

AN ORDINANCE **2016-12-15-0979**

ACCEPTING THE OFFER FROM SILSBEE FORD TO PROVIDE UP TO 200 FORD EXPLORER POLICE INTERCEPTOR UTILITY VEHICLES ANNUALLY TO THE CITY'S POLICE DEPARTMENT FOR AN ESTIMATED COST OF \$10,582,472.00 OVER A TWO YEAR PERIOD, FUNDED FROM THE EQUIPMENT RENEWAL AND REPLACEMENT FUND.

* * * * *

WHEREAS, an offer was submitted by Silsbee Ford to provide the City of San Antonio with up to 200 Ford Explorer Police Interceptor Utility Vehicles annually for an estimated total cost of \$10,582,472.00 over a two year period; and

WHEREAS, the Texas Local Government Code indicates that competitive bidding is not required under section 252.022(a)(2), which provides for a procurement necessary to protect the public health or safety; and

WHEREAS, all expenditures will be in accordance with the applicable fiscal year's budget approved by City Council; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

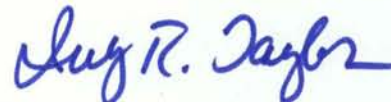
SECTION 1. The offer from Silsbee Ford to furnish the City with up to 200 Ford Explorer Police Interceptor Utility Vehicles on an annual contract basis as shown on the attached bid tabulation sheet, is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. The bid tabulation sheet and contract are attached hereto and incorporated herein for all purposes as **Exhibit I**.

SECTION 2. Funding in the amount of \$5,487,550.00 for this ordinance is available in Fund 72001000, Cost Center 3503200001 and General Ledger 5501055, as part of the Fiscal Year 2017 Budget. Payment not to exceed the budgeted amount is authorized to Silsbee Ford and should be encumbered with a purchase order. Additional funding for this ordinance is contingent upon City Council approval of the City's operating budget and the availability of funds for Fiscal Year 2018, and such other appropriations necessary to fund the contract through its term as evidenced by subsequent ordinances.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

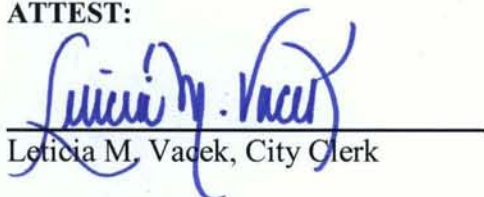
SECTION 4. This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage.

PASSED and APPROVED this 15th day of December, 2016.



M A Y O R
Ivy R. Taylor

ATTEST:



Leticia M. Vadek, City Clerk

APPROVED AS TO FORM:



M. Bernadette Kelly
City Attorney

| | | | | | | | |
|---------------------|---|--------------------|------------|------------|----------------|---------------|---------------|
| Agenda Item: | 4 (in consent vote: 4, 5, 6, 8, 9, 10, 12A, 12B, 12C, 13, 14, 15, 16, 17, 18, 19, 20, 22, 23, 24, 26, 27, 30A, 30B) | | | | | | |
| Date: | 12/15/2016 | | | | | | |
| Time: | 09:27:16 AM | | | | | | |
| Vote Type: | Motion to Approve | | | | | | |
| Description: | An Ordinance accepting the offer from Silsbee Ford to provide up to 200 Ford Explorer police interceptor utility vehicles annually to the City's Police Department for an estimated cost of \$10,582,472.00 over a two year period, funded from the Equipment Renewal and Replacement Fund. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance] | | | | | | |
| Result: | Passed | | | | | | |
| Voter | Group | Not Present | Yea | Nay | Abstain | Motion | Second |
| Ivy R. Taylor | Mayor | | x | | | | |
| Roberto C. Treviño | District 1 | | x | | | | x |
| Alan Warrick | District 2 | | x | | | x | |
| Rebecca Viagran | District 3 | | x | | | | |
| Rey Saldaña | District 4 | | x | | | | |
| Shirley Gonzales | District 5 | | x | | | | |
| Ray Lopez | District 6 | | x | | | | |
| Cris Medina | District 7 | | x | | | | |
| Ron Nirenberg | District 8 | | x | | | | |
| Joe Krier | District 9 | | x | | | | |
| Michael Gallagher | District 10 | | x | | | | |

City of San Antonio Bid Tabulation

| Opened: October 26, 2016 For: Annual Contract For Police Interceptor Utility Vehicles 6100008160 | | LD | Non-Local | Local Bid 1 | Local Bid 2 | Non-Local |
|--|---|---------------------------|--|---|---|--|
| Item | Description | Estimated Annual Quantity | Silsbee Ford 1211 U.S. Hwy 96 N. Silsbee, TX 77656 409-880-9191 | Brasada Ford LTD, dba Northside Ford 12300 San Pedro Ave. San Antonio, TX 78216 | Brasada Ford LTD, dba Northside Ford 12300 San Pedro Ave. San Antonio, TX 78216 | Jim Bass Ford, Inc. 4032 W Houston Harte Expwy. San Angelo, TX 76901 |
| 1 | Ford Explorer Police Interceptor Utility Vehicles: Price Each: Total: Year, Make & Model Offered: Engine Offered: Transmission Offered: Vehicle Warranty: Warranty Service Provider Facility Name: Warranty Service Provider Facility Address: Delivery: | 200 | | | | |
| | | | \$26,520.00 | \$26,888.00 | \$26,888.00 | \$27,815.00 |
| | | | \$5,304,000.00 | \$5,377,600.00 | \$5,377,600.00 | \$5,563,000.00 |
| | | | 2017 Ford Interceptor SUV | 2017 Ford Police Interceptor Utility Model K8A | 2017 Ford Police Interceptor Utility Model K8A | 2017 Ford Police Interceptor Utility |
| | | | 3.7L V6 | 3.7 V6-TIVCT FFV | 3.7 V6-TIVCT FFV | 3.7 V6-TIVCT |
| | | | 6 - Spd Auto | 6 Speed Auto Police Calibrated | 6 Speed Auto Police Calibrated | 6 Speed Automatic |
| | | | 36 Mo/36,000 Bumper to Bumper 5Yr/100,000 Power Train | 3 Year/36,000 Miles Bumper to Bumper 5 Year/100,000 Miles Powertrain | 3 Year/36,000 Miles Bumper to Bumper 5 Year/100,000 Miles Powertrain | 5 Year or 100,000 Mile Powertrain Coverage |
| | | | Red McCombs Ford | NorthSide Ford | NorthSide Ford | Jim Bass Ford or Any Ford Dealer |
| | | | 8333 IH 10 West, San Antonio, TX 78230 | 12300 San Pedro, San Antonio, TX 78216 | 12300 San Pedro, San Antonio, TX 78216 | 4032 W Houston Harte Expwy., San Angelo, TX 76901 or Any Ford |
| | | | 120-160 Days | 90 Days | 90 Days | 125 Days |
| 2 | Troy Cargo Barrier, Part Number TP-FDFX-R: | 1 | \$289.00 | \$523.06 | \$480.74 | \$650.00 |
| 3 | Setina Prisoner Barrier, Part Number 10XL Horizontal Sliding: | 1 | \$497.00 | \$535.00 | \$625.78 | \$910.00 |
| 4 | Setina Push Bumper, Part Number PB-400 Black: | 1 | \$228.00 | \$229.23 | \$277.08 | \$500.00 |
| 5 | Front Headlamp Lighting Solution (66A pre-installed complete wig wag lighting): Vehicle Sub-Total with Accessories: Vehicle Total: Percentage between lowest responsive bid and local bid: Price Differential: | 1 | \$513.00 | \$774.00 | \$774.00 | \$809.00 |
| | | | \$28,047.00 | \$28,949.29 | \$29,045.60 | \$30,684.00 |
| | | | \$5,609,400.00 | \$5,789,858.00 | \$5,809,120.00 | \$6,136,800.00 |
| | | | | 3.22% | 3.56% | |
| | | | | \$180,458.00 | \$199,720.00 | |

EXHIBIT I

City of San Antonio Bid Tabulation

| Opened: October 26, 2016 For: Annual Contract For Police Interceptor Utility Vehicles 6100008160 | | LD | Non-Local Silsbee Ford 1211 U.S. Hwy 96 N. Silsbee, TX 77656 409-880-9191 | Local Bid 1 Brasada Ford LTD, dba Northside Ford 12300 San Pedro Ave. San Antonio, TX 78216 | Local Bid 2 Brasada Ford LTD, dba Northside Ford 12300 San Pedro Ave. San Antonio, TX 78216 | Non-Local Jim Bass Ford, Inc. 4032 W Houston Harte Expwy. San Angelo, TX 76901 |
|--|--|---------------------------|--|---|---|--|
| Item | Description | Estimated Annual Quantity | | | | |
| 6 | Front Headlamp Housing only (86P pre-drilled wig wag light hole only, installation not included): | 1 | \$119.00 | \$114.00 | \$114.00 | \$119.00 |
| 7 | Deduct for Single Color Vehicle Manufacturer's Gloss Black: | 1 | -\$505.00 | -\$840.00 | -\$840.00 | -\$945.00 |
| 8 | Deduct for Single Color Vehicle Manufacturer's Gloss White: | 1 | -\$510.00 | -\$840.00 | -\$840.00 | -\$945.00 |
| 9 | Upgrade civilian interior to include Center Floor Console with storage compartments and arm rest. Shall also include cloth rear seating and carpet flooring: | 1 | \$389.00 | \$355.00 | \$355.00 | \$371.00 |
| 10 | Deduct for hand pillar spot light delete: | 1 | -\$221.00 | -\$225.00 | -\$225.00 | -\$204.00 |
| | Payment Terms | | Net 30 | Net 30 | Net 30 | Net 30 |



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR OFFER ("RFO") NO.: 6100008160

ANNUAL CONTRACT FOR POLICE INTERCEPTOR UTILITY VEHICLES

Date Issued: OCTOBER 11, 2016

RESPONSES MUST BE RECEIVED NO LATER THAN:
10:00 AM CENTRAL TIME OCTOBER 26, 2016

Responses may be submitted by any of the following means:
Electronic submission through the Portal
Hard copy in person or by mail

Address for hard copy responses:

Physical Address:
Purchasing & General Services
Riverview Tower
111 Soledad, Suite 500
San Antonio, Texas 78205

Mailing Address:
Purchasing & General Services
P.O. Box 839966
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"ANNUAL CONTRACT FOR POLICE INTERCEPTOR UTILITY VEHICLES"

Offer Due Date: 10:00 A.M. CENTRAL TIME, OCTOBER 26, 2016

RFO No.: 6100008160

Offeror's Name and Address

Bid Bond: Performance Bond: Payment Bond: Other:

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: DBE / ACDBE Requirements:

See Instructions for Offerors and Attachments sections for more information on these requirements.

Pre-Submittal Conference * YES

* If YES, the Pre-Submittal conference will be held on **OCTOBER 18, 2016** at 10:00 AM at FLEET TRAINING ROOM, 329 S. FRIO ST., SANANTONIO, TX 78207.

Staff Contact Person: LD MCGARITY, PROCUREMENT SPECIALIST II, P.O. Box 839966, San Antonio, TX 78283-3966
Email: ld.mcgarity@sanantonio.gov

Phone: 210-207-2078
Fax: 210-207-4360

002 - TABLE OF CONTENTS

002 - TABLE OF CONTENTS..... 2
003 - INSTRUCTIONS FOR OFFERORS 3
004 - SPECIFICATIONS / SCOPE OF SERVICES 9
005 - SUPPLEMENTAL TERMS & CONDITIONS 13
006 - GENERAL TERMS & CONDITIONS 16
007 - SIGNATURE PAGE 20
008 - STANDARD DEFINITIONS 21
009 - ATTACHMENTS 22

003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

Submission of Hard Copy Offers. Submit one original offer, signed in ink, and two copies of the offer enclosed in a sealed envelope addressed to the Purchasing and General Services Department at the address and by the due date provided on the Cover Page. The name and address of offeror, the offer due date and RFO number and title shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected.

Submission of Electronic Offers. Submit one offer electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Offers sent to City by facsimile or email shall be rejected.

Modified Offers. Offers may be modified provided such modifications are received prior to the time and date set for submission of offers, and submitted in the same manner as original offers. For hard copy offers, provide a cover letter with the offer, indicating it is a modified offer and that the Original offer is being withdrawn. For electronic offers, a modified offer will automatically replace a prior offer submission. See below for information on submitting Alternate Offers.

City shall not be responsible for lost or misdirected offers or modifications.

Offerors must sign the Signature Page on hard copy offers and return the RFO document to City. For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

Offerors are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Offeror's being held liable for the submission.

Certified Vendor Registration Form. If Offeror has not completed the City's Certified Vendor Registration (CVR) Form, Offeror is required to do so prior to the due date for submission of offers. The CVR form may be accessed at <http://www.sanantonio.gov/purchasing/>. Offerors must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

Alternate Offers. Alternate offers may be allowed at the sole discretion of City.

Hard Copy Alternate Offers. Hard copy alternate offers must be submitted in separate sealed envelopes in the same manner as submission of other offers. Alternate offers must be marked consecutively on the envelope as Alternate Offer No. 1, 2, etc. Failure to submit alternate offers in separate envelopes may result in rejection of an offer.

Electronic Alternate Offers Submitted Through the Portal. All alternate offers are recorded with original offers when submitted electronically.

Catalog Pricing. (This section applies to offers using catalog pricing, unless this is a cooperative purchase.)

The offer will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price schedule.

Offerors shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which an offer is submitted. Offeror shall provide said catalog at the time of submission of its offer. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for bids submitted on paper, or PDF file for offers submitted electronically.

Offerors may submit price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date and price schedule. These price lists are subject to approval of the City Purchasing & General Services Department.

Specified items identified herein, if any, are for overall offer evaluation and represent the commonly and most used items. Net prices entered for those specified items must reflect the actual price derived from quoted price list less all discounts offered.

Restrictions on Communication.

Offerors are prohibited from communicating with: 1) elected City officials and their staff regarding the RFO or offers from the time the RFO has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFO has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the restrictions on communication with City employees include:

Offerors may ask verbal questions concerning this RFO at the Pre-Submittal Conference.

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before 3 calendar days prior to the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Offerors may provide responses to questions asked of them by the Staff Contact Person after responses are received. The Staff Contact Person may request clarification to assist in evaluating the Offeror's response. The information provided is not intended to change the offer response in any fashion. Such additional information must be provided within two business days from City's request.

Offerors and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form (s), if any. The point of contact is identified on the Cover Page. Contacting the Small Business Office regarding this RFO after the due date is not permitted. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

If this solicitation contains DBE/ACDBE requirements, respondents and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Lisa Brice, who may be reached via telephone at (210) 207-3505 or through e-mail at lisa.brice@sanantonio.gov. Respondents and/or their agents may contact Ms. Brice at any time prior to the due date for submission of bids. Contacting her or her office regarding this RFO after the due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Offerors are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received prior to the conference may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. Call the Staff Contact Person for information on the location of the wheelchair accessible entrance, or to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on City.

Changes to RFO.

Changes to this RFO made prior to the offer due date shall be made directly to the original RFO. Changes are captured by creating a replacement version each time the RFO is changed. It is Offeror's responsibility to check for

new versions until the offer due date. City will assume that all offers received are based on the final version of the RFO as it exists on the day offers are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFO.

Preparation of Offers.

All information required by the RFO must be furnished or the offer may be deemed non-responsive and rejected. Any ambiguity in the offer as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of City.

Correct Legal Name. If an Offeror is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the offer may be rejected.

Line Item Offers. Any offer that is considered for award by each unit or line item, must include a price for each unit or line item for which Offeror wishes to be considered. All offers are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

All or None Offers. Any offer that is considered for award on an "all or none" basis must include a price for all units or line items. In an "All or None" offer, a unit price left blank shall result in the offer being deemed nonresponsive and disqualified from consideration. An "All or None" offer is one in which City will award the entire contract to one offeror only.

Delivery Dates. Proposed delivery dates must be shown in the offer form where required and shall include weekends and holidays, unless specified otherwise in this RFO. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the offer. Special delivery instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order.

Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Offerors must not include such taxes in offer prices. An exemption certificate will be signed by City where applicable upon request by Offeror after contract award.

Samples, Demonstrations and Pre-award Testing. If requested by City, Offeror shall provide product samples, demonstrations, and/or testing of items offered to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City's request. Failure to comply with City's request may result in rejection of an offer. All samples (including return thereof), demonstrations, and/or testing shall be at Offeror's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Estimated Quantities for Annual Contracts.

Designation as an "annual" contract is found in the contract's title on the Cover Page of this document. The quantities stated are estimates only and are in no way binding upon City. Estimated quantities are used for the purpose of evaluation. City may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

Offerors shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

Offerors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this RFO. No plea of ignorance by Offeror will be accepted as a basis for varying the requirements of City or the compensation to Offeror.

Confidential or Proprietary Information. All offers become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Offeror should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Offeror may not be considered confidential under Texas law, or pursuant to a

Court order. Pricing may be tabulated and posted to City's website, so shall not be considered proprietary or confidential.

Costs of Preparation. Offeror shall bear any and all costs that are associated with the preparation of the Offer, attendance at the Pre-Submittal conference, if any, or during any phase of the selection process.

Rejection of Offers.

City may reject any and all offers, in whole or in part, cancel the RFO and reissue the solicitation. City may reject an offer if:

Offeror misstates or conceals any material fact in the offer; or

The offer does not strictly conform to law or the requirements of the offer;

The offer is conditional; or

Any other reason that would lead City to believe that the offer is non-responsive or Offeror is not responsible.

City, in its sole discretion, may also waive any minor informalities or irregularities in any offer, such as failure to submit sufficient offer copies, failure to submit literature or similar attachments, or business affiliation information.

Changes to Offer Form. Offers must be submitted on the forms furnished. Offers that change the format or content of City's RFO may be rejected.

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Written notice of withdrawal shall be provided to the Staff Contact Person for offers submitted in hard copy. Offers submitted electronically may be withdrawn electronically.

Evaluation and Award of Contract.

City reserves the right to make an award on the basis of City's best interests. Award may also be made based on low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

A written award of acceptance, manifested by a City Ordinance, and a purchase order furnished to Offeror results in a binding contract without further action by either party. Offeror must have the Purchase Order before making any delivery.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

Inspection of Facilities/Equipment. Depending on the nature of the RFO, Offerors' facilities and equipment may be a determining factor in making the offer award. All Offerors may be subject to inspection of their facilities and equipment.

Prompt Payment Discount.

Provided Offeror meets the requirements stated herein, City shall take Offeror's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the offer price, either per line item or total offer amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in offer evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the offer price during offer evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

Prohibited Financial Interest. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City

or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Conflict of Interest. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or offers, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Offeror should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your sealed offer. The Purchasing Division will not deliver the form to the City Clerk for you.

State of Texas Conflict of Interest Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under 176.006(a) of the statute.

By law this questionnaire must be filed with the City Clerk 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), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

In addition, please complete the **City's Addendum to Form CIQ (Form CIQ-A)** and submit it with Form CIQ to the Office of the City Clerk. The Form CIQ-A can be found at:

<http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf>

When completed, the CIQ Form and the CIQ-A Form should be submitted together, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to:

Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

If delivering by hand, deliver to:

City Hall, 100 Military Plaza, San Antonio, TX 78205.

Do not include these forms with your sealed bid. The Purchasing Division will not deliver the forms to the City Clerk for you.

Certificate of Interested Parties (Form 1295)

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Print your completed Form 1295 and sign it in front of a notary. Submit your signed and notarized Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert "City of San Antonio". Where requested to provide the contract number, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234).

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency. (NOTE: The City of San Antonio should never be listed as the "Business entity".)

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

"Intermediary," for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person's participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

004 - SPECIFICATIONS / SCOPE OF SERVICES

- 4.1 **SCOPE:** The City of San Antonio is seeking an annual contract to purchase up to 200 Ford Explorer Police Interceptor Utility Vehicles **annually** in support of public safety for the San Antonio Police, Fire, Airport Police, and Park Police as stated in Building and Equipment Services bid specifications herein.
- 4.1.1 **This contract is for Ford Explorer Police Interceptor Utility Vehicles.** This make and model may be purchased in a variety of paint schemes: black and white, solid black or solid white.
- 4.2 **GENERAL CONDITIONS:** The following general conditions will apply to all items within this bid, unless specifically excluded within any item.
- 4.2.1 City of San Antonio reserves the right to increase or decrease quantity of vehicles being purchased through the term of the contract, including all renewals and extensions hereof, depending on availability of funds. Prices may not be increased during this period; however, the City should benefit from any price decrease. Additional units may be purchased on an "as needed" basis. Vehicles are to be year model 2017 or newer. Unless otherwise approved by the City, **VEHICLES DELIVERED DURING A CALENDAR YEAR MUST BE THE MODEL YEAR VEHICLES FOR THAT CALENDAR YEAR OR NEWER. UNDER NO CIRCUMSTANCES SHALL VENDOR DELIVER MODEL YEAR VEHICLES FOR THE PRECEDING CALENDAR YEAR.**
- 4.2.2 All components shall be installed new, unused, standard production model, and equipment is to be serviced in accordance with manufacturer's recommended pre-delivery check list, and ready for operation upon delivery, and shall include all manufacturers' standard equipment, unless otherwise specified or replaced herein. Equipment offered under the below listed specifications will be considered unacceptable if for any reason its long term availability on the U.S. Market or in the local area is in doubt.
- 4.2.3 **Warranty and Parts –** The maximum standard manufacturer's warranty on all components parts and service must be included. All components, parts, and service are required to provide, as a minimum, a 1 year unlimited mileage/hour warranty. All warranty times will start the date the vehicle is placed in service, not on the delivery date. The dealer will be notified by letter of the in-service date of each vehicle by serial number. Vendor will fully explained the warranty by attaching separate, authenticated correspondence or entering such information in the remarks section of this bid. Warranty, reliability, and replacement captive parts costs and availability shall be a consideration in award of this bid. Warranty parts and service must be available within a 50 mile radius of San Antonio City Hall and by a factory-authorized dealer identified on the Price Schedule page (**NO EXCEPTIONS**). All warranty repairs must be completed within 3 days from the date equipment is delivered to the vendor, unless otherwise approved by the appropriate City of San Antonio maintenance superintendent. By submitting an offer, Vendors certifies that all repairs needed after the warranty period will be available within 50 mile radius of San Antonio City Hall.
- 4.2.4 **Delivery:** All deliveries are to be made inside the City limits of San Antonio. Vendor must deliver vehicles to the following address:
- City of San Antonio,
Northeast Service Center,
10303 Tool Yard, Bldg. #2,
San Antonio, TX 78233
Attn: Acquisitions
- Delivery to a non-specified location will result in non-acceptance of the vehicles by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, **NO EXCEPTIONS**. Vehicles will be accepted 8:00 A.M. to 3:00 P.M. CST. Vehicles with more than 100 miles accumulated on the odometer will not be accepted. All vehicles are required to have a full tank(s) when delivered to City specified location.
- 4.2.5 **Literature and Equipment Manuals –** Vendor shall furnish 4 complete sets per vehicle type, of the following: Parts Manual, Maintenance Manual, Service Manual, Operators Manual, all in hard copy or on **USB drive** or provide access to each on-line per model of all equipment, accessories, and components. Vendor shall furnish 4 complete sets of detailed literature and specifications or access to on-line literature and specifications of each vehicle type upon contract award.
- 4.2.6 The Manufacturer's Statement of Origin (MSO), Dealer Temporary license plates/tags, proper Invoice, signed 130U form are required upon delivery of each unit and are required before payment can be processed. Any of these missing items will delay the payment process.

- 4.2.7 No dealership nameplates, markings or decals will be permitted on the vehicles.
- 4.2.8 VEHICLE INSPECTION: The vendor shall have each vehicle properly inspected in compliance with Texas motor vehicle laws. Texas Inspection Certificate shall accompany the vehicle when delivered to the receiving entity of the City of San Antonio.
- 4.2.9 All units shall be equipped with safety equipment as required by the Federal Government and shall MEET ALL SAFETY STANDARDS AND REQUIREMENTS.

| 4.3 | ITEM | ESTIMATED ANNUAL QUANTITY | DESCRIPTION |
|-----|------|---------------------------|---|
| | 1 | 200 | Ford Explorer Police Interceptor Utility Vehicles |

SPECIFICATIONS: All vehicles must meet the following minimum base vehicle specifications:

- 4.3.1 Engine, high performance gasoline powered 3.7L, V6 engine, Flex Fuel (Gasoline or E85 Ethanol) minimum 17 gallon fuel tank.
- 4.3.2 Wheelbase to be approximately 112".
- 4.3.3 Factory installed fresh air type heater, defroster, and air conditioning front and rear (standard non-automatic temperature control model). Factory installed minimum AM / FM radio, with clock.
- 4.3.4 Windshield washer with multi-speed intermittent electric windshield wipers.
- 4.3.5 Left and right door arm rests.
- 4.3.6 Power windows and door locks. **Rear window control from the rear seating positions are to be disabled rear windows and rear door locks must be controlled from front driver position only.**
- 4.3.7 Individual driver and passenger front bucket seats with heavy duty cloth trim having approximately 8" space between the seats. Rear seat to be manufactured of heavy duty vinyl.
- 4.3.8 Wheels & Tires: Tires must meet or exceed minimum gross vehicle weight rating for the vehicle, be all season design with full size matching design spare tire and wheel. Tires still under evaluation will not be acceptable. Tires to be minimum **245/55R18** all season blackwall "V" rated or proven equal with matching full size spare wheel, tire and jack included. Center style hub caps to be included.
- 4.3.9 Dry type air cleaner.
- 4.3.10 Spin on type engine oil filter.
- 4.3.11 Factory installed tinted glass.
- 4.3.12 Drivetrain- All Wheel Drive
- 4.3.13 Anti-lock brake system to be latest production heavy duty, largest available, minimum disc front, Rear Disc with Vacuum Boost Power Assist or proven equal.
- 4.3.14 Maximum duty radiator system including radiator shroud and a maximum heavy-duty fan with clutch or dual electric fans and coolant recovery system.
- 4.3.15 Power steering, with external oil cooler.
- 4.3.16 Heavy duty rubber floor covering, front and rear.
- 4.3.17 Suspension system to include heavy duty springs, front and rear, in combination with heavy duty shock absorbers, and front and rear heavy duty stabilizer bars.

- 4.3.18 Speedometer and odometer to be calibrated before delivery within a plus or minus 3% accuracy. Speedometer to have a minimum range of 0-132 MPH in maximum 2 MPH increments.
- 4.3.19 Minimum heavy duty 220 AMP alternator (radio suppressed).
- 4.3.20 Heavy duty, Optima Yellow Top Deep Cycle battery with cold cranking amps @ 0 minimum of 750, cranking amps @ 32 minimum of 870, with a Reserve minimum of 120.
- 4.3.21 Exterior color shall be painted manufacturer's gloss black, unless otherwise specified in the City's purchase order. All four doors to be painted manufacturer's gloss bright white. Aftermarket factory applied paint to accomplish the white portion of the two-tone paint scheme is acceptable if factory applied black and white paint scheme is unavailable from manufacturer. Interior color to be black. City shall provide photos with the purchase order to demonstrate required two color paint scheme, which Vendor shall match.
- 4.3.22 Safety package to include: Padded dash, driver's side air bag, day-night rear view mirror and remote control left and right outside mirrors, largest available on production police vehicles. Restraining belts to conform to D.O.T. regulations and must include retracting device on outside seat belts to preclude belts from hanging outside of car when not in use.
- 4.3.23 Heavy duty automatic transmission (minimum 4 speed/overdrive) with external oil cooler in addition to radiator cooling. Transmission to have first gear lockout (may be electronically controlled). Shift lever to be steering column mounted.
- 4.3.24 Vehicle to be equipped with individual dome and auxiliary map lights. Auxiliary map light is to be centered from side to side above inside rear view mirror, positioned to illuminate front seat area. Auxiliary map light to be Grote Duramold 61161 or equal (minimum 21 C.P.). Vehicle to be equipped with courtesy disable feature (blackout feature).
- 4.3.25 Instrument package to include water temperature, oil pressure, and volt or ammeter gauges.
- 4.3.26 Vehicles must be keyed alike with **five keys** provided for each vehicle. Key codes: the City will provide the required key codes after contract is awarded.
- 4.3.27 Factory installed left hand pillar mounted spot light, black finish with clear halogen bulb, all controls (on/off switch and directional) to be inside driver's compartment easily accessible with driver's left hand, unless otherwise specified in the City's purchase order.
- 4.3.28 Factory installed hands free capability for cellular phone and mobile wireless device.
- 4.3.29 Factory installed rear back up camera.
- 4.3.30 **Additional Options to Base Vehicle: Listed here are additional options that may be added to the base vehicle at City's option for the additional fee stated in the Price Schedule, or options that City may exercise in its sole discretion that may result in a price decrease, as shown on the Price Schedule.**
 - 4.3.30.1 Troy Cargo Barrier, Part Number TP-FDFX-R.
 - 4.3.30.2 Setina Prisoner Barrier, Part Number 10XL Horizontal Sliding
 - 4.3.30.3 Setina Push Bumper, Part Number PB-400 Black
 - 4.3.30.4 Front Headlamp Lighting Solution (66A pre-installed complete wig wag lighting).
 - 4.3.30.5 Front Headlamp Housing only (86P pre-drilled wig wag light hole only, installation not included).
 - 4.3.30.6 Single Color Vehicle Manufacturer's Gloss Black.
 - 4.3.30.7 Single Color Vehicle Manufacturer's Gloss White.
 - 4.3.30.8 Upgrade civilian interior to include Center Floor Console with storage compartments and arm rest. Shall also include cloth rear seating and carpet flooring.
 - 4.3.30.9 Deduct hand pillar spot light per 4.3.30. (At City's option, this item will be removed from the required specifications and City shall receive a credit against the total cost of the vehicle in the amount stated on the Price Schedule.)
- 4.3.30 The City will provide a delivery schedule for each purchase order over 50 vehicles. The schedule will not require Vendor to deliver any vehicles earlier than the delivery time period stated on the Price Schedule.

4.3.31 Additional Options to Base Vehicle: The Troy Cargo Barrier, Setina Prisoner Barrier and Setina Push Bumper will installed by the City. The awarded vendor will place the Cargo Barrier, Prisoner Barrier, Push Bumper and all associated hardware for each vehicle in the rear cargo area of each vehicle prior to delivery to the City. All remaining options shall be installed as part of the vehicle when added to the base vehicle.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Pricing.

Vendor's pricing shown on the Price Schedule shall remain fixed throughout the term of this contract and any renewal hereof, and shall apply to any model year for the vehicles shown, including new model years, if ordered during the original term or renewal period of this contract.

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or date specified in the award letter if this contract does not exceed \$50,000, and terminate on SEPTEMBER 30, 2017.

Renewals.

At City's option, this Contract may be renewed under the same terms and conditions for 1 additional 1 year period. Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefore.

All or None Bid

City of San Antonio will make award to one bidder only.

Liquidated Damages for Delay:

The parties agree that the actual damages that might be sustained by the City by reason of the breach by Vendor of its covenant to make delivery within the time specified on the Price Schedule, or later delivery per the Schedule provided by City, is uncertain and would be difficult of ascertainment, and that the sum of \$100.00 per day per unit for each day that delivery is late would be a reasonable compensation for such breach. Vendor hereby promises to pay, and City hereby agrees to accept, such sum as liquidated damages, and not as a penalty, in the event of such breach. Furthermore, the parties agree that City may withhold said liquidated damages from any payments due to Vendor hereunder. If Vendor's delay exceeds 30 days, City may, at its option, elect to terminate this contract in whole or in part. In such event, City may pursue actual damages, rather than applying this liquidated damages provision.

Temporary Short Term Extensions.

City shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed three months. Said month to month extensions shall be in writing, signed by Director, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

Warranty.

A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

Insurance.

A) Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department-Purchasing Division, which shall be clearly labeled "Annual Contract For Police Interceptor Utility Vehicles" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Finance Department-Purchasing Division. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

C) A Vendor's financial integrity is of interest to the City; therefore, subject to Vendor's right to maintain reasonable deductibles in such amounts as are approved by the City, Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Vendor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

| TYPE | AMOUNTS |
|--|---|
| 1. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury | For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage |

D) Vendor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Vendor herein, and provide a certificate of insurance and endorsement that names the Vendor and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Vendor. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Vendor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Vendor shall pay any costs incurred resulting from provision of said documents.

City of San Antonio
Attn: Finance Department-Purchasing Division

P.O. Box 839966
San Antonio, Texas 78283-3966

F) Vendor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Vendor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Vendor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

H) In addition to any other remedies the City may have upon Vendor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Vendor to stop work hereunder, and/or withhold any payment(s) which become due to Vendor hereunder until Vendor demonstrates compliance with the requirements hereof.

I) Nothing herein contained shall be construed as limiting in any way the extent to which Vendor may be held responsible for payments of damages to persons or property resulting from Vendor's or its subcontractors' performance of the work covered under this Agreement.

J) It is agreed that Vendor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..

L) Vendor and any Subcontractors are responsible for all damage to their own equipment and/or property.

Incorporation of Attachments.

Each of the attachments listed below is an essential part of this contract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

Attachment A – Price Schedule

Attachment B – City of San Antonio Local Preference Program Forms

Attachment C – Veteran-Owned Small Business Preference Program Tracking Form

006 - GENERAL TERMS & CONDITIONS

Electronic Offer Equals Original. If Vendor is submitting an electronic offer, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

Delivery of Goods/Services.

Destination Contract. Vendor shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this RFO or, if different, in the Purchase Order. Vendor shall bear the risk of loss until delivery. Freight charges will be paid only when expedited delivery is requested and approved in writing by City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

Failure to Deliver. When delivery is not met as provided for in the contract, City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by City as a result thereof. In addition, Vendor may be removed from City's list of eligible bidders.

Purchase Orders. Each time a City department wishes to place an order against this contract, it will issue Vendor a purchase order. Vendor must have the purchase order before making any delivery.

Acceptance by City. City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If City elects to accept nonconforming goods and services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate City for the nonconformity. Any acceptance by City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not to meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days' of the invoice.

Invoicing and Payment.

Address for Invoices. All original invoices must be sent to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

Information Required On Invoice.

All invoices must be in a form and content approved by City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount. City will not make partial payments on an invoice where there is a dispute.

NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAY SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

Amendments. Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Vendor. The Director of the Purchasing and General Services Department, or Director's designee, shall have authority to execute amendments on behalf of City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City.

Termination.

Termination-Breach. Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to the Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.

Termination-Funding. City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Termination by City may be effected by Director, without further action by the San Antonio City Council.

Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Vendor.

INDEMNIFICATION.

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph

shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall advise CITY in writing within 24 hours of any claim or demand against CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Vendor shall retain the records until the resolution of such litigation or other such questions. Vendor acknowledges and agrees that City shall have access to any and all such Documents at any and all times, as deemed necessary by City, during said Retention Period. City may, at its election, require Vendor to return the documents to City at Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

Vendor shall notify City, immediately, in the event Vendor receives any requests for information from a third party, which pertain to the Documents referenced herein. Vendor understands and agrees that City will process and handle all such requests.

Severability. If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

Compliance with Law. Vendor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

Certifications. Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

Venue. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section IILC.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract. **As a party to this contract, Vendor understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.**

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, City reserves the right to deduct any delinquent taxes from payments that City may owe to the delinquent Vendor as a result of this contract.

Binding Contract. This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

Entire Agreement. This contract, including City's final electronically posted online version, together with its authorizing ordinance, and its price schedule(s), attachments, purchase orders, and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Amendment provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.**

007 - SIGNATURE PAGE

By submitting an offer, whether electronically or by paper, Offeror represents that:

(s)he is authorized to bind Offeror to fully comply with the terms and conditions of City's Request for Offer for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Offeror is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

If submitting your offer by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your offer.

Offeror Information:

Please Print or Type:

Vendor ID No.:

Signer's Name:

Name of Business:

Street Address:

City, State, Zip Code:

Email Address:

Telephone No.:

Fax No.:

City's Solicitation No.:

A. Glen Angelle

SilsBee Ford

1211 U.S Hwy 910N

SilsBee, Texas 77656

gangelles.cowboyfleet@gmail.com

409-880-9191

409-895-3884

6100008160


Signature of Person Authorized to Sign Offer

008 - STANDARD DEFINITIONS

Whenever a term defined by the Uniform Commercial Code ("UCC"), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

All-or-None Offer - an RFO in which City will award the entire contract to one offeror only.

Alternate Offer - two or more offers with substantive variations in the item or service offered from the same offeror in response to a solicitation.

Assignment - a transfer of claims, rights or interests in goods, services or property.

Bid Bond - security to ensure that Offeror (a) will not withdraw the offer within the period specified for acceptance, and (b) will furnish any required bonds and any necessary insurance within the time specified in the solicitation.

City - the City of San Antonio, a Texas home-rule municipal corporation.

Contractor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Director - the Director of City's Purchasing & General Services Department, or Director's designee.

Line Item - a listing of items in an offer for which an offeror is expected to provide separate pricing.

Offer - a complete, signed response to an RFO that, if accepted, would bind Offeror to perform the resultant contract.

Offeror - a person, firm or entity that submits an offer in response to a solicitation. The offeror whose offer is accepted by City may also be referred to herein as Contractor, Vendor or Supplier.

Payment Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor's failure to pay suppliers and subcontractors.

Performance Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Performance Deposit - security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Pre-Submittal Conference - a meeting conducted by City, held in order to allow offerors to ask questions about the proposed contract and particularly, the contract specifications.

Purchase Order - a validly issued order placed by an authorized City department for the purchase of goods or services, written on City's standard purchase order form, and which is the vendor's authority to deliver to and invoice City for the goods or services specified in an RFO for the price stated in vendor's offer.

Specifications - a description of what City requires and what Offeror must offer; a description of the physical or functional characteristics of a product or material, or the nature of a service or construction item.

Subcontractor - a person, firm or entity providing goods or services to a vendor to be used in the performance of the vendor's obligations under the contract with City.

Supplier - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Vendor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

009 - ATTACHMENTS

Attachment A

PRICE SCHEDULE

Local Preference Program (LPP) Ordinance

The 82nd Texas Legislature adopted a revision to the law that allowed the City of San Antonio (City) to adopt a policy that would grant contracting preferences to local businesses for certain types of contracts. The City adopted such a policy, known as the Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, effective for solicitations issued after May 1, 2013.

This solicitation is subject to the Local Preference Program. For more information on the program, refer to the Local Preference Program Identification Form attached to this solicitation.

In order to receive consideration the Local Bidder must complete and return the attached Local Preference Identification Form.

The price of the unit will be evaluated with one the base vehicle, one each Troy Cargo Barrier, one each Setina Prisoner Barrier, one each Setina Push Bumper and one each Front Headlamp Lighting Solution (66A factory pre-installed complete wig wag lighting).

ITEMS PRICING

| ITEM | ESTIMATED ANNUAL QUANTITY | DESCRIPTION |
|------|---------------------------|---|
| 1 | 200 | Ford Explorer Police Interceptor Utility Vehicles |

BASE VEHICLE PRICE EACH: \$ 26520⁰⁰ 26,520

TOTAL: \$ 5,304,000. 5,304,000

YEAR, MAKE & MODEL OFFERED:

2017 Ford Interceptor SUV

ENGINE OFFERED:

3.7L V6

TRANSMISSION OFFERED:

6-SPD Auto

VEHICLE WARRANTY:

36mo/36,000 Bumper To Bumper 5YR/100,000 Power Train

WARRANTY SERVICE PROVIDER FACILITY NAME:

Red McCombs Ford

8333 I-10 Frontage, San Antonio TX 78230

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

Red McCombs Ford

8333-I-10 Frontage San Antonio, TX 78230

DELIVERY WILL BE MADE WITHIN 120-160 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

BID PRICES SHALL REMAIN FIRM FOR ALL ORDERS PLACED PRIOR TO THE EXPIRATION OF THIS CONTRACT, INCLUDING ALL RENEWAL PERIODS.

Additional Options to Base Vehicle: Listed below are additional options that may be added to the base vehicle at City's option for the fee stated below. Items 7, 8 and 10 reflect deductions from the price stated in ITEM 1, should City select these options, at City's sole discretion. In order to be considered for contract award, offeror must provide a price for each of the following optional items.

ITEM 2: Troy Cargo Barrier, Part Number TP-FDFX-R.

PRICE EACH: \$ 289.⁰⁰

ITEM 3 Setina Prisoner Barrier, Part Number 10XL Horizontal Sliding

PRICE EACH: \$ 497.⁰⁰

ITEM 4 Setina Push Bumper, Part Number PB-400 Black

PRICE EACH: \$ 228.⁰⁰

ITEM 5 Front Headlamp Lighting Solution (66A pre-installed complete wig wag lighting).

PRICE EACH: \$ 513.00 *FORD 66A w/ WHEEL FLASHER, WIG WAG
2 WHEELS w/ 30W LAMP
INSTALL (52089)*

ITEM 6 Front Headlamp Housing only (86P pre-drilled wig wag light hole only, installation not included).

PRICE EACH: \$ 119

ITEM 7 Deduct for Single Color Vehicle Manufacturer's Gloss Black

PRICE EACH: \$ 505.⁰⁰

ITEM 8 Deduct for Single Color Vehicle Manufacturer's Gloss White

PRICE EACH: \$ 510⁰⁰

ITEM 9 Upgrade civilian interior to include Center Floor Console with storage compartments and arm rest. Shall also include cloth rear seating and carpet flooring.

PRICE EACH: \$ 389⁰⁰

ITEM 10 Deduct for hand pillar spot light delete

PRICE EACH: \$ 221.00

Prompt Payment Discount: 0 % _____ days. (If no discount is offered, Net 30 will apply.)

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

The City of San Antonio Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, establishes a local preference for specific contracting categories. Each time a bidder or respondent submits a bid for a solicitation, this Local Preference Program Identification Form must be completed and turned in with the solicitation response in order to be identified as a City Business and receive the preference described below. The City will not rely on Local Preference Program Identification Forms submitted with prior or contemporaneous bids or proposals.

The Local Preference Program allows the City to grant a preference to a business meeting the definition of *City Business* in the award of the following types of contracts, when selection is made based on price alone:

- **Personal Property (Goods / Supplies):** The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 or more;
- **Non-professional Services:** The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$500,000;
- **Construction Services:** The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$100,000, excluding contracts awarded using alternative delivery methods.

The Local Preference Program also allows the award of additional points, when multiple evaluation criteria are used in the award of professional service contracts, where the selection process is not governed by statute and in revenue generating and concession contracts. A business meeting the definition of *City Business* stated below may be awarded 10 points for being headquartered within the city, or 5 points for having a local office within the city.

Moreover, the program recognizes joint venture agreements and allows for apportioning of points based upon the percentage of ownership of joint ventures by *City Businesses* responding to solicitations for which discretionary points are applied. For solicitations where selection is made based on price alone, all members of a joint venture must be *City Businesses* for the preference to be applied.

City Business is defined as a business headquartered within the incorporated San Antonio city limits for one year or more OR one that meets the following conditions:

- Has an established place of business for one year or more in the incorporated limits of the City:
 - (a) from which at least 100 of its employees OR at least 20% of its total full-time, part-time and contract employees are regularly based; and
 - (b) from which a substantial role in the business' performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

A location utilized solely as a post office box, mail drop or telephone message center or any similar combination, with no other substantial work function, is not a *City Business*.

For the purposes of this program, Headquartered is defined as the place where a business entity's officers direct, control, and coordinate the entity's activities.

NOTE: Bidders / Respondents are required to submit documentation to substantiate that the requirements of a *City Business* have been met. Examples of documentation may include, but are not limited to the following:

1. Existence of local headquarters or office: For corporations, Texas Comptroller's listing of names/addresses of officers and directors. For partnerships, partnership agreement and any documents identifying the current managing partners and their current work addresses
2. Evidence of local headquarters or office in existence for one year or more: Utility bills, real property lease agreements, equipment leases, personal property taxes, real property taxes
3. Evidence of number of employees: Organizational charts, payroll records by location

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

CITY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION TO VALIDATE BIDDERS/RESPONDENTS' DESIGNATION AS A CITY BUSINESS.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR RESPONSE EVEN IF YOU ARE NOT SEEKING A LOCAL PREFERENCE. THE BIDDER / RESPONDENT MUST COMPLETE THE FOLLOWING FORM TO BE IDENTIFIED AS A CITY BUSINESS. IF BIDDER / RESPONDENT IS SUBMITTING AS A JOINT VENTURE, EACH CITY BUSINESS THAT IS A MEMBER OF THE JOINT VENTURE MUST COMPLETE AND SIGN THIS FORM.

PROVIDE THE FOLLOWING INFORMATION IF BIDDER/ RESPONDENT IS SUBMITTING AS PART OF A JOINT VENTURE. Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

STATE BIDDER'S / RESPONDENT'S PERCENTAGE OF OWNERSHIP IN THE JOINT VENTURE: _____%

SUBMIT A COPY OF THE JOINT VENTURE AGREEMENT. SUBMIT ANY OTHER DOCUMENTATION REQUESTED BY CITY TO SUBSTANTIATE THE EXISTANCE OF AND/OR PARTICIPATION IN THE JOINT VENTURE. NO PREFERENCE POINTS WILL BE ALLOCATED TO A JOINT VENTURE THAT FAILS TO SUBMIT REQUIRED DOCUMENTATION.

SOLICITATION NAME/NUMBER: 6100008140

PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S HEADQUARTERS:

| | | |
|---|--------------------------------|-------------------------------------|
| Name of Business: | Silsbee Ford | |
| Physical Address: | 1211 U.S. Hwy 96N | |
| City, State, Zip Code: | Silsbee, Texas 77656 | |
| Phone Number: | 409 - 880 - 9191 | |
| Email Address: | gannelle.cowboyfleet@gmail.com | |
| Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent: _____ | | |
| Is Business headquartered within the incorporated San Antonio city limits? (circle one) | Yes | <input checked="" type="radio"/> No |
| Has the business been headquartered in the incorporated San Antonio city limits for one year or more? (circle one) | Yes | <input checked="" type="radio"/> No |
| If the answers to the questions above are "Yes", stop here. If the answer to either of the above questions is "No", provide responses to the following questions: | | |

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S LOCAL OFFICE (IF APPLICABLE):

| | | |
|--|---------------------------------------|-------------------------------------|
| Name of Business: | Silsbee Ford | |
| Physical Address: | 1211 U.S. Hwy 96N | |
| City, State, Zip Code: | Silsbee, Texas 77656 | |
| Phone Number: | 409-880-9191 | |
| Email Address: | ganselle.com Boy Fleet @ ganselle.com | |
| Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent in the local office: _____ | | |
| Is the business located in the incorporated San Antonio city limits? (circle one) | Yes | <input checked="" type="radio"/> No |
| Has the business been located in the incorporated San Antonio city limits for one year or more? (circle one) | Yes | <input checked="" type="radio"/> No |
| Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one) | Yes | <input checked="" type="radio"/> No |
| Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one) | Yes | <input checked="" type="radio"/> No |
| Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one) | Yes | <input checked="" type="radio"/> No |

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form


ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Local Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Local Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

BIDDER'S / RESPONDENT'S FULL NAME:

A Glen Angelle
(Print Name) Authorized Representative of Bidder / Respondent


(Signature) Authorized Representative of Bidder / Respondent

Sales Assoc.
Title

10-24-14.
Date

**This Local Preference Identification Form must be submitted with the bidder's /
respondent's bid/proposal response.**

City of San Antonio
Veteran-Owned Small Business Program Tracking Form

Authority. San Antonio City Code Chapter 2, Article XI describes the City's veteran-owned small business preference program.

Tracking. This solicitation is not eligible for a preference based on status as a veteran-owned small business (VOSB). Nevertheless, in order to determine whether the program can be expanded at a later date, the City tracks VOSB participation at both prime contract and subcontract levels.

Certification. The City relies on inclusion in the database of veteran-owned small businesses (VOSB) maintained by the U.S. Small Business Administration to verify VOSB status; however, veteran status may also be confirmed by certification by another public or private entity that uses similar certification procedures.

Definitions.

The program uses the federal definitions of veteran and veteran-owned small business found in 38 CFR Part 74.

- The term "veteran" means a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps, Coast Guard, for any length of time and at any place and who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in line of duty or while in training status.
- A veteran-owned small business is a business that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as "small" for Federal business size stand purposes.

The program uses the below definition of joint venture.

- Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

The program does not distinguish between a veteran and a service-disabled veteran-owned business and is not limited geographically.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR BID/PROPOSAL.

INSTRUCTIONS

- IF SUBMITTING AS A PRIME CONTRACTOR ONLY, COMPLETE SECTION 1 OF THIS FORM.
- IF SUBMITTING AS A PRIME CONTRACTOR UTILIZING A SUBCONTRACTOR, COMPLETE SECTIONS 1 AND 2 OF THIS FORM.

**City of San Antonio
Veteran-Owned Small Business Program Tracking Form**

SOLICITATION NAME/NUMBER: 610000 8160

| | | |
|---|----------------------------------|-------------------------------------|
| Name of Respondent: | SilsBee Ford | |
| Physical Address: | 1211 U.S. Hwy 96N | |
| City, State, Zip Code: | SilsBee, Texas 77656 | |
| Phone Number: | 409-880-9191 | |
| Email Address: | gangelles.cowboyflaetargmail.com | |
| Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one) | Yes | <input checked="" type="radio"/> No |
| If yes, provide the SBA Certification # | | |
| If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one) | Yes | <input checked="" type="radio"/> No |
| If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers. | | |
| Participation Percentage: | | |
| Participation Dollar Amount: | | |

| | | |
|---|-----|-------------------------------------|
| Is Respondent subcontracting with a business that is certified as a VOSB? (circle one) | Yes | <input checked="" type="radio"/> No |
| Name of SUBCONTRACTOR Veteran-Owned Small Business: | | |
| Physical Address: | | |
| City, State, Zip Code: | | |
| Phone Number: | | |
| Email Address: | | |
| Is SUBCONTRACTOR certified as a VOSB with the U.S. Small Business Administration? (circle one) | Yes | <input checked="" type="radio"/> No |
| If yes, provide the SBA Certification # | | |
| If not certified by the SBA, is SUBCONTRACTOR certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one) | Yes | <input checked="" type="radio"/> No |
| If yes, provide the name of the entity who has certified SUBCONTRACTOR as a VOSB. Include any identifying certification numbers. | | |
| Participation Percentage: | | |
| Participation Dollar Amount | | |

City of San Antonio
Veteran-Owned Small Business Program Tracking Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Veteran-Owned Small Business Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

BIDDER/RESPONDENT'S FULL NAME:

A Glen Angell
(Print Name) Authorized Representative of Bidder/Respondent


(Signature) Authorized Representative of Bidder/Respondent

Sales Counselor
Title

10-24-14
Date

This Veteran-Owned Small Business Program Tracking Form must be submitted with the Bidder/Respondent's bid/proposal.



City of San Antonio

ADDENDUM I

SUBJECT: Formal Request For Offer (RFO) 6100008160 ANNUAL CONTRACT FOR POLICE INTERCEPTOR UTILITY VEHICLES scheduled to open Wednesday, October 26, 2016 date of issue October 11, 2016.

DATE: October 20, 2016

THE ABOVE MENTIONED REQUEST FOR OFFER (RFO) IS HEREBY AMENDED AS FOLLOWS:

1. **THE REQUEST FOR OFFER OPENING DATE REMAINS WEDNESDAY, OCTOBER 26, 2016, 10:00 a.m. CENTRAL TIME.**

2. Document Section 004 – Specifications / Scope of Services, Item Description changed to read:

| 4.3 | ITEM | ESTIMATED ANNUAL QUANTITY | DESCRIPTION |
|------------|-------------|----------------------------------|---|
| | 1 | 200 | Ford Explorer Police Interceptor Utility Vehicles |

Changed to read:

4.3.30.4 Front Headlamp Lighting Solution (66A factory pre-installed complete wig wag lighting).

Changed to read:

4.3.30.5 Front Headlamp Housing only (86P pre-drilled wig wag light hole only, installation not included).

Changed to read:

4.3.30.8 Upgrade civilian interior to include Center Floor Console with storage compartments and arm rest. Shall also include cloth rear seating and carpet flooring.

Added:

4.3.31 **Additional Options to Base Vehicle:** The Troy Cargo Barrier, Setina Prisoner Barrier and Setina Push Bumper will installed by the City. The awarded vendor will place the Cargo Barrier, Prisoner Barrier, Push Bumper and all associated hardware for each vehicle in the rear cargo area of each vehicle prior to delivery to the City. All remaining options shall be installed as part of the vehicle when added to the base vehicle.

3. Document Section 005 – Supplemental Term & Conditions

Added:

All or None Bid

City of San Antonio will make award to one bidder only.

4. Document Section 009 – Attachments

Changed to read:

Attachment A

PRICE SCHEDULE

Local Preference Program (LPP) Ordinance

The 82nd Texas Legislature adopted a revision to the law that allowed the City of San Antonio (City) to adopt a policy that would grant contracting preferences to local businesses for certain types of contracts. The City adopted such a policy, known as the Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, effective for solicitations issued after May 1, 2013.

This solicitation is subject to the Local Preference Program. For more information on the program, refer to the Local Preference Program Identification Form attached to this solicitation.

In order to receive consideration the Local Bidder must complete and return the attached Local Preference Identification Form.

The price of the unit will be evaluated with one the base vehicle, one each Troy Cargo Barrier, one each Setina Prisoner Barrier, one each Setina Push Bumper and one each Front Headlamp Lighting Solution (66A factory pre-installed complete wig wag lighting).

ITEMS PRICING

| ITEM | ESTIMATED ANNUAL QUANTITY | DESCRIPTION |
|------|---------------------------|---|
| 1 | 200 | Ford Explorer Police Interceptor Utility Vehicles |

BASE VEHICLE PRICE EACH: \$ 26520

TOTAL: \$ 5,304,000

YEAR, MAKE & MODEL OFFERED:

2017 Ford Interceptor SUV AWD

ENGINE OFFERED:

3.7 L V6.

TRANSMISSION OFFERED:

6spd Auto

VEHICLE WARRANTY:

3lem/36,000 mile Bumper To Bumper 5yr/100,000 Power Train

WARRANTY SERVICE PROVIDER FACILITY NAME:

Red McCombs Ford
8333 E-10 Frontage San Antonio

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

Red McCombs Ford
8333-E-10 Frontage San Antonio Tx 78230

DELIVERY WILL BE MADE WITHIN 20-100 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

BID PRICES SHALL REMAIN FIRM FOR ALL ORDERS PLACED PRIOR TO THE EXPIRATION OF THIS CONTRACT, INCLUDING ALL RENEWAL PERIODS.

Additional Options to Base Vehicle: Listed below are additional options that may be added to the base vehicle at City's option for the fee stated below. Items 7, 8 and 10 reflect deductions from the price stated in ITEM 1, should City select these options, at City's sole discretion. In order to be considered for contract award, offeror must provide a price for each of the following optional items.

ITEM 2: Troy Cargo Barrier, Part Number TP-FDFX-R.

PRICE EACH: \$ 289⁰⁰

ITEM 3 Setina Prisoner Barrier, Part Number 10XL Horizontal Sliding

PRICE EACH: \$ 497

ITEM 4 Setina Push Bumper, Part Number PB-400 Black

PRICE EACH: \$ 228

ITEM 5 Front Headlamp Lighting Solution (66A factory pre-installed complete wig wag lighting)
PRICE EACH: \$513 Ford 46A w/wheelan Flesher, wig wags
2 wheelan white Iron L40 Lamp. Install (52089)

ITEM 6 Front Headlamp Housing only (86P pre-drilled wig wag light hole only, installation not included).
PRICE EACH: \$ 119

ITEM 7 Deduct for Single Color Vehicle Manufacturer's Gloss Black
PRICE EACH: \$ 505

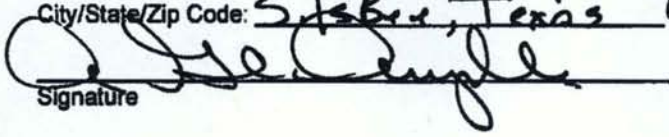
ITEM 8 Deduct for Single Color Vehicle Manufacturer's Gloss White
PRICE EACH: \$ 510

ITEM 9 Upgrade civilian interior to include Center Floor Console with storage compartments and arm rest. Shall also include cloth rear seating and carpet flooring.
PRICE EACH: \$ 389

ITEM 10 Deduct for hand pillar spot light delete
PRICE EACH: \$ 221

Prompt Payment Discount: 0 % days. (If no discount is offered, Net 30 will apply.)


Paul J. Calapa
Purchasing Administrator
Finance Department, Purchasing Division

Date: 10-25-14
Company Name: Silsbee Ford
Address: 1211 U.S. Hwy 96N
City/State/Zip Code: Silsbee, Texas 77454

Signature



City of San Antonio

ADDENDUM II

SUBJECT: Formal Request For Offer (RFO) 6100008160 ANNUAL CONTRACT FOR POLICE INTERCEPTOR UTILITY VEHICLES scheduled to open Wednesday, October 26, 2016 date of issue October 11, 2016.

DATE: October 20, 2016

THE ABOVE MENTIONED REQUEST FOR OFFER (RFO) IS HEREBY AMENDED AS FOLLOWS:

- 1. **THE REQUEST FOR OFFER OPENING DATE REMAINS WEDNESDAY, OCTOBER 26, 2016, 10:00 a.m. CENTRAL TIME.**
- 2. Document Section 004 – Specifications / Scope of Services, Item Description changed to read:

| 4.3 | ITEM | ESTIMATED ANNUAL QUANTITY | DESCRIPTION |
|-----|------|---------------------------|---|
| | 1 | 200 | Ford Explorer Police Interceptor Utility Vehicles |

Changed to read:

4.3.30.4 Front Headlamp Lighting Solution (66A pre-installed complete wig wag lighting).

- 3. Document Section 009 – Attachments

Changed to read:

Attachment A

PRICE SCHEDULE

Changed to read:

ITEM 5 Front Headlamp Lighting Solution (66A pre-installed complete wig wag lighting).


 Paul J. Callapa
 Purchasing Administrator
 Finance Department, Purchasing Division

