

ORDINANCE 2019-06-20-0533

**APPROVING A CONTRACT WITH COWBOY MOTOR COMPANY TO PROVIDE SIX TURNKEY FIRST RESPONDER TRUCKS FOR THE SAN ANTONIO FIRE DEPARTMENT FOR A TOTAL COST OF \$486,748.80, FUNDED THROUGH THE FY 2019 EQUIPMENT RENEWAL AND REPLACEMENT FUND BUDGET AND THE FY 2019 GENERAL FUND BUDGET.**

\* \* \* \* \*

**WHEREAS**, an offer was submitted by Cowboy Motor Company, through the Texas Local Government Purchasing Cooperative (a.k.a. the “Buyboard”), to provide the City with six turnkey first responder trucks for the San Antonio Fire Department for a total cost of \$486,748.80; and

**WHEREAS**, this purchase meets the requirements under the terms of the Texas Local Government Purchasing Cooperative agreement adopted by the City of San Antonio by Ordinance No. 97097 on January 30, 2003; **NOW THEREFORE:**

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

**SECTION 1.** The offer from Cowboy Motor Company to provide the City with six turnkey first responder trucks for the San Antonio Fire Department for a total cost of \$486,748.80 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. The bid tabulation and contract are attached hereto and incorporated herein for all purposes as **Exhibit I**.

**SECTION 2.** Funding for this ordinance in the amount up to \$486,748.80 is available as part of the FY 2019 Budget, as follows:

<b>Amount</b>	<b>General Ledger</b>	<b>Cost Center</b>	<b>Fund</b>
\$232,000.00	5709080	2015040002	11001000
\$62,000.00	5709080	2015050002	11001000
\$192,348.80	5709080	3503200001	72001000
\$400.00	5201040	3503200001	72001000
<b>Total Amount \$486,748.80</b>			

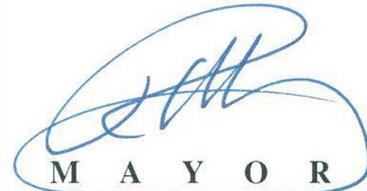
**SECTION 3.** Payment not to exceed the budgeted amount is authorized to Cowboy Motor Company to provide the San Antonio Fire Department with six turnkey first responder trucks, and should be encumbered with a purchase order.

**SECTION 4.** The financial allocations in this ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or designee, correct allocations to specific SAP Fund Numbers, SAP Project

Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this ordinance.

**SECTION 5.** This ordinance is effective immediately upon passage by eight or more affirmative votes; otherwise, it is effective on the tenth day after passage.

**PASSED and APPROVED** this 20<sup>th</sup> day of June, 2019.



**M A Y O R**  
Ron Nirenberg

**ATTEST:**



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Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**



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Andrew Segovia, City Attorney

<b>Agenda Item:</b>	7 ( in consent vote: 4, 5, 6, 7, 8, 9, 10A, 10B, 11A, 11B, 12, 13, 14, 16, 17, 18, 19A, 19B, 20, 21, 22, 23, 24, 25, 27, 28, 29, 30, 31, 32, 33, 34, 35, 38A, 38B, 39A, 39B, 39C, 39D, 41, Z-2 )
<b>Date:</b>	06/20/2019
<b>Time:</b>	10:19:52 AM
<b>Vote Type:</b>	Motion to Approve
<b>Description:</b>	Ordinance approving a contract with Cowboy Motor Company to provide six turnkey first responder trucks for the San Antonio Fire Department for a total cost of \$486,748.80, funded through the FY 2019 Equipment Renewal and Replacement Fund Budget and the FY 2019 General Fund Budget. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance]
<b>Result:</b>	Passed

<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x				
Jada Andrews-Sullivan	District 2		x				
Rebecca Viagran	District 3		x				x
Dr. Adriana Rocha Garcia	District 4		x				
Shirley Gonzales	District 5		x				
Melissa Cabello Havrda	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x			x	
Clayton H. Perry	District 10		x				

LC  
06/20/19  
Item No. 7

# Exhibit I

Opened: June 4, 2019			
For: Purchase of First Responder Units for The San Antonio Fire Department			
6100011197		SC	<b>BuyBoard</b>
		Cowboy Motor Company	
		1305 Hwy 96 Bypass	
		Silsbee, TX	
		77656	
		409-880-9191	
Item	Description	Est. Qty	
1	3/4 Ton Gas Full Door SRW 4x4 Long Bed Truck w/ Camper. Price Each Total Price Year, Make & Model Make & Model of Engine Warranty  Warranty Service Provider Name Warranty Facility Address Production Cut-Off Date Last Day to Place Orders	4	\$74,776.26 \$299,105.04 2019 Dodge Crew Cab 4x4 6.7L V8 Hemi 36 mp/36,000 bumper to bumper 5yr/100,000 PowerTrain Local Dealer 06/26/19 06/26/19
2	1 Ton, Diesel, Crew, SRW 4x4 Long Bed Truck w/ Camper and Pull Out Bed - White Price Each Total Price Year, Make & Model Make & Model of Engine Warranty  Warranty Service Provider Name Warranty Facility Address Production Cut-Off Date Last Day to Place Orders	1	\$90,295.54 \$90,295.54 2019 Dodge 1 Ton Crew Cab 4x4 Dodge 6.7L I6 Cummins Diesel 36 mp/36,000 bumper to bumper 5yr/100,000 PowerTrain Local Dealer 06/26/19 06/26/19
3	1 Ton, Diesel, Crew Cab, SRW, 4x2 w/KUV Body - White Price Each Total Price Year, Make & Model Make & Model of Engine Warranty  Warranty Service Provider Name Warranty Facility Address Production Cut-Off Date Last Day to Place Orders	1	\$96,948.22 \$96,948.22 2019 Dodge Crew Cab C.C. Dodge 6.7L I6 Cummins Diesel 36 mp/36,000 bumper to bumper 5yr/100,000 PowerTrain Local Dealer 06/26/19 06/26/19
4	BuyBoard Fee Delivery Payment Terms	1	\$400.00 120-160 Days Net 30
<b>Total</b>			<b>\$486,748.80</b>



**CITY OF SAN ANTONIO**  
**PURCHASING AND GENERAL SERVICES DEPARTMENT**

REQUEST FOR OFFER ("RFO") NO.:6100011197

SAFD-PURCHASE OF FIRST RESPONDER

UNITS

Date Issued: JUNE 3, 2019

**RESPONSES MUST BE RECEIVED NO LATER THAN: JUNE 4, 2019 10:00  
AM CENTRAL TIME**

Responses may be submitted by any of the following means:

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

Address for hard copy responses:

Physical Address:

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

Mailing Address:

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

For Hard Copy Submissions, Mark Envelope

"SAFD-PURCHASE OF FIRST RESPONDER  
UNITS"

Offer Due Date: 10:00 A.M CENTRAL TIME, JUNE 4, 2019

RFO No.: 6100011197

Offeror's Name and Address

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NO

DBE / ACDBE Requirements: NO

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

Pre-Submittal Conference \* NO

Staff Contact Person: STEPHANIE CRIOLLO, PROCUREMENT SPECIALIST III, P.O. Box 839966, San Antonio, TX  
78283-3966

Email: STEPHANIE.CRIOLLO@SANANTONIO.GOV

SBEDA Contact Information: Lucy Barbosa, 210-207-3922, Lucy.barbosa@sanantonio.gov

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## 003 - INSTRUCTIONS FOR OFFERORS

### Submission of Offers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

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

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

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

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

#### Pre-Submittal Conference.

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

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

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

#### Changes to RFO.

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

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

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

#### Preparation of Offers.

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

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

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

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

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

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

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

#### Estimated Quantities for Annual Contracts.

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

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

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

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

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

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

Rejection of Offers.

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

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

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

The offer is conditional; or

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

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

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

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

Evaluation and Award of Contract.

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

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

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

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

Prompt Payment Discount.

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

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

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

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

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

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

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

#### Certificate of Interested Parties (Form 1295)

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

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

[https://www.ethics.state.tx.us/whatsnew/af\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/af_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

**4.0 SCOPE:** The City of San Antonio is issuing a solicitation for to acquire six Fire First Responder trucks that will be used by Fire Command, Fire Squad, and EMS Command personnel:

- (3) Ram 2500, ¾ Ton Gas, Crew Cab, SRW 4x4 Long Bed Trucks w/ Camper
- (1) Ram 3500, 1 Ton Diesel, Crew Cab, SRW 4x4 Long Bed Trucks w/ Camper
- (1) Ram 3500, 1 Ton, Diesel, Crew Cab, SRW, 4x2 w/KUV Body

Also included are supplemental specifications for vehicle make-ready, including light bar, sirens, and console controls. This contract is for a turn-key complete vehicle with the specifications provided herein. This vehicle will be used exclusively by uniformed personnel for direct public safety initiatives.

**4.1 GENERAL CONDITIONS:** The following general conditions will apply to all items within this bid unless specifically excluded within any item.

4.1.1 City of San Antonio reserves the right to increase or decrease quantity of vehicles being purchased up to the production "cut-off" date submitted on the bid for the particular item, depending on availability of funds. Prices may not be increased during this period; however, the City should benefit from any price decrease. Additional units may be purchased on an "as needed" basis. Vendor is required to notify the City of all production "cut-off" dates necessary for order submission. Vehicles are to be year model 2018 or newer, provided the chassis has been manufactured within the last 12 months.

4.1.2 All components shall be new, unused, standard production model, and equipment is to be serviced in accordance with manufacturer's recommended pre-delivery check list, and ready for operation upon delivery, and shall include all manufacturers' standard equipment, unless otherwise specified or replaced herein. Equipment offered under the below listed specifications will be considered unacceptable if for any reason its long term availability on the U.S. Market or in the local area is in doubt.

4.1.3 All items bid must include the maximum standard manufacturer's warranty available, including both parts and labor, for all components and attachments. All warranties must be for a minimum period of twelve months. The warranty shall begin on the date the vehicle is placed in service, not on the delivery date. Vendor shall attach a copy of the manufacturer's warranty to Vendor's bid. City will notify Vendor by letter of the in-service date for each item by serial number. Such parts and service must be available within Bexar County from and by a factory authorized dealer. Bids submitted by dealers located outside Bexar County will include a signed agreement with a factory authorized dealer located within Bexar County, providing warranty, parts and service for items bid.

4.1.4 **Delivery:** All deliveries are to be made inside the City limits of San Antonio. Vendor must deliver equipment to the following address:

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

4.1.5 Delivery to a non-specified location will result in non-acceptance of the equipment by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS. Vehicles will be accepted 8:00 A.M. to 3:00 P.M. CST. Vehicles with more than 1000 miles accumulated on the odometer will not be accepted. All vehicles are required to have a full tank(s) when delivered to City specified location.

4.1.6 Vehicle will be anticipated for quick delivery and a short guaranteed delivery can be considered. Upon contract award, vendor shall provide written acknowledgement of order placement and supply copy of build sheet and guaranteed delivery date of completed unit. Understanding that build date may be influenced by outside forces, slight delay in delivery can be overlooked. A 30 day or longer delay may cause cancelation of order at ordering departments' discretion. Electrical wiring schematics that include lighting and air conditioning systems for body shall be provided at time of delivery. Electrical wiring schematics shall be provided in paper and electronic format.

4.1.7 **Literature and Equipment Manuals** – Vendor shall furnish four complete sets per vehicle type, of the following: Parts Manual, Maintenance Manual, Service Manual, and Operators Manual or CD ROM per model of all equipment, accessories, and components. Vendor shall furnish four complete sets of detailed literature and specifications of each vehicle type upon contract award.

- 4.1.8 Vehicles shall be delivered with dealer temporary license plates/tags, invoice with reference to the purchase order, State of Texas Vehicle Inspection Report in the glove box. A Manufacturer's Statement of Origin, vehicle weight slips, Incomplete Vehicle Certificates, and completed TX DMV form 130-U for vehicles with GVWR over 11,000lbs. Omission of any of these items shall delay payment and acceptance. Vehicles supplied with GVWR of 11,000 lbs. or less must include registration fees in final bid price; and coordinate exempt license plate application and registration with Building & Equipment prior to submission to the State of Texas and/or local tax assessor collector office.
- 4.1.9 All bodies and components in this bid must be installed in accordance with the appropriate complete Vehicle Data Manual. Certification of compliance must be posted on the left door post of the vehicle. Except for manufacturer's data plates (maximum 4" x 6"), vendor or manufacturer's identifying markings (decals and plates) shall not be applied to the vehicle or mounted components. Installation must be completed in compliance with Federal Motor Vehicle Department of Transportation Standards and Texas State Highway requirements. Installation of body and accessories on City furnished vehicles must be accomplished by drilling holes in the frame. Welding on or cutting of frame is **not** authorized forward of the rear spring hanger or support. Vendor is responsible for the relocation of any truck components to facilitate installation of the body and equipment. Such relocation must be included as part of the basic bid. No dealership nameplates, markings or decals will be permitted on the vehicle.
- 4.1.10 **Pre-Build/Final Inspection Meeting** - A meeting will be held with the fire department apparatus committee prior to start of any wiring or construction to review and clarify all installations. This will take place at a mutually agreed upon time. Once units are complete the vendor will schedule a final review of the vehicles prior to delivery. Final review will be performed within seven business days of notification as to not delay delivery.
- 4.1.11 **Convenience Features:** Vehicle shall be equipped with adjustable steering seats; intermittent wipers; automatic-off headlights, cruise control. Vehicle is to be equipped at the factory with air conditioning/Heater/defroster, (Maximum capacity cooling system offered by manufacturer), full headliner minimum OEM AM/FM radio, power steering, power ABS brakes, power windows, power door locks, power mirrors and manual tilt steering wheel. All units to be equipped with steering column mounted gear selector, unless otherwise specified. Unit shall have a **minimum three keyless remotes (fobs) and shall have a minimum of three sets of keys, unless vehicle utilizes a push button ignition system, then a minimum of three keyless remote fobs are required.**
- 4.1.12 Unit shall be equipped with safety equipment as required by the Federal Government. Shall MEET ALL SAFETY STANDARDS AND REQUIREMENTS
- 4.1.13 All accessories and equipment shall be OEM. All equipment provided must be rated by the manufacturer as low emission on all models available.
- 4.1.14 **Electrical:** Standard duty battery and minimum 150 amp alternator offered by manufacturer for model being bid must be included. All units to be equipped with oil pressure, water temperature, and volt or amp gauges.
- 4.1.15 Vehicle shall be equipped with OEM tinted glass.
- 4.1.16 Vehicle provided shall have a minimum of a driver's seat and one passenger seat, unless otherwise specified.
- 4.1.17 Vehicle shall have vinyl type bucket front to accommodate console and rear bench seat if applicable, along with rubber or carpet delete flooring, unless otherwise specified.
- 4.1.18 Spare tires required by the below listed specifications must be identical in manufacturer's tread design, ply rating (load range) etc., as those furnished on driving and steering axles, unless otherwise noted. Tires still under evaluation will not be acceptable.
- 4.1.19 **Exhaust:** Vehicle shall be equipped with stainless steel rear pipe with San Antonio Fire Department Plymovent adapter installed.

4.2	ITEM	QUANTITY	DESCRIPTION
	1	3	3/4 Ton Gas Four Door SRW 4x4 Long Bed Truck w/ Camper.

4.2.1 **ENGINE:** 8 cylinder or greater with a minimum of 360 HP

- 4.2.2 **GVWR:** Minimum 9,000 lbs
- 4.2.3 **TRANSMISSION/DRIVE:** Minimum 6 speed heavy-duty automatic with external oil cooler and column mounted gear selector; 4X4 drive train.
- 4.2.4 **SUSPENSION:** Heaviest duty available to include heavy duty shock absorbers, Independent struts with stabilization.
- 4.2.5 **DIMENSIONS:** Four Full door cab configuration. Pick-up box length shall be long bed design and a minimum of 96" inches. Wheelbase to be a minimum of 167". NO Center Console.
- 4.2.6 **BRAKES:** Equipped with 4-wheel automatic braking system, and front/rear disc brakes minimum.
- 4.2.7 **TIRES & WHEELS:** Tires to meet or exceed minimum gross vehicle weight rating of vehicle, all terrain design with full size matching spare tire and wheel. Jack Lug Wrench and all associated tools to be included.
- 4.2.8 **FUEL SYSTEM:** Fuel tank shall hold a minimum of 25 gallons of gasoline.
- 4.2.9 **MIRRORS:** OEM Standard type inside. Power mirrors outside, left and right, collapsible, below eye level type. Recreational swing or telescoping type. Largest available in model offered. Remote controlled from driver.
- 4.2.10 **CAMPER SHELL:** Cab high fiberglass camper shell. Large half slider side windows with expanded metal security screens for added security. Picture window in front of shell. Full lift rear door with dual gas shock struts and double "T" door handles. Unit shall have LED third brake light. Shell shall be painted to match color of truck. A.R.E truck cap model "V" series, or equal from LEER or Century is acceptable. One Whelen 3SRCCDCR , 12 volt, LED light mounted inside to the top/rear of the shell and wired to constant power source with circuit protection in lieu of camper shell interior light.
- 4.2.11 **TOW PACKAGE:** OEM Rear bumper tow package to include receiver hitch with 2" hitch opening, OEM in-cab mounted trailer brake controller and both a 4-way flat vehicle connector and 7-way round vehicle connector (Flat Pin). Meets or exceeds max rated capacities of vehicle.
- 4.2.12 **BACKUP CAMERA:** Integrated Back up camera shall be installed and shall be activated automatically when vehicle is placed in reverse. Screen shall be integrated into Rear View Mirror.
- 4.2.13 **CONVERSION OPTION:**
- 4.2.13.1 **PUSH BUMPER:** Black push bumper on front, Ranch Hand Part# PBC111BL1 (or approved equivalent with proposed substitute manufacturer's literature submitted with bid).
- 4.2.13.2 **BATTERY POWER:** Vehicle shall have 1 Blue Sea 20A Battery Link Battery Charger Model 7608 installed to dominant and auxiliary batteries. System shall be wired to duplex plug that is powered by external shore power on driver side near front of bed of truck. Provide one Optima N99D34MBLUE battery with White Rogers 200 amp solenoid, type installed in a 14" x14"x14" aluminum auxiliary box in center of floor in front of rear seat.
- 4.2.13.3 **SHORE POWER:** One Blue Sea Sure Eject 7851 should be installed on driver side of camper shell. This will power a duplex type 120 volt plug in the battery box for the Blue Sea Battery Charger to be powered from.
- 4.2.13.4 **EMERGENCY LIGHTING**
- 4.2.13.4. A LIGHTBAR** - Whelen Legacy TRIO 54" Lightbar  
(No Exceptions, pattern to be provided)
- 4.2.13.4. B FORWARD LIGHTING** - Two Whelen M6 (Red/Blue Split) forward facing on push bumper, Two Red Whelen Blue M4 (Pattern) on front push bumper at 45-degree angle and Two Whelen Red M4 facing side of vehicle (see picture).



**4.2.13.4. C SIDE WARNING** - Two Whelen WIONSM# EACH side (4 total), Blue with clear lense toward front of bed of truck and Red with clear lens towards rear of bed.

**4.2.13.4. D REAR WARNING** - One Whelen VTX609R and One Whelen VTX609B light in each tail light. Two WIONSMR located in top of shell rear opening and two WIONJ located in center of rear bumper. Exact location and placement to be approved by Fire Department representative upon award of contract.

**4.2.13.4. E FLASH PATTERN** - All M4 and M6 Solid color lights set to flash pattern #85 and split pattern set to pattern #41; lons set to flash pattern as directed by SAFD Apparatus Committee. All lenses to be clear with colored LEDs

**4.2.13.4. F SCENE LIGHTS** - Each side of camper shell shall have one FRC Spectra 900. Each shall be operated on independent switches. Exact location will be specified at the preconstruction conference.

4.2.13.5 **SIREN/SPEAKERS:** One SLSA1 200 Watt Siren with two Whelen SA315P Speakers mounted on front push bumper with a SAK1 speaker bracket.

4.2.13.6 **EQUIPMENT CONTROLLER:** One Whelen WEPC8R will be installed towards front of console towards driver side. Eight buttons will be set to control lights as laid out by SAFD.

4.2.13.7 **INTERIOR LIGHT:** One Whelen 3SRCCDCR (Red/White) will be installed in headliner over passenger seat with an activation switch on the center console.

4.2.13.8 **COMMUNICATION EQUIPMENT:** Vendor shall provide and install the following equipment:

- A) Two Harris MA/com Unity Mobile Radios, model # XG100M (remote head).
- B) Panorama Antenna, LP-IN1958-W, wireless N –MIMO cell, and GPS white.
- C) Data 911 with clam shell mount.
- D) Cradlepoint model 809.

4.2.13.5 **CONSOLE:** Vehicle shall be equipped with a FrazerBilt brand console, or approved aluminum equivalent, that provides a mounting location for emergency lighting and siren controls:

- A) Console shall be fuel length, six position, Crinkle Gray power coat kit #3360 or newest model available.
- B) It shall include C9 Siren mounting brackets, minimum 8 brackets.
- C) Console shall be mounted with Matte Black powder coat kit #3965.
- D) 1 - Stiffener: Console, Steel
- E) 1 - M-1225 Radio Panel
- F) 1 - Plate: Siren with LED, Crinkle Gray Powder Coat, Kit 3370, Cutout 5.937" x 2.438"
- G) 2 - Plate: Radio, Motorola XTL5000
- H) 1 - Plate: 2/3 Console Blank
- I) 1 - Plate: Single Blank Console, Crinkle Gray powder coat
- J) 3 – 12 volt cigarette style plugs

- 4.2.13.6 **INSTALLS:** All necessary wiring, looms, fuses and fasteners shall be included. Battery box will be located in center of rear floor board with wiring direct from battery charger and hot wired to chassis battery. Wiring diagram will be provided and must be followed including all solenoids and wiring junctions. All auxiliary equipment will be powered through BlueSea Junction box operated by toggle switch on front of console.
- 4.2.13.7 **GRAPHICS:** All graphics will be 3M Reflective or 3M Diamond grade vinyl. All graphics shall be presented either electronically or paper form and signed off by San Antonio Fire Department representative during preconstruction conference. Rear of vehicle shall be reverse chevron with Lemon Yellow and Ruby Red 3M Diamond grade vinyl.
- 4.2.13.8 **CONVERSION WARRANTY:** All conversion installations shall have 1-year warranty for parts and labor. Warranty for conversion must be within 50 miles of City Hall, or vendor provides transportation to and from vehicle location, or onsite technician for repairs at no cost to the City.
- 4.2.13.9 These vehicles are new additions to the City fleet and will be used as Fire Squad Trucks.

4.3.1	ITEM	QUANTITY	DESCRIPTION
	2	1	<b>1 Ton, Diesel, Crew, SRW 4x4 Long Bed Truck w/ Camper and Pull Out Bed. - White</b>
4.3.2	<b>ENGINE:</b> Diesel powered, 6 cylinder, engine with a minimum of 370 HP.		
4.3.3	<b>GVWR:</b> Minimum 11,300 lbs		
4.3.4	<b>TRANSMISSION/DRIVE:</b> Minimum 6 speed heavy-duty automatic shifter with external oil cooler and column mounted gear selector; 4X4 drive train.		
4.3.5	<b>SUSPENSION:</b> Heaviest duty available to include heavy duty shock absorbers, Independent struts with stabilization.		
4.3.6	<b>DIMENSIONS:</b> Four Full door, crew cab configuration. Pick-up box length shall be long bed design and a minimum of 96" inches. Wheelbase to be a minimum of 167".		
4.3.7	<b>BRAKES:</b> Equipped with 4-wheel automatic braking system, and front/rear disc brakes minimum.		
4.3.8	<b>TIRES &amp; WHEELS:</b> Tires to meet or exceed minimum gross vehicle weight rating of vehicle, all terrain design with full size matching spare tire and wheel. Jack Lug Wrench and all associated tools to be included.		
4.3.9	<b>FUEL SYSTEM:</b> Fuel tank shall hold a minimum of 30 gallons of low sulfur diesel.		
4.3.10	<b>MIRRORS:</b> OEM Standard type inside. Power mirrors outside, left and right, collapsible, below eye level type. Recreational swing or telescoping type. Largest available in model offered. Remote controlled from driver.		
4.3.11	<b>CAMPER SHELL:</b> Cab high fiberglass camper shell. Large half slider side windows with expanded metal security screens for added security. Picture window in front of shell with expanded metal screen for safety. Full lift rear door with dual gas shock struts and double "T" door handles. Unit shall have LED third brake light. Shell shall be painted to match color of truck. A.R.E truck cap model "V" series, or equal from LEER or Century is acceptable. One Whelen 3SRCCDCR 12 volt LED light mounted inside to the top/rear of the shell and wired to constant power source with circuit protection in lieu of camper shell interior light.		
4.3.12	<b>BED CONFIGURATION:</b> The pull-out bed shall be Extendo Bed model EB-1290 (NO EXCEPTION). Steel frame pull-out bed shall have minimum 5/8" plywood platform, 90" long x 48" wide with safety screen and a minimum W' upper plywood platform measuring 48" x 65 W' on 14" legs with 6" containment caging. Carrier shall be built of 1 W' x 1/8" steel angle, with 100% extension, 10 gauge steel mesh screen material. Unit shall have two minimum .080 aluminum diamond plate full extension drawers with divider that measure 63"x 23" with 6" caging. Each drawer shall be on 300 lbs. capacity slides with slam latches on both ends. Unit shall have narrow tool rack measuring 48" x 24 W' with middle shelves and containment caging and divider on top and side compartments. Ten bottle racks shall be provided for bottles that measure approximately 6" diameter x 24" long. Bottle racks shall be Rhino Lined on minimum 22 gauge steel and shall have 4" high fold-down gates for bottle containment. Unit shall have two dry erase tilt-out command boards that measure a minimum 24" wide x 22" high located on each side front of slide out. Total length of assembly shall be a maximum 94" and maximum total height of assembly shall be 33" with a total weight of		

approximately 700 lbs. Unit shall have approximately 98" of extension travel. Total load capacity shall be a minimum 1200 lbs. Unit shall have a heavy duty spring loaded lock assembly with lock points at approximately 12" to allow unit to be locked at various positions of travel for field work. When lock handle is released, the unit shall stop at the next lock point. A second pull handle shall be mounted on the front end of the cargo frame. Extendo Bed model EB-1290 or equal is acceptable. Substitute models are required to have supplemental drawings and literature submitted with bid for consideration as an authorized substitute.

4.3.13 **TOW PACKAGE:** OEM Rear bumper tow package to include receiver hitch with 2" hitch opening, OEM in-cab mounted trailer brake controller and both a 4-way flat vehicle connector and 7-way round vehicle connector (Flat Pin). Meets or exceeds max rated capacities of vehicle.

4.3.14 **BACKUP CAMERA:** Integrated Back up camera shall be installed and shall be activated automatically when vehicle is placed in reverse. Screen shall be integrated into Rear View Mirror. Vehicles shall also have proximity backup sensors activated when placed into reverse.

4.3.15 **CONVERSION OPTION:**

4.3.15.1 **PUSH BUMPER** - Black push bumper on front, Ranch Hand Part# PBC111BL1 (or approved equivalent with proposed substitute manufacturer's literature submitted with bid).

4.3.15.2 **BATTERY POWER** - Vehicle shall have 1 Blue Sea 20A Battery Link Battery Charger Model 7608 installed to dominant and auxiliary batteries. System shall be wired to duplex plug that is powered by external shore power on driver side near front of bed of truck. Provide one Optima N99D34MBLUE battery with White Rogers 200 amp solenoid, type installed in a 14" x14"x14" aluminum auxiliary box in center of floor in front of rear seat.

4.3.15.3 **SHORE POWER** - One Blue Sea Sure Eject 7851 should be installed on driver side of camper shell. This will power a duplex type 120 volt plug in the battery box for the BlueSea Battery Charger.

4.3.15.4 **EMERGENCY LIGHTING:**

4.3.15.4.A **LIGHTBAR** - Whelen Legacy TRIO 54" Lightbar (No Exceptions, pattern to be provided); Lightbar will have two segments forward and two segments rear facing that when activated will flash green.

4.3.15.4.B **FORWARD LIGHTING** - Two Whelen M6 (Red/Blue Split) forward facing on push bumper, Two Whelen Blue M4 (Pattern) on front push bumper at 45 degree angle and Two Whelen Red M4 facing side of vehicle (see picture).



4.3.15.4.C **SIDE WARNING** - Two Whelen WIONSM# EACH side (4 total), Blue with clear lense toward front of bed of truck and Red with clear lense towards rear of bed.

4.3.15.4.D **REAR WARNING** - One Whelen VTX609R and One Whelen VTX609B light in each tail light. Two WIONSMR located in top of shell rear opening and two WIONJ located in center of rear bumper. Exact location and placement to be approved by Fire Department representative upon award of contract.

4.3.15.4.E Flash Pattern - All M4 and M6 Solid color lights set to flash pattern #85 and split pattern set to pattern #41; Ions set to flash pattern as directed by SAFD Apparatus Committee. All lenses shall be clear with colored LEDs

4.3.15.4.F SCENE LIGHTS - Each side of camper shell shall have one FRC Spectra 900. Each shall be operated on independent switches. Exact location will be specified at the preconstruction conference.

4.3.15.4.G SIREN/SPEAKERS - One SLSA1 200 Watt Siren with two Whelen SA315P Speakers mounted on front push bumper with a SAK1 speaker bracket.

4.3.15.4.H Equipment Controller - One Whelen WEPC8R will be installed towards front of console towards driver side. Eight buttons will be set to control lights as laid out by SAFD.

4.3.15.4.I INTERIOR LIGHT - One Whelen 3SRCCDCR (Red/White) will be installed in headliner over passenger seat with an activation switch on the center console.

4.3.15.5 COMMUNICATION EQUIPMENT - Vendor shall provide and install the following equipment:

- A) Two Harris MA/com Unity Mobile Radios, model # XG100M (remote head).
- B) Panorama Antenna, LP-IN1958-W, wireless N –MIMO cell, and GPS white.
- C) Data 911 M9 with clam shell mount.
- D) Cisco modem model 809

4.3.15.6 CONSOLE - Vehicle shall be equipped with an aluminum FrazerBilt brand console, or approved aluminum equivalent, that provides a mounting location for emergency lighting and siren controls:

- A) Console shall be fuel length, six position, Crinkle Gray power coat kit #3360 or newest model available.
- B) It shall include C9 Siren mounting brackets, minimum 8 brackets.
- C) Console shall be mounted with Matte Black powder coat kit #3965.
- D) 1 - Stiffener: Console, Steel
- E) 1 - M-1225 Radio Panel
- F) 1 - Plate: Siren with LED, Crinkle Gray Powder Coat, Kit 3370, Cutout 5.937" x 2.438"
- G) - Plate: Radio, Motorola XTL5000
- H) 1 - Plate: 2/3 Console Blank
- I) 1 - Plate: Single Blank Console, Crinkle Gray powder coat
- J) – 12 volt cigarette style plugs

4.3.15.7 INSTALLS - All necessary wiring, looms, fuses and fasteners shall be included. Battery box will be located in center of rear floor board with wiring direct from battery charger and hot wired to chassis battery. Wiring diagram will be provided and must be followed including all solenoids and wiring junctions. All auxiliary equipment will be powered through BlueSea Junction box operated by toggle switch on front of console.

4.3.15.7 GRAPHICS - All graphics will be 3M Reflective or 3M Diamond grade vinyl. All graphics shall be presented either electronically or paper form and signed off by San Antonio Fire Department representative during preconstruction conference. Rear of vehicle shall be reverse chevron with lemon yellow and ruby red diamond grade 3M vinyl.

4.3.15.8 CONVERSION WARRANTY: All conversion installations shall have 1-year warranty for parts and labor. Warranty for conversion must be within 50 miles of City Hall, or vendor provides transportation to and from vehicle location, or onsite technician for repairs at no cost to the City.

4.3.16 This vehicle is being purchased to replace #8585 that is used as a Fire Command Vehicle.

4.4 ITEM	QUANTITY	DESCRIPTION
3	1	1 Ton, Diesel, Crew Cab, SRW, 4x2 w/KUV Body - White

4.4.1 **ENGINE:** Diesel powered, 6 cylinder, engine with a minimum of 370 HP.

4.4.2 **GVWR:** Minimum 11,300 lbs

- 4.4.3 **TRANSMISSION/DRIVE:** Minimum 6 speed heavy-duty automatic shifter with external oil cooler and column mounted gear selector; 4X4 drive train.
- 4.4.4 **SUSPENSION:** Heaviest duty available to include heavy duty shock absorbers, Independent struts with stabilization.
- 4.4.5 **DIMENSIONS:** Four Full door, crew cab configuration. Wheelbase to be a minimum of 167".
- 4.4.6 **BRAKES:** Equipped with 4-wheel automatic braking system, and front/rear disc brakes minimum.
- 4.4.7 **TIRES & WHEELS:** Tires to meet or exceed minimum gross vehicle weight rating of vehicle, all terrain design with full size matching spare tire and wheel. Jack Lug Wrench and all associated tools to be included.
- 4.4.8 **FUEL SYSTEM:** Fuel tank shall hold a minimum of 30 gallons of low sulfur diesel.
- 4.4.9 **MIRRORS:** OEM Standard type inside. Power mirrors outside, left and right, collapsible, below eye level type. Recreational swing or telescoping type. Largest available in model offered. Remote controlled from driver.
- 4.4.10 **KUV BODY:** Service body shall be enclosed walk in type low profile, with two rear doors. Entire body shell shall be minimum fourteen (14) gauge two-sided A,40 galvanneal steel painted to match cab and chassis. Shell must be coated with corrosion protection prime paint. All door and compartment seals must protect compartment contents from weather.
- 4.4.10.1 **KUV BODY DIMENSIONS:** Body Length minimum of 107" inches. Body Height will be 62" inches. Body Width minimum of 78" inches.
- 4.4.10.2 **KUV COMPARTMENTS:** Compartments for each, curbside and street side will be as follows:
- A) 1- front vertical compartment.
  - B) 1- horizontal compartment.
  - C) 1 - rear vertical compartment.
- 4.4.10.3 **KUV MISCELLANEOUS ITEMS:** (The following items will be included)
- A) Two (2) adjustable divider shelves, street and curb side front vertical compartments (all compartments ahead of horizontal).
  - B) One (1) adjustable divider shelf, street and curb side rear vertical compartments (all compartments behind horizontal).
  - C) One (1) adjustable divider shelf, curb side horizontal compartment.
  - D) Two (2) full length shelves each side in interior of body (one on top of compartment and one fixed shelf in roof).
  - E) Stainless rivet less rotary slam latches on all side doors with double spring over center door retainers on all vertical doors.
  - F) Double panel rear doors with stainless rivet less latch with **NO GLASS** in rear doors.
  - G) Two (2) rear access doors with stainless rivet less latches on upper roof structure.
  - H) 9" x 30" glass window with guard in front bulkhead.
  - I) All body doors shall have Knapheide Power Locks system integrated into the truck (chassis) lock system operated by a single FOB.
  - J) Complete flush mounted light kit with all required lights and 2 interior dome lights with guards.
  - K) Tread plate step bumper.
  - L) One (1) Rear 8" crossover convex mirror mounted street side.
  - M) All latches to be rotary style, paddle-activated.
  - N) Turn signals, parking and brake lights to be L.E.D. type lights in place of incandescent
  - O) Each compartment shall have LED type compartment lights that are activated with door open OR chassis switch light
- 4.4.11 **TOW PACKAGE:** OEM Rear bumper tow package to include receiver hitch with 2" hitch opening, OEM in-cab mounted trailer brake controller and both a 4-way flat vehicle connector and 7-way round vehicle connector (Flat Pin). Meets or exceeds max rated capacities of vehicle.

4.4.12 **BACKUP CAMERA:** Integrated Back up camera shall be installed and shall be activated automatically when vehicle is placed in reverse. Screen shall be integrated into Rear View Mirror. Vehicles shall also have proximity backup sensors activated when placed into reverse.

4.4.13 **CONVERSION OPTION:**

4.4.13.1 **PUSH BUMPER** - Black push bumper on front, Ranch Hand Part# PBC111BL1 (or approved equivalent with proposed substitute manufacturer's literature submitted with bid).

4.4.13.2 **BATTERY POWER** - Vehicle shall have 1 Blue Sea 20A Battery Link Battery Charger Model 7608 installed to dominant and auxiliary batteries. System shall be wired to duplex plug that is powered by external shore power on driver side near front of bed of truck. Provide one Optima N99D34MBLUE battery with White Rogers 200 amp solenoid, type installed in a 14" x14"x14" aluminum auxiliary box in center of floor in front of rear seat.

4.4.13.3 **SHORE POWER** - One Blue Sea Sure Eject 7851 should be installed on driver side of camper shell. This will power a duplex type 120 volt plug in the battery box for the Genius Battery Charger to be powered from.

4.4.13.4 **EMERGENCY LIGHTING:**

4.4.13.4.A **LIGHTBAR** - Whelen Legacy TRIO 54" Lightbar (No Exceptions, pattern to be provided). Lightbar will have two segments forward and two segments rear facing that when activated will flash green.

4.4.13.4.B **FORWARD LIGHTING** - Two Whelen M6 (Red/Blue Split) forward facing on push bumper, Two Red Whelen Blue M4 (Pattern) on front push bumper at 45 degree angle and Two Whelen Red M4 facing side of vehicle (see picture).



4.4.13.4.C **SIDE WARNING** - Two Whelen WIONSM# EACH side (4 total), Blue with clear lense toward front of bed of truck and Red with clear lens towards rear of bed.

4.4.13.4.D **REAR WARNING** - One Whelen VTX609R and One Whelen VTX609B light in each tail light. Two WIONSMR located in top of shell rear opening and two WIONJ located in center of rear bumper. Exact location and placement to be approved by Fire Department representative upon award of contract.

4.4.13.4.E **Flash Pattern** - All M4 and M6 Solid color lights set to flash pattern #85 and split pattern set to pattern #41; Ions set to flash pattern as directed by SAFD Apparatus Committee

4.4.13.4.F **SCENE LIGHTS** - Each side of KUV shall have one FRC Spectra 900. Each shall be operated on independent switches. Exact location will be specified at the preconstruction conference.

4.4.13.4.G **SIREN/SPEAKERS** - One SLA1 200 Watt Siren with two Whelen SA315P Speakers mounted on front push bumper with a SAK1 speaker bracket.

**4.4.13.4.H Equipment Controller** - One Whelen WEPC8R will be installed towards front of console towards driver side. Eight buttons will be set to control lights as laid out by SAFD.

**4.4.13.4.I INTERIOR LIGHT** - One Whelen 3SRCCDCR (Red/White) will be installed in headliner over center console with an activation switch on the center console.

**4.4.14.5 COMMUNICATION EQUIPMENT** - Vendor shall provide and install the following equipment:

- A) Two Harris MA/com Unity Mobile Radios, model # XG100M (remote head).
- B) Panorama Antenna, LP-IN1958-W, wireless N –MIMO cell, and GPS white.
- C) Data 911 M9 with clam shell mount.
- D) Cisco modem model 809

**4.4.14.6 CONSOLE** - Vehicle shall be equipped with an aluminum FrazerBilt brand console, or approved aluminum equivalent, that provides a mounting location for emergency lighting and siren controls:

- A) Console shall be full length, six position, Crinkle Gray power coat kit #3360 or newest model available.
- B) It shall include C9 Siren mounting brackets, minimum 8 brackets.
- C) Console shall be mounted with Matte Black powder coat kit #3965.
- D) 1 - Stiffener: Console, Steel
- E) 1 - M-1225 Radio Panel
- F) 1 - Plate: Siren with LED, Crinkle Gray Powder Coat, Kit 3370, Cutout 5.937" x 2.438"
- G) 2 - Plate: Radio, Motorola XTL5000
- H) 1 - Plate: 2/3 Console Blank
- I) 1 - Plate: Single Blank Console, Crinkle Gray powder coat
- J) 3 - 12 volt cigarette style plugs

**4.4.14.7 INSTALLS** - All necessary wiring, looms, fuses and fasteners shall be included. Battery box will be located in center of rear floor board with wiring direct from battery charger and hot wired to chassis battery. Wiring diagram will be provided and must be followed including all solenoids and wiring junctions. All auxiliary equipment will be powered through BlueSea Junction box operated by toggle switch on front of console.

**4.4.14.8 GRAPHICS** - All graphics will be 3M Reflective or 3M Diamond grade vinyl. All graphics shall be presented either electronically or paper form and signed off by San Antonio Fire Department representative during preconstruction conference. Rear of vehicle shall be reverse chevron with lemon yellow and ruby red diamond grade 3M vinyl.

**4.3.14.9 CONVERSION WARRANTY** - All conversion installations shall have 1-year warranty for parts and labor. Warranty for conversion must be within 50 miles of City Hall, or vendor provides transportation to and from vehicle location, or onsite technician for repairs at no cost to the City.

4.3.15 This vehicle is being purchased as an addition to the City fleet that will be used by the EMS Command personnel.

## 005 – SUPPLEMENTAL TERMS & CONDITIONS

### Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or date specified in the award letter if this contract does not exceed \$50,000. This contract shall terminate upon completion of all work described herein or delivery of all goods ordered, as applicable.

### Cooperative Contract Provisions.

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

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

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

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

Exhibit I – All applicable terms and conditions of the Cooperative Purchasing HGAC CONTRACT through AM10-16.

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

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

### Warranty.

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

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

### All Or None Bid.

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

### **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 "Purchase of First Responder Units" 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:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$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/Advertising Injury d. Contractual Liability	For Bodily Injury and Property Damage \$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.

### **INDEMNIFICATION**

**CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the 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 the CITY directly or indirectly arising out of, resulting from or related to CONTRACTOR' activities under this Agreement, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, contractor 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.**

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 the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR' activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at CONTRACTOR's cost. The 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.

Incorporation of Attachments.

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

Attachment A – PRICE SCHEDULE

Attachment B – VETERAN OWNED SMALL BUSINESS TRACKING FORM

Attachment C – LOCAL PREFERENCE PROGRAM TRACKING FORM

## 006 – GENERAL TERMS & CONDITIONS

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

### Delivery of Goods/Services.

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

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

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

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

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

### Invoicing and Payment.

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

### Information Required On Invoice.

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

### Payment by City.

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

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

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

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

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

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

#### Termination.

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

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

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

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

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

#### **INDEMNIFICATION.**

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

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

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

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

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

#### Records Retention.

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

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

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

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

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

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

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

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

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

Prohibition on Contracts with Companies Boycotting Israel

Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

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

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

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

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

**007 – SIGNATURE PAGE**

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

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

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

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

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

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

Offeror Information

Please Print or Type

Vendor ID No. \_\_\_\_\_

Signer's Name \_\_\_\_\_

Name of Business \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Email Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

City's Solicitation No. \_\_\_\_\_

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Signature of Person Authorized to Sign Offer

## 008 – STANDARD DEFINITIONS

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

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

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

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

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

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

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

Director – the Director of City’s Purchasing & General Services Department, or Director’s designee.

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

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

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

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

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

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

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

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

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

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

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

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

009 – ATTACHMENTS

ATTACHMENT A-PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1	3	3/4 Ton Gas Four Door SRW 4x4 Long Bed Truck w/ Camper.

PRICE EACH : \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_

YEAR, MAKE & MODEL OFFERED: \_\_\_\_\_

SPECIFIC MAKE & MODEL OF ENGINE OFFERED (INCLUDE SAE NET HP):

\_\_\_\_\_

WARRANTY:

\_\_\_\_\_

AUTHORIZED WARRANTY SERVICE PROVIDER FACILITY NAME & ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

PRODUCTION CUT-OFF DATE: \_\_\_\_\_

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT

MISSING THE PRODUCTION CUT OFF DATE: \_\_\_\_\_

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

ITEM	QUANTITY	DESCRIPTION
2	1	1 Ton, Diesel, Crew, SRW 4x4 Long Bed Truck w/ Camper and Pull Out Bed. - White

PRICE EACH : \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_

YEAR, MAKE & MODEL OFFERED: \_\_\_\_\_

SPECIFIC MAKE & MODEL OF ENGINE OFFERED (INCLUDE SAE NET HP):

\_\_\_\_\_

WARRANTY:

\_\_\_\_\_

AUTHORIZED WARRANTY SERVICE PROVIDER FACILITY NAME & ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

ITEM	QUANTITY	DESCRIPTION
3	1	1 Ton, Diesel, Crew Cab, SRW, 4x2 w/KUV Body - White.

PRICE EACH : \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_

YEAR, MAKE & MODEL OFFERED: \_\_\_\_\_

SPECIFIC MAKE & MODEL OF ENGINE OFFERED (INCLUDE SAE NET HP):

\_\_\_\_\_

WARRANTY:

\_\_\_\_\_

AUTHORIZED WARRANTY SERVICE PROVIDER FACILITY NAME & ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

PRODUCTION CUT-OFF DATE: \_\_\_\_\_

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT

MISSING THE PRODUCTION CUT OFF DATE: \_\_\_\_\_.

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

ITEM	QUANTITY	DESCRIPTION
4	1	BuyBoard Fee

PRICE EACH : \$ \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

Prompt Payment Discount: \_\_\_\_\_% \_\_\_\_\_days. (If no discount is offered, Net 30 will apply.)

Delivery will be made within \_\_\_\_\_calendar days after receipt of purchase order.



007 – SIGNATURE PAGE

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

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

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

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

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

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

Offeror Information

Please Print or Type

Vendor ID No.

Signer's Name

Name of Business

Street Address

City, State, Zip Code

Email Address

Telephone No.

Fax No.

City's Solicitation No.

A Glen Ancelle  
Cow Boy Motor Co  
1305 Hwy. 96 Bypass  
Silsbee, Texas 77656  
gancelle.cowboyfleet@gmail.com  
409-880-9191  
409-895-3884  
6100011197

  
Signature of Person Authorized to Sign Offer

009 – ATTACHMENTS

ATTACHMENT A-PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1	3	3/4 Ton Gas Four Door SRW 4x4 Long Bed Truck w/ Camper.

PRICE EACH: \$ 74776.26 TOTAL \$ 224328.78

YEAR, MAKE & MODEL OFFERED: 2019 Dodge 3/4 Ton Crew Cab 4x4

SPECIFIC MAKE & MODEL OF ENGINE OFFERED (INCLUDE SAE NET HP):

Dodge 6.7L I6 Cummins Diesel

WARRANTY:

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

AUTHORIZED WARRANTY SERVICE PROVIDER FACILITY NAME & ADDRESS:

Local Dealer

PRODUCTION CUT-OFF DATE: 6-26-19

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT

MISSING THE PRODUCTION CUT OFF DATE: 6-26-19 or Sooner

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

ITEM	QUANTITY	DESCRIPTION
2	1	1 Ton, Diesel, Crew, SRW 4x4 Long Bed Truck w/ Camper and Pull Out Bed. - White

PRICE EACH: \$ 90295.54 TOTAL \$ 90295.54

YEAR, MAKE & MODEL OFFERED: 2019 Dodge 1 Ton Crew Cab 4x4

SPECIFIC MAKE & MODEL OF ENGINE OFFERED (INCLUDE SAE NET HP):

Dodge 6.7L I6 Cummings Diesel

WARRANTY:

36mo / 36,000 Bumper To Bumper 5yr / 100,000 PowerTrain

AUTHORIZED WARRANTY SERVICE PROVIDER FACILITY NAME & ADDRESS:

Local Dealer

ITEM	QUANTITY	DESCRIPTION
3	1	1 Ton, Diesel, Crew Cab, SRW, 4x2 w/KUV Body - White.

PRICE EACH: \$96948.22 TOTAL \$ 96948.22

YEAR, MAKE & MODEL OFFERED: 2019 Dodge 1 Ton Crew Cab w/KUV 4x2

SPECIFIC MAKE & MODEL OF ENGINE OFFERED (INCLUDE SAE NET HP):

Dodge 6.7L I6 Cummings Diesel

WARRANTY:

3yr / 36,000 Bumper To Bumper 5yr / 100,000 PowerTrain

AUTHORIZED WARRANTY SERVICE PROVIDER FACILITY NAME & ADDRESS:

Local Dealer

PRODUCTION CUT-OFF DATE: 6-26-19

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT

MISSING THE PRODUCTION CUT OFF DATE: 6-26-19 OR Sooner

BID PRICES SHALL REMAIN FIRM FOR ALL ORDERS PLACED PRIOR TO THIS CUT OFF DATE. IN THE EVENT THAT CITY DOES NOT AWARD A CONTRACT PRIOR TO PRODUCTION CUT OFF DATE, CAN BIDDER PROVIDE BID ITEMS, AT THE BID PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF DATE? NO

ITEM	QUANTITY	DESCRIPTION
4	1	BuyBoard Fee

PRICE EACH : \$ 400

TOTAL \$ 400

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

Delivery will be made within 120-160 calendar days after receipt of purchase order.



**ADDENDUM I**

**SUBJECT:** Request for Offer ("RFO") No.: 6100011197, "SAFD-Purchase of First Responder Units", Scheduled to Open: June 4, 2019; Date of Issue: June 3, 2019

**FROM:** Paul J. Calapa  
Procurement Administrator

**DATE:** June 7, 2019

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. I - TO THE ABOVE REFERENCED FORMAL REQUEST FOR OFFER (RFO)**

**THE ABOVE MENTIONED RFO IS HEREBY AMENDED AS FOLLOWS:**

1. **CHANGED TO READ:** Section 004-SPECIFICATIONS/SCOPE OF SERVICES, 4.0 SCOPE: The City of San Antonio is issuing a solicitation to acquire six Fire First Responder trucks that will be used by Fire Command, Fire Squad, and EMS Command Personnel:

- (4) Ram 2500, ¾ Ton Gas, Crew Cab, SRW 4x4 Long Bed Trucks w/ Camper
- (1) Ram 3500, 1 Ton, Diesel, Crew Cab, SRW 4x4 Long Bed Trucks w/ Camper
- (1) Ram 3500, 1 Ton, Diesel, Crew Cab, SRW, 4x2 w/KUV Body

2. **CHANGED TO READ:** Section 004-SPECIFICATIONS/SCOPE OF SERVICES, subsection 4.2 is revised to read as follows:

4.2 ITEM	QUANTITY	DESCRIPTION
1	4	<b>3/4 Ton Gas Four Full Door SRW 4x4 Long Bed Truck w/ Camper.</b>

3. **CHANGED TO READ:** Section 009-ATTACHMENTS, ATTACHMENT A-PRICE SCHEDULE is hereby revised to reduce the quantity from 4 to 3 as follows:

ITEM	QUANTITY	DESCRIPTION
1	4	<b>3/4 Ton Gas Four Full Door SRW 4x4 Long Bed Truck w/ Camper.</b>

The total dollar amount of \$224,328.78 is hereby increased by the corresponding price per unit \$74,776.26 to a revised total dollar amount of \$299,105.04.

  
Paul J. Calapa  
Procurement Administrator  
Finance Department – Purchasing Division

**\*ACKNOWLEDGED AND AGREED\***

Date 6/7/19  
Company Name Moore Chrysler Dodge Jeep Ram  
Address 1305 Hwy 96 Bypass  
City/State/Zip Code Silsbee TX 77656

Signature 