446-5027

Other

Performance

Luxurv

Entertainment

CD player

Dual front side impact airbags

Front anti-roll bar

Tachometer

Illuminated entry

Occupant sensing airbag

Remote keyless entry

Driver door bin

Bumpers: body-color

4 Speakers

Bodyside moldings

Passenger vanity mirror

Delay-off headlights

Power driver seat

Power door mirrors

Driver vanity mirror

Low tire pressure warning

Panic alarm

Air Conditioning

AM/FM radio

Cloth Seats

Outside temperature display

Fully automatic headlights

Variably intermittent wipers

Passenger door bin

Power steering

Overhead console

Dual front impact airbags

Rear seat center armrest

6-Passenger Luxury Cloth 50/50 Split Front Bench

Front wheel independent suspension

Power windows

Rear window defroster

Front reading lights

Leather steering wheel

Tilt steering wheel

Speed control

Alloy wheels

Speed-sensing steering

Automatic temperature control

ABS brakes

Floor Mats

Rear Bench Seat

Passenger Air Bag Sensor

Power Door Locks

Split Bench Seat

Intermittent Wipers

Remote Trunk Release

Driver Vanity Mirror

Cruise Control

Power Windows

Automatic Headlights

ABS

Emergency Trunk Release

Transmission Overdrive Switch

Passenger Vanity Mirror

Temporary Spare Tire

A/C

Tires - Rear All-Season

Tires - Front All-Season

Front Side Air Bag

Rear Wheel Drive

Adjustable Steering Wheel

Driver Adjustable Lumbar

Front Reading Lamps

Power Steering
4-Wheel Disc Brakes
Tire Pressure Monitor
Engine Immobilizer
Flex Fuel Capability
Power Mirror(s)
Climate Control

Actual mileage will vary with options, driving conditions, habits, and vehicle condition.

Estimated Monthly Payment

0 / Mo. This is only an estimate View Detail >>

* Required Calculate

Calculator Disclaimer * This calculator is intended solely for general informational purposes and to provide a rough estimate based on the information you have provided. You should not base your decision on this estimate alone. Please note that title, registration, tax and other fees, and personal circumstances such as employment status and personal credit history, were not considered in the calculations. Personal circumstances may have a significant effect on interest rates for which an individual might qualify. Accordingly, we cannot and do not guarantee the accuracy or applicability of the estimates produced by this calculation, and the results from its use should be viewed as hypothetical, for illustrative purposes. At the appropriate time, we recommend that you rely on actual interest rate and payment information provided to you by your dealer or lender.

Close Calculator

Finance Terms

Trade-In Value
\$

Downff on Trade-In
\$

Down Payment
\$

Finance Rate (APR)*
%

Term (Months)*

Save

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STATE HIGHWAY

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KIB# 2013-320

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76031 TX-US DFW

MON - 29 JUL 4:30P STANDARD OVERNIGHT

BILL SENDER

JOHNSON COUNTY 1102 E KILPATRICK ST

CLEBURNE TX 76031

CALDWELL, TX 778364512 800 STATE HIGHWAY 21 E ORIGIN ID:CLLA (979) 567-1500 CALDWELL COUNTRY CHEVY PONT

Insert shipping document here

Acct. No.

0457220073

Credit Can

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aldwell Country Chevrolet-Ford O Box 27 aldwell. Texas 77836

FB#2013-320 td 2008 by NcWer tdan/SUV NC: JULY 30, 2013 by 2:30Pm

Johnson County
Margaret Cook, CPPB, Richasing Agent
1102 E KIPATICK, SUITEB
CITEDURME, TX 76031



REQUEST FOR BID

Used 2008 or Newer Sedan/SUV

JOHNSON COUNTY



RFB# 2013-320 DUE DATE JULY 30, 2013 BY 2:30 P.M.

> Johnson County 1102 E. Kilpatrick, Ste B Cleburne, TX 76031 (817) 556-6384 www.johnsoncountytx.org

INSTRUCTIONS/TERMS OF CONTRACT:

SUBMISSION OF PROPOSALS/BIDS: Two (2) complete sets of all proposal/bid documents (original and one (1) copy) shall be sealed and submitted as vendor's response to:

Johnson County Purchasing Margaret Cook, CPPB, Purchasing Agent 1102 E. Kilpatrick, Suite B Cleburne, Texas 76031

Sealed proposals/bids shall be received no later than: 2:30 P.M., JULY 30, 2013.

MARK ENVELOPE: RFB 2013-320 FOR A USED 2008 SEDAN OR SUV ONLY FOR JOHNSON COUNTY.

LATE PROPOSALS: Proposals/bids received in the County Purchasing Department after submission deadline will be considered void and unacceptable. Johnson County is not responsible for lateness or non-delivery by mail service/carrier, etc., and the date/time stamp in the Purchasing Department shall be the official time of receipt.

PROPOSAL/BID SHALL INCLUDE: This RFP/RFB and all additional documents submitted. Each proposal/bid shall be place in a sealed envelope, **signed by a person having authority to bind the firm in a contract** and marked clearly on the outside as directed in the COVER SHEET. FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

The enclosed Request for Proposal/Bid and accompanying Specifications are for the vendor's convenience in submitting an offer for the enclosed referenced products and/or services for Johnson County.

Johnson County appreciates vendor's time and effort in preparing this proposal/bid. Vendors are invited to attend.

If vendor does not wish to submit a proposal/bid at this time, but wishes to remain on the vendor list for this commodity, please submit a "No Offer" by the same time and at the same location as stated in the COVER SHEET. If a response is not received in the form of a "Proposal", "Bid" or "No Offer", vendor shall be removed from the vendor list. For the vendor's convenience, a "No Offer' response is acceptable by fax. If vendor wishes to be removed from the vendor list, or to change contact information and/or to be added to the vendor list for another commodity, please contact the Johnson County Purchasing Department. Include as much of the following information as possible when making such a request: Company Name, Representative, Address, Telephone Number, Fax Number and commodity and/or service provided.

Awards are usually made in a Regular Session of the Johnson County Commissioners' Court, following the proposal/bid opening. Results will be sent to those who submitted a proposal/bid.

IT IS UNDERSTOOD that the Commissioners' Court of Johnson County, Texas reserves the right to reject any or all proposals/bids as it may deem to be in the best interests of Johnson County. Receipt of any proposal/bid shall under no circumstances obligate Johnson County to accept the lowest dollar submission. The award of the contract shall be made to the responsible vendor, whose proposal/bid is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the request for proposals/bids. Johnson County also reserves the right to award all or part of a proposal/bid unless otherwise stated in the specifications.

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

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the proposal/bid, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL/BID: A proposal/bid may not be withdrawn or canceled by the vendor without the permission of the County for a period of ninety (90) days following the date designated for the opening of proposals/bids, and vendor so agrees upon submittal of vendor's proposal/bid. Proposals/bids may be withdrawn at any time prior to the official opening by notifying the Johnson County Purchasing Department in writing.

PROPOSALS/BIDS WILL BE received and publicly acknowledged at the location, date and time stated in the COVER SHEET. Vendors, their representatives and interested persons may be present. The proposals/bids shall be received and acknowledged only so as to avoid disclosure of the contents to competing vendors and kept secret during negotiations. However, all submissions shall be open for public inspection after the contract is awarded, except for trade secrets, financial information, and other confidential information contained in the proposal/bid and identified as such by vendor. As applicable, submit a minimum of one copy of confidential information, sealed and marked as confidential with submission.

PERMITS: All construction related permits, fees, and licenses required by any government entity or agency are the responsibility of the vendor and shall be a part of the proposal.

SALES TAX: Johnson County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore the proposal/bid shall not include sales taxes. Tax exemption certificates will be executed by the Johnson County Purchasing Department.

CONTRACT: This proposal/bid, accompanying documents, and any negotiated terms, when properly accepted by the Johnson County Commissioners' Court, shall constitute a contract equally binding between the successful vendor and Johnson County. Prices shall remain firm for the entire contract period. No different or additional terms will become a part of the contract with the exception of Change Orders.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be written form and shall include supporting documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract SHALL be made in writing to the Johnson County Purchasing Department, who shall submit change order to the Johnson County Commissioners' Court for approval. No item, service, etc. on change orders shall be acted upon before it has been approved by the Johnson County Commissioners' Court.

CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.

ETHICS: The vendor and/or vendor's representatives shall not offer nor accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Johnson County.

EXCEPTION/SUBSTITUTIONS: All proposals/bids meeting the intent of this request for proposal/bid will be considered for negotiations. Vendors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the submission. If offering other than specification, vendor must certify article offered is equivalent to specifications. When offering other than specified brand, vendor shall submit as part of the RFP/RFB, specifications, illustrations, and complete descriptive literature. The absence of such a list shall indicate that the vendor has not taken exception(s) and the vendor shall be responsible for performing in strict accordance with the specifications of the RFP/RFB. Johnson County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) it deems to be in the best interest of the County.

DESCRIPTIONS: Whenever an article or material is defined or used in the RFP/RFB specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Proposals/Bids must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.

ADDENDUM: Any interpretations, corrections or changes to this RFP/RFB and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court and/or the Purchasing Department. Addendum will be mailed, emailed, or faxed to all that are known to have received a copy of the RFP/RFB. Vendors shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.

PROPOSAL/BID MUST COMPLY with all federal, state, county and local laws concerning the type of article and/or service being offered.

DESIGN, STRENGTH, QUALITY of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

ALL HARDWARE, OR ANY OTHER ITEM offered in this proposal/bid must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE vendors: A prospective vendor must affirmatively demonstrate vendor's responsibility. A prospective vendor must meet the following requirements:

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

Johnson County may request representation and other information sufficient to determine vendor's ability to meet the minimum standards listed above.

FACTORS IN AWARD: Proposals/Bids will be based on, but not limited to, the following factors: unit price, total bid price, delivery date, results of any testing or demonstrations, special needs of Johnson County, prior experience with this or similar products or services, vendor reputation, vendor's past performance record with Johnson County or other counties, an evaluation of the vendor's ability, estimated cost of supplies and/or maintenance, warranty terms, ability to integrate with equipment already owned by the County, and estimated surplus values. In general, Johnson County will award an agreement or contract to the vendor whom, in the judgment of the Johnson County Commissioners Court, is best able to provide the product or services most likely to satisfy the needs of the County, allowing the county optimum value for the public funds expended. By state law, Johnson County is bound to purchase from the responsible vendor who submits the lowest and/or best bid.

REFERENCES: Johnson County requests vendor to submit, with this RFP/RFB, a list of references (listing name, mailing address, and telephone number), of at least three (3) and not to exceed five (5) in number, who can attest to the ability of the vendor to supply/perform the goods/services under the contract being bid. REFERENCES PROVIDED SHALL BE OTHER COUNTY GOVERNMENT ENTITIES WHEN POSSIBLE.

VEDNOR SHALL PROVIDE with this response, all documentation required by this RFP/RFB. Failure to provide this information may result in rejection of submission.

SUCCESSFUL VENDOR SHALL defend, indemnify and save harmless Johnson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by

any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal/bid award. Successful vendor shall pay any judgment with costs, which may be obtained, against Johnson County growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful vendor must state therein the reasons for such cancellation. Johnson County reserves the right to award canceled contract to next best vendor as it deems to be in the best interest of the County.

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

- 1. Meet delivery or completion schedules:
- 2. Otherwise perform in accordance with the accepted submission;
- 3. Submit Verification of Insurance prior to commencement of work; and,
- 4. Submit Bid, Performance, or Payment Bond, as applicable, prior to commencement of work.

Breach of contract or default authorizes the County to award to another vendor, purchase elsewhere and charge the full increase in cost to the defaulting vendor.

REPRESENTATIVE SUBMITTING OFFER affirms that they are duly authorized to execute this contract, that this company, corporation, firm partnership or individual has not prepared this bid in collusion with any other vendor, unless clearly outlined, and further affirms that the contents hereof have not been communicated by the undersigned or by any employee or agent to any other vendor or to any other persons engaged in this type of business prior to the official opening of this offer. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

The undersigned declares that the amount and nature of the materials to be furnished is understood and that the nature of this offer is in strict accordance with the conditions set forth in this document and is a part of the proposal/bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the proposals/bids are opened.

PATENTS/COPYRIGHTS: The successful vendor agrees to protect Johnson County from claims involving infringements of patents and/or copyrights.

CONTRACT ADMINISTRATOR: The contract administrator, Purchasing Agent, will serve as sole liaison between the Johnson County Commissioners Court and affected Johnson County Departments and the successful vendor. Unless directly outlined in this specification the vendor shall consider no one but the Contract Administrator authorized to communicate, by any means, information or suggestions regarding or resembling this RFP/RFB throughout the proposal process. The Contract Administrator has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.

TESTING: Testing and/or samples may be requested by Johnson County prior to proposal award. Any sample that fails testing may be considered as not complying with County's specifications and such a situation will be sufficient reason to reject an offer. Samples and/or testing, when required, shall be furnished free of expense to the County.

PURCHASE ORDER: Johnson County shall generate a purchase order(s) to the successful vendor(s). The Purchase Order number must appear on all itemized invoices and/or packing slips. Johnson County will not be held responsible for any orders/services placed/delivered without a valid current purchase order approved by the Johnson County Purchasing Department.

PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall include:

- (a) Name and address of successful vendor:
- (b) Name and address of receiving department and/or location;
- (c) Johnson County Purchase Order number; and,
- (d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address/location of services rendered, as applicable.

Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

INVOICES must show all information as stated above, and will be issued for each purchase order.

PAYMENTS are processed upon receipt of invoice and after the Contract Administrator has determined that the items have been received in good condition, that all terms have been met, and that no unauthorized substitutions have been made. All payments must be approved in the regular meetings of the Commissioners Court, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful vendor(s) is required to pay subcontractors within ten (10) days. The Johnson County Commissioners' Court meet in Regular Session every second and fourth Monday of each month. Late invoices will be paid on the next Regular Session of Johnson County Commissioners' Court with no

additional charges to Johnson County. Only original invoices will be accepted. In the case of a holiday being on the day of Regular Session, court is held on the next scheduled business day.

EQUIPMENT/GOODS/SERVICES supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.

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

REMEDIES: The successful vendor and Johnson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Johnson County, Texas.

ASSIGNMENT: The successful vendor shall not sell, assign, transfer or convey any contract resulting from this RFP/RFB, in whole or in part, without the prior written consent of Johnson County.

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

INSURANCE REQUIREMENTS: Vendor shall procure, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, vendor's agents, representatives, employees or subcontractors. The cost of such insurance shall be the responsibility of the vendor. The County, all public officials, employees, and volunteers shall be named as additional insureds.

A. Minimum Limits of Insurance

Comprehensive General Liability, to include contractual liability:

- 1. Commercial and Comprehensive Liability
 - \$ 1,000,000.00 CSL BI & PD per Occurrence
 - \$ 2,000,000.00 General Aggregate
 - \$ 2,000,000.00 Products/Completed Operations Aggregate
 - \$ 1,000,000.00 Personal/Advertising Injury
 - \$ 3,000,000.00 Fire damage

2. Automobile Liability

\$ 1,000,000.00 each accident Combined Single Liability

\$ 1,000,000.00 each accident uninsured/Underinsured Motorists combined Single Liability

All owned, non-owned, hired and all vehicles used by Vendor with a combined single limit of \$ 1,000,000.00 covering personal injury (including bodily injury and property damage).

3. Worker's Compensation Statutory - V.T.C.A., Labor Code, Chapter 401 ET.SEQ.

B. Other Insurance Provisions:

1. All Coverage's

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after thirty (30) days prior notice by certified mail, return receipt requested, has been given to County.

C. Acceptability of Insurers:

Insurance is to be placed with insurers licensed in the State of Texas, rated by Moody's Investors Service Inc., and rated A- or better by A. M. Best or A or better by Standard and Poors.

D. Verification of Coverage:

Vendor shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received by the County prior to commencement of any work. The County reserves the right to require complete, certified copies of all insurance policies at any time.

BOND REQUIREMENTS: If applicable, a Bid Bond may be required. Pursuant to the provisions of Section 262.032 (a) of the Texas Local Government Code, if the contract contemplated by this request is for proposal/bid for the construction of public works, or will be under a contract exceeding \$ 100,000.00, Johnson County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a proposal/bid by Johnson County Commissioners' Court, the successful vendor shall furnish a performance bond to Johnson County for the full amount of the contract if the contract exceeds \$ 50,000.00.

Such bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.

If applicable, a Payment Bond (Bond for Labor and Material) shall be required. Pursuant to the provisions of V.A.T.S., Article 5160 and Government Code 2253, if the amount of the contract awarded to the successful vendor exceeds \$ 50,000.00, then said successful vendor shall execute a payment bond in the amount of the contract, solely for the protection and use of payment bond beneficiaries with awarded vendor, all claimants supplying labor and material in the performance of the work provided for in said contract, for use of each such claimant.

Vendor shall provide the following with bid submission:

- 1. References of any city and/or county agencies currently doing business with vendor along with outside firms. Provide entity name, contact name, address, telephone number, and/or email address;
- 2. Completed W9 Form; and,
- 3. Other documentation as may be specified within this proposal/bid.

ANY QUESTIONS relating to this Request for Proposal/Bid and Specification(s) shall be directed to Margaret Cook, CPPB, Purchasing Agent, in writing by fax (817-556-6385) or by email PUR@johnsoncountytx.org.

SPECIFICATIONS

PURPOSE:

Johnson County is requesting sealed bids for a Used 2008 or Newer Sedan and/or SUV for Johnson County. Johnson County reserves the right to accept or reject any/all of the bids received and/or purchase from any State contract and/or inter-local agreements. Acceptance of this bid by Commissioners' Court shall constitute a contract between the awarded vendor and Johnson County.

SPECIFICATIONS:

Specifications are as follows;

- One Used 2008 or Newer Sedan and or SUV
- Crown Vic or equal to size and/or SUV
- 4 DR
- AC/Heat
- AM/FM Radio
- Unleaded fuel
- Automatic transmission
- Exterior (No bright colors, i.e. red, green, etc.)

125,326. (new) 12013 MONTOLITE EPVINIX (White #20,447. (new)

GENERAL INSTRUCTIONS:

- Vendor may quote more than one vehicle; however each vehicle must be on a separate quote sheet and numbered (Quote #1 and etc.)
- Vendor shall send picture and itemized specification sheet
- Vehicle will be used in the Sheriff's Office
- Vehicle shall not have been wrecked and in good to excellent working condition
- Vendor shall provide a clear title and provide Johnson County will all paperwork
- Any and all questions shall be submitted and directed to Johnson County Purchasing at pur@johnsoncountytx.org.

QUOTE BID SHEET RFB#2013-320

I have read and understood all the documents in the bid packet. I am authorized to submit the following quote;

Year: 2012 - 2015	QUOTE #
Model: Impala	Can you provide a clear title:
Make: Chevrolt	Approximant Delivery Date once Purchase Order is issued: 7-14 00Ms > 111 111 5 111 K
Mileage: Attache	Delivery charges: \$ -0
PIPHUHED	Total amount due: \$ / wash
	MIHCRIA

VENDOR INFORMATION

NAME OF BUSINESS	Caldwett Country Promotet	
ADDRESS	PV BOY 27	
CITY/STATE/ZIP	(ald MOI) TOXING 77836	—
TELEPHONE	Office: 070-167-61) Fax: 070- (47-001) 076- (67-	01/5
CONTACT NAME		Adrience
SIGNATURE	MACAN WILLIAM	775(1101)
OF	M'm A	
AUTHORIZATION		

NOTE:

YOUR SIGNATURE ATTESTS TO YOUR OFFER TO PROVIDE THE GGODS AND/OR SERVICES IN THIS BID/PROPOSAL/QUOTE TO THE PUBLISHED PROVISIONS OF THIS JOB. WHEN AWARDED A LETTER IS ISSUED AND BECOMES PART OF THIS CONTRACT.

Averyt Knapp

From:

Averyt Knapp [aknapp@caldwellcountry.com]

Sent:

Friday, July 26, 2013 11:47 AM

'Averyt Knapp'

Subject: Johnson County - -- Pre-owned Impala's available

From: Glen [mailto:ghome@caldwellcountry.com]

Sent: Friday, July 26, 2013 9:32 AM
To: AKNAPP@CALDWELLCOUNTRY.COM

Subject: FW: IMPALA'S

Johns an county

Unit ID	Year	Make	Model	Series	Mileage	Ext. Color	VIN	YOUR PRICE	Equip
7GYS3J	2012	CHEV	IMPA	1ALT	37,648	WHITE	2G1WG5E37C1232361	\$13,900	Impala LT(2FL)Spir&Fldg R Seat
7G8V7T	2012	CHEV	IMPA	1ALT	41,123	SILVER	2G1WG5E3XC1278637	\$13,900	Impala LT(2FL)Spir&Fldg R Seat
7GTWMS	2012	CHEV	IMPA	1ALT	40,184	SILVER	2G1WG5E32C1257653	\$13,900	Impala LT(2FL)Splr&Fldg R Seat
7FX9T0	2012	CHEV	IMPA	1ALT	36,883	WHITE	2G1WG5E33C1169940	\$14,200	Impala LT(2FL)Spir&Fidg R Seat
	+	 	 	-		 	<u> </u>		Impala LT(2FL)
7FXPHJ	2012	CHEV	IMPA	1BLT	37,608	SILVER	2G1WG5E36C1146930	\$14,900	Splr,PDD&Roof
7GDJF5	2012	CHEV	IMPA	1BLT	41,933	SILVER	2G1WG5E33C1245592	\$14,900	Impala LT(2FL) Spir,PDD&Roof
7GLC6F	2012	CHEV	IMPA	1BLT	39,992	SILVER	2G1WG5E33C1271741	\$14,900	Impala LT(2FL) Spir,PDD&Roof
7GJPXQ	2012	CHEV	IMPA	1BLT	37,125	BLACK	2G1WG5E36C1260281	\$14.900	Impala LT(2FL) Spir,PDD&Roof
7GTT2V	2012	CHEV	IMPA	1BLT	37,177	GRAY DK	2G1WG5E34C1277080	\$14,900	Impala LT(2FL) Spir.PDD&Roof
							231110020101271000	- 411,000	Spii, FDDarooi
7G4N27	2012	CHEV	IMPA	1CLT	37,568	SILVER	2G1WG5E37C1219366	\$14,900	Impala LT(2FL) w/PDD & Sunroof
7FLCPX	2012	CHEV	IMPA	1CLT	35,168	WHITE	2G1WG5E34C1177822	\$14,900	Impaia LT(2FL) w/PDD & Sunroof
7GD35N	2012	CHEV	IMPA	1CLT	39,103	SILVER	2G1WG5E32C1239539	\$14,900	Impala LT(2FL) w/PDD & Sunroof
7GLBKM	2012	CHEV	IMPA	1CLT	39,083	***UC-GOLD	2G1WG5E33C1242529	\$14,900	Impala LT(2FL) w/PDD & Sunroof
7GPG60	2013	CHEV	IMPA	18LT	27,373	WHITE	2G1WG5E39D1129072	\$16,400	Impala LT(2FL) Spoiler & Roof
7GLCMR	2013	CHEV	IMPA	1BLT	20,679	SILVER	2G1WG5E30D1147105	\$16,400	Impala LT(2FL) Spoiler & Roof
7G7YK4	2013	CHEV	IMPA	1BLT	20,267	BLACK	2G1WG5E33D1137314	\$16,400	Impala LT(2FL) Spoiler & Roof
7GXPNY	2013	CHEV	IMPA	1BLT	19,000	WHITE	2G1WG5E39D1115849	\$16,900	Impala LT(2FL) Spoiler & Roof
7GD9TC	2013	CHEV	IMPA	1BLT	21,248	BLACK	2G1WG5E31D1155133	\$16,600	Impala LT(2FL) Spoiler & Roof
7G2PG0	2013	CHEV	IMPA	1BLT	26,484	GRAY DK	2G1WG5E3XD1136371	\$16,200	Impala LT(2FL) Spoiler & Roof
7G656M	2013	CHEV	IMPA	1BLT	16,889	BLACK	2G1WG5E39D1126169	\$16,900	Impala LT(2FL) Spoiler & Roof
7G632M	2013	CHEV	IMPA	1BLT	26,013	SILVER	2G1WG5E3XD1126715	\$16,600	Impala LT(2FL) Spoiler & Roof