



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

FORMAL INVITATION FOR BID ("IFB") NO.: 6100010319

**ANNUAL CONTRACT FOR POLICE VEHICLES ONE STOP SHOP FOR
EMERGENCY EQUIPMENT PARTS AND REPAIRS AND VEHICLE GRAPHICS**

Date Issued: JUNE 22, 2018

BIDS MUST BE RECEIVED NO LATER THAN:
2:00 P.M, CENTRAL TIME, AUGUST 3, 2018

Bids may be submitted by any of the following means:

- Electronic submission through the Portal
- Hard copy in person or by mail

Address for hard copy responses:

Physical Address:

Office of the City Clerk
c/o Municipal Records Facility
719 S. Santa Rosa
San Antonio, Texas 78204

Mailing Address:

City Clerk's Office
P.O. Box 839966
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"A/C FOR POLICE VEHICLES ONE STOP SHOP FOR EMERGENCY
EQUIPMENT PARTS AND REPAIRS AND VEHICLE GRAPHICS"

Bid Due Date: 2:00 P.M., CT, AUGUST 3, 2018

Bid No.: 6100010319

Bidder's Name and Address

Bid Bond: NO Performance Bond: NO Payment Bond: NO

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: YES

DBE / ACDBE Requirements: NO

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

Pre-Submittal Conference * YES

*** The Pre-Submittal Conference will be held on June 28, 2018 at 2:30 p.m. at SAPD Public Safety Headquarters,
315 S. Santa Rosa, 5th Floor Conference Room # 5417, San Antonio, TX 78205**

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: 210-207-0071, Email: David.Rodriguez3@sanantonio.gov

002 - TABLE OF CONTENTS

2 - TABLE OF CONTENTS	2
3 - INSTRUCTIONS FOR BIDDERS.....	3
4 - SPECIFICATIONS / SCOPE OF SERVICES	9
5 - SUPPLEMENTAL TERMS & CONDITIONS	18
6 - GENERAL TERMS & CONDITIONS	24
7 - SIGNATURE PAGE	30
8 - STANDARD DEFINITIONS	31
9 - ATTACHMENTS	33

003 - INSTRUCTIONS FOR BIDDERS

Submission of Bids.

Submission of Hard Copy Bids. Submit one original bid, signed in ink, and two copies of the bid enclosed in a sealed envelope addressed to the City Clerk at the address and by the due date provided on the Cover Page. The name and address of Bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any bid or modification received after the time and date stated on the Cover Page shall be rejected.

Submission of Electronic Bids. Submit one bid electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any bid 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.

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

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

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

Bidders must sign the Signature Page on hard copy bids and return the IFB document to City. For electronic bids, Bidder's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

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

Certified Contractor Registration Form. If Bidder has not completed City's Certified Contractor Registration (CVR) Form, Bidder is required to do so prior to the due date for submission of bids. The CVR form may be accessed at: <http://www.sanantonio.gov/purchasing/>. Bidders 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 Bids. Alternate bids may be allowed at the sole discretion of City.

Hard Copy Alternate Bids. Alternate bids must be submitted in separate sealed envelopes in the same manner as submission of other bids. Alternate bids must be marked consecutively on the envelope as Alternate Bid No. 1, 2, etc. Failure to submit alternate bids in separate envelopes may result in rejection of a bid.

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

Catalog Pricing. (This section applies to bids using catalog pricing.)

The bid 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.

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

Bidders 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 Purchasing & General Services Department.

Specified items identified herein, if any, are for overall bid 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.

Vendor's percentage discount off catalog price stated on the Price Schedule shall be deemed a minimum discount. Vendor may provide a greater discount at any time during the contract period for reasons deemed appropriate by Vendor, such as volume discount pricing for large orders.

Restrictions on Communication.

Bidders are prohibited from communicating with: 1) elected City officials and their staff regarding the IFB or bids from the time the IFB has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the IFB 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 IFB and/or bid submitted by Bidder. Violation of this provision by Bidder and/or its agent may lead to disqualification of Bidder's bid from consideration.

Exceptions to the restrictions on communication with City employees include:

Bidders may ask verbal questions concerning this IFB at the Pre-Submittal Conference.

Bidders may submit written questions, or objections to specifications, concerning this IFB to the Staff Contact Person listed on the Cover Page on or before 7 calendar days prior to the date bids 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.

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

Bidders and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form(s), if any. The point of contact is identified on the Cover Page, David Rodriguez, may be reached by telephone at (210) 207-0071 or by e-mail at David.Rodriguez3@sanantonio.gov. Contacting the Small Business Office regarding this IFB after the bid due date is not permitted. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

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

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Bidders 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 the City.

Changes to IFB.

Changes to this IFB made prior to bid opening shall be made directly to the original IFB. Changes are captured by creating a replacement version each time the IFB is changed. It is Bidder's responsibility to check for new versions until the bid due date. City will assume that all bids received are based on the final version of the IFB as it exists on the day bids are due.

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

Preparation of Bids.

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

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

Line Item Bids. Any bid that is considered for award by each unit or line item, must include a price for each unit or line item for which Bidder wishes to be considered. All bids 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" bid in the Supplemental Terms & Conditions.

All or None Bids. Any bid 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" bid, a unit price left blank shall result in the bid being deemed nonresponsive and disqualified from consideration. An "All or None" bid is one in which City will award the entire contract to one bidder only.

Delivery Dates. Proposed delivery dates must be shown in the bid form where required and shall include weekends and holidays, unless specified otherwise in this IFB. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the bid. 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. Bidders must not include such taxes in bid prices. An exemption certificate will be signed by City where applicable upon request by Bidder after contract award.

Description of Supplies.

Any brand names, catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate quality and capability desired.

Bids submitted for comparable items must clearly identify the proposed product, model, and type, as applicable, and shall include manufacturer specification sheet(s) for each proposed item with bid response. Product specifications shall be the most current available and be sufficiently detailed and descriptive so as to permit City to determine the item's suitability and compliance with bid specifications. City shall be the sole judge of equality and suitability of comparable items.

Pro-rata adjustments to packaging and pricing may be allowed at the sole discretion of City.

Samples, Demonstrations and Pre-award Testing. If requested by City, Bidder shall provide product samples, demonstrations, and/or testing of items bid 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 a bid. All samples (including return thereof), demonstrations, and/or testing shall be at Bidder'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.

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

Bidders 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 IFB. No plea of ignorance by Bidder will be accepted as a basis for varying the requirements of City or the compensation to Bidder.

Confidential or Proprietary Information. All bids become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Bidder 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 Bidder may not be considered confidential under Texas law, or pursuant to a Court order. Note that pursuant to state law, bids are opened publicly and read aloud. In addition, bids are tabulated and posted to the City's website, so shall not be considered proprietary or confidential.

Costs of Bidding. Bidder shall bear any and all costs that are associated with the preparation of the Bid, attendance at the Pre-Submittal Conference, if any, or during any phase of the selection process.

Rejection of Bids.

City may reject any and all bids, in whole or in part, cancel the IFB and reissue the solicitation. City may reject a bid if:

Bidder misstates or conceals any material fact in the bid; or
The bid does not strictly conform to law or the requirements of the
solicitation; The bid is conditional; or

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

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

Variances and Exceptions to Bid Terms. In order to comply with State law, bidders must submit bids on the same material terms and conditions. Bids that contain material variances or exceptions to the terms and conditions, including additional terms and conditions, will be rejected.

Changes to Bid Form. Bids must be submitted on the forms furnished. Bids that change the format or content of City's IFB will be rejected.

Withdrawal of Bids. Bids may be withdrawn prior to the time set for the bid opening. Written notice of withdrawal shall be provided to the City Clerk for bids submitted in hard copy. Bids submitted electronically may be withdrawn electronically.

Bid Opening. Bids will be opened publicly and read aloud at 2:30 p.m. Central Time on the day the bids are due. Bid openings are held at Purchasing & General Services, Riverview Tower, 11th Floor, 111 Soledad, Suite 1100, San Antonio, Texas 78205.

Evaluation and Award of Contract.

Per Section §252.043 of the Texas Local Government Code, the contract will be awarded to the lowest responsible bidder. The Purchasing Division evaluates bids for responsiveness and the responsibility of the bidder, and makes a recommendation to the City Council. The City Council makes the final determination regarding award.

City reserves the right to make an award 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" bid in the Supplemental Terms & Conditions.

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

City reserves the right to utilize historical usage data as a basis for evaluation of bids when future usages are unable to be determined.

Breaking of tie bids shall be in accordance with the Texas Local Government Code §271.901.

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 IFB, Bidders' facilities and equipment may be a determining factor in making the bid award. All bidders may be subject to inspection of their facilities and equipment.

Prospective bidders must prove beyond any doubt to City Purchasing Administrator that they are qualified and capable of performing the contract's requirements.

Prompt Payment Discount.

Provided Bidder meets the requirements stated herein, City shall take Bidder'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 bid price, either per line item or total bid 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 bid evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the bid price during bid evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

Tabulations. The Purchasing Division will post preliminary tabulations within 7 days of the advertised bid opening. The information on these tabulations will be posted for informational purposes only, and will be posted as read during the bid opening. This tabulation is not a notice of award of the contract. All bids are subject to review for completeness, accuracy and compliance with the terms set forth in the bid documents.

Bid Protest Procedures.

Any bidder who is adversely affected in connection with the solicitation, evaluation, or proposed award of a contract may file a protest with the Director and appeal any adverse decision to the City Manager of the City of San Antonio.

Bidder must deliver a written notice of protest to the Director within 7 calendar days of the posting of the intent to award. If Bidder does not file a written notice within this time, Bidder will have waived all rights to formally protest the intent to award. It is Bidder's responsibility to check the City's website posting.

Debriefing. Debriefing of contract award is available upon request and after award of the Contract.

Prohibited Financial Interest. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten

(10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Conflict of Interest.

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:

<http://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>

In addition, please complete the **City's Addendum to Form CIQ (Form CIQ-A)** and submit it with Form CIQ to the Office

of the City Clerk. The Form CIQ-A can be found at:

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

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

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

If delivering by hand, deliver to:

Office of the City Clerk, c/o Municipal Records Facility, 719 S. Santa Rosa, San Antonio, TX 78204.

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

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Print 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 BACKGROUND

The City of San Antonio is soliciting bids for a contractor to provide the City of San Antonio Police Department (SAPD) with a One Stop shop to provide the following services for police vehicles: (A) vehicle graphic kits, (B) installation, removal, and repair of police equipment, and (C) emergency equipment parts. The vehicle graphics and emergency equipment parts will be placed on all Police Department marked emergency vehicles for the purpose of identification in accordance with the specification listed herein. These items and services will be utilized by the San Antonio Police Department.

4.2 STANDARD REQUIREMENTS

4.2.1 Vendor shall furnish emergency equipment parts as specified herein. Vendor must be located within the City limits.

4.2.2 Vendor shall be responsible for shipping and handling of warranty equipment that must be replaced.

4.2.3 **FACTORY CERTIFIED FACILITY** - Vendor shall be an authorized dealer of the emergency equipment parts furnished as specified herein. Vendor shall be a (Coban, Whelen Engineering Co., Havis-Shields Equipment Corporation, Sho-Me, Go Rhino, Setina Manufacturing, Troy Products, and Pro-gard Products) certified factory authorized service and installation facility to perform installs and removals (Or) Vendor must have a minimum 3 years of experience with the installation, removal, and repair as specified herein. Vendor shall be trained and authorized to perform installs and removals as specified herein.

Vendor must have experience in providing and installing automotive fleet graphics. A complete sample of each kit shall be provided at City's request.

4.2.4 REFERENCES- Vendor must supply a minimum of 3 references including: Entity name, address, phone number, email, years of service, and amount of contract. Vendor shall perform installs and removals as specified herein.

4.2.5 Price must remain firm for the initial contract term, years 1 through 3. Thereafter, unit costs may be revised during the renewal terms in accordance with the PPI Price Adjustment Clause in section 005 – Supplemental Terms & Conditions. Price increases shall not exceed the greater of (i) the average percentage increase in the PPI or (ii) 2%.

4.2.6 SUBCONTRACTING GOAL- A City required subcontracting goal of 15% has been assigned to this IFB. Refer to Attachment D - Small Business Economic Development Advocacy (SBEDA) Program Language and Attachment E- SBEDA Program Utilization Plan (UP) form herein.

4.3 VEHICLE GRAPHICS

4.3.1 Vehicle Graphics General Requirements

4.3.1.1 The San Antonio Police Department requires reflective automotive-engineered graphics and graphic kits for its marked vehicle fleet. The vendor is responsible for any artwork or setup required. Any fees associated with this requirement should be included in the bid price. The intellectual property associated with all design work shall be the property of the City of San Antonio as a work for hire. Vendor shall have no right, title or interest in any intellectual property created pursuant to this contract. Vendor shall provide graphics for the following vehicles:

Engineered graphics for the Ford Explorer Interceptor and Ford Crown Victoria Inceptor;
Engineered graphics for the Police Chevrolet Tahoe, which may also be applied to other vehicles, including, but not limited to full size SUVs, such as the Ford Expedition, Excursion, Chevrolet Suburban, Chevrolet Tahoe, and full size pickup trucks, any size cab or bed, such as Ford F-Series, Dodge Ram,

Chevrolet CK Series, Dodge Chargers, Ford Mustangs, Ford Transit Vans and Specialty vehicles for Special Operational Units. F.

4.3.1.2 Vendor shall provide training at no additional cost, if requested by City, for applying graphics to be installed by the SAPD.

4.3.1.3 Vendor must have experience in providing and installing automotive fleet graphics. References and a complete sample of each kit shall be provided at City's request. Installation: Vendor will be responsible for applying graphic kits on new vehicles only.

4.3.1.4 Vendor must complete installations at Vendor's facility within 2 business days after receipt of an order or vehicle job order from the City. City will deliver all vehicles to Vendor's facility for installations, and pick up the vehicles after completion. Vendor must have qualified personnel available to perform installations Monday through Friday, 8:00 a.m. to 5:00 p.m.

4.3.1.5 Installation Instructions: Vendor shall provide City with detailed installation instructions showing step by step procedures, including pictorial views to aid in proper installation techniques.

4.3.1.6 Packaging Specifications: Part labeling – Each graphic panel is to be labeled as to vehicle side and position (i.e., driver side front fender). Package – Each graphic kit is to be thermal sealed in a poly bag. The kits are to be packaged in such a way as to ensure no folding, wrinkling and/or pre mask/liner pop off of the graphic.

4.2.1.8 Contact person(s): Fleet Services Manager in the Police Department at (210) 207-6508 after contract award. Fleet designee contact information will be provided post award.

4.3.2 **VEHICLE GRAPHICS SPECIFICATIONS**

4.3.2.1 Graphics for the following vehicles: Crown Victoria Police Interceptor, Ford Explorer

4.3.2.2 Interceptor and Chevrolet Tahoe. Refer to Attachment A - Color Photo for Vehicle Graphics specifications.

4.2.2.1(a) Graphic Material: White Reflective Vinyl, 3M 680-10, no substitutes. Pre mask – 3M SCPM-3 application tape, applied to ensure no lifting from the graphic or liner surface prior to application to the vehicle. 3M 8519 Luster Over laminate. Must be digitally printed on a Vuteck printing machine or equal.

4.2.2.1(b) Graphic Material Color: Pantone Yellow 129 & Black.

4.2.2.1(c) Graphic Design & Engineering: All graphic panels are to be engineered and produced so that each panel fits the specific body panel (i.e., front door). No cutting of the graphics will be allowed during the installation, thus, wheel arcs, door gaps, and the arches at the front and rear lighting assemblies shall be engineered and cut by the manufacturer. These cuts should allow for tolerance from vehicle to vehicle. The application tape will be used as a template (fitting to the panels of the vehicle) to ensure placement and alignment. The kit shall be engineered and produced so that any panels for a 2013 Ford Explorer Interceptor will fit any other 2013 Ford Explorer Interceptor or panels for a 2012 Black and White Tahoe will fit any other 2012 Black and White Tahoe taking into consideration tolerances from vehicle to vehicle. This will allow mixing of parts (within a particular vehicle model) if necessary during installation or when vehicles require repair.

4.2.2.1(d) The City reserves the right to order individual graphics contained in the vehicle graphics kit.

4.2.2.1(e) Vehicle Graphic Kits consist of the following:

(i) Front & Rear Doors (Right & Left): The word POLICE is 8" tall by 39" wide for the Ford Explorer

Interceptor and the Ford Crown Victoria. The word POLICE is 10" tall by 39" for the Chevrolet Tahoe to include the Expedition, Suburban and any other large vehicle; with a 4" black strip that runs from (ii) the black fenders to the word POLICE, 15 ½" to the rear fender and 11 ¾" to the front fender. The font is serpentine and it slants 15 degrees toward the rear of the vehicle. See photos in Attachment A. There is a Yellow outline around the top and right side, and on the bottom of the word "Police". Above the word "POLICE" are the words "SAN ANTONIO", which are 2" tall by 25.5" wide. The font is serpentine and there is a 15 degree slant towards the rear of the vehicle. The lettering is white with a horizontal linear fade to Yellow in the center. There is a .2" outline and also a black shadow casting back and to the right to give the illusion of having an actual shadow. This lettering is located just above the "POLICE" lettering on the front doors.

(iii) Trunk Lid: "Emergency" is 1" tall by 9.4" wide and has a 15 degree slant to the right. The color is Pantone Yellow 129 and the font is Euro style Bold. "911" is 3" tall by 9.23" wide. The font is Euro style Bold and there is a 15 degree slant to the right. The color is Pantone Yellow 129. At 1.25" to the left of the Ford emblem is the word "POLICE" The size is 3" tall by 19.5" wide. The font is Euro style Bold and there is a 15 degree slant to the right. The color is Pantone Yellow 129.

(iv) Badge & Patch Front Fender (Right & Left): Between the front wheel well and the front door, there are two different shield decals (merged together). The police traffic/patrol shield is lower and to the front of the vehicle in relation to the police shield and is white, and gray in color. The size is 8" tall by 8.55" wide. The police shield is higher and to the rear of the vehicle in relation to the traffic shield and is Yellow and black in color. The size is 6.213" tall by 5.638" wide.

(v) Slogan Lettering (Front & Rear Doors; Right & Left): Located in the space below the molding on both of the doors is the lettering "PROTECTING THE ALAMO CITY". The letter size is 2 ½" tall by 60" wide. The font is Charter Oak and there is a 10 degree slant towards the rear of the vehicle. The color is black.

4.2.2.1(f) Individual Vehicle Graphics (Shipped loose and separate from the graphic kits):

(i) Front Fender (Right & Left): "Supervisor" is 1 ¾" tall by 18" long the font is Charter Oak. The color is Pantone Yellow 129.

(ii) Unit Identification Numbers (0-9): The size is 2"L x 3/8" W. The color is black and the font is Charter Oak.

(iii) Unit Identification Letters: The size is 2" x 3/8" W and the letters are: N, S, E, W, P, T, C and R. The color is black and the font is Charter Oak; the color for the Explorer Interceptor is Patone Yellow.

(iv) Roof Numbers (0-9): 12" High x 8" Wide. The color is black and the font is Arial.

(v) Roof Numbers (0-9): 12" High x 8" Wide. The color is white and the font is Arial.

4.3.2.3 Honda Goldwing Interstate. See Attachment A - Color Photo for Vehicle Graphics Specifications.

4.2.2.2(a) Graphic Material: SCOTCHLITE Sheeting Series 608/SCOTCHLITE Ink Series 4400, no substitutions. Vendor must comply with the manufacturer's bulletins referenced below.

Base Film: SCOTCHLITE Sheeting Series 690
All Colors (Product Bulletin 690)

Inkjet Printing Ink: SCOTCHLITE Ink Series 4400 - All Colors
Thinner - CGS-30 or T-11
(Instruction Bulletin 3.6)

Overprint Clear:	SCOTCHLITE Overprint Clear 4430R Thinner - CGS-30 or T-11 (Instructions Bulletin 3.6)	
Application Tape:	3M Application Tape SCPM-3 3M Prespacing Tape SCPS-2 (Instruction Bulletin 4.3)	
Related Literature:	Scoring/Cutting	(Bulletin 4.1)
	Surface Preparation	(Bulletin 5.2)
	Application Procedures	(Bulletin 5.6)
	Removal Procedures	(Bulletin 6.4)

4.2.2.2(b) Graphic Material Color: Pantone Yellow 129 and Black

4.2.2.2(c) Graphic Design & Engineering: Any design information assistance should be directed to the San Antonio Police Department - Fleet Management Office at (210)207-7431 after contract award.

4.2.2.2(d) Motorcycle Graphic Kits consist of the following:

(i) Side Badge & Patch Logo (2 each): The police traffic shield is lower and to the front of the vehicle in relation to the police shield and is white and gray in color. The size is 5.712" tall by 4.2" wide. The police shield is higher and to the rear of the vehicle in relation to the traffic shield and is Pantone Yellow 129 and Black in color. The size is 5.213" tall by 4.638" wide on 3M 690-10 white removable reflective film. The font is Euro style Bold. (Die Cut - Pre Masked).

(ii) Side Right & Left Saddle Bag "Police" Logo (2 each): Size 2 1/2" X 10 1/2". The color is Black on 3M 690-10 white removable reflective film with a Pantone Yellow 129 highlight and a 10 degree slant to the rear. The font is Euro style Bold. (Die Cut - Pre Masked).

(iii) Side Right & Left Saddle Bag "San Antonio" Logo (2 each): Size 1" X 9 1/4". The color is Black with a Pantone Yellow 129 outline and shadowed with a 10 degree slant to the rear on 3M 690-10 white removable reflective film. The font is Euro style Bold.

(iv) Side "Police" Logo (2 each): Size 2 1/4" X 14 7/8". The colors are Black with Pantone Yellow 129 outline on 3M 690-10 white removable reflective film. The font is Euro style Bold. 1 3/16" Cap Height. (Kiss Cut - Pre Masked).

(v) Side Saddle Bag Stripe (Right & Left) with angles: Size 2" X 25". The colors are Pantone Yellow 129 and Black stripe above and below the stripe on 3M 690-10 white removable reflective film. (Die Cut).

(vi) Side Fairing Stripe: Size 1" X 23". The colors are Pantone Yellow 129 and Black stripe above and below the stripe on 3M 690-10 white removable reflective film. (Square Cut).

(vii) Front & Rear "POLICE": Size 2 3/8" X 16". The front "POLICE" should read backwards so it appears forward in a rearview mirror. The color is Black on 3M 690-10 white removable reflective film. The rear Fender "POLICE" size 1 1/2" X 6 1/2", the color is Pantone Yellow 129 on 3M 690-10 white removable reflective film. The font is Euro style Bold. (Kiss Cut - Pre Masked).

(viii) Side Fairing "POLICE" (2 each): Size 1 3/16" X 5". The colors are Black with a Pantone Yellow 129 highlight and a 10 degree slant to the rear on 3M 690-10 white removable reflective film. The font is Euro style Bold. (Kiss Cut - Pre Masked).

4.3 SPECIFICATIONS FOR INSTALLS AND REMOVALS

- 4.3.1 Vendor shall be responsible for the professional equipping of new Police vehicles with a specific standardized list of equipment described herein for a set price.
- 4.3.2 Vendor shall be responsible for the removal of various pieces of functional equipment from older or wrecked Police vehicles and the reinstallation of the equipment on new or other vehicles for a set price.
- 4.3.3 Vendor shall be responsible for the timely repair and/or replacement of all non-functional specialized emergency equipment in existing Police vehicles for a fixed hourly rate.
- 4.3.4 Vendor shall install specialized equipment in Police vehicles as directed for special applications. Installation costs shall be in accordance with Section 009 - Attachment C - Price Schedule – Item # 6.3 herein.
- 4.3.5 The vendor must have sufficient staff and facilities to accommodate the installation of mobile communications equipment into four vehicles simultaneously and at least two motorcycles. In addition, Vendor must have sufficient staff and facilities to work on 4 drive-in requests marked units & 2 motorcycles for same day emergency service on any given day. Vendor must be able to accommodate emergency service requests on a 24 hour, 7 day a week basis, including holidays.
- 4.3.6 Charges for outside labor must be supported by a copy of the outside vendor's invoice, attached to Vendor's invoice submitted to the City for payment. Outside labor will be paid only when all internal resources of Vendor have been expended and when the lack of tooling and expertise to perform a particular task becomes a factor. Outside labor must be approved by the City of San Antonio in writing before work proceeds. Payment will not exceed the amount of the outside vendor's invoice. Outside labor up charges are not allowable.
- 4.3.7 All equipment installations and vehicle repairs must be completed and returned to the City within the following calendar days after receipt:
 - 4.3.7.1 Upon request by City, Vendor must complete at least **8 installs** for Police Department vehicles per week 5 business days). Any install that takes longer than one week will be subject to liquidated damages per Section 005 – Supplemental Terms & Conditions.
 - 4.3.7.2 Repairs for Police Department vehicles shall be completed and vehicles placed back in service within 1 hour after receipt of vehicle. Vendor shall notify SAPD Fleet Services designee when vehicle or motorcycle is put in service or if repair is not completed within the hour.
 - 4.3.7.3 Upon completion of the services or repairs, Vendor shall notify City that vehicle is ready for pick up within the same day of completion. The vehicle and equipment must be of a condition to be placed back into service immediately.
 - 4.3.7.4 The Police Department must approve any repairs exceeding the specified time. Liquidated damages, as specified in Section 005 - Supplemental Terms and Conditions of this IFB are applicable to any unapproved repairs which exceed the specified time.
- 4.3.8 Vendor shall furnish a complete Operational System even if all items necessary to make the system operational are not specified. This shall include any consumable items necessary for completion of installations and/or repairs, including, but not limited to, all cable, wiring, switches, controllers, fuses, connectors hardware, brackets, housings, bulbs, screws, nuts, bolts, washers, face plates, covers, mounting hardware etc. Vendor shall not include shop fees or any additional fees in invoices, other than those specified on the Price Schedule.

- 4.3.9 All mounting hardware and fasteners protruding into the interior vehicle space must be capped, covered or finished off to prevent any direct contact with the operator or passengers. No dangerous, hazardous or uncomfortable sharp edges, exposed screw ends, cut metal or rough surfaces may be left unfinished in the vehicle's interior or exterior.
- 4.3.10 All wiring must be part of a wiring harness designed for the equipment installed and be the same on each vehicle. All wire must be covered and mounted in rubber grommets whenever the wire is inserted through metal structure and sealed against weather intrusion.
- 4.3.11 Locating and mounting of wiring, equipment or components must not block, interfere with, impede or conflict with the safe operation of any factory vehicle controls or systems and safety devices.
- 4.3.12 Vendor shall provide a fixed hourly rate to provide service to equipment, including, but not limited to installations of special equipment, that is not covered under the current list of items. Vendor shall bill in 15 minute increments of service.
- 4.3.13 Equipment Wiring Installation Specifications:
- 4.3.13.1 Each installation must have new automotive grade wire. All wiring must be fused at the battery and at the switchbox with new blade style automotive fuses/holders. Fuse holders must be clearly labeled. Glass fuses and holders are not acceptable. Each light bar cable, siren and switchbox wiring harness must be replaced if wires are frayed or broken. All remote strobes must have a new-shielded strobe cable and amp connectors if wires are frayed or broken. All antennas will have new coax and connectors if frayed or broken. Power wire gauge must be 8, 10, 12 & 14 gauge.
- 4.3.13.2 Primary power wires must be soldered with Rosin Core 60% tin, 40% lead solder. The primary power ring terminal must be copper. The wire used shall meet these minimum requirements: THHN-gasoline and oil resistant, 75 degrees Celsius mtw-105 degrees Celsius awm 600v, bare soft copper, stranded construction, PVC insulated, UL listed for temperatures not exceeding 105 degrees Celsius, jacketed with nylon armor for use in wet conditions, resistant to acids, alkaline, ozone, sunlight, and abrasions.
- 4.3.13.3 **The re-use of power wire or connectors that is located under the hood is not acceptable.**
- 4.3.13.4 All equipment must be installed in a manner that does not interfere with the vehicle's airbag system. Each vehicle's airbag zones must be adhered to when installing equipment. Vendor is responsible for checking with each manufacturer for changes in the airbag deployment zones before installing equipment.
- 4.3.14 Vendor shall install laptops, docking stations, external modems/amplifiers, external antennas & printers, as requested. Vendor shall provide drive-in service and technical support as requested. Vendor shall install & configure hardware.
- 4.3.15 Equipment to be installed by Vendor:
- 4.3.15.1 "Standard Equipment," including, but not limited to: LED/Strobe Light Bar, Siren, Speaker & Sugar Scoop or Speaker with cone push bumper mounted, Push Bumper Lights, Radio Charger, Equipment Console, Hand Held Spot light, red and blue lights in the back up lights and red front and back turn signals, Laptop, Modem, Camera system, Docking Station, Prisoner Barrier or Prisoner Barrier w/Safety Smart Belt.
- 4.3.15.2 "Additional Equipment," including, but not limited to: Radar equipment, Traffic Advisor, Liberty Legacy Light Bar, Frill LED's, Dash Talon, Dominator, Corner Strobes, Brake Light Talon, Pronet, Prisoner Barrier w/ Front or rear Gun Rack mount, or Rear Cargo Gun Racks, TIR3 Liners mounted to rear of vehicle, Charger installs, and Tahoe (AD)only rear side window LEDS, power inverter for DOT Tahoes, License Plate Reader (LPR), K-9 Cages, and K-9 Heat Alarm System.

4.3.16 Vehicle Description and Standard Equipment Removal :

Patrol Vehicles: Crown Victoria, Tahoe, Ford Explorer Interceptor, Ford Transits or any other vehicle so designated as a Patrol Vehicle.

Standard equipment for removal: Bar light, Console with siren-radio charger-operating switches, (or Cen-com & controller for Liberty Legacy bars), and 3 plug accessory-cup holders, if applicable. Two or eight head dominators on Tahoes and Ford Explorer Interceptor, Camera system, rear deck lights on Crown Victoria only (will not be reinstalled), docking station, and license reader. All vertex lighting in back up lights or turn signal housings and push bumper lights.

Traffic, DWI, and DOT Vehicles: Crown Victoria, Tahoe, Ford Explorer, Chevrolet Camaro, Ford Mustang, Dodge Charger or any vehicle so designated as Traffic, DWI or DOT vehicle.

Standard Equipment for removal: All standard Patrol Vehicle equipment plus one or more of the following items: radar, grill lights, traffic advisors, front dash lights, eyebrow lights corner lights, push bumper lights, license reader, and printer. See the Price Schedule for the listing of the additional equipment that must be removed per type of vehicle.

- 4.3.17 Vendor shall repair equipment if it is repairable, rather than automatically replacing with new equipment. In addition, when Vendor removes equipment, Vendor shall restore remaining parts to their original condition at no additional cost. For example, if Vendor's removal of light bars reveals frayed wiring, Vendor shall repair or replace the frayed wiring.

If this is an install from one vehicle to another there shall be no material costs, the vendor shall only charge the install rate. If equipment is not repairable, material can be billed in accordance with the contract terms.

- 4.3.18 City may require Vendor to make minor adjustments, as determined solely by City in good faith, to graphics if required by changes to vehicle models during the term of this contract. Such adjustments shall be at no additional cost to City.
- 4.3.19 Make ready is a three car process: strip, make ready and new car. The strip equipment shall get installed onto the make ready vehicle in order to make a complete car. The complete make ready car then goes into service. The remainder of the strip equipment shall be installed onto the new car.

4.4 SPECIFICATIONS FOR EMERGENCY EQUIPMENT PARTS

- 4.4.1 Vendor shall be able to furnish and stock a full line of parts for all items included in this bid.
- 4.4.2 Vendor is required to maintain a stock level of parts which, within the industry, are considered to be fast-moving, normal wear items for which three demands have occurred within the most recent 180-day period. Vendors for supplies specified in the contract shall currently stock a minimum of 50% of line items within each commodity being offered.
- 4.4.3 Vendor shall be responsible for delivering ordered parts to City. All deliveries are to be made to a location within the San Antonio, Texas city limits. Delivery to a non-specified location will result in non-acceptance of the equipment by the City.
- 4.4.4 All offers shall include a complete copy of the catalog for each model offered.

4.4.5 Prices shall not exceed the suggested original equipment manufacturer (OEM) retail price.

4.4.6 All parts supplied shall be new and unused.

4.4.7 Vendor shall allow City to return unused, purchased parts and credit City's account during the contract period, when such parts have become obsolete for City's needs, provided that these items are in the original cartons and in marketable condition. The credit shall be in the same amount as City originally paid for the part. Vendor shall not apply any restocking or other fees.

If City is at the end of the contract term, City may request a refund in place of the credit, and Vendor shall pay same within 30 days of City's request, by check made payable to the City of San Antonio and addressed to the Fleet Operations Manager or designated representative at P.O. Box 839966, San Antonio, Texas 78283-3966.

4.4.8 STORAGE (OPTIONAL)

SAPD periodically requires police car parts to be stored for an extended period of time. While this is an optional requirement it's preferable for the vendor to provide storage when needed. Estimated storage area 50 square feet or 100 square feet.

4.4.9 STORAGE REQUIREMENT: Storage areas shall be allocated for the sole purpose of police car parts that may need to be stored. Vendor agrees to maintain a documented process to store material which provides a real-time inventory record of all items stored for SAPD. The inventory record shall document all inventory movement and transactions in and out of storage and detail the date, item description, location, and quantities. When inventory is moved out of storage, the SAPD job number shall also be documented.

4.5 INVOICES

Contractor shall submit invoices upon job completion. All invoices shall detail and include:

- Vehicle unit number
- Vehicle identification number serviced
- Detailed list of work performed.
- Invoices shall include the applicable awarded contract number
- Reflect only the awarded bid rate.
- Invoices submitted shall not include non-contracted items.
- Any out of scope services shall be invoiced separately per proper Purchase Order authorization only and must reference the approved Purchase Order number.
- Vendor shall follow all requirements pertaining to proper invoicing herein. See additional invoice requirements in Section 006 – General Terms and Conditions, Subsection – Information Required On Invoice.

4.6 PROCUREMENT EVENTS SCHEDULE:

Bid Release Date	Friday, June 22, 2018
Pre-Submittal Conference	Thursday, June 28, 2018, 2:30 p.m. Local Time
Deadline for Questions	Friday, July 09, 2018, 1:00 p.m. Local Time
Bids Due	Friday, August 03, 2018, 2:00 p.m. Local Time

4.6.1 **PRE-SUBMITTAL CONFERENCE:** A pre-bid conference will be conducted at **2:30 P.M., Central Time, Thursday, June 28, 2018.** Location will be at the SAPD Public Safety Headquarters, Conference Room #5417, 315 S. Santa Rosa, San Antonio, Texas 78205. DIAL IN INFORMATION: 1-855-850-2672 and enter access code: 998 319 368. Parking is available at the ground parking lot adjacent to building.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract or October 1, 2018 whichever is later. The contract shall begin upon the date specified in the award letter, if it does not exceed \$50,000. This contract shall terminate on AUGUST 31, 2021.

Renewals.

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

Liquidated Damages for Delay.

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

Temporary Short Term Extensions.

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

Temporary Contract Pending Award of Contract by City Council

Occasionally, the City has a need for goods or services prior to the date set for the San Antonio City Council to consider a contract for award. If such a situation arises with regard to this solicitation, and if City intends to recommend Contractor's bid to the City Council for award of a contract, City may require Contractor to provide goods or services prior to the date set for City Council to consider the bid for award of a contract. City shall provide Contractor advance written notice if such occasion arises.

In such event, City's written notice shall constitute acceptance of Contractor's bid and shall result in a temporary contract to provide goods and/or services until City Council considers and awards the contract contemplated in this solicitation. The total expenditure under the temporary contract shall not exceed \$50,000. The temporary contract shall begin on the date set forth in City's written notice and shall terminate when the total expenditure reaches \$50,000, or upon subsequent written notice from City, whichever shall occur sooner. Should City Council authorize award of a contract to Contractor pursuant to this solicitation, said award shall automatically terminate the temporary contract upon the effective date of the newly awarded contract.

During the term of the temporary contract, all goods or services shall be provided in accordance with the terms and conditions contained in this solicitation, with the exception of the Original Contract Term, which is modified as indicated above for the temporary contract.

Acceptance of Contractor's bid for the purposes of award of a temporary contract does not constitute award of the

full contract with the Original Contract Term. Such a contract may only be awarded by the San Antonio City Council by passage of an ordinance. Neither does award of a temporary contract obligate City to recommend Contractor's bid for award to the City Council, or guarantee that the City Council will award the contract to Contractor.

Internal/External Catalog.

San Antonio e-Procurement. The City is using an "e-Procurement" system (SAePS) based on SAP's Supplier Relationship Management (SRM) software. SAePS is a secure, web browser-based system that gives City employees the ability to shop for items from online catalogs and brings the items back automatically into SAePS. Online catalogs include both a SAePS internal catalog and externally hosted catalogs on supplier websites.

SAePS Electronic Catalog Options. Contractor shall furnish an electronic catalog that contains only the items awarded by City and displays pricing bid under this contract. Contractor may choose either Option 1 or Option 2 below as the method for furnishing the catalog.

Option 1. Contractor shall host an online catalog (Punch Out Catalog) with Open Catalog Interface (OCI) compliant integration to the SAePS system. This Punch Out Catalog shall have e-commerce functions, including, but not limited to, cataloging, searching and shopping cart functionality. Integration includes linking to the online catalog from SAePS, shopping, and electronically returning the data back to SAePS.

Option 2. Internal Catalog. Contractor shall provide a list of products and services awarded under this contract for uploading into the COSA e-Procurement system in an electronic format as specified by City. The electronic submission may be through email, unless it exceeds City's maximum allowable file size limit. In such case, Contractor shall provide the submission on a CD or other means approved by City.

Paper Catalog. If a Punch Out Catalog is not available and Contractor elects to provide an Internal Catalog, City, at its sole option, may require Contractor to provide its Internal Catalog in paper form in addition to the electronic form.

Catalog Content. All catalogs, regardless of the form in which they are provided, must include these elements, at a minimum.

- Your part number
- Short and long descriptions
- Units of measure
- Pricing, contract pricing, tiered pricing
- Classification of parts
- Manufacturer and Manufacturer part number
- Keywords, tags

Time to Provide Catalog. Catalogs required under this provision must be provided within 10 business days of request by City, and no later than 5 business days from the date of contract award.

Catalog Updates.

If this contract allows for increases in price, Contractor must provide timely updates to the City. For Punch Out catalogs, Contractor must update pricing on their website and provide City a notification and detailed explanation of the price updates. For Internal Catalogs, Contractor must provide an updated pricing file with details of the pricing updates. If paper catalogs have been requested, updated paper catalogs must be provided concurrently with Internal Catalog files, or as soon thereafter as printed catalogs become available.

Change Orders. Notwithstanding anything stated to the contrary in Section 006 – General Terms & Conditions, in order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract.

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished must be in writing and conform to the requirements of City Ordinance 2011-12-08-1014, as hereafter amended.

Any other change will require approval of the City Council, City of San Antonio. Changes

that do not involve an increase in contract price may be made by the Director.

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

Producer Price Index (PPI) Price Adjustment Clause.

Price Adjustments. The prices shown on the Price Schedule may be increased or decreased as follows:

Base Period for Price Adjustment. The base selling price is the price shown on the original Price Schedule submitted by Vendor with its original bid. The effective month and year of the base selling price (known as the “base period”) shall be the effective date of the month and year in which this contract is awarded.

Date for Price Adjustment. Prices may be adjusted annually (the “Price Adjustment Date”).

Version of Data for Price Adjustment. Calculations of price adjustments shall use the latest version of the PPI data published as of the Price Adjustment Date.

PPI Index for Price Adjustment. The U.S. Department of Labor, Bureau of Labor Statistics (“BLS”) Producers Price Index (“PPI”) not seasonally adjusted, shall be used by the Parties to calculate changes in price. If this index is discontinued, the Parties shall use the next, higher level series of this index that is available. If no higher level series of said index is available, the Parties shall negotiate a successor index. If the BLS changes the title of this index or recodes the index, it is considered the same series and requires no change by the Parties.

Official Source of Data for Price Adjustment. The parties shall use the PPI Detailed Report as the source of data for the index.

Method of Calculation for Price Adjustment. To calculate the price adjustment, the following formula shall be used.

Divide the current index value (the value as of the date stated for the price adjustment) by the index value for the base period. The resulting number is the percentage change in the index value between the current period and the base period (the “percentage change in index value”).

Multiply the base price by the percentage change in index value. The sum equals the adjusted price.

Example: (The numbers shown below are for illustration purposes only.)

Current index value at time of calculation	115.5
Divided by index for base period	110.0
Equals	1.050
Base price	\$1,000.00
Multiplied by the percentage change in index value	1.050
Equals adjusted price	\$1,050.00

The same procedure shall be followed for each adjustment authorized herein, using the current index at the time the adjustment is made and the original base period.

Limitation of Price Adjustment. In no event shall the aggregate of all price adjustments authorized herein for any given Line Item exceed 2% of the original base price for that Line Item. If the calculation results in an increased price that would exceed this limitation, the price adjustment shall be limited to a maximum price adjustment of 2% of the original base price.

Written Requests for Price Adjustments. Price adjustments are not automatic. Vendor must submit a written request for a price adjustment to the Finance Department. Requests must be received by the Finance Department at least 60 days’ prior to the date the price adjustment is to take effect. If City does not wish to accept the price adjustment, City may terminate the contract for convenience.

City may initiate a price adjustment in the event of falling prices. City shall notify Vendor at least 60 days' prior to the date the price adjustment is to take effect.

Insurance:

A) Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department, which shall be clearly labeled "A/C FOR POLICE ONE STOP SHOP FOR EMERGENCY EQUIPMENT PARTS AND REPAIRS AND VEHICLE GRAPHICS" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Finance Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

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

C) A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor'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:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal Injury d. Contractual Liability	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

D) Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Contractor. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the

subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

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

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

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

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

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

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

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

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

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

L) Contractor 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 – Color Photo for Vehicle Graphics Specifications

Attachment B - Local Preference Program Ordinance

Attachment B.1 - Local Preference Program Identification Form

Attachment C - Price Schedule

Attachment D - City of San Antonio Small Business Economic Development Advocacy (SBEDA) Program

Attachment E - SBEDA Program Utilization (UP) Form

Attachment F - City Of San Antonio Veteran - Owned Small Business Preference Program (VOSBPP) Ordinance

Attachment G - Veteran-Owned Small Business Preference Program (VOSBPP) Tracking Form

006 - GENERAL TERMS & CONDITIONS

Electronic Bid Equals Original. If Contractor is submitting an electronic bid, City and Contractor 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. Contractor 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 IFB or, if different, in the Purchase Order. Contractor shall bear the risk of loss until delivery. Freight charges will be paid only when expedited delivery is requested and approved in writing by the City. Contractor 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 Contractor, in addition to any other direct, indirect, consequential or incidental damages incurred by City as a result thereof. In addition, Contractor may be removed from the City's list of eligible bidders.

Purchase Orders. Each time a City department wishes to place an order against this contract, it will issue Contractor a purchase order. Contractor 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 Contractor. City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If City elects to accept nonconforming goods and services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate City for the nonconformity. Any acceptance by City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

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

Warranty. A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this IFB, unless otherwise specified in the Specifications/Scope of Services section of this IFB. 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 ANY DOCUMENT FURNISHED BY CONTRACTOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT CONTRACTOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

Invoicing and Payment.

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

Information Required On Invoice.

All invoices must be in a form and content approved by the 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 Contractor 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, Contractor 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, THE CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. CONTRACTOR 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 DAYS SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY CONTRACTOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT CONTRACTOR 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 Contractor shall be charged by Contractor nor be payable by City. The parties hereby agree that all compensable expenses of Contractor 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.

Change Orders. In order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract.

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished may be approved by the Director, provided that such change orders:

- are made in writing, signed by the Director;
- do not involve an increase or decrease in contract price of more than \$25,000; and
- sufficient funds have already been allocated by City or are available to the Director to cover any increase in contract price.

Any other change will require approval of the City Council, City of San Antonio.

Changes that do not involve an increase in contract price may, however, be made by the Director.

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

Termination.

Termination-Breach. Should Contractor 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 Contractor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Contractor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Contractor specifying the matters in default and the cure period. If Contractor 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 Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Contractor 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. Contractor 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 Contractor under this contract and that Contractor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Contractor.

INDEMNIFICATION.

CONTRACTOR 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 CONTRACTOR'S activities under this Agreement, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR 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 THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Contractor agrees to indemnify, defend, and hold the 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. CONTRACTOR shall advise CITY in writing within 24 hours of any claim or demand against CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at CONTRACTOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph.

Assignment. Except as otherwise stated herein, Contractor 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, Contractor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor Contractor, 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 Contractor 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 Contractor. 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. Contractor 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.

Contractor 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 the 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.

Contractor 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, Contractor shall retain the records until the resolution of such litigation or other such questions. Contractor 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 Contractor to return the documents to City at Contractor's expense prior to or at the conclusion of the Retention Period. In such event, Contractor may retain a copy of the documents.

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

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

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

Certifications. Contractor warrants and certifies that Contractor 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, Contractor 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, Contractor 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, Contractors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, Contractors 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 the City's Relevant Marketplace. Contractor 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 Contractor 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. Contractor 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 §2270.002 provide 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.

"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 sole proprietorship, 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.

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's hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

Delinquent Taxes. In the event that Contractor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent Contractor 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 Change Order 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 Contractor.**

007 - SIGNATURE PAGE

By submitting a bid, whether electronically or by paper, Bidder represents that:

(s)he is authorized to bind Bidder to fully comply with the terms and conditions of City's Invitation for Bid 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;

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

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

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

Bidder Information

Please Print or Type

Vendor ID No.	_____
Signer's Name	_____
Name of Business	_____
Street Address	_____
City, State, Zip Code	_____
Email Address	_____
Telephone No.	_____
Fax No.	_____
City's Solicitation No.	_____

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 Bid - an invitation to bid in which the City will award the entire contract to one bidder only.

Alternate Bid - two or more bids with substantive variations in the item or service offered from the same bidder in response to a solicitation.

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

Bid - a complete, signed response to a solicitation. The term "bid" is synonymous with the term "offer".

Bid Opening - a public meeting during which bid responses are disclosed.

Bidder - a person, firm or entity that submits a bid in response to a solicitation. The bidder whose bid is accepted by City may also be referred to herein as Contractor, Contractor or Supplier.

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

Change Order - a change to the plans or specifications of the contract, or an increase or decrease in the quantity of work to be performed or of materials, equipment, or supplies to be furnished, issued by the Director after the bid has been accepted by the City.

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

Contract - the binding legal agreement between the City and Contractor.

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

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

Equal or Equivalent - terms to indicate that similar products or other brands may be acceptable for purchase if specifications and functional requirements are met.

Invitation for Bid (IFB) - a solicitation requesting pricing for a specified good or a service.

Line Item - a listing of items in a bid for which a bidder is expected to provide separate pricing.

Low Bid - a bid which is lowest in price, but may not meet all requirements or specifications.

Lowest Responsible Bidder - the bidder whose bid meets all requirements of the specifications, terms and conditions of the IFB and results in the lowest cost to the City in an award based solely on price, taking into consideration the bidder's competence and qualifications to perform the contract.

Non-Responsive Bid - a bid or offer that does not comply with the terms and conditions, or specifications and/or requirements of the IFB.

Offer - a complete, signed response to an IFB that, if accepted, would bind the bidder to perform the resultant contract. The term "offer" is synonymous with the term "bid".

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

Pre-Submittal Conference - a meeting conducted by the City, held in order to allow bidders 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 the City's standard purchase order form, and which is Contractor's authority to deliver to and invoice the City for the goods or services specified in an IFB for the price stated in Contractor's bid.

Responsible Bidder - a bidder who is known to have the necessary competence and qualifications to perform and provide all requirements of an intended contract.

Responsive Bidder - a bidder who tenders a bid which meets all requirements of the invitation to bid and is a responsible bidder.

Sealed Bid - a bid submitted as a sealed document, whether hard copy or electronic, by a prescribed time to the location indicated in the IFB. The contents of the bid will not be made public prior to the bid opening.

Specifications - a description of what the City requires and what the bidder 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 Contractor to be used in the performance of the Contractor's obligations under the contract with the City.

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

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

Waiver of Irregularity - noting, but disregarding an immaterial variance within a bid.

009 – ATTACHMENTS

ATTACHMENT A

COLOR PHOTO FOR VEHICLE GRAPHICS SPECIFICATIONS

FORD TRANSIT E350 VAN WITH MEDIUM ROOF



FORD TRANSIT E350 VAN WITH MEDIUM ROOF



FORD TRANSIT E350 VAN



FORD TRANSIT E350 VAN



CRIME SCENE UNIT – FORD PICKUP TRUCK GRAPHICS



CRIME SCENE UNIT – FORD PICKUP TRUCK GRAPHICS



SAPD FORD EXPLORER GRAPHICS



SAPD FORD EXPLORER GRAPHICS



SAPD FORD EXPLORER GRAPHICS



SAPD FORD EXPLORER GRAPHICS



SAPD FORD EXPLORER GRAPHICS



SAPD FORD EXPLORER GRAPHICS



SAPD FORD EXPLORER GRAPHICS



SAPD CHEVY TAHOE GRAPHICS



SAPD CHEVY TAHOE GRAPHICS



SAPD CHEVY TAHOE GRAPHICS



ATTACHMENT B
LOCAL PREFERENCE PROGRAM ORDINANCE

The 82nd Texas Legislature adopted a revision to the law that allowed the City of San Antonio (City) to adopt a policy that would grant contracting preferences to local businesses for certain types of contracts. The City adopted such a policy, known as the Local Preference Program, by Ordinance No. 2013-03-21-0167, effective for solicitations issued after May 1, 2013.

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

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

ATTACHMENT – B.1
LOCAL PREFERENCE PROGRAM, (LPP) IDENTIFICATION FORM

(Posted as separate document)

009 – ATTACHMENTS

ATTACHMENT C - PRICE SCHEDULE

All bid prices shall be rounded to two decimal places.

ITEM # 1	VEHICLE GRAPHIC KITS, AS SPECIFIED IN SPECIFICATIONS 004				
1	DESCRIPTION	TURN TIME PER JOB	ESTIMATED ANNUAL QUANTITY	NET UNIT PRICE	EXTENDED PRICE (Quantity x Net Unit Price)
1.1	Chevrolet Tahoe	_____DAYS	40 KITS	\$	\$
1.2	Ford Explorer Interceptor	_____DAYS	88 KITS	\$	\$
2	VEHICLE GRAPHIC KITS WITH INSTALLATION, AS SPECIFIED IN SPECIFICATIONS 004				
2.1	Chevrolet Tahoe	_____DAYS	80 KITS	\$	\$
2.2	Ford Explorer Interceptor	_____DAYS	200 KITS	\$	\$
3	MOTORCYCLE GRAPHIC KITS, AS SPECIFIED IN SPECIFICATIONS 004				
3.1	Police Motorcycle	_____DAYS	20 KITS	\$	\$
4	INDIVIDUAL VEHICLE GRAPHICS, AS SPECIFIED IN SPECIFICATIONS 004				
4.1	Badge & Patch Gold "Supervisor" 100 Each Right / 100 Each Left		200 EACH	\$	\$
4.2	Badge & Patch "Patrol" 200 Each Right / 200 Each Left		400 EACH	\$	\$
4.3	Badge ICE,SWAT etc... and any Inserts (K-9, SCU, SAFFE, ICE, SWAT, etc.. Any combination as needed)		600 EACH	\$	\$

	DESCRIPTION		ESTIMATED ANNUAL QUANTITY	NET UNIT PRICE	EXTENDED PRICE (Quantity x Net Unit Price)
4.4	Driver & Passenger Rear door Panels (150 Each Right/ 150 Each Left)		300 EACH	\$	\$
4.5	Driver door & Passenger Front door Panels (150 Each Right/ 150 Each Left)		300 EACH	\$	\$
4.6	"Protecting the Alamo City" Slogan lettering (front & rear doors) (150 Each/ 150 Each Left)		300 EACH	\$	\$
4.7	Trunk Lid "POLICE" & 911 Emergency" (150 Each/ 150 Each Left)		300 EACH	\$	\$
4.8	12" Roof numbers/Black 0 – 9 (Any combination as needed)		1000 EACH	\$	\$
4.9	12" Roof numbers/White 0 – 9 (Any combination as needed)		2200 EACH	\$	\$
4.10	Front Fender (Right & Left) "SUPERVISOR" (75 ea Right / 75 ea Left)		150 EACH	\$	\$
4.11	Unit Identification Letters 2" H x 3/8" W LETTERS: N, S, E, W, P, T, C and R (Any combination as needed)		8,000 EACH	\$	\$
4.12	Unit Identification NUMBERS; 2" Numbers (0-9) (Any combination as needed)		8,000 EACH	\$	\$
5	INSTALLS, REMOVALS, AND REPAIRS, AS SPECIFIED IN SPECIFICATIONS 004				
	DESCRIPTION OF SERVICES	TURN TIME PER JOB	ESTIMATED ANNUAL QUANTITY	FLAT RATE PRICE PER COMPLETE JOB	EXTENDED PRICE (Quantity x Flat Rate)
5.1	REMOVAL, AS SPECIFIED IN SPECIFICATIONS 004				
5.1	PATROL VEHICLE STANDARD (REMOVAL)	_____DAYS	300 EACH	\$	\$
5.1.1	ADDITIONAL EQUIPMENT REMOVAL				
5.2	PATROL STANDARD WITH ADDITIONAL EQUIPMENT (REMOVAL) , AS SPECIFIED IN SPECIFICATIONS 004				
5.2.1	Radar		200 EACH	\$	\$
5.2.2	Gun Rack		200 EACH	\$	\$
5.2.3	Pronet		100 EACH	\$	\$

	DESCRIPTION OF SERVICES		ESTIMATED ANNUAL QUANTITY	FLATRATE PRICE PER COMPLETE JOB	EXTENDED PRICE (Quantity x Flat Rate)
5.2.5	License Plate Reader (LPR)		200 EACH	\$	\$
5.3	TRAFFIC STANDARD (REMOVAL)		50 EACH	\$	\$
5.4	TRAFFIC SLICK TOP STANDARD (REMOVAL)		50 EACH	\$	\$
5.5	TRAFFIC AD CHARGER STANDARD (REMOVAL)		10 EACH	\$	\$
5.6	TRAFFIC AD TAHOE/FORD EXPLORER INTERCEPTOR STANDARD (REMOVAL)		10 EACH	\$	\$
5.7	DWI VEHICLE STANDARD (REMOVAL)		50 EACH	\$	\$
5.8	DWI SLICK TOP VEHICLE STANDARD (REMOVAL)		50 EACH	\$	\$
6.0	INSTALLS				
6.1	PATROL VEHICLE STANDARD (INSTALL)		300 EACH	\$	\$
6.2	PATROL STANDARD WITH ADDITIONAL EQUIPMENT (INSTALL)				
6.2.1	Radar		200 EACH	\$	\$
6.2.2	Gun Rack		200 EACH	\$	\$
6.2.3	Rear Cargo Gun Rack		15 EACH	\$	\$
6.2.4	Pronet		100 EACH	\$	\$
6.2.5	License Plate Reader (LPR)		200 EACH	\$	\$
6.2.6	PATROL SLICK TOP STANDARD		300 EACH	\$	\$
6.2.7	TRAFFIC STANDARD		50 EACH	\$	\$
6.2.8	TRAFFIC STANDARD WITH ADDITIONAL EQUIPMENT (INSTALL) Gun Rack		50 EACH	\$	\$
6.2.9	TRAFFIC SLICK TOP STANDARD (INSTALL) Gun Rack		50 EACH	\$	\$
6.2.10	DWI VEHICLE STANDARD WITH ADDITIONAL EQUIPMENT (INSTALL) Gun Rack		50 EACH	\$	\$
6.2.11	DWI SLICK TOP VEHICLE STANDARD WITH ADDITIONAL EQUIPMENT (INSTALL) Gun Rack		50 EACH	\$	\$

6.3	LABOR RATE FOR INSTALLS, REPAIR AND SERVICE: For all other items not listed above.		RATE PER HOUR	\$ _____ Per Hour	

DWI VEHICLE STANDARD WITH ADDITIONAL EQUIPMENT (INSTALL) Gun Rack

ITEM 7 : LIGHTS AND ACCESSORIES: FLASHING, LIGHT BARS,

7.1 WHELEN ENGINEERING CO, PARTS:

Percent of discount offered _____ %

Product Identification (Manufacturer) _____

Type of Price Schedule (dealer, jobber, etc.) _____

Schedule Number _____

Date of Price Schedule _____

Price schedule column on which discount is based
(i.e. distributor, Net, wholesale, etc.) _____

ITEM 8: CONSOLES, POLICE VEHICLE

8.1 HAVIS-SHIELDS EQUIPMENT CORPORATION PARTS:

Percent of discount offered _____ %

Product Identification (Manufacturer) _____

Type of Price Schedule (dealer, jobber, etc.) _____

Price Schedule Number _____

Date of Price Schedule _____

Price schedule column on which discount is based
(i.e. distributor, Net, wholesale, etc.) _____

ITEM 9: SPOTLIGHTS AND FLASHLIGHTS, SECURITY TAPE

9.1 SHO-ME PARTS:

Percent of discount offered _____ %

Product Identification (Manufacturer) _____

Type of Price Schedule (dealer, jobber, etc.) _____

Price Schedule Number _____

Date of Price Schedule _____

Price schedule column on which discount is based
(i.e. distributor, Net, wholesale, etc.) _____

ITEM 10: PUSH BUMPERS, VEHICLE

10.1 RHINO PARTS:

Percent of discount offered _____ %

Product Identification (Manufacturer) _____

Type of Price Schedule (dealer, jobber, etc.) _____

Price Schedule Number _____

Date of Price Schedule _____

Price schedule column on which discount is based
(i.e. distributor, Net, wholesale, etc.) _____

ITEM 11: CURTAINS, SECURITY

11.1 SETINA PARTS:

Percent of discount offered _____ %

Product Identification (Manufacturer) _____

Type of Price Schedule (dealer, jobber, etc.) _____

Price Schedule Number _____

Date of Price Schedule _____

Price schedule column on which discount is based
(i.e. distributor, Net, wholesale, etc.) _____

11.2 TROY PARTS:

Percent of discount offered _____ %

Product Identification (Manufacturer) _____

Type of Price Schedule (dealer, jobber, etc.) _____

Price Schedule Number _____

Date of Price Schedule _____

Price schedule column on which discount is based
(i.e. distributor, Net, wholesale, etc.) _____

11.3 PROGARD PARTS:

Percent of discount offered _____ %

Product Identification (Manufacturer) _____

Type of Price Schedule (dealer, jobber, etc.) _____

Price Schedule Number _____

Date of Price Schedule _____

Price schedule column on which discount is based
(i.e. distributor, Net, wholesale, etc.) _____

ITEM 12: GUN RACK, VEHICLE

PROGARD PARTS:

Percent of discount offered _____%

Product Identification (Manufacturer) _____

Type of Price Schedule (dealer, jobber, etc.) _____

Price Schedule Number _____

Date of Price Schedule _____

Price schedule column on which discount is based
(i.e. distributor, Net, wholesale, etc.) _____

13.0 SPECIFIED ITEMS: are for overall bid evaluation purposes only and represent the most commonly used

items. Vendor must provide unit price before discount, % discount; unit price after discount, and reference price list used.

SPECIFIED ITEMS:	LONG DESCRIPTION	
WHELEN PARTS		
ITEM 13.1	295SLSAI SIREN AMPLIFIERS	
	Unit Price Before Discount	
	% Discount	
	Unit Price After Discount	
	Price List Information and Date	
ITEM 13.2	43-0145664-01 hands free siren noise cancelling replacement (microphone)	
	Unit Price Before Discount	
	% Discount	
	Unit Price After Discount	
	Price List Information and Date	
ITEM 13.3	UB412 – Replacement Power Supply	
	Unit Price Before Discount	
	% Discount	
	Unit Price After Discount	
	Price List Information and Date	
ITEM 13.4	D2RB – Dominator 2 Super-LED r/b	
	Unit Price Before Discount	

	% Discount	
	Unit Price After Discount	
	Price List Information and Date	
ITEM 13.5	D844000 – Dominator 8 Super-LED 4r/4b	
	Unit Price Before Discount	
	% Discount	
	Unit Price After Discount	
	Price List Information and Date	
SHO-ME PARTS		
ITEM 13.6	30.0215.P00 –100 watt CONCEALED SPEAKER Plastic Scoop	
	Unit Price Before Discount	
	% Discount	
	Unit Price After Discount	
	Price List Information and Date	
ITEM 13.7	30.0217p - Replacement Plastic scoop	
	Unit Price Before Discount	
	% Discount	
	Unit Price After Discount	
	Price List Information and Date	
ITEM 13.8	05.0620 – additional legends	
	Unit Price Before Discount	
	% Discount	
	Unit Price After Discount	
	Price List Information and Date	
ITEM 13.9	08.0335.M03 – Hand Held Momentary Spotlight 35,000 CP	
	Unit Price Before Discount	
	% Discount	
	Unit Price After Discount	
	Price List Information and Date	
HAVIS PARTS		
ITEM 13.10	CM588060 – Cup Holder Replacements	
	Unit Price Before Discount	
	% Discount	
	Unit Price After Discount	
	Price List Information and Date	
ITEM 13.11	CCSRNT4F CENCONCOM W ASSY	
	Unit Price Before Discount	
	% Discount	
	Unit Price After Discount	
	Price List Information and Date	

ITEM 13.12	C-TMW-GMC-02 – 2012-2018 Chevrolet Tahoe/GMC Yukon Tunnel Mount assembly	
	Unit Price Before Discount	
	% Discount	
	Unit Price After Discount	
	Price List Information and Date	
ITEM 13.13	c-hk-1 – Havis Hardware torx screws for equipment bracket & filler plate mounting	
	Unit Price Before Discount	
	% Discount	
	Unit Price After Discount	
	Price List Information and Date	
PROGARD PARTS		
ITEM 13.14	TK57126CV13 - Crown Vic to Tahoe Cage transfer kit	
	Unit Price Before Discount	
	% Discount	
	Unit Price After Discount	
	Price List Information and Date	
ITEM 13.15	SP57FWCC26CV13 – Lower Extension panel	
	Unit Price Before Discount	
	% Discount	
	Unit Price After Discount	
	Price List Information and Date	
ITEM 13.16	PG-G701 – Spring & Solenoid kit	
	Unit Price Before Discount	
	% Discount	
	Unit Price After Discount	
	Price List Information and Date	
ITEM 13.17	PG-P5717T12A – Progard Tahoe Metal Partition	
	Unit Price Before Discount	
	% Discount	
	Unit Price After Discount	
	Price List Information and Date	
ITEM 13.18	PG-G7000-2 – Progard Vertical Bucket Dual Gun Rack	
	Unit Price Before Discount	
	% Discount	
	Unit Price After Discount	
	Price List Information and Date	

RHINO PARTS		
ITEM 13.19	GR-5160 – GO Rhino HD Grill Guard 2013 Tahoe	
	Unit Price Before Discount	
	% Discount	
	Unit Price After Discount	
	Price List Information and Date	
SETINA PARTS		
	SET-QK2143ITU1 – Setina seat cover with cargo and smart belt	
	SET-QK2142ITU1 – Setina full cover transport seat with smart belt PK1125ITU12 XL Partition transfer kit 12-18 interceptor	
	K11251ITU12 XL Uncoated poly partition 14-16 interceptor BK0534ITU16 PB400 VS Alum bumper 16-18 interceptor	
TROY PARTS		
ITEM 13.20	Troy Hinged mount for spare tire cargo cover	
	TP-FDUV-R FORD UV REAR PARTITION	
	Unit Price Before Discount	
	% Discount	
	Unit Price After Discount	
	Price List Information and Date	
STORAGE (OPTIONAL)	OPTIONAL STORAGE AREA	PRICE PER SQUARE FOOT OR MONTHLY RATE
	Specify Location:	Specify: \$_____per square foot (or) \$_____Monthly rate For 50 square feet \$_____Monthly rate For 100 square feet

009 – ATTACHMENTS

ATTACHMENT C - PRICE SCHEDULE

Please complete the following:

Warranty Labor: _____ in months/years

Warranty Specified Parts: _____ in months/years

1) Prompt Payment Discount: _____ % _____ days. Otherwise NET 30 Shall Apply

2) ADDRESS OF BUSINESS- Servicing Location(s):

County: _____

3) Business Hours and servicing location(s)

Days and Hours of Operation _____ through _____ Time: _____ AM to _____ PM Weekends (if applicable) _____ through _____ Time: _____ AM to _____ PM

CONTRACTOR'S SERVICE COORDINATOR:

Contractor shall list the preferred service contact method and contact information.

Services shall be coordinated via: (check all that apply)

Phone: _____ Fax: _____ Email: _____

Name: _____

Title: _____ Phone: .

_____ Fax: _____ Email: _____

4) Provide a copy of CERTIFICATE OF INTERESTED PARTIES (Form 1295)

5) Copy of Insurance

6) Complete and sign Attachments as specified in Section 009 Attachments.

009 – ATTACHMENTS

ATTACHMENT D

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM LANGUAGE

SBEDA Provisions

A. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2016-05-19-0367 and as amended, also referred to as “SBEDA” or “the SBEDA Program”), which is posted on the City’s Economic Development Department (EDD) website page and is also available in hard copy format upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of the SBEDA Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

B. SBEDA Program Compliance – Affirmative Procurement Initiatives

The CITY has applied the following contract-specific Affirmative Procurement Initiatives to this contract. CONTRACTOR hereby acknowledges and agrees that the selected API requirement shall also be extended to any change order or subsequent contract modification and, absent SBO’s granting of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this Agreement:

The CITY has applied the following contract-specific Affirmative Procurement Initiatives to this contract. CONTRACTOR hereby acknowledges and agrees that the selected API requirement shall also be extended to any change order or subsequent contract modification and, absent SBO’s granting of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this Agreement:

SBE Subcontracting Program. In accordance with SBEDA Ordinance Section III. D. 9. (f), this contract is also being awarded pursuant to the SBE Subcontracting Program. CONTRACTOR agrees to subcontract or self-perform at least **fifteen percent (15%)** of its prime contract value to certified SBE firms headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area (SAMS). If the Prime CONTRACTOR is a certified SBE firm, then the CONTRACTOR is allowed to self-perform up to the entire SBE subcontracting goal amount with its own forces. To the extent that the certified SBE Prime CONTRACTOR does not self-perform a portion of the SBE subcontracting goal, it shall be responsible for complying with all other requirements of this API for that portion of work that is subcontracted.

The Subcontractor/Supplier Utilization Plan which CONTRACTOR submitted to City with its response for this contract and that contains the names of the certified SBE Subcontractors to be used by CONTRACTOR on this contract, the respective percentages of the total prime contract dollar value to be awarded and performed by each SBE Subcontractor, and documentation including a description of each SBE Subcontractor’s scope of work and confirmation of each SBE Subcontractor’s commitment to perform such scope of work for an agreed upon dollar amount is hereby attached and incorporated by reference into the material terms of this Agreement.

In the absence of a waiver granted by the SBO, failure of a Prime CONTRACTOR to attain this SBE subcontracting goal as required in the solicitation shall render its response non-Responsive. Also, in the absence of a waiver granted by the SBO, failure of a Prime CONTRACTOR to attain a subcontracting goal for SBE participation in the performance of its contract or otherwise comply with the provisions of this API shall be considered a material breach of contract, grounds for termination of that contract with the City and shall be subject to any penalties and sanctions available under the terms of the SBEDA Ordinance, its contract with the City or by law.

C. Solicitation Response and Contract Requirements and Commitment

Respondent understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, Respondent commits to comply with these requirements.

Waiver Request - A Respondent may request, for good cause, a full or partial Waiver of a **specified subcontracting goal** included in this solicitation by submitting the *Subcontracting Goal- Waiver Request* form (available at <http://www.sanantonio.gov/SBO/Forms.aspx>) **with its solicitation response**. The Respondent's Waiver request must fully document Subcontractor unavailability despite the Respondent's good faith efforts to comply with the goal. Such documentation shall include all good faith efforts made by Respondent including, but not limited to, which Subcontractors were contacted (with phone numbers, e-mail addresses and mailing addresses, as applicable) and the method of contact. **Late Waiver requests will not be considered.** More information on the good faith effort criteria is available within the Subcontracting Goal – Waiver Request Evaluation Criteria at <http://www.sanantonio.gov/SBO/Forms.aspx>.

Exception Request - A Respondent may, for good cause, request an Exception to the application of the SBEDA Program if the Respondent submits the *Exception to SBEDA Program Requirements Request* form (available at <http://www.sanantonio.gov/SBO/Forms.aspx>) with its solicitation response. The Respondent's Exception request must fully document why: (1) the value of the contract is below the \$50,000 threshold for application of the SBEDA Program; or (2) no commercially-useful subcontracting opportunities exist within the contract scope of work; or (3) the type of contract is outside of the scope of the SBEDA Ordinance. **Late Exception Requests will not be considered.**

D. Definitions

Affirmative Procurement Initiatives (API) – Refers to various S/M/WBE Program tools and Solicitation Incentives that are used to encourage greater prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE Program tools, see Section III.D of Attachment A to the SBEDA Ordinance). To be eligible for the benefits of race- and gender-conscious APIs as provided in the SBEDA Ordinance, M/WBE firms must also satisfy the size standards for being a Small Business Enterprise or SBE as defined herein.

Annual Aspirational Goal – a non-mandatory annual aspirational percentage goal for overall M/WBE Prime and subcontract participation in City of San Antonio contracts is established each year for Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contract Industry Categories. This Annual Aspirational Goal is to be set (and thereafter adjusted) by the Goal Setting Committee (GSC) based upon the M/WBE availability by industry in accordance with the City's 2015 Disparity Study findings, along with relative M/WBE availability data to be collected by the City through its CVR system, and the utilization of M/WBEs. Any adjusted Annual Aspirational Goals for a given industry should not exceed the Expected Availability for award dollar weights as found in the 2015 Disparity Study. Annual Aspirational Goals are not to be routinely applied to individual contracts, but are intended to serve as a benchmark against which to measure the overall effectiveness of the S/M/WBE Program on an annual basis, and to gauge the need for future adjustments to the mix and to the aggressiveness of remedies being applied under the Program. Percentage Goals for S/M/WBE participation may be established by the GSC on a contract-by-contract basis based upon similar data and analysis for the particular goods and services being purchased in a given contract.

Award – the final selection of a Respondent for a specified Prime Contract or subcontract dollar amount. Contract awards are made by the City to Prime Contractors or vendors and by Prime Contractors or vendors to Subcontractor or sub-vendors, usually pursuant to a solicitation process. (Contract awards are to be distinguished from contract payments in that they only reflect the anticipated dollar amounts instead of actual dollar amounts that are paid to a contractor under an awarded contract).

Best Value Contracting – a purchasing solicitation process through which the Originating Department may evaluate factors other than price. Evaluation criteria for selection may include a Respondent's previous experience and quality of product or services procured, and other factors identified in the applicable statute.

Centralized Vendor Registration System (CVR) – a mandatory electronic system of hardware and software programs by which the City recommends all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. All businesses awarded a City contract shall be required to register in the CVR. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

Certification – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these services to a regional Certification agency or other entity. For purposes of Certification, the City may accept any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section III.E.6.

City – refers to the City of San Antonio, TX.

Commercially Useful Function – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed.

Control – the authority of a person or business owner to sign responses to solicitations and contracts, make price negotiation decisions, sell or liquidate the business and have the primary authority to direct the day-to-day management and operation of a business enterprise without interference from others.

Economic Inclusion – efforts to promote and maximize commercial transactions within, between and among all segments of the business population, regardless of race or gender, within the Relevant Marketplace.

Emerging SBE (ESBE) – a certified SBE corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is independently owned and operated by Individuals legally residing in, or that are citizens of, the United States or its territories whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration, and meets the Significant Business Presence requirements as defined herein.

Emerging M/WBE – a certified M/WBE firm whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration, and meets the Significant Business Presence requirements as defined herein.

Evaluation Preference – an API that may be applied by the Goal Setting Committee to Construction, Architectural & Engineering, Professional Services, Other Services, and Goods and Supplies contracts that are to be awarded on a basis that includes factors other than lowest price, and wherein responses that are submitted to the City by S/M/WBE firms may be awarded additional Points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime Respondents.

Formal Solicitation – an invitation for bids, request for proposals, request for qualifications or other solicitation document issued by a City department for a contract that requires City Council approval, in accordance with the procurement rules adopted by the City Manager or designee through a memorandum issued by the City Manager or designee, an Administrative Directive or a procurement manual issued under the authority of the City Manager or designee, and/or pursuant to statutory requirements.

Goal Setting Committee (GSC) – a committee, or series of committees, appointed and chaired by the City Manager or designee from the Executive Team that includes, at a minimum, the EDD Director or designee, and the Director of Finance or Director of Transportation and Capital Improvements (TCI) or their designees, the Director or designee of the Originating Department (if the Originating Department is neither Finance nor TCI,) all without duplication of designees and two citizens appointed by City Council who are eligible to vote during the goal setting committee on contracts valued at \$3,000,000 and above. The City Manager or designee may also appoint two ex-officio members of the Small Business Advocacy Committee to serve on any GSC purely in an advisory and non-voting capacity. The GSC establishes S/M/WBE Program Goals for the

City of San Antonio (e.g., Annual Aspirational Goals, Contract-by-Contract Subcontracting Goals, and determining which M/WBE segments are eligible for Segmented Subcontracting Goals annually) based upon Industry Categories, vendor availability, project-specific characteristics, and M/WBE utilization. The GSC also makes determinations about which Affirmative Procurement Initiatives (APIs) are to be applied to specific contracts based upon various criteria.

Good Faith Efforts – documentation of the Respondent's intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation as stated in the solicitation reflecting the Respondent's commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office's directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor's posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and CONTRACTORS that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.)

HUBZone Firm – a business that has been certified by U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUBZone firm, a small business must meet the following criteria: (1) it must be owned and Controlled by U.S. citizens; (2) at least 35 percent of its employees must reside in a HUBZone; and (3) its Principal Place of Business must be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]

Independently Owned and Operated – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

Individual – an adult person that is of legal majority age.

Industry Categories – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as “business categories.”

Joint Venture Incentives – an API that provides inducements for non-SBE and non-M/WBE firms to collaborate with SBE or M/WBE partners in responses to solicitations and performing a Prime Contract to supply goods to, or to perform non-Construction services on behalf of, the City. Joint ventures are manifested by written agreements 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. Incentives under this API may include Evaluation Preferences that are tied to the percentage of SBE or M/WBE participation in the joint venture, expedited issuance of building permits and extra contract option years in certain Other Services and Goods & Supplies contracts.

Minority/Women Business Enterprise (M/WBE) – firm that is certified as either a Minority Business Enterprise or as a Women Business Enterprise, and which is at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City of San Antonio.

M/WBE Directory – a listing of M/WBEs that have been certified for participation in the City's M/WBE Program APIs.

M/WBE Subcontracting Program – an API in which Prime Contractors or vendors are required to make Good Faith Efforts to subcontract a specified percentage of the value of prime contract dollars to certified M/WBE firms. Such subcontracting goals may be set and applied by the GSC on a contract-by-contract basis to those types of contracts that provide subcontract opportunities for performing Commercially Useful Functions wherein:

- (1) There have been ongoing disparities in the utilization of available M/WBE Subcontractors; or

- (2) Race-Neutral efforts have failed to eliminate persistent and significant disparities in the award of prime contracts to M/WBEs in a particular Industry Category or industry segment (e.g., Construction contracts, Professional Services contracts, and Architectural and Engineering contracts), and subcontract opportunities are limited outside of City contracts.

When specified by the GSC, the M/WBE Subcontracting Program may also be required to reflect Good Faith Efforts that a Prime Contractor or vendor has taken (or commits to taking in the case of solicitations that do not include a detailed scope of work or those in which price cannot be considered a factor in evaluation), toward attainment of subcontracting goals for M/WBE firms.

M/WBE Evaluation Preference – an API that the City may apply to requests for proposals or qualifications (RFPs or RFQs) on City Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contracts that are issued pursuant to a Best Value Contracting method or other methods of procurement wherein criteria other than lowest price are factored into the selection process. M/WBEs that submit responses for these kinds of solicitations are awarded additional Points in the scoring of their responses when evaluating and ranking their responses against those submitted by non-minority firms. Where specified in contract specifications as approved by the Goal Setting Committee, the M/WBE Evaluation Preference may be limited to Emerging M/WBE firms.

Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified as being at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the City. To qualify as an MBE, the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term “MBE” as used in the SBEDA Ordinance is not inclusive of women-owned business enterprises (WBEs).

Minority Group Members – African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

African-Americans: Persons with origins in any of the black racial groups of Africa.

Hispanic-Americans: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.

Asian-Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

Native Americans: Persons having no less than 1/16th percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

Originating Department – the City department or authorized representative of the City which issues solicitations or for which a solicitation is issued.

Payment – dollars actually paid to Prime Contractors and/or Subcontractors and vendors for City contracted goods and/or services.

Points – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contracts (e.g., up to 20 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals).

Prime Contractor – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City.

Race-Conscious – any business classification or API wherein the race or gender of business owners is taken into consideration (e.g., references to M/WBE programs and APIs that are listed herein under the heading of “Race-Conscious”). To be eligible for the benefits of race- and gender-conscious APIs as provided in this Ordinance, M/WBE firms must also satisfy the size standards for being a Small Business Enterprise or SBE as defined herein.

Race-Neutral – any business classification or API wherein the race or gender of business owners is not taken into consideration (e.g., references to SBE programs and APIs that are listed herein under the heading of “Race-Neutral”).

Relevant Marketplace – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the 2015 Disparity Study, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

Respondent – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City.

Responsible – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

Responsive – a firm's submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with S/M/WBE Program requirements.

San Antonio Metropolitan Statistical Area (SAMSA) – also known as the Relevant Marketplace, the geographic market area from which the City's 2015 Disparity Study analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

Segmented M/WBE Goals – the application of multiple goals for M/WBE participation within Annual Aspirational Goals or for M/WBE Subcontracting Goals on an individual City contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals. Such segmented goals specifically target the participation of a particular segment of business enterprises owned and Controlled by WBEs or certain Minority Group Members (e.g., African-Americans or Hispanic-Americans) based upon relative availability and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. The application of Segmented M/WBE Goals is intended to ensure that those segments of M/WBEs that have been most significantly and persistently underutilized receive a fair measure of remedial assistance.

SBE Directory – a listing of small businesses that have been certified for participation in the City's SBE Program APIs.

Significant Business Presence – to qualify for this Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE's performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

Small Business Enterprise (SBE) – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.

Small Business Office (SBO) – the office within the Economic Development Department (EDD) of the City that is primarily responsible for general oversight and administration of the S/M/WBE Program.

Small Minority Women Business Enterprise Program (S/M/WBE Program) – the combination of SBE Program and M/WBE Program features contained in this Ordinance.

Solicitation Incentives – additional inducements or enhancements in the solicitation process that are designed to increase the chances for the selection of S/M/WBE firms in competition with other firms. Such inducements and enhancements may include such terms as additional contract option years, increased quantities in supply contracts, and evaluation preferences, where not prohibited by law. These solicitation incentives may be applied as appropriate to solicitations, contracts, and letter agreements for Construction, Architecture and Engineering services, Professional Services, Other Services, and Goods & Supplies contracts, including change orders and amendments.

Subcontractor – any vendor or contractor that is providing goods or services to a Prime Contractor in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A copy of the binding agreement between the Prime Contractor and the Subcontractor shall be submitted prior to the City's issuance of a notice to proceed.

Suspension – the temporary stoppage of an SBE or M/WBE firm's beneficial participation in the City's S/M/WBE Program

for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7, or pursuant to the Penalties and Sanctions set forth in Section III.E.13.

Subcontractor/Supplier Utilization Plan – a binding part of this contract agreement which states the CONTRACTOR's commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this contract agreement, and states the name, scope of work, and dollar value of work to be performed by each of CONTRACTOR's Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this agreement to be approved by the EDD Director or designee.

Women Business Enterprises (WBEs) - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term "WBE" as used in this Ordinance is not inclusive of MBEs.

E. SBEDA Program Compliance – General Provisions

As CONTRACTOR acknowledges that the terms of the CITY's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the CITY's SBEDA Policy & Procedure Manual are in furtherance of the CITY's efforts at economic inclusion and, moreover, that such terms are part of CONTRACTOR's scope of work as referenced in the CITY's formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Agreement, and are considered by the Parties to this Agreement to be material terms. CONTRACTOR voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the CITY. Without limitation, CONTRACTOR further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

1. CONTRACTOR shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its subcontractors with this term;
2. CONTRACTOR shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its subcontractors or suppliers;
3. CONTRACTOR shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;
4. CONTRACTOR shall notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONTRACTOR's Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier,
5. substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.
6. CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.

7. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.
8. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a CONTRACTOR's Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE or HUBZone Subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.
9. CONTRACTOR acknowledges that the CITY will not execute a contract or issue a Notice to Proceed for this project until the CONTRACTOR for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System (CVR), and CONTRACTOR has represented to CITY which primary commodity codes each Subcontractor will be performing under for this contract. CITY recommends all Subcontractors to be registered in the CVR.

F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR 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 the company retaliate against any person for reporting instances of such discrimination. The company 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 the CITY's Relevant Marketplace. The company 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 the company 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. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to CITY contracts.

G. Prompt Payment

Upon execution of this contract by CONTRACTOR, CONTRACTOR shall be required to submit to CITY accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone Subcontractors, to ensure that the CONTRACTOR's reported subcontract participation is accurate. CONTRACTOR shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from CITY. In the event of CONTRACTOR's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to CONTRACTOR, and no new CITY contracts shall be issued to the CONTRACTOR until the CITY's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

H. Violations, Sanctions and Penalties

In addition to the above terms, CONTRACTOR acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

1. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;
2. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;

3. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;
4. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and
5. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13. of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including, but not limited to:

1. Suspension of contract;
2. Withholding of funds;
3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
4. Refusal to accept a response or proposal; and
5. Disqualification of CONTRACTOR or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

ATTACHMENT E

SBEDA PROGRAM UTILIZATION PLAN (UP) FORM

(Posted as a separate document)

ATTACHMENT F

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) ORDINANCE

Veteran-Owned Small Business Preference Program (VOSBPP) Ordinance

Pursuant to Ordinance No. 2013-12-05-0864, effective for solicitations issued after January 15, 2014, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation.

For more information on the program, refer to the Veteran-Owned Small Business Program Tracking Form attached to this solicitation.

Respondent must complete and return the attached Veteran-Owned Small Business Program Tracking Form.

ATTACHMENT G

VETERAN OWNED SMALL BUSINESS PROGRAM (VOSBPP) TRACKING FORM

(Posted as a separate document)



ADDENDUM I

SUBJECT: Invitation to Bid (IFB) #6100010319), Formal Annual Contract for Police Vehicles One Stop Shop for Emergency Equipment Parts and Repairs and Vehicle Graphics, Scheduled to Close: July 18, 2018; Date of Issue: June 22, 2018

FROM: Paul J. Calapa
Procurement Administrator

DATE: July 11, 2018

THIS NOTICE SHALL SERVE AS ADDENDUM NO. I - TO THE ABOVE REFERENCED INVITATION FOR BID

THE ABOVE MENTIONED INVITATION FOR BID IS HEREBY AMENDED AS FOLLOWS:

1. **REVISED: Section 004 – SPECIFICATIONS/SCOPE OF SERVICES, Subsection 4.1.3 Factory Certified Facility has been revised** to add Coban to the list of manufacturers for which the Vendor shall be certified to provide factory authorized service and installation.
2. **REVISED: Section 004 – SPECIFICATIONS/SCOPE OF SERVICES, Subsection 4.2.1 Vehicle Graphics General Requirements, Section 4.2.1.3 has been revised to read as follows:**

4.2.1.3 Vendor must have experience in providing and installing automotive fleet graphics. References and a complete sample of each kit shall be provided at City's request. Installation: Vendor will be responsible for applying graphic kits on new vehicles only.
3. **CHANGED: Section 004 – SPECIFICATIONS/SCOPE OF SERVICES, Subsection 4.3 Specifications for Installs and Removals, Section 4.3.7.1** The number of installs is changed from 6 to 8 installs.
4. **REVISED: Section 005 – SUPPLEMENTAL TERMS & CONDITIONS, Subsection Insurance.** Insurance coverage requirements on the table have been revised.
5. **REVISE:** The Submission due date on the initial Advertisement Synopsis has been reposted to reflect the IFB submission due date of July 18, 2018.

QUESTIONS FROM BIDDERS

1. What was the average purchase of new cars last year?

Response: Refer to Attachment C – Price Schedule which lists the estimated annual quantity.

2. What is the estimate on optional storage needed?

Response: Refer to Section 004- Specifications, subsection 4.4.8 Storage (Optional).

3. Does the supplier need to be a located locally?

Response: Refer to Section 004- Specifications, subsection 4.1.1. Vendor must be located within the City limits.

4. The parts manufacturers have price changes at least once a year. Would we be able to adjust pricing accordingly?

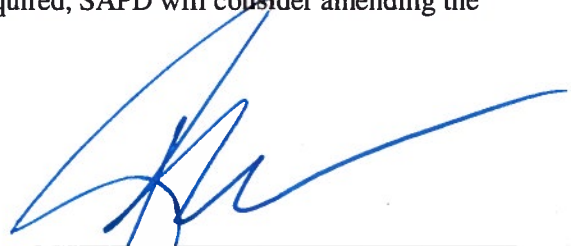
Response: Refer to Section 004- Specifications, subsection 4.1.5. Prices shall remain firm for the initial contract term, years 1 through 3. Thereafter, unit costs may be revised during the renewal terms in accordance with the PPI Price Adjustment Clause in section 005 – Supplemental Terms & Conditions. Price increases shall not exceed the greater of (i) the average percentage increase in the PPI or (ii) 2%.

5. As the cost of living fluctuates will we be able to adjust the labor rate?

Response: See Response to question 4.

6. Section 4.3.18 states, the City may require Vendor to make minor adjustments, as determined solely by City in good faith, to graphics if required by changes to vehicle models during the term of this contract. Such adjustments shall be at no additional cost to City. Can you clarify what a minor adjustment might be please? If this requires more material than the original graphics kit requires, there will be more cost involved.

Response: Minor adjustments may be color or slight design change. In the event that more material is involved, SAPD will review options with the supplier. If more material is required, SAPD will consider amending the contract for the added change.



Paul J. Calapa
Procurement Administrator
Finance Department-Purchasing Division

Date _____

Company Name _____

Address _____

City/State/Zip Code _____

Signature



ADDENDUM II

SUBJECT: Invitation to Bid (IFB) #6100010319), Formal Annual Contract for Police Vehicles One Stop Shop for Emergency Equipment Parts and Repairs and Vehicle Graphics, Scheduled to Close: July 18, 2018; Date of Issue: June 22, 2018

FROM: Paul J. Calapa
Procurement Administrator

DATE: July 18, 2018

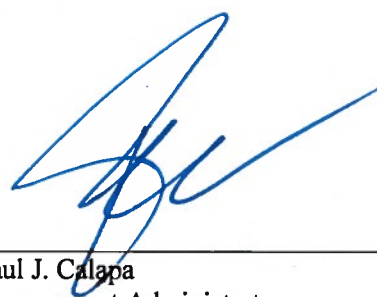
THIS NOTICE SHALL SERVE AS ADDENDUM NO. II - TO THE ABOVE REFERENCED INVITATION FOR BID

THE ABOVE MENTIONED INVITATION FOR BID IS HEREBY AMENDED AS FOLLOWS:

1. **THE IFB OPENING DATE IS HEREBY EXTENDED TO AUGUST 3, 2018, 2:00 PM, CENTRAL TIME.**
2. **CHANGE TO READ:** Cover Page, Physical Address:

Office of the City Clerk
c/o Municipal Records Facility
719 S. Santa Rosa
San Antonio, Texas 78204
3. **CHANGE TO READ:** Section 003-INSTRUCTIONS FOR OFFERORS, State of Texas Conflict of Interest Questionnaire (Form CIQ), Physical Address:

Office of the City Clerk
c/o Municipal Records Facility
719 S. Santa Rosa
San Antonio, Texas 78204



Paul J. Calapa
Procurement Administrator
Finance Department-Purchasing Division

Date _____

Company Name _____

Address _____

City/State/Zip Code _____

Signature _____



ADDENDUM III

SUBJECT: Invitation to Bid (IFB) #6100010319), Formal Annual Contract for Police Vehicles One Stop Shop for Emergency Equipment Parts and Repairs and Vehicle Graphics, Scheduled to Close: August 03, 2018; Date of Issue: June 22, 2018

FROM: Paul J. Calapa
Procurement Administrator

DATE: July 30, 2018

THIS NOTICE SHALL SERVE AS ADDENDUM NO. III - TO THE ABOVE REFERENCED INVITATION FOR BID

THE ABOVE MENTIONED INVITATION FOR BID IS HEREBY AMENDED AS FOLLOWS:

1. REVISED: Section 004 Specifications, Subsection 4.6 PROCUREMENT EVENTS SCHEDULE
REVISED TO READ: Bids Due Friday, August 03, 2018, 2:00 p.m. Local Time, as specified in prior Addendum II.

Paul J. Calapa
Procurement Administrator
Finance Department-Purchasing Division

Date _____

Company Name _____

Address _____

City/State/Zip Code _____

Signature

007 - SIGNATURE PAGE

By submitting a bid, whether electronically or by paper, Bidder represents that:

(s)he is authorized to bind Bidder to fully comply with the terms and conditions of City's Invitation for Bid 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;

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

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

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

Bidder Information

Please Print or Type

Vendor ID No.

V1012071

Signer's Name

Kayla LaCombe

Name of Business

SAT Radio Communications, LTD

Street Address

1019 E. Euclid Ave

City, State, Zip Code

San Antonio, TX 78212

Email Address

klacombe@indcom.net

Telephone No.

210-226-3682

Fax No.

210-226-4072

City's Solicitation No.

6100010319

009 – ATTACHMENTS

ATTACHMENT C - PRICE SCHEDULE

All bid prices shall be rounded to two decimal places.

ITEM #1	VEHICLE GRAPHIC KITS, AS SPECIFIED IN SPECIFICATIONS 004				
1	DESCRIPTION	TURN TIME PER JOB	ESTIMATED ANNUAL QUANTITY	NET UNIT PRICE	EXTENDED PRICE (Quantity x Net Unit Price)
1.1	Chevrolet Tahoe	<u>1</u> DAYS	40 KITS	\$ 222.00	\$ 8880.00
1.2	Ford Explorer Interceptor	<u>1</u> DAYS	88 KITS	\$ 222.00	\$ 19,536.00
2	VEHICLE GRAPHIC KITS WITH INSTALLATION, AS SPECIFIED IN SPECIFICATIONS 004				
2.1	Chevrolet Tahoe	<u>2</u> DAYS	80 KITS	\$ 275.00	\$ 22000.00
2.2	Ford Explorer Interceptor	<u>2</u> DAYS	200 KITS	\$ 275.00	\$ 55,000.00
3	MOTORCYCLE GRAPHIC KITS, AS SPECIFIED IN SPECIFICATIONS 004				
3.1	Police Motorcycle	<u>1</u> DAYS	20 KITS	\$ 90.00	\$ 1,800.00
4	INDIVIDUAL VEHICLE GRAPHICS, AS SPECIFIED IN SPECIFICATIONS 004				
4.1	Badge & Patch Gold "Supervisor" 100 Each Right / 100 Each Left		200 EACH	\$ 7.25	\$ 1,450.00
4.2	Badge & Patch "Patrol" 200 Each Right / 200 Each Left		400 EACH	\$ 7.25	\$ 2,900.00
4.3	Badge ICE, SWAT etc... and any Inserts (K-9, SCU, SAFFE, ICE, SWAT, etc.. Any combination as needed)		600 EACH	\$ 1.55	\$ 930.00

	DESCRIPTION		ESTIMATED ANNUAL QUANTITY	NET UNIT PRICE	EXTENDED PRICE (Quantity x Net Unit Price)
4.4	Driver & Passenger Rear door Panels (150 Each Right/ 150 Each Left)		300 EACH	\$ 37.00	\$ 11,100.00
4.5	Driver door & Passenger Front door Panels (150 Each Right/ 150 Each Left)		300 EACH	\$ 38.00	\$ 11,400.00
4.6	"Protecting the Alamo City" Slogan lettering (front & rear doors) (150 Each/ 150 Each Left)		300 EACH	\$ 13.00	\$ 3,900.00
4.7	Trunk Lid "POLICE" & 911 Emergency" (150 Each/ 150 Each Left)		300 EACH	\$ 12.25	\$ 3,675.00
4.8	12" Roof numbers/Black 0-9 (Any combination as needed)		1000 EACH	\$ 5.00	\$ 5,000.00
4.9	12" Roof numbers/White 0-9 (Any combination as needed)		2200 EACH	\$ 5.00	\$ 11,000.00
4.10	Front Fender (Right & Left) "SUPERVISOR" (75 ea Right / 75 ea Left)		150 EACH	\$ 10.00	\$ 1,500.00
4.11	Unit Identification Letters 2" H x 3/8" W LETTERS: N, S, E, W, P, T, C and R (Any combination as needed)		8,000 EACH	\$.95	\$ 7,600.00
4.12	Unit Identification NUMBERS; 2" Numbers (0-9) (Any combination as needed)		8,000 EACH	\$.95	\$ 7,600.00
5	INSTALLS, REMOVALS, AND REPAIRS, AS SPECIFIED IN SPECIFICATIONS 004				
	DESCRIPTION OF SERVICES	TURN TIME PER JOB	ESTIMATED ANNUAL QUANTITY	FLAT RATE PRICE PER COMPLETE JOB	EXTENDED PRICE (Quantity x Flat Rate)
5.1	REMOVAL, AS SPECIFIED IN SPECIFICATIONS 004				
5.1	PATROL VEHICLE STANDARD (REMOVAL)	.5 DAYS	300 EACH	\$ 152.00	\$ 45,600.00
5.1.1	ADDITIONAL EQUIPMENT REMOVAL				
5.2	PATROL STANDARD WITH ADDITIONAL EQUIPMENT (REMOVAL) , AS SPECIFIED IN SPECIFICATIONS 004				
5.2.1	Radar		200 EACH	\$ 177.00	\$ 35,400.00
5.2.2	Gun Rack		200 EACH	\$ 202.00	\$ 40,400.00
5.2.3	Pronet		100 EACH	\$ 177.00	\$ 17,700.00

	DESCRIPTION OF SERVICES		ESTIMATED ANNUAL QUANTITY	FLAT RATE PRICE PER COMPLETE JOB	EXTENDED PRICE (Quantity x Flat Rate)
5.2.5	License Plate Reader (LPR)		200 EACH	\$ 217.00	\$ 43,400.00
5.3	TRAFFIC STANDARD (REMOVAL)		50 EACH	\$ 195.00	\$ 9,750.00
5.4	TRAFFIC SLICK TOP STANDARD (REMOVAL)		50 EACH	\$ 195.00	\$ 9,750.00
5.5	TRAFFIC AD CHARGER STANDARD (REMOVAL)		10 EACH	\$ 195.00	\$ 1,950.00
5.6	TRAFFIC AD TAHOE/FORD EXPLORER INTERCEPTOR STANDARD (REMOVAL)		10 EACH	\$ 195.00	\$ 1,950.00
5.7	DWI VEHICLE STANDARD (REMOVAL)		50 EACH	\$ 195.00	\$ 9,750.00
5.8	DWI SLICK TOP VEHICLE STANDARD (REMOVAL)		50 EACH	\$ 195.00	\$ 9,750.00
6.0	INSTALLS				
6.1	PATROL VEHICLE STANDARD (INSTALL)		300 EACH	\$ 975.00	\$ 292,500.00
6.2	PATROL STANDARD WITH ADDITIONAL EQUIPMENT (INSTALL)				
6.2.1	Radar		200 EACH	\$ 1025.00	\$ 205,000.00
6.2.2	Gun Rack		200 EACH	\$ 1025.00	\$ 205,000.00
6.2.3	Rear Cargo Gun Rack		15 EACH	\$ 1025.00	\$ 15,375.00
6.2.4	Pronet		100 EACH	\$ 1025.00	\$ 102,500.00
6.2.5	License Plate Reader (LPR)		200 EACH	\$ 1040.00	\$ 208,000.00
6.2.6	PATROL SLICK TOP STANDARD		300 EACH	\$ 1025.00	\$ 307,500.00
6.2.7	TRAFFIC STANDARD		50 EACH	\$ 1275.00	\$ 63,750.00
6.2.8	TRAFFIC STANDARD WITH ADDITIONAL EQUIPMENT (INSTALL) Gun Rack		50 EACH	\$ 1325.00	\$ 66,250.00
6.2.9	TRAFFIC SLICK TOP STANDARD (INSTALL) Gun Rack		50 EACH	\$ 1325.00	\$ 66,250.00
6.2.10	DWI VEHICLE STANDARD WITH ADDITIONAL EQUIPMENT (INSTALL) Gun Rack		50 EACH	\$ 1325.00	\$ 66,250.00
6.2.11	DWI SLICK TOP VEHICLE STANDARD WITH ADDITIONAL EQUIPMENT (INSTALL) Gun Rack		50 EACH	\$ 1325.00	\$ 66,250.00

6.3	LABOR RATE FOR INSTALLS, REPAIR AND SERVICE: For all other items not listed above.		RATE PER HOUR	\$ <u>50.00</u> Per Hour	
-----	--	--	---------------	-----------------------------	--

DWI VEHICLE STANDARD WITH ADDITIONAL EQUIPMENT (INSTALL) Gun Rack

ITEM 7 : LIGHTS AND ACCESSORIES: FLASHING, LIGHT BARS,

7.1 WHELEN ENGINEERING CO. PARTS:

Percent of discount offered 40 %
Product Identification (Manufacturer) Whelen
Type of Price Schedule (dealer, jobber, etc.) Distributor
Schedule Number PL18.1WD
Date of Price Schedule 6/29/2018
Price schedule column on which discount is based
(i.e. distributor, Net, wholesale, etc.) List

ITEM 8: CONSOLES, POLICE VEHICLE

8.1 HAVIS-SHIELDS EQUIPMENT CORPORATION PARTS:

Percent of discount offered 32 %
Product Identification (Manufacturer) HAVIS
Type of Price Schedule (dealer, jobber, etc.) Dealer
Price Schedule Number Havis Price List
Date of Price Schedule 9/1/2017
Price schedule column on which discount is based
(i.e. distributor, Net, wholesale, etc.) MSRP

ITEM 9: SPOTLIGHTS AND FLASHLIGHTS, SECURITY TAPE

9.1 SHO-ME PARTS:

Percent of discount offered 40 %
Product Identification (Manufacturer) Sho-Me
Type of Price Schedule (dealer, jobber, etc.) Distributor
Price Schedule Number None
Date of Price Schedule 1/1/2018
Price schedule column on which discount is based
(i.e. distributor, Net, wholesale, etc.) Retail Cost

ITEM 10: PUSH BUMPERS, VEHICLE

10.1 RHINO PARTS:

Percent of discount offered 25 %
Product Identification (Manufacturer) Go Rhino
Type of Price Schedule (dealer, jobber, etc.) Dealer
Price Schedule Number 10
Date of Price Schedule 9/22/2017
Price schedule column on which discount is based
(i.e. distributor, Net, wholesale, etc.) List

ITEM 11: CURTAINS, SECURITY

11.1 SETINA PARTS:

Percent of discount offered 12 %
Product Identification (Manufacturer) Setina
Type of Price Schedule (dealer, jobber, etc.) Retail
Price Schedule Number None
Date of Price Schedule 6/27/2018
Price schedule column on which discount is based
(i.e. distributor, Net, wholesale, etc.) Retail Price

11.2 TROY PARTS:

Percent of discount offered 32 %
Product Identification (Manufacturer) Troy
Type of Price Schedule (dealer, jobber, etc.) Dealer
Price Schedule Number Master
Date of Price Schedule 9/1/2017
Price schedule column on which discount is based
(i.e. distributor, Net, wholesale, etc.) MSRP

11.3 PROGARD PARTS:

Percent of discount offered 26 %
Product Identification (Manufacturer) Progard
Type of Price Schedule (dealer, jobber, etc.) Dealer
Price Schedule Number 50th Anniversary
Date of Price Schedule 7/1/2018

Price schedule column on which discount is based
(i.e. distributor, Net, wholesale, etc.)

List

ITEM 12: GUN RACK, VEHICLE

PROGARD PARTS:

Percent of discount offered

26 %

Product Identification (Manufacturer)

Progard

Type of Price Schedule (dealer, jobber, etc.)

Dealer

Price Schedule Number

50th Anniversary

Date of Price Schedule

7/1/2018

Price schedule column on which discount is based
(i.e. distributor, Net, wholesale, etc.)

List

13.0 SPECIFIED ITEMS: are for overall bid evaluation purposes only and represent the most commonly used

items. Vendor must provide unit price before discount, % discount; unit price after discount, and reference price list used.

SPECIFIED ITEMS:	LONG DESCRIPTION	
WHELEN PARTS		
ITEM 13.1	295SLSAI SIREN AMPLIFIERS	
	Unit Price Before Discount	453.00
	% Discount	40%
	Unit Price After Discount	271.80
	Price List Information and Date	PL18.1WD
		6/29/2018
ITEM 13.2	43-0145664-01 hands free siren noise cancelling replacement (microphone)	
part #	Unit Price Before Discount	114.00
replaced with	% Discount	40%
01-0216D281a-04	Unit Price After Discount	68.40
	Price List Information and Date	PL18.1WD
		6/29/2018
ITEM 13.3	UB412 – Replacement Power Supply	
	Unit Price Before Discount	735.00
	% Discount	40%
	Unit Price After Discount	441.00
	Price List Information and Date	PL18.1WD
		6/29/2018
ITEM 13.4	D2RB – Dominator 2 Super-LED r/b	
	Unit Price Before Discount	233.00

	% Discount	40%
	Unit Price After Discount	139.80
	Price List Information and Date	PL18.1WD
		6/29/2018
ITEM 13.5	D844000 – Dominator 8 Super-LED 4r/4b	
	Unit Price Before Discount	675.00
	% Discount	40%
	Unit Price After Discount	405.00
	Price List Information and Date	PL18.1WD
		6/29/2018
SHO-ME PARTS		
ITEM 13.6	30.0215.P00 –100 watt CONCEALED SPEAKER Plastic Scoop	
	Unit Price Before Discount	152.49
	% Discount	40%
	Unit Price After Discount	91.80
	Price List Information and Date	1/1/2018
ITEM 13.7	30.0217p - Replacement Plastic scoop	
	Unit Price Before Discount	12.03
	% Discount	40%
	Unit Price After Discount	7.22
	Price List Information and Date	1/1/2018
ITEM 13.8	05.0620 – additional legends	
	Unit Price Before Discount	2.40
	% Discount	40%
	Unit Price After Discount	1.44
	Price List Information and Date	1/1/2018
ITEM 13.9	08.0335.M03 – Hand Held Momentary Spotlight 35,000 CP	
	Unit Price Before Discount	23.72
	% Discount	40%
	Unit Price After Discount	14.24
	Price List Information and Date	1/1/2018
HAVIS PARTS		
ITEM 13.10	CM588060 – Cup Holder Replacements	
	Unit Price Before Discount	13.65
	% Discount	32%
	Unit Price After Discount	9.29
	Price List Information and Date	9/1/2017
ITEM 13.11	CCSRNT4F CENCONCOMW ASSY	
	Unit Price Before Discount	3355.00
	% Discount	32%
	Unit Price After Discount	2281.40
	Price List Information and Date	9/1/2017

ITEM 13.12	C-TMW-GMC-02 – 2012-2018 Chevrolet Tahoe/GMC Yukon Tunnel Mount assembly	
	Unit Price Before Discount	153.29
	% Discount	32%
	Unit Price After Discount	104.24
	Price List Information and Date	9/1/2017
ITEM 13.13	c-hk-1 – Havis Hardware torx screws for equipment bracket & filler plate mounting	
	Unit Price Before Discount	11.55
	% Discount	32%
	Unit Price After Discount	7.86
	Price List Information and Date	9/1/2017
PROGARD PARTS		
ITEM 13.14	TK57126CV13 - Crown Vic to Tahoe Cage transfer kit	Item is no longer available
	Unit Price Before Discount	
	% Discount	
	Unit Price After Discount	
	Price List Information and Date	
ITEM 13.15	SP57FWCC26CV13 – Lower Extension panel	Item is no longer available
	Unit Price Before Discount	
	% Discount	
	Unit Price After Discount	
	Price List Information and Date	
ITEM 13.16	PG-G701 – Spring & Solenoid kit	
	Unit Price Before Discount	28.00
	% Discount	26%
	Unit Price After Discount	20.72
	Price List Information and Date	50th - 7/1/2018
ITEM 13.17	PG-P5717T12A – Progard Tahoe Metal Partition	
	Unit Price Before Discount	715.00
	% Discount	26%
	Unit Price After Discount	529.10
	Price List Information and Date	50th - 7/1/2018
ITEM 13.18	PG-G7000-2 – Progard Vertical Bucket Dual Gun Rack	
part # replaced with GVM-D	Unit Price Before Discount	488.00
	% Discount	26%
	Unit Price After Discount	361.12
	Price List Information and Date	50th - 7/1/2018

RHINO PARTS		
ITEM 13.19	GR-5160 – GO Rhino HD Grill Guard 2013 Tahoe	
	Unit Price Before Discount	391.65
	% Discount	25%
	Unit Price After Discount	293.74
	Price List Information and Date	10 - 9/22/2017
SETINA PARTS		
	SET-QK2143ITU1 – Setina seat cover with cargo and smart belt	* due to
	SET-QK2142ITU1 – Setina full cover transport seat with smart belt PK1125ITU12 XL Partition transfer kit 12-18 interceptor	limited spacing - see attachment
	K11251ITU12 XL Uncoated poly partition 14-16 interceptor BK0534ITU16 PB400 VS Alum bumper 16-18 interceptor	# Setina
TROY PARTS		
ITEM 13.20	Troy Hinged mount for spare tire cargo cover TP-FDUV-R FORD UV REAR PARTITION	
	Unit Price Before Discount	525.00
	% Discount	32%
	Unit Price After Discount	357.00
	Price List Information and Date	Master - 9/1/17
STORAGE (OPTIONAL)	OPTIONAL STORAGE AREA	PRICE PER SQUARE FOOT OR MONTHLY RATE
	Specify Location: Building 3 1019 East Euclid San Antonio TX 78212	Specify: \$ <u>0</u> per square foot (or) \$ <u>0</u> Monthly rate For 50 square feet \$ <u>0</u> Monthly rate For 100 square feet

009 – ATTACHMENTS

ATTACHMENT C - PRICE SCHEDULE

Please complete the following:

Warranty Labor: 12 months in months/years

Warranty Specified Parts: 12 months in months/years

1) Prompt Payment Discount: 0 % n/a days. Otherwise NET 30 Shall Apply

2) ADDRESS OF BUSINESS- Servicing Location(s):

1019 East Euclid
San Antonio TX
78212

County: Bexar

3) Business Hours and servicing location(s)

Days and Hours of Operation M through F Time: 8 AM to 5 PM Weekends (if applicable) _____ through _____ Time: _____ AM to _____ PM

CONTRACTOR'S SERVICE COORDINATOR:

Contractor shall list the preferred service contact method and contact information.
Services shall be coordinated via: (check all that apply)

Phone: ✓ Fax: _____ Email: ✓

Name: Kevin Lopez

Title: Install Manager Phone: _____

210-226-3682 Fax: 210-226-5329 Email: klopez@indcom.net
X 523

4) Provide a copy of CERTIFICATE OF INTERESTED PARTIES (Form 1295)

5) Copy of Insurance

6) Complete and sign Attachments as specified in Section 009 Attachments.

Attachment - Setina

SET-QK2143ITU1	Setina seat cover with cargo and smart belt	
	Unit Price Before Discount	1629.00
	% Discount	12%
	Unit Price After Discount	1433.52
	Price List Information and Date	6/27/2018
SET-QK2142ITU1	Setina full cover transport seat with smart belt	
	Unit Price Before Discount	1199.00
	% Discount	12%
	Unit Price After Discount	1055.12
	Price List Information and Date	6/27/2018
PK1125ITU12	XL Partition transfer kit 12-18 interceptor	
	Unit Price Before Discount	849.00
	% Discount	12%
	Unit Price After Discount	747.12
	Price List Information and Date	6/27/2018
K11251ITU12	XL Uncoated poly partition 14-16 interceptor	
	Unit Price Before Discount	849.00
	% Discount	12%
	Unit Price After Discount	747.12
	Price List Information and Date	6/27/2018
BK0534ITU16	PB400 VS Alum Bumper 16-18 interceptor	
	Unit Price Before Discount	389.00
	% Discount	12%
	Unit Price After Discount	342.32
	Price List Information and Date	6/27/2018



ADDENDUM I

SUBJECT: Invitation to Bid (IFB) #6100010319), Formal Annual Contract for Police Vehicles One Stop Shop for Emergency Equipment Parts and Repairs and Vehicle Graphics, Scheduled to Close: July 18, 2018;
Date of Issue: June 22, 2018

FROM: Paul J. Calapa
Procurement Administrator

DATE: July 11, 2018

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. I - TO THE ABOVE REFERENCED
INVITATION FOR BID**

THE ABOVE MENTIONED INVITATION FOR BID IS HEREBY AMENDED AS FOLLOWS:

1. **REVISED:** Section 004 – SPECIFICATIONS/SCOPE OF SERVICES, Subsection 4.1.3 Factory Certified Facility has been revised to add Coban to the list of manufacturers for which the Vendor shall be certified to provide factory authorized service and installation.
2. **REVISED:** Section 004 – SPECIFICATIONS/SCOPE OF SERVICES, Subsection 4.2.1 Vehicle Graphics General Requirements, Section 4.2.1.3 has been revised to read as follows:

4.2.1.3 Vendor must have experience in providing and installing automotive fleet graphics. References and a complete sample of each kit shall be provided at City's request. Installation: Vendor will be responsible for applying graphic kits on new vehicles only.
3. **CHANGED:** Section 004 – SPECIFICATIONS/SCOPE OF SERVICES, Subsection 4.3 Specifications for Installs and Removals, Section 4.3.7.1 The number of installs is changed from 6 to 8 installs.
4. **REVISED:** Section 005 – SUPPLEMENTAL TERMS & CONDITIONS, Subsection Insurance. Insurance coverage requirements on the table have been revised.
5. **REVISE:** The Submission due date on the initial Advertisement Synopsis has been reposted to reflect the IFB submission due date of July 18, 2018.

QUESTIONS FROM BIDDERS

1. What was the average purchase of new cars last year?
Response: Refer to Attachment C – Price Schedule which lists the estimated annual quantity.

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

ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

BIDDER'S / RESPONDENT'S FULL NAME:

Kayla LaCombe
(Print Name) Authorized Representative of Bidder / Respondent

Kayla LaCombe
(Signature) Authorized Representative of Bidder / Respondent

Executive Administrator
Title

7-6-18
Date

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

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

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

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

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

STATE BIDDER'S / RESPONDENT'S PERCENTAGE OF OWNERSHIP IN THE JOINT VENTURE: 100%

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

SOLICITATION NAME/NUMBER: 6100010319

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

Name of Business:	SAT Radio Communications	
Physical Address:	1019 E. Euclid Ave	
City, State, Zip Code:	San Antonio, TX 78212	
Phone Number:	210-226-3682	
Email Address:	Klacombe@indcom.net	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent:	<u>33</u>	
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Has the business been headquartered in the incorporated San Antonio city limits for one year or more? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
If the answers to the questions above are "Yes", stop here. If the answer to either of the above questions is "No", provide responses to the following questions:		

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

SOLICITATION NAME/NUMBER: 61000 10319

Name of Respondent:	SAT Radio Communications	
Physical Address:	1019 E. Euclid Ave	
City, State, Zip Code:	San Antonio, TX 78212	
Phone Number:	210-226-3682	
Email Address:	klacombe@indcom.net	
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 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	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	No
If yes, provide the name of the entity who has certified SUBCONTRACTOR as a VOSB. Include any identifying certification numbers.		
Participation Dollar Amount		

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

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on Veteran-Owned Small Business Program Tracking 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 Program Tracking Form may be investigated and I hereby give my full permission for any such investigation. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

BIDDER/RESPONDENT'S FULL NAME:

Kayla LaCombe
(Print Name) Authorized Representative of Bidder/Respondent

Kayla LaCombe
(Signature) Authorized Representative of Bidder/Respondent

Executive Administrator
Title

7-6-18
Date

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



ADDENDUM III

SUBJECT: Invitation to Bid (IFB) #6100010319), Formal Annual Contract for Police Vehicles One Stop Shop for Emergency Equipment Parts and Repairs and Vehicle Graphics, Scheduled to Close: August 03, 2018; Date of Issue: June 22, 2018

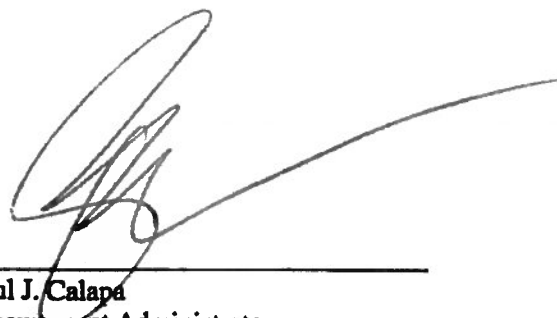
FROM: Paul J. Calapa
Procurement Administrator

DATE: July 30, 2018

THIS NOTICE SHALL SERVE AS ADDENDUM NO. III - TO THE ABOVE REFERENCED INVITATION FOR BID

THE ABOVE MENTIONED INVITATION FOR BID IS HEREBY AMENDED AS FOLLOWS:

1. REVISED: Section 004 Specifications, Subsection 4.6 PROCUREMENT EVENTS SCHEDULE
REVISED TO READ: Bids Due Friday, August 03, 2018, 2:00 p.m. Local Time, as specified in prior Addendum II.



Paul J. Calapa
Procurement Administrator
Finance Department-Purchasing Division

Date 7-31-18

Company Name SAT Radio Communications

Address 1019 E. Euclid Ave

City/State/Zip Code San Antonio, TX 78212

Kayla LaCombe
Signature



ADDENDUM II

SUBJECT: Invitation to Bid (IFB) #6100010319), Formal Annual Contract for Police Vehicles One Stop Shop for Emergency Equipment Parts and Repairs and Vehicle Graphics, Scheduled to Close: July 18, 2018;
Date of Issue: June 22, 2018

FROM: Paul J. Calapa
Procurement Administrator

DATE: July 18, 2018

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. II - TO THE ABOVE REFERENCED
INVITATION FOR BID**

THE ABOVE MENTIONED INVITATION FOR BID IS HEREBY AMENDED AS FOLLOWS:

1. THE IFB OPENING DATE IS HEREBY EXTENDED TO AUGUST 3, 2018, 2:00 PM,
CENTRAL TIME.
2. CHANGE TO READ: Cover Page, Physical Address:

Office of the City Clerk
c/o Municipal Records Facility
719 S. Santa Rosa
San Antonio, Texas 78204
3. CHANGE TO READ: Section 003-INSTRUCTIONS FOR OFFERORS, State of Texas Conflict of Interest Questionnaire (Form CIQ), Physical Address:

Office of the City Clerk
c/o Municipal Records Facility
719 S. Santa Rosa
San Antonio, Texas 78204



Paul J. Calapa
Procurement Administrator
Finance Department-Purchasing Division

Date 7-25-18

Company Name SAT Radio Communications

Address 1019 E. Euclid Ave

City/State/Zip Code San Antonio, TX 78212

Kayla LaCombe
Signature