

ORDINANCE 2021-02-04-0056

APPROVING A CONTRACT WITH LAKE COUNTRY CHEVROLET, INC., TO PROVIDE THE SAN ANTONIO POLICE DEPARTMENT WITH NINE REPLACEMENT CHEVROLET TAHOE VEHICLES FOR \$330,024.10. FUNDING IN THE AMOUNT OF \$330,024.10 IS AVAILABLE FROM THE FY 2021 EQUIPMENT RENEWAL AND REPLACEMENT FUND BUDGET.

* * * * *

WHEREAS, the Interlocal Cooperation Act (the "Act"), Chapter 791, Texas Government Code permits local governmental entities to enter into interlocal agreements for the performance of governmental functions, including administrative functions, such as purchasing, in order to promote efficiencies and effectiveness; and

WHEREAS, the Region VIII Education Service Center ("Region VIII") is the Texas administrator of a cooperative purchasing program known as The Interlocal Purchasing System ("TIPS") Program; and

WHEREAS, the City entered into an Interlocal Agreement with Region VIII pursuant to Ordinance Number 2009-12-10-1002, authorizing use of contracts procured by TIPS; and

WHEREAS, the City wishes to utilize the TIPS contract with Lake Country Chevrolet, Inc., to provide the San Antonio Police Department with nine replacement Chevrolet Tahoe vehicles for \$330,024.10; 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 submitted by Lake Country Chevrolet, Inc., to provide the San Antonio Police Department with nine replacement Chevrolet Tahoe vehicles for \$330,024.10 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. The bid tabulation and contract are attached hereto and incorporated herein for all purposes as **Exhibit I**.

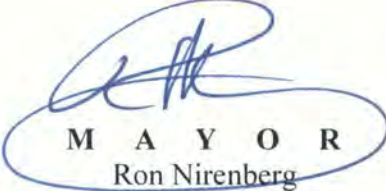
SECTION 2. Funding for this ordinance in the amount of \$330,024.10 is available in Fund 72001000, Cost Center 3503200001 and General Ledger 5709080 as part of the Fiscal Year 2021 Adopted Budget approved by City Council.

SECTION 3. Payment in the amount up to \$330,024.10 is authorized to Lake Country Chevrolet, Inc., and should be encumbered with a purchase order.

SECTION 4. The financial allocations in this ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or 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 5. This ordinance is effective immediately upon passage by eight or more affirmative votes; otherwise, it is effective on the tenth day after passage.

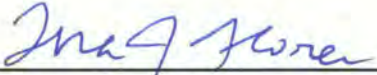
PASSED and APPROVED this 4th day of February, 2021.




M A Y O R
Ron Nirenberg

ATTEST:

APPROVED AS TO FORM:



Tina J. Flores, City Clerk



Andrew Segovia, City Attorney



City of San Antonio

City Council

February 04, 2021

Item: 8

File Number: 21-1119

Enactment Number:

2021-02-04-0056

Ordinance approving a contract with Lake Country Chevrolet, Inc., to provide the San Antonio Police Department with nine replacement Chevrolet Tahoe vehicles for \$330,024.10. Funding in the amount of \$330,024.10 is available from the FY 2021 Equipment Renewal and Replacement Fund Budget. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer]

Councilmember John Courage made a motion to approve. Councilmember Adriana Rocha Garcia seconded the motion. The motion passed by the following vote:

Aye: 10 Nirenberg, Treviño, Andrews-Sullivan, Viagran, Rocha Garcia, Gonzales, Cabello Havrda, Sandoval, Pelaez and Courage

Absent: 1 Perry

LC
02/04/21
Item No. 8

Exhibit I

Opened: January 8, 2021 SAPD-PURCHASE OF CHEVROLET TAHOE SUVs POLICE VEHICLES		TIPS Lake Country Chevrolet, Inc. 2125 Wheeler St. Jasper, TX 75951 409-880-9191	
For: 6100013595		AAS	
ITEM	DESCRIPTION	QUANTITY	
1	Chevrolet - Police Pursuit Tahoe SUVs – Black & White Year, Make & Model of Tahoe SUV Offered Specific Make & Model of Engine Price Each Price Total	4	2021 Chevrolet Tahoe PPV 2021 Chevrolet Tahoe PPV, 2WD, 5.3L V8, 355 HP \$37,789.65 \$151,158.60
2	Chevrolet - Police Pursuit Tahoe SUVs – Blue Velvet Metallic Year, Make & Model of Tahoe SUV Offered Specific Make & Model of Engine Price Each Price Total	2	2021 Chevrolet Tahoe PPV 2021 Chevrolet Tahoe PPV, 2WD, 5.3L V8, 355 HP \$35,773.10 \$71,546.20
3	Chevrolet - Police Pursuit Tahoe SUVs – Black Year, Make & Model of Tahoe SUV Offered Specific Make & Model of Engine Price Each Price Total	3	2021 Chevrolet Tahoe PPV 2021 Chevrolet Tahoe PPV, 2WD, 5.3L V8, 355 HP \$35,773.10 \$107,319.30
4	Cooperative Fee Price Each Price Total Vehicle Warranty Vehicle Warranty Service Provider Facility Name Vehicle Warranty Service Provider Facility Address Production Date Cut-Off Last Day to place an order without missing production cut off date Delivery- Item # 1 Delivery- Item #2 and #3 Payment Terms TOTAL	1	\$0.00 \$0.00 36 Months, 36,000 Bumper to bumper, 5 Years/100,000 Powertrain Local Dealer Local Dealer 3/25/2021 3/25/2021 2 Each within 90 Days 2 Each before 8/31/2021 Before 8/31/2021 Net 30 \$330,024.10
TOTAL QUANTITY			\$330,024.10



CITY OF SAN ANTONIO
FINANCE DEPARTMENT - PURCHASING DIVISION

FORMAL REQUEST FOR OFFER ("RFO") NO.: 6100013595

SAPD-PURCHASE OF CHEVROLET TAHOE SUVs POLICE VEHICLES

Date Issued: JANUARY 05, 2021

RESPONSES MUST BE RECEIVED NO LATER THAN:
10:00 AM, CENTRAL TIME, JANUARY 08, 2021

Responses may be submitted by any of the following means:
Electronic submission through the Portal

Bid Bond: None Performance Bond: None Payment Bond: None Other: None

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: None DBE / ACDBE Requirements: None

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

Pre-Submittal Conference * NO

Staff Contact Person: ANGELA ALONSO-SMITH, PROCUREMENT SPECIALIST III, P.O. Box 839966, San Antonio, TX
78283-3966
Email: ANGELA.ALONSO-SMITH@SANANTONIO.GOV

SBEDA Contact Information: NA

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

Submission of Electronic Offers Through the Portal. 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.

Submission of Offers by Email. Submit one document by email to the Staff Contact Person, 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.

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 electronic offers submitted through the portal, 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.

For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes. Offers sent by fax must be manually signed prior to submission. Offers sent by email must be a PDF document reflecting a manual signature.

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

Certified Vendor Registration Form. If Offeror has not completed 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.

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

Email Alternate Bids. Alternate bids submitted by email must include a cover letter identifying the submission as an alternate bid. Each alternate bid must be designated as Alternate Bid No. 1, 2, etc. Failure to follow instructions may result in rejection of a bid.

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 offers 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 City's 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) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFO or offers from the time the RFO has been released until the contract is posted for consideration as a City Council agenda item during a meeting designated as an "A" session; 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 the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and 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.

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 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 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. 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 and 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, Offeror's 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 the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in § 2-42 and § 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with City. 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:

- A City officer or employee; his or her spouse, sibling, parent, child, or other family member within the first degree of consanguinity or affinity;
- An entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10% or more of the voting stock or shares of the entity, or 10% or more of the fair market value of the entity; or
- An entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

By submitting a proposal, Respondent warrants and certifies, and a contract awarded pursuant to this RFO is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City.

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://ethics.state.tx.us/forms/conflict/>

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/att/ethics/pdf/OCC-CIQ-Addendum.pdf>

When completed, the CIQ Form and the CIQ-A Form should be submitted together by mail to the Office of the City Clerk. Please mail to:

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

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 and sign your completed Form 1295. Submit your signed 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.

Publicly traded business entities, including their wholly owned subsidiaries, are exempt from this requirement and are not required to submit Form 1295.

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.1 SCOPE: The City of San Antonio is seeking an offer to purchase 9 Chevrolet Tahoe SUVs for use by the San Antonio Police Department. Vendor must supply the anticipated vehicles per the following specifications and in accordance with the dates listed herein. TIME IS OF THE ESSENCE.

- **ITEM 1: (4 Each) Police Pursuit Tahoe SUV – Black & White**
 - 2 needed within 90 days of City's issuance of the Purchase Order
 - 2 needed before 8/31/2021
- **ITEM 2: (2 Each) Police Pursuit Tahoe SUV – Blue Velvet Metallic**
 - 2 needed before 8/31/2021
- **ITEM 3: (3 Each) Police Pursuit Tahoe SUV – Black**
 - 3 needed before 8/31/2021

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 up to the production "cut-off" date submitted on the bid for the particular item, 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. Vendor is required to notify the City of all production "cut-off" dates necessary for order submission. Vehicle must be year model 2020 or newer.

4.2.2. All components shall be 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 Equipment shall be manufacturer's latest design, standard production model and shall have been manufactured within the last 12 months from the date of delivery to City. All components shall be installed new, unused, and shall be manufacturer's standard equipment unless otherwise specified or replaced herein. Equipment is to be inspected, serviced, and adjusted in accordance with manufacturer's recommended pre-delivery checklist, and ready for operation upon delivery. Manufacturer's Statement of Origin (MSO) showing manufacture within the last 12 calendar months, and completed pre-delivery checklists will be required at delivery. Equipment offered under the below listed specifications will be considered unacceptable if, for any reason, the equipment's, or major component's, long term availability on the U.S. market, or in the local area, is in doubt. All equipment will conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, subassemblies and component parts to be standard and interchangeable throughout the entire quantity of vehicles.

4.2.4 Equipment must include the maximum standard manufacturer's warranty on all components, with parts and service included. All components, parts and service shall include, as a minimum, a one year warranty. All warranty times shall start the date the vehicle is placed in service as determined by the City, not on the delivery date. The dealer will be notified in writing of the in-service date of each vehicle by serial number. Bidder shall fully explain 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 50 mile radius of San Antonio City Hall from and by a factory-authorized dealer (NO EXCEPTIONS). In the event that a unit purchased from a vendor requires transportation outside of Bexar County for a repair covered under warranty, that vendor shall be responsible for paying for all cost associated with the transportation to and from the warranty repair facility. If the vendor chooses to travel to inspect the unit to determine if the repair needed is covered under warranty, all expenses shall be paid for by the vendor. All warranty repairs must be completed within three (3) business days from the date equipment is delivered to the vendor unless otherwise approved by the appropriate City of San Antonio BESD Fleet Operations Manager or designate. Bidders must certify that all repairs needed after the warranty period will be available within 50 mile radius of San Antonio City Hall.

- 4.2.5 DELIVERY - All deliveries are to be made inside the City limits of San Antonio. Vendor must deliver equipment to the following address:

City of San Antonio,
Southeast Service Center, Building 6, Gate 5
1318 SE Loop 410,
San Antonio, TX 78222
Attn: Acquisitions

Delivery to a non-specified location will result in non-acceptance of the equipment 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. Class 1 and 2 vehicles shall have a no more than 500 miles on the vehicle odometer, or shall not be accepted. All vehicles are required to have a full tank(s) when delivered to City specified location.

- 4.2.6 Literature and Equipment Manuals – The supplier shall furnish (2) complete sets per vehicle type, of the following: Parts Manual, Maintenance Manual, Service Manual, and Operators Manual, or (4) USB drives, or on-line access to said items. The supplier shall furnish (2) complete sets of detailed literature and specifications of each vehicle type upon contract award.
- 4.2.7 Training – The City may require operational and maintenance training for equipment. If so, training shall be provided by a qualified instructor and conducted at a designated City facility. The City will not pay any cost incurred by the successful bidder in providing training. Training shall be provided no later than 30 days after the City takes delivery and accepts the new equipment at the specified City facility. Unless otherwise specified, training shall consist of a minimum (1) eight hour day. Payment for new equipment will not be made to successful bidder until training is completed. Operator training shall be coordinated with Fleet Operations staff. For equipment requiring more complex operation the City may require job site operational training that could last multiple days to assure proper machine operation.
- 4.2.8 DEMONSTRATIONS – The City may request, from selected vendors, a demonstration of proposed equipment. The City is under no obligation to demo all products proposed by vendors. If a demonstration is required, the City's Fleet Operations Manager will contact the vendor to schedule the product demonstration. This request will be considered an integral part of the bid process. Failure to comply may result in the bid being deemed nonresponsive, and therefore, not considered for award. Upon request, the vendor shall have a minimum of five (5) working days to provide and deliver the equipment to a location specified by City for the demonstration. The vendor shall make the equipment available for a minimum of five (5) working days at City's location, but not to exceed ten (10) working days.
- 4.2.9 EVALUATION – In the event that a demonstration is required, the equipment will be evaluated to determine if the unit meets the minimum bid specifications at the City's discretion.
- 4.2.10 All prices will be quoted F.O.B., designated City of San Antonio facility. All bids should include complete manufacturer's specifications for each model being bid.
- 4.2.11 Units shall be equipped with OEM, or equal, warning and shut down systems for low oil pressure and or high coolant temperature at a minimum. This requirement applies to all bid line items.
- 4.2.12 Vehicles shall be delivered with dealer temporary license plates/tags, invoice with reference to the purchase order, State of Texas Vehicle Inspection Report in the glove box, Manufacturer's Statement of Origin, vehicle weight slips, Incomplete Vehicle Certificates, and completed TX DMV form 130-U. Omission of any of these items shall delay payment and acceptance. **Vehicles supplied with GVWR of 11,000 lbs. or less must include registration fees in final bid price. Vendor must coordinate exempt license plate application and registration with Building & Equipment prior to submission to the State of Texas and/or local tax assessor collector office.**
- 4.2.13 All bodies and components in this bid must be installed in accordance with the appropriate complete Vehicle Data Manual. Certification of compliance shall be posted on the left door post of the vehicle. Except for manufacturer's data plates (maximum 4" x 6"), vendor's or manufacturer's identifying markings (decals and plates) shall not be applied to the vehicle or mounted components. Vendor shall complete installation in compliance with Federal Motor Vehicle Department of Transportation Standards and Texas State Highway requirements. Installation of body and accessories on City furnished vehicles must be accomplished by drilling holes in the frame. Welding on or cutting of frame is not authorized forward of the rear spring hanger or support. Bidders will be responsible for

the relocation of any components to facilitate installation of the body and equipment. Such relocation must be included as part of the basic bid. No dealership nameplates, markings or decals is permitted on the vehicles.

- 4.2.14 All vehicles must be equipped at the factory with air conditioning/heater/defroster (maximum capacity cooling system offered by manufacturer, full headliner minimum OEM AM/FM radio, power steering, power ABS brakes, power and heated mirrors, manual tilt steering wheel and power windows and door locks. Convenience Features: Vehicle shall be equipped with adjustable seats; intermittent wipers, and cruise control. All lighting shall be LED where available.
- 4.2.15 All units shall be equipped with safety equipment as required by the Federal Government. All units shall MEET ALL SAFETY STANDARDS AND REQUIREMENTS.

4.3	ITEM	ESTIMATED QUANTITY	DESCRIPTION
	1	4 EACH	Police Pursuit Tahoe SUV – Black & White

BASE VEHICLE SPECIFICATIONS:

- 4.3.1 **ENGINE:** Vehicle shall be a high performance gasoline powered V-8, 5.3L engine, with minimum 26 gallon tank.
- 4.3.2 **WHEELBASE:** Vehicle wheelbase shall be approximately one hundred twelve inches (116").
- 4.3.3 **ALTERNATOR:** The alternator shall be a minimum 170 amp alternator with manufacturer standard idle boost (radio suppressed).
- 4.3.4 **ELECTRICAL:** The standard 9C1 electrical system shall be provided with a 170 amp for front auxiliary power and 100 amp auxiliary power at rear; batteries shall be standard OEM supply.
- 4.3.5 **DRIVE:** The drive-train shall be rear wheel drive (RWD).
- 4.3.6 **BRAKES:** The anti-lock brake system shall be the latest production heavy duty, largest available, minimum disc front. The rear disc shall be with Vacuum Boost Power Assist or proven equal function.
- 4.3.7 **RADIATOR:** Maximum duty radiator system includes radiator shroud and maximum heavy-duty fan clutch; or dual electric fans and coolant recovery system.
- 4.3.8 **STEERING:** Vehicle shall have power steering, with external oil cooler.
- 4.3.9 **SUSPENSION:** Vehicle shall be supplied with the heaviest duty police rated front suspension, to include heavy duty shock absorbers, independent struts with stabilization.
- 4.3.10 **TRANSMISSION:** Push button electronic shift standard with heavy duty automatic transmission shall have a minimum 6 speed/overdrive with external oil cooler in addition to radiator cooling. Transmission shall have first gear lockout and may be electrically controlled.
- 4.3.11 **AXLES:** Vehicle shall be supplied with a rear axle that is positive traction, limited slip differential.
- 4.3.12 **WHEELS & TIRES:** Tires shall be all season Blackwall "V" rated or proven equal. Center style hub caps to be included.
- 4.3.13 **VEHICLE FEATURES:** 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. Vehicle shall be supplied with a 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. ON STAR DELETED.

- 4.3.14 INSTRUMENTATION:** Speedometer and odometer must be calibrated before delivery within a plus or minus 3% accuracy. Speedometer must have a minimum range of 0-120 MPH in maximum 2 MPH increments. Vehicle shall also include water temperature, oil pressure, and volt or ammeter gauges.
- 4.3.15 WINDSHIELD WASHER SYSTEM:** Vehicle shall be provided with multi-speed intermittent electric windshield wipers.
- 4.3.16 SEATING:** Front area seating shall have left and right door arm rests. Front seating shall have 40/20/40 front seats, with 20% seat delete front center; and second row 60/40 split folding bench option. Seating material shall be vinyl with rubber/vinyl flooring throughout vehicle.
- 4.3.17 FLOORING:** Heavy duty rubber floor covering, front and rear.
- 4.3.18 LOCKS:** Rear door locks and handles shall be inoperative at rear door but operate from the driver position. Rear doors can only be opened by the outside. Rear door window switches shall be inoperative and only operate from the driver position.
- 4.3.19 WINDOWS:** All windows shall have factory installed tinted glass.
- 4.3.20 CABIN AIR FILTER:** Vehicle shall have a dry type air cleaner.
- 4.3.21 OIL FILTER:** Vehicle shall be equipped with a spin on type engine oil filter.
- 4.3.22 COLORS:** Exterior vehicle color shall be painted manufacturers gloss black:
- 4.3.22.1** Vehicle shall have the roof and all four doors shall be painted the manufacturer's gloss bright white that is ¼" from window edge and have a clean edge at door interior. Paint splatters and uneven paint edge lines shall be returned for correction.
 - 4.3.22.2** Interior color shall be black.
 - 4.3.22.3** City shall provide photos with the purchase order to demonstrate two color paint scheme, which Vendor shall match.
- 4.3.23 SURVEILLANCE LIGHTING (DARK FEATURE):** Manual control interior and exterior lighting (delete daytime running lamps and automatic headlamps – 9G8) for efficient surveillance. Automatic interior lighting features shall be disabled. Glove box shall have courtesy lighting disengaged for same surveillance purposes
- 4.3.24 SPOT LIGHT –** Vehicle shall be equipped with a left hand pillar-mounted, separately fused left had spot lamp. Installation shall not interfere with the roof rail air bag deployment in the event of a crash (7X6). Spot lamp shall use H3 halogen bulbs, 100 watt, 12 volt, 245,000 candle power.
- 4.3.25 SAFETY FEATURES:** Vehicle safety features shall include the following at minimum:
- 4.3.25.1** Padded dash and driver's side air bag.
 - 4.3.25.2** Hands free capability for cellular phone use.
 - 4.3.25.3** Rear back up camera with image viewed on standard 4.2" diagonal Driver Information Center
 - 4.3.25.4** Reverse sensing system.
 - 4.3.25.5** **Alarm disengaged.**
- 4.3.26 UPFITTING AIDS:** Vendor shall order from the factory blunt-cut ends for post-delivery upfitting to use wiring circuit for grill lamps and siren speakers. Control wires from in-line connector in forward lamp harness will be used for 3rd party upfitter provided grill lamps and speaker. The wiring provision shall come with a minimum of 5' harness coiled underneath the instrument panel on the passenger side. The wiring circuits are routed from under the instrument panel to a 1' coil secured to the area behind the grille. There shall be four 16-gauge wires for connecting to the grille lamps and siren speaker.
- 4.3.27 ADDITIONAL OPTIONS:** these items shall be included in the standard patrol vehicle.
- 4.3.27.1** Setina Cargo Barrier Part# PK0123TAH152ND

- 4.3.27.2 Setina Prisoner Barrier Part# PK1152TAH15 Horizontal Sliding
- 4.3.27.3 Setina Push Bumper Part# PB-400 Black
- 4.3.27.4 Flasher System Headlamps and Tail Lamps (6J7) - Vehicle shall come equipped with high beam flashing modes, rear lamp flashing via the Body Control Module and control wire for 3rd party upfitter furnished switching to turn the module on and off. The flasher control wire is part of the blunt-cut upfitter harness coiled under the instrument panel in the front passenger side foot well. The flashing module is located on the rear edge of the right hand upper radiator support. (6J7)

4.3.28 Vehicles shall be supplied with Exempt license plates.

4.4	ITEM	ESTIMATED QUANTITY	DESCRIPTION
	2	2 EACH	Police Pursuit Tahoe SUV – Blue Velvet Metallic

BASE VEHICLE SPECIFICATIONS:

- 4.4.1 **ENGINE:** Vehicle shall be a high performance gasoline powered V-8, 5.3 L engine, with minimum 26 gallon tank.
- 4.4.2 **WHEELBASE:** Vehicle wheelbase shall be approximately one hundred twelve inches (116").
- 4.4.3 **ALTERNATOR:** The alternator shall be a minimum 170 amp alternator with manufacturer standard idle boost (radio suppressed).
- 4.4.4 **ELECTRICAL:** The standard 9C1 electrical system shall be provided with a 170 amp for front auxiliary power and 100 amp auxiliary power at rear; batteries shall be standard OEM supply.
- 4.4.5 **DRIVE:** The drive-train shall be rear wheel drive (RWD).
- 4.4.6 **BRAKES:** The anti-lock brake system shall be the latest production heavy duty, largest available, minimum disc front. The rear disc shall be with Vacuum Boost Power Assist or proven equal function.
- 4.4.7 **RADIATOR:** Maximum duty radiator system includes radiator shroud and maximum heavy-duty fan clutch; or dual electric fans and coolant recovery system.
- 4.4.8 **STEERING:** Vehicle shall have power steering, with external oil cooler.
- 4.4.9 **SUSPENSION:** Vehicle shall be supplied with the heaviest duty police rated front suspension, to include heavy duty shock absorbers, independent struts with stabilization.
- 4.4.10 **TRANSMISSION:** Push button electronic shift standard with heavy duty automatic transmission shall have a minimum 6 speed/overdrive with external oil cooler in addition to radiator cooling. Transmission shall have first gear lockout and may be electrically controlled.
- 4.4.11 **AXLES:** Vehicle shall be supplied with a rear axle that is positive traction, limited slip differential.
- 4.4.12 **WHEELS & TIRES:** Tires shall be all season with aluminum with full size hub caps; **Tahoe retail tire and wheel standard.**
- 4.4.13 **VEHICLE FEATURES:** 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. Vehicle shall be supplied with a 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. ON STAR DELETED.

- 4.4.14 **INSTRUMENTATION:** Speedometer and odometer must be calibrated before delivery within a plus or minus 3% accuracy. Speedometer must have a minimum range of 0-120 MPH in maximum 2 MPH increments. Vehicle shall also include water temperature, oil pressure, and volt or ammeter gauges.
- 4.4.15 **WINDSHIELD WASHER SYSTEM:** Vehicle shall be provided with multi-speed intermittent electric windshield wipers.
- 4.4.16 **SEATING:** Front bucket seating with center console; and second row standard option. Seating shall be dark cloth.
- 4.4.17 **FLOORING:** Carpet flooring with coordinated floor mats.
- 4.4.18 **REAR CONTROLS:** Vehicle shall come with operable door and window controls that can be controlled by either rear passenger or the driver.
- 4.4.19 **WINDOWS:** All windows shall have factory installed tinted glass.
- 4.4.20 **CABIN AIR FILTER:** Vehicle shall have a dry type air cleaner.
- 4.4.21 **OIL FILTER:** Vehicle shall be equipped with a spin on type engine oil filter.
- 4.4.22 **COLORS:** Vehicle supplied shall have a Midnight Blue Metallic color exterior.
- 4.4.23 **SAFETY FEATURES:** Vehicle safety features shall include the following at minimum:
 - 4.4.23.1 Padded dash and driver's side air bag,
 - 4.4.23.2 Hands free capability for cellular phone use.
 - 4.4.23.3 Rear back up camera with image viewed on standard Driver Information Center
 - 4.4.23.4 Reverse sensing system.
 - 4.4.23.5 **Alarm factory settings**
- 4.4.24 **UPFITTING AIDS:** Vendor shall order from the factory blunt-cut ends for post-delivery upfitting to use wiring circuit for grill lamps and siren speakers (6J3). Control wires from in-line connector in forward lamp harness will be used for 3rd party upfitter provided grill lamps and speaker. The wiring provision shall come with a minimum of 5' harness coiled underneath the instrument panel on the passenger side. The wiring circuits are routed from under the instrument panel to a 1' coil secured to the area behind the grille. There shall be four 16-gauge wires for connecting to the grille lamps and siren speaker.
- 4.4.25 **Flasher System for the Headlamps and Tail Lamps (6J7)** - Vehicle shall come equipped with high beam flashing modes, rear lamp flashing via the Body Control Module and control wire for 3rd party upfitter furnished switching to turn the module on and off. The flasher control wire is part of the blunt-cut upfitter harness coiled under the instrument panel in the front passenger side foot well. The flashing module is located on the rear edge of the right hand upper radiator support. (6J7)
- 4.4.26 Vehicles shall be supplied with Regular Exempt license plates that is reserved for Public Safety Vehicles.

4.5	ITEM	ESTIMATED QUANTITY	DESCRIPTION
	3	3 EACH	Police Pursuit Tahoe SUV – Black

BASE VEHICLE SPECIFICATIONS:

- 4.5.1 **ENGINE:** Vehicle shall be a high performance gasoline powered V-8, 5.3 L engine, with minimum 26 gallon tank.
- 4.5.2 **WHEELBASE:** Vehicle wheelbase shall be approximately one hundred twelve inches (116").
- 4.5.3 **ALTERNATOR:** The alternator shall be a minimum 170 amp alternator with manufacturer standard idle boost (radio suppressed).

- 4.5.4 **ELECTRICAL:** The standard 9C1 electrical system shall be provided with a 170 amp for front auxiliary power and 100 amp auxiliary power at rear; batteries shall be standard OEM supply.
- 4.5.5 **DRIVE:** The drive-train shall be rear wheel drive (RWD).
- 4.5.6 **BRAKES:** The anti-lock brake system shall be the latest production heavy duty, largest available, minimum disc front. The rear disc shall be with Vacuum Boost Power Assist or proven equal function.
- 4.5.7 **RADIATOR:** Maximum duty radiator system includes radiator shroud and maximum heavy-duty fan clutch; or dual electric fans and coolant recovery system.
- 4.5.8 **STEERING:** Vehicle shall have power steering, with external oil cooler.
- 4.5.9 **SUSPENSION:** Vehicle shall be supplied with the heaviest duty police rated front suspension, to include heavy duty shock absorbers, independent struts with stabilization.
- 4.5.10 **TRANSMISSION:** Push button electronic shift standard with heavy duty automatic transmission shall have a minimum 6 speed/overdrive with external oil cooler in addition to radiator cooling. Transmission shall have first gear lockout and may be electrically controlled.
- 4.5.11 **AXLES:** Vehicle shall be supplied with a rear axle that is positive traction, limited slip differential.
- 4.5.12 **WHEELS & TIRES:** Tires shall be all season with aluminum with full size hub caps; **Tahoe retail tire and wheel standard.**
- 4.5.13 **VEHICLE FEATURES:** 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. Vehicle shall be supplied with a 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. **ON STAR DELETED.**
- 4.5.14 **INSTRUMENTATION:** Speedometer and odometer must be calibrated before delivery within a plus or minus 3% accuracy. Speedometer must have a minimum range of 0-120 MPH in maximum 2 MPH increments. Vehicle shall also include water temperature, oil pressure, and volt or ammeter gauges.
- 4.5.15 **WINDSHIELD WASHER SYSTEM:** Vehicle shall be provided with multi-speed intermittent electric windshield wipers.
- 4.5.16 **SEATING:** Front bucket seating with center console; and second row standard option. Seating shall be dark cloth.
- 4.5.17 **FLOORING:** Carpet flooring with coordinated floor mats.
- 4.5.18 **REAR CONTROLS:** Vehicle shall come with operable door and window controls that can be controlled by either rear passenger or the driver.
- 4.5.19 **WINDOWS:** All windows shall have factory installed tinted glass.
- 4.5.20 **CABIN AIR FILTER:** Vehicle shall have a dry type air cleaner.
- 4.5.21 **OIL FILTER:** Vehicle shall be equipped with a spin on type engine oil filter.
- 4.5.22 **COLORS:** Vehicle supplied shall have a black color exterior.
- 4.5.23 **SAFETY FEATURES:** Vehicle safety features shall include the following at minimum:
 - 4.5.23.1 Padded dash and driver's side air bag,
 - 4.5.23.2 Hands free capability for cellular phone use.
 - 4.5.23.3 Rear back up camera with image viewed on standard Driver Information Center
 - 4.5.23.4 Reverse sensing system.
 - 4.5.23.5 **Alarm factory settings**

- 4.5.24 UPFITTING AIDS:** Vendor shall order from the factory blunt-cut ends for post-delivery upfitting to use wiring circuit for grill lamps and siren speakers (6J3). Control wires from in-line connector in forward lamp harness will be used for 3rd party upfitter provided grill lamps and speaker. The wiring provision shall come with a minimum of 5' harness coiled underneath the instrument panel on the passenger side. The wiring circuits are routed from under the instrument panel to a 1' coil secured to the area behind the grille. There shall be four 16-gauge wires for connecting to the grille lamps and siren speaker.
- 4.5.25 Flasher System for the Headlamps and Tail Lamps (6J7)** - Vehicle shall come equipped with high beam flashing modes, rear lamp flashing via the Body Control Module and control wire for 3rd party upfitter furnished switching to turn the module on and off. The flasher control wire is part of the blunt-cut upfitter harness coiled under the instrument panel in the front passenger side foot well. The flashing module is located on the rear edge of the right hand upper radiator support. (6J7)
- 4.5.26** Vehicles shall be supplied with Regular Exempt license plates that is reserved for Public Safety Vehicles.

05 - SUPPLEMENTAL TERMS & CONDITIONS

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. This contract shall terminate upon completion of all work described herein or delivery of all goods ordered, as applicable.

Cooperative Contract Provisions.

Term Consistent with Cooperative Contract. Notwithstanding anything to the contrary herein, no new orders may be placed hereunder after the expiration or termination of the underlying cooperative contract. Renewals cannot extend beyond the term of the underlying cooperative contract. Extensions cannot extend beyond the term of the underlying cooperative contract.

Contract Documents. The terms and conditions for performance and payment of compensation for this contract are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes:

This Request for Offer, including any attachments identified herein and addenda issued by City prior to acceptance of an offer from Offeror;

Any Purchase Orders Issued hereunder by City of San Antonio ("City"); and

Exhibit I – All applicable terms and conditions of the Cooperative Purchasing Contract number 200206 through TIPS.

Order of Priority of Contract Documents. Should a conflict arise among the provisions of the contract documents, this RFO and any Purchase Order issued hereunder shall govern over Exhibit I, unless otherwise specifically provided herein.

This RFO includes the following: Instructions to Offerors, General Terms and Conditions, Supplemental Terms and Conditions, Product Specifications and Description of Services, Definitions, Price Schedule, any Attachments identified herein.

Warranty.

The warranty specified in Exhibit 1, if any, 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.

Rejection of Disclaimers of Warranties & Limitations Of Liability.

ANY TERM OR CONDITION IN EXHIBIT I, OR 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.

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, which shall be clearly labeled "SAPD-PURCHASE OF CHEVROLET TAHOE SUVs POLICE 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. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Finance Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

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.

A Vendor's financial integrity is of interest to City; therefore, subject to Vendor's right to maintain reasonable deductibles in such amounts as are approved by City, Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension here of, 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. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal/ Advertising Injury e. Contractual Liability f. Damage to property rented by you	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
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
5. Umbrella or Excess Liability Coverage	\$5,000,000 per occurrence combined limit Bodily Injury (including death) and Property Damage. (per occurrence limit depends on scope of operation)

Vendor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Vendor herein, and provide a certificate of insurance and endorsement that names Vendor and City as additional insureds. Vendor shall provide 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.

As they apply to the limits required by City, City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Vendor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Vendor shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Finance Department
P.O. Box 839966
San Antonio, Texas 78283-3966

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 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 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 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 City; and

Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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.

In addition to any other remedies 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, 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.

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

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

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 City shall be limited to insurance coverage provided.

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 – Veteran-Owned Small Business 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 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.

Invoice Submissions. City requires all original, first time invoices to be submitted directly to the Accounts Payable section of the Finance Department. The preferred method of delivery is electronically to the following e-mail address:

accounts.payable@sanantonio.gov.

Invoices submitted electronically to the e-mail address above must be in separate .pdf format file. Multiple invoices cannot be submitted in a single .pdf file; however, Vendor may submit multiple, separate invoice files in a single e-mail. Any required documentation in support of the invoice should be compiled directly behind the invoice in the same .pdf file. Each electronically submitted file must have a unique identifying name that is not the same as any other file name.

Invoices submitted by electronic submission are only considered "original" when the submission comes directly from the Vendor to Accounts Payable using this e-mail address. Vendor may courtesy copy the ordering City department personnel on the e-mail.

Vendors not able to submit invoices with the required file formatting above may mail original invoices, on white paper only, 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, it's 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.

S.B. 943 – Disclosure Requirements for Certain Government Contracts. For contracts (1) with a stated expenditure of at

least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, Vendor acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this RFO and any resulting contract. Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

By submitting an offer, Offeror warrants and certifies, and a contract awarded pursuant to this RFO is made in reliance thereon, that it, has not knowingly or intentionally failed to comply with this subchapter in a previous offer or contract. City hereby relies on Vendor's certification, and if found to be false, City may reject the offer or terminate the Contract for material breach.

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 III.C.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.

Attorney's Fees. The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

Prohibition on Contracts with Companies Boycotting Israel.

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) Does not boycott Israel; and
- (2) Will not boycott Israel during the term of the contract.

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach

Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Vendor hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Vendor's certification. If found to be false, or if Vendor is identified on such list during the course of its contract with City, City may terminate the Contract for material breach.

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, addendums, 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, 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.

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. 10061425
Signer's Name A. Glen Angelle
Name of Business Lake Country Chevrolet
Street Address 2152 Wheeler St.
City, State, Zip Code Jasper, Texas 75951
Email Address g.angelle.CowBoyFleet@gmail.com
Telephone No. 409-880-9191
Fax No. 409-895-3884
City's Solicitation No. 6100013595


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 – ATTACHMENT A - PRICE SCHEDULE

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE (QUANTITY X UNIT PRICE)
1	CHEVROLET - POLICE PURSUIT TAHOE SUVs - BLACK & WHITE	4 EACH	\$37789.65	\$151,158.60
	YEAR, MAKE & MODEL OF TAHOE SUV OFFERED: 2021 Chevrolet Tahoe PPV			
	SPECIFIC MAKE & MODEL OF ENGINE OFFERED (INCLUDE SAE NET HP): 2021 Tahoe PPV 2WD 5.3L V8, 355HP.			
2	CHEVROLET - POLICE PURSUIT TAHOE SUVs - BLUE VELVET METALLIC	2 EACH	\$35773.10	\$71546.20
	YEAR, MAKE & MODEL OF TAHOE SUV OFFERED: 2021 Chevrolet Tahoe PPV			
	SPECIFIC MAKE & MODEL OF ENGINE OFFERED (INCLUDE SAE NET HP): 2021 Tahoe PPV 2WD 5.3L V8 355HP			
3	CHEVROLET - POLICE PURSUIT TAHOE SUVs - BLACK	3 EACH	\$35773.10	\$107319.30
	YEAR, MAKE & MODEL OF TAHOE SUV OFFERED: 2021 Chevrolet Tahoe PPV			
	SPECIFIC MAKE & MODEL OF ENGINE OFFERED (INCLUDE SAE NET HP): 2021 Tahoe PPV 2WD 5.3L V8, 355HP.			
		TOTAL PRICE (ITEMS # 1-3)		\$330024.10

VEHICLE WARRANTY:

36mo / 36,000 Bumper To Bumper 5yr. / 100,000 Powertrain

VEHICLE WARRANTY SERVICE PROVIDER FACILITY NAME:

Local Dealer

VEHICLE WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

Local Dealer

PRODUCTION CUT-OFF DATE:

3-25-21

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 3-25-21 or Sooner

OFFER BID PRICES SHALL REMAIN FIRM FOR ALL ORDERS PLACED PRIOR TO THIS CUT OFF DATE. IN THE EVENT THAT CITY DOES NOT AWARD A CONTRACT PRIOR TO PRODUCTION CUT OFF DATE, CAN BIDDER PROVIDE BID ITEMS, AT THE BID PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF DATE? _____.

ITEM #	DESCRIPTION	QUANTITY	PRICE EACH	EXTENDED PRICE (PRICE EACH X QUANTITY)
4	COOPERATIVE FEE	1 EACH	\$	\$ <u>0</u>

Prompt Payment Discount:

0

%

_____ days (If no discount is offered, Net 30 will apply).

Please include TIPS worksheet with your bid submission.

ATTACHMENT B – Veteran Owned Small Business Program Tracking Form
(Posted as a separate document)

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 standard 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: 6100013595

Name of Respondent:	Lake Country Chevrolet	
Physical Address:	2152 Wheeler	
City, State, Zip Code:	Jasper, Texas 75951	
Phone Number:	409-880-9191	
Email Address:	gangelle.cowboyfret@gmail.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:	0/9	
Participation Dollar Amount	0/9	

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 Angelle
(Print Name) Authorized Representative of Bidder/Respondent


(Signature) Authorized Representative of Bidder/Respondent

Sales Order
Title

1-7-21
Date

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