

ORDINANCE 2019-06-20-0534

**APPROVING CONTRACTS WITH LAKE COUNTRY CHEVROLET AND GUNN CHEVROLET LTD FOR THE PURCHASE OF POLICE PURSUIT VEHICLES FOR AN ESTIMATED TOTAL COST OF \$3,909,284.25 ANNUALLY; AND A CONTRACT WITH SILSBEE FORD FOR POLICE INTERCEPTOR UTILITY VEHICLES FOR AN ESTIMATED TOTAL COST OF \$11,892,960.00 OVER A THREE YEAR PERIOD. FUNDING IS AVAILABLE IN THE EQUIPMENT RENEWAL AND REPLACEMENT FUND.**

\* \* \* \* \*

**WHEREAS**, this ordinance approves the following contracts: (A) contracts with Lake Country Chevrolet and Gunn Chevrolet LTD for the purchase of pursuit vehicles for an estimated total cost of \$3,909,284.25 annually; and (B) a contract with Silsbee Ford for police interceptor utility vehicles for an estimated total cost of \$11,892,960.00 over a three year period; and

**WHEREAS**, offers were submitted by Lake Country Chevrolet (Item 1) and Gunn Chevrolet LTD. (Item 2) to provide the City of San Antonio with police pursuit vehicles for an estimated total cost of \$3,909,284.25 annually; and

**WHEREAS**, the offer for police pursuit vehicles submitted by Gunn Chevrolet LTD. (Item 2), a City Business as defined by the City's Local Preference Program, is within 3 percent of the lowest offer, which was from Caldwell Country Chevrolet, an offeror which is not a City Business; and

**WHEREAS**, an offer was submitted by Silsbee Ford to provide the City of San Antonio with police patrol inceptor utility vehicles for an estimated total cost of \$11,892,960.00 over a three year period; and

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

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

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

**SECTION 1.** The following offers to furnish the City with vehicles on an annual basis as shown on the attached bid tabulation sheets are hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements: (A) Lake Country Chevrolet and Gunn Chevrolet LTD for the purchase of police pursuit vehicles for an estimated total cost of \$3,909,284.25 annually; and (B) Silsbee Ford for police interceptor utility vehicles for an estimated total cost of \$11,892,960.00 over a three year period. The bid tabulations and contracts are attached hereto and incorporated herein for all purposes as **Exhibit I.**

**SECTION 2.** It is found and declared that, pursuant to the City's Local Preference Program, passed by ordinance number 2013-03-21-0167 and as amended by ordinance number 2014-11-13-0923, Gunn Chevrolet LTD. (Item 2), a City Business, is entitled to award.


**SECTION 3.** Funding for this ordinance in the amount of \$740,278.00 is available in Fund 72001000, Cost Center 3503200001 and General Ledger 5709080 as part of the Fiscal Year 2019 budget. Additional funding is contingent upon City Council approval of subsequent budgets within the terms of the contracts.

**SECTION 4.** Funds will be encumbered upon issuance of purchase orders, and payment is authorized to the vendors identified herein. All expenditures will be in accordance with the Fiscal Year 2019 budget, and such other appropriations necessary to fund the contracts through their terms as evidenced by subsequent ordinances.

**SECTION 5.** 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.

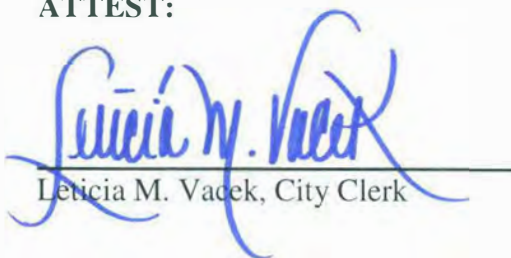
**SECTION 6.** This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage.

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



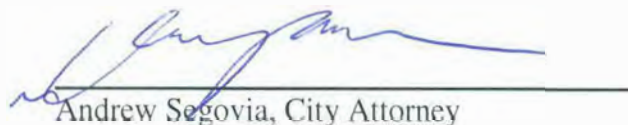
M A Y O R  
Ron Nirenberg

**ATTEST:**



Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**



Andrew Segovia, City Attorney

<b>Agenda Item:</b>	<b>8 ( 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>
<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 contracts with Lake Country Chevrolet and Gunn Chevrolet Ltd for the purchase of Police Pursuit Vehicles for an estimated total cost of \$3,909,284.25 annually; and with Silsbee Ford for Police Interceptor Utility Vehicles for an estimated total cost of \$11,892,960.00 over a three year period. Funding is available in the Equipment Renewal and Replacement Fund. [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. 8

# Exhibit I



## City of San Antonio Bid Tabulation

## Exhibit I

Opened: May 6, 2019 For: Annual Contract For Tahoe, Police Pursuit Vehicles 6100011477 LD			<b>Non Local</b> Lake Country Chevrolet 2152 N. Wheeler Jasper, TX 75951 409-880-9191	<b>Local</b> Gunn Chevrolet LTD. 16550 IH 35 N Selma, TX 78154 210-599-5000	<b>Non-Local</b> Caldwell Country Chevrolet PO Box 27 Caldwell, TX 77836
Item	Description	Estimated Annual Quantity			
1	Police Pursuit Tahoe SUV – Black & White: Base Vehicle Price Each: Total: Percentage between lowest responsive bid and local bid: Price Differential:  Year, Make & Model Offered:  Engine Offered: Transmission Offered: Vehicle Warranty:  Warranty Service Provider Facility Name: Warranty Service Provider Facility Address:  Delivery:  Month of Production Cut-off Date: Last month order can be placed without missing cut-off date: Can bidder provide bid items after cut-off date:	102	  \$32,348.00 \$3,299,496.00   2020 Chevrolet Tahoe  5.3L V8 10 Spd. Auto 36 mo/36,000 Bumper to Bumper 5yrs/100,000 Powertrain  Local Dealer Local Dealer  90-120 Days  Sept, 15, 2019 or before Sept, 15, 2019 or before  No	  \$34,394.90 \$3,508,279.80 6.3%  \$208,783.80  2020 Chevrolet Tahoe 9C1  5.3L L83, V8 GM MYC 6 Spd AT 3 yr or 36000K BTB 5yr or 100,000 Powertrain  Gunn Chevrolet 16550 IH 35 N, Selma, TX 78154  180 Days + After 6/24 Start of Production 6/24 ? Start Taking Orders 5/9 ?  No	  \$32,745.00 \$3,339,990.00   2020 Chevrolet Tahoe PPV CC15706  5.3 L - V8 (L83) GM 6 Spd Automatic (MYC) GM 3 Yr/36,000 Miles  Alamo City Chevrolet 9400 San Pedro, San Antonio, TX 78216  120 Days  January 2020 Sept. 15, 2019 Appx or Until GM cuts-off orders  No
4.3.28.1	Setina Cargo Barrier Part# PK0123TAH152ND Setina part# for applicable model supplied:	102	\$297.00 Set. PK0123TAH152ND	\$495.12	\$430.00 Setina Cargo Barrier PK0123TAH152ND
4.3.28.2	<b>Sub Total:</b> Setina Prisoner Barrier Part# PK1152TAH15 Horizontal Sliding: Setina part# for applicable model supplied:	102	<b>\$30,294.00</b> \$597.00 Set. PK1152TAH15	\$860.42	\$745.00 Setina Prisoner Barrier PK1152TAH15 Horizontal Sliding
4.3.28.3	<b>Sub Total:</b> Setina Push Bumper Part# PB-400 Black: Setina part# for applicable model supplied:	102	<b>\$60,894.00</b> \$271.00 Set. BK0534TAH15	\$465.46	\$375.00 Setina Push Bumper Black PB-400
4.3.29.4	<b>Sub Total:</b> Flasher System Headlamps and Tail Lamps (6J7):	102	<b>\$27,642.00</b> \$136.00	\$440.00, when placing ordered must be ordered from factory	\$433.00
	<b>Sub Total:</b>		<b>\$13,872.00</b>		

# City of San Antonio Bid Tabulation

Opened: May 6, 2019 For: Annual Contract For Tahoe, Police Pursuit Vehicles 6100011477			LD		
			<b>Non Local</b> Lake Country Chevrolet 2152 N. Wheeler Jasper, TX 75951 409-880-9191	<b>Local</b> Gunn Chevrolet LTD. 16550 IH 35 N Selma, TX 78154 210-599-5000	<b>Non-Local</b> Caldwell Country Chevrolet PO Box 27 Caldwell, TX 77836
Item	Description	Estimated Annual Quantity			
2	Police Pursuit Tahoe SUV – OEM One Color: Vehicle Price Each:  Total: Percentage between lowest responsive bid and local bid: Price Differential:  Year, Make & Model Offered:  Engine Offered: Transmission Offered: Vehicle Warranty:  Warranty Service Provider Facility Name: Warranty Service Provider Facility Address:  Delivery:  Month of Production Cut-off Date: Last month order can be placed without missing cut-off date: Can bidder provide bid items after cut-off date:  Payment Terms:  Total:	15	\$31,842.00  \$477,630.00  2020 Chevrolet Tahoe 5.3L V8 10 Spd. Auto 36 mo/36,000 Bumper to Bumper 5yrs/100,000 Powertrain Local Dealer 90-120 Days Sept, 15th, 2019 or before No Net 30 \$3,777,126.00	31782.00 + 23.75 = \$31,805.75 \$477,086.25 1.2% \$5,711.25 2020 9C1 Chevrolet Tahoe L83, 5.3L, V8 GM MYC, 6 Spd Automatic 3 yr or 36000K BTB 5yr or 100,000 Powertrain Gunn Chevrolet 16550 IH 35 N, Selma, TX 78154 180 Days + After 6/24 Start of Production 6/24 ? Can order starting 5/9 No Net 30 \$3,985,366.05	\$31,425.00  \$471,375.00  2020 Chevrolet Tahoe PPV CC15706 5.3 L - V8 (L83) GM 6 Spd Automatic (MYC) GM 3 Yr/36,000 Miles Alamo City Chevrolet 9400 San Pedro, San Antonio, TX 78216 120 Days January 2020 September 15, 2019 Appx or Until GM cuts-off orders No Net 30 \$3,811,365.00
<b>Total Award:</b>			<b>\$3,432,198.00</b>	<b>\$477,086.25</b>	

**City of San Antonio Bid Tabulation**

Opened: April 19, 2019 For: Annual Contract For Police Patrol Ford Interceptor Utility Vehicles 6100011357			LD	<b>Non-Local</b>		<b>Non-Local</b>	
				Silsbee Ford		Rockdale Country Ford	
				1211 U.S. Hwy 96 N.		PO Box 72	
Item	Description	Estimated Annual Quantity		Silsbee, TX 77656 409-880-9191		Rockdale, TX 76567	
1	Ford Explorer Police Interceptor Utility Vehicles:	120					
	Price Each:			\$32,332.00		\$32,475.00	
	Total:			\$3,879,840.00		\$3,897,000.00	
	Year, Make & Model Offered:			2020 Ford Interceptor SUV		2020 Ford Police Interceptor SUV K8A	
	Engine Offered:			3.3L V6		3.3 L - V6	
	Transmission Offered:			10 - Spd Auto		10 Speed Automatic	
	Vehicle Warranty:			36 mo/36,000 Bumper to Bumper 5yrs/100,000 Powertrain		3 Yr/36,000 Miles	
	Warranty Service Provider Facility Name:			Local Dealer		Red McCombs Ford	
	Warranty Service Provider Facility Address:			Local Dealer		8333 IH-10 West, San Antonio, TX 78230	
	Delivery:			120 Days		150 Days	
	Month of Production Cut-off Date:			5-30-20		April 2020	
	Last month order can be placed without missing cut-off date:			5-30-20		April 2020	
	Can bidder provide bid items after cut-off date:			No		Yes	
4.3.29.1	Setina Push Bumper	1		\$331.00		\$390.00	
	Setina part# for applicable model supplied:			Set. BK05341TU20		Setina PB400 (BK05341TU20PB8)	
4.3.29.2	Setina Prisoner Barrier Part# 10XL Horizontal Sliding:	1		\$650.00		\$799.00	
	Setina part# for applicable model supplied:			Set. PK11291TU20		Setina 10XL (PK11301TU20)	
4.3.29.3	Troy Cargo Barrier, Part# TP-FDFX-R:	1		\$360.00		\$716.00	
	Troy part# for applicable model supplied:			TSM. TP-FDUV20-R		Troy TP-FDFX-R	
4.3.29.4	Front Headlamp Lighting Solution (66A pre-installed wigwag lighting solution):	1		\$513.00		\$840.00	
4.3.29.5	Taillamp Lighting Solution (66B pre-installed wigwag lighting solution):	1		\$191.00		\$400.00	
4.3.29.6	Interior Upgrade – Carpet floors, cloth rear seating, front center console with storage compartments and air rest:	1		\$389.00		\$370.00	
4.3.30.1	Single Color Vehicle Manufacturer's Shadow Black (Deduct):	1		-\$505.00		-\$600.00	
4.3.30.2	Single Color Vehicle Manufacturer's Oxford White (Deduct):	1		-\$515.00		-\$600.00	
4.3.30.3	4.3.30.3 Single Color Vehicle Manufacturer's Standard Other Available Colors (Deduct):	1		-\$525.00		-\$600.00	
4.3.30.4	Remove hand pillar spotlight from base vehicle and receive credit against total cost of the base vehicle. (Deduct):	1		-\$389.00		-\$350.00	
4.3.30.5	Police Interceptor badge plate deleted from base vehicle:	1		\$21.00		N/C	
4.3.30.6	Optima Yellow Top Deep Cycle battery with cold cranking amps @ 0 minimum of 750, cranking amps @ 32 minimum of 870, with a Reserve minimum of 120:	1		\$195.00		\$180.00	

**City of San Antonio Bid Tabulation**

Opened: April 19, 2019 For: Annual Contract For Police Patrol Ford Interceptor Utility Vehicles 6100011357			LD	<b>Non-Local</b>	<b>Non-Local</b>
				Silsbee Ford 1211 U.S. Hwy 96 N.	Rockdale Country Ford PO Box 72
Item	Description	Estimated Annual Quantity		Silsbee, TX 77656 409-880-9191	Rockdale, TX 76567
2	Hybrid Ford Explorer Interceptor Utility Vehicles:	120			
	Price Each:			\$35,561.00	\$35,640.00
	Total:			\$4,267,320.00	\$4,276,800.00
	Year, Make & Model Offered:			2020 Ford Interceptor SUV	2020 Ford Police Interceptor SVV K8A
	Engine Offered:			3.3L Hybrid	3.3L Hybrid
	Transmission Offered:			10 - Spd Auto	10 Spd Mod Hybrid
	Vehicle Warranty:			36 mo/36,000 Bumper to Bumper 5yrs/100,000 Powertrain	3 Yr/36,000 Miles
	Warranty Service Provider Facility Name:			Local Dealer	Red McCombs Ford
	Warranty Service Provider Facility Address:			Local Dealer	8333 IH-10 West, San Antonio, TX 78230
	Delivery:			120 Days	150 Days
	Month of Production Cut-off Date:			5-20-20	April 2020
	Last month order can be placed without missing cut-off date:			5-30-20	April 2020
	Can bidder provide bid items after cut-off date:			No	Yes
4.4.29.1	Setina Push Bumper Setina part# for applicable model supplied:	1		\$331.00 Set. BK05341TU20	\$390.00 Setina PB400 (BK05341TU20PB8)
4.4.29.2	Setina Prisoner Barrier Part# 10XL Horizontal Sliding: Setina part# for applicable model supplied:	1		\$650.00 Set. PK11291TU20	\$799.00 Setina 10XL (PK11301TU20)
4.4.29.3	Troy Cargo Barrier, Part# TP-FDFX-R: Troy part# for applicable model supplied:	1		\$360.00 TSM. TP-FDUV20-R	\$716.00 Troy TP-FDFX-R
4.4.29.4	Front Headlamp Lighting Solution (66A pre-installed wigwag lighting solution):	1		\$513.00	\$840.00
4.4.29.5	Taillamp Lighting Solution (66B pre-installed wigwag lighting solution):	1		\$191.00	\$400.00
4.4.29.6	Interior Upgrade – Carpet floors, cloth rear seating, front center console with storage compartments and air rest:	1		\$389.00	\$370.00
4.4.30.1	Single Color Vehicle Manufacturer's Shadow Black (Deduct):	1		-\$505.00	-\$600.00
4.4.30.2	Single Color Vehicle Manufacturer's Oxford White (Deduct):	1		-\$515.00	-\$600.00
4.4.30.3	4.3.30.3 Single Color Vehicle Manufacturer's Standard Other Available Colors (Deduct):	1		-\$525.00	-\$600.00
4.4.30.4	Remove hand pillar spotlight from base vehicle and receive credit against total cost of the base vehicle. (Deduct):	1		-\$389.00	-\$350.00
4.4.30.5	Police Interceptor badge plate deleted from base vehicle:	1		\$21.00	N/C
4.4.30.6	Optima Yellow Top Deep Cycle battery with cold cranking amps @ 0 minimum of 750, cranking amps @ 32 minimum of 870, with a Reserve minimum of 120:	1		\$195.00	\$130.00
	Payment Terms:			Net 30	Net 30
	Total:				
	Total Award:				



**CITY OF SAN ANTONIO**  
**Finance Department, Purchasing Division**

**ORIGINAL**

REQUEST FOR OFFER ("RFO") NO.: 6100011477

**ANNUAL CONTRACT FOR TAHOE, POLICE PURSUIT VEHICLES**

Date Issued: APRIL 17, 2019

**RESPONSES MUST BE RECEIVED NO LATER THAN:**  
**10:00 AM, CENTRAL TIME, MAY 6, 2019**

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:

Finance Department,  
Purchasing Division  
Riverview Tower  
111 Soledad, Fifth Floor, Suite 500  
San Antonio, Texas 78205

Mailing Address:

Finance Department  
Purchasing Division  
P.O. Box 839966  
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"ANNUAL CONTRACT FOR TAHOE, POLICE PURSUIT VEHICLES"

Offer Due Date: 10:00 A.M., CENTRAL TIME, MAY 6, 2019

RFO No.: 6100011477

Offeror's Name and Address

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: None

DBE / ACDBE Requirements: None

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

Pre-Submittal Conference \* YES

\* If YES, the Pre-Submittal conference will be held on April 23, 2019 at 10:00 AM at the City of San Antonio, Southeast Service Center, Building 1, Gate 1, Rm A133, 1318 SE Loop 410, San Antonio, TX 78222.

Staff Contact Person:

LD MCGARITY, PROCUREMENT SPECIALIST,  
P.O. Box 839966,  
San Antonio, TX 78283-3966

Email: [ld.mcgarity@sanantonio.gov](mailto:ld.mcgarity@sanantonio.gov)

Phone Number: 210-207-2078

Fax Number: 210-207-4360



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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 2 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:

[https://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm)

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

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

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

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

If delivering by hand, deliver to:

Office of the City Clerk  
c/o Municipal Archives and Records Facility  
719 S. Santa Rosa Ave.  
San Antonio, Texas 78204-3114

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, Chapter 46 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

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

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

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

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

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

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

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

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

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

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

## 004 - SPECIFICATIONS / SCOPE OF SERVICES

- 4.1** SCOPE: The City of San Antonio is soliciting bids to provide an annual contract for the purchase of approximately 117 Tahoe Police Pursuit Vehicles to be used for the San Antonio Police Department and the policing divisions of Park & Recreation and Aviation Departments. Approximately 102 vehicles shall be painted black and white, and approximately 15 vehicles shall be a dark solid OEM color. Vehicles shall be year model 2019 or newer. There shall be an total estimated annual quantity of 117 vehicle purchases until **December 31, 2019**, the City could purchase up to an total estimated 150 vehicles during the period.
- 4.2** GENERAL CONDITIONS: The following general conditions will apply to all items within this bid unless specifically excluded within any item.
- 4.2.1** Equipment shall be manufacturer's latest design, standard production model and shall have been manufactured within the last 12 months from the date of delivery to City. All components shall be installed new, unused, and shall be manufacturer's standard equipment unless otherwise specified or replaced herein. Equipment is to be inspected, serviced, and adjusted in accordance with manufacturer's recommended pre-delivery checklist, and ready for operation upon delivery. Manufacturer's Statement of Origin (MSO) showing manufacture within the last 12 calendar months, and completed pre-delivery checklists will be required at delivery. Equipment offered under the below listed specifications will be considered unacceptable if, for any reason, the equipment's, or major component's, long term availability on the U.S. market, or in the local area, is in doubt. All equipment will conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, subassemblies and component parts to be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid.
- 4.2.2** Equipment must include the maximum standard manufacturer's warranty on all components, with parts and service included. All components, parts and service shall include, as a minimum, a one year warranty. All warranty times shall start the date the vehicle is placed in service as determined by the City, not on the delivery date. The dealer will be notified by letter of the in-service date of each vehicle by serial number. Bidder shall fully explain the warranty by attaching separate, authenticated correspondence or entering such information in the remarks section of this bid. Warranty, reliability, and replacement captive parts costs and availability shall be a consideration in award of this bid. Warranty parts and service must be available within 50 mile radius of San Antonio City Hall from and by a factory-authorized dealer (NO EXCEPTIONS ). In the event that a unit purchased from a vendor requires transportation outside of Bexar County for a repair covered under warranty, that vendor shall be responsible for paying for all cost associated with the transportation to and from the warranty repair facility. If the vendor chooses to travel to inspect the unit to determine if the repair needed is covered under warranty, all expenses shall be paid for by the vendor. All warranty repairs must be completed within three (3) business days from the date equipment is delivered to the vendor unless otherwise approved by the appropriate City of San Antonio BESD Fleet Operations Manager or designate. Bidders must certify that all repairs needed after the warranty period will be available within 50 mile radius of San Antonio City Hall.
- 4.2.3** DELIVERY - All deliveries are to be made inside the City limits of San Antonio. Vendor must deliver equipment to the following address:
- City of San Antonio,  
Southeast Service Center, Building 6, Gate 5  
1318 SE Loop 410,  
San Antonio, TX 78222  
Attn: Acquisitions
- Delivery to a non-specified location will result in non-acceptance of the equipment by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS. Vehicles will be accepted 8:00 A.M. to 3:00 P.M. CST. Class 1 and 2 vehicles shall have a maximum of 500 miles on the vehicle odometer, or shall not be accepted. All vehicles are required to have a full tank(s) when delivered to City specified location.
- 4.2.4** Literature and Equipment Manuals – The supplier shall furnish (2) complete sets per vehicle type, of the following: Parts Manual, Maintenance Manual, Service Manual, and Operators Manual, or (4) USB drives, or on-line access to said items. The supplier shall furnish (2) complete sets of detailed literature and specifications of each vehicle type upon contract award.
- 4.2.5** Training – The City may require operational and maintenance training for equipment. If so, training shall be provided by a qualified instructor and conducted at a designated City facility. The City will not pay any cost



incurred by the successful bidder in providing training. Training shall be provided no later than 30 days after the City takes delivery and accepts the new equipment at the specified City facility. Unless otherwise specified, training shall consist of a minimum (1) eight hour day. Payment for new equipment will not be made to successful bidder until training is completed. Operator training shall be coordinated with Fleet Operations staff. For equipment requiring more complex operation the City may require job site operational training that could last multiple days to assure proper machine operation.

- 4.2.6 DEMONSTRATIONS** – The City may request, from selected vendors, a demonstration of proposed equipment. The City is under no obligation to demo all products proposed by vendors. If a demonstration is required, the City's Fleet Operations Manager will contact the vendor to schedule the product demonstration. This request will be considered an integral part of the bid process. Failure to comply may result in the bid being deemed nonresponsive, and therefore, not considered for award. Upon request, the vendor shall have a minimum of five (5) working days to provide and deliver the equipment to a location specified by City for the demonstration. The vendor shall make the equipment available for a minimum of five (5) working days at City's location, but not to exceed ten (10) working days.
- 4.2.7 EVALUATION** – In the event that a demonstration is required, the equipment will be evaluated to determine if the unit meets the minimum bid specifications at the City's discretion.
- 4.2.8** All prices will be quoted F.O.B., designated City of San Antonio facility. All bids should include complete manufacturer's specifications for each model being bid.
- 4.2.9** Units shall be equipped with OEM, or equal, warning and shut down systems for low oil pressure and or high coolant temperature at a minimum. This requirement applies to all bid line items.
- 4.2.10** Vehicles shall be delivered with dealer temporary license plates/tags, invoice with reference to the purchase order, State of Texas Vehicle Inspection Report in the glove box, Manufacturer's Statement of Origin, vehicle weight slips, Incomplete Vehicle Certificates, and completed TX DMV form 130-U. Omission of any of these items shall delay payment and acceptance. **Vehicles supplied with GVWR of 11,000 lbs. or less must include registration fees in final bid price; 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.**
- 4.2.11** All bodies and components in this bid will be installed in accordance with the appropriate complete Vehicle Data Manual. Certification of compliance will 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) will not be applied to the vehicle or mounted components. Installation will 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 will be accomplished by drilling holes in the frame. Welding on or cutting of frame is not authorized forward of the rear spring hanger or support. Bidders will be responsible for the relocation of any 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 vehicles.
- 4.2.12** All vehicles are 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 and heated mirrors, manual tilt steering wheel and power windows and door locks. Convenience Features: Vehicle shall be equipped with adjustable seats; intermittent wipers, cruise control. All lighting shall be LED where available.
- 4.2.13** All units shall be equipped with safety equipment as required by the Federal Government. All units shall **MEET ALL SAFETY STANDARDS AND REQUIREMENTS.**
- 4.2.14** Any diesel engine being bid must conform to latest NOx EPA and GHG emission standard in effect at the time of offer. Vendor must supply a copy of the latest Emissions Certificate of Conformity for the vehicles bid. Only engines using selective catalytic reduction (SCR) technology will be accepted.
- 4.2.15** All vehicles provided shall be equipped with OEM tinted glass.

4.3	ITEM	ESTIMATED ANNUAL QUANTITY	DESCRIPTION
	1	102	Police Pursuit Tahoe SUV – Black & White

**BASE VEHICLE SPECIFICATIONS:**

- 4.3.1 **ENGINE:** Vehicle shall be a high performance gasoline powered V-8, 5.3L engine, with minimum 26 gallon tank.
- 4.3.2 **WHEELBASE:** Vehicle wheelbase shall be approximately one hundred twelve inches (116").
- 4.3.3 **ALTERNATOR:** The alternator shall be a minimum 170 amp alternator with manufacturer standard idle boost (radio suppressed).
- 4.3.4 **ELECTRICAL:** The standard 9C1 electrical system shall be provided with a 170 amp for front auxiliary power and 100 amp auxiliary power at rear; batteries shall be standard OEM supply.
- 4.3.5 **DRIVE:** The drive-train shall be rear wheel drive (RWD).
- 4.3.6 **BRAKES:** The anti-lock brake system shall be the latest production heavy duty, largest available, minimum disc front. The rear disc shall be with Vacuum Boost Power Assist or proven equal function.
- 4.3.7 **RADIATOR:** Maximum duty radiator system includes radiator shroud and maximum heavy-duty fan clutch; or dual electric fans and coolant recovery system.
- 4.3.8 **STEERING:** Vehicle shall have power steering, with external oil cooler.
- 4.3.9 **SUSPENSION:** Vehicle shall be supplied with the heaviest duty police rated front suspension, to include heavy duty shock absorbers, independent struts with stabilization.
- 4.3.10 **TRANSMISSION:** Heavy duty automatic transmission shall have a minimum 6 speed/overdrive with external oil cooler in addition to radiator cooling. Transmission shall have first gear lockout and may be electrically controlled. The shift lever shall be steering column mounted.
- 4.3.11 **AXLES:** Vehicle shall be supplied with a rear axle that is positive traction, limited slip differential.
- 4.3.12 **WHEELS & TIRES:** Tires shall be minimum P265/60R17H all season Blackwall "V" rated or proven equal. Center style hub caps to be included.
- 4.3.13 **VEHICLE FEATURES:** Factory installed fresh air type heater, defroster, and air conditioning front and rear (standard non-automatic temperature control model). Factory installed minimum AM/FM radio, with clock. Vehicle shall be supplied with a padded dash, driver's side air bag, day-night rear view mirror and remote control left and right outside mirrors, largest available on production police vehicles. Restraining belts to conform to D.O.T. regulations and must include retracting device on outside seat belts to preclude belts from hanging outside of car when not in use. ON STAR DELETED.
- 4.3.14 **INSTRUMENTATION:** Speedometer and odometer to be calibrated before delivery within a plus or minus 3% accuracy. Speedometer to have a minimum range of 0-120 MPH in maximum 2 MPH increments. Vehicle shall also include water temperature, oil pressure, and volt or ammeter gauges.
- 4.3.15 **WINDSHIELD WASHER SYSTEM:** Vehicle shall be provided with multi-speed intermittent electric windshield wipers.
- 4.3.16 **SEATING:** Front area seating shall have left and right door arm rests. Front seating shall have a five (5) passenger seating to have 40/20/40 front seats, with 20% seat delete front center (9U3); and second row 60/40 split folding bench option (5T5). Seating material shall be vinyl with rubber flooring throughout vehicle.
- 4.3.17 **FLOORING:** Heavy duty rubber floor covering, front and rear.



- 4.3.18 LOCKS:** Rear door locks and handles shall be inoperative at rear door but operate from the driver position (6N6). Rear doors can only be opened by the outside. Rear door window switches shall be inoperative and only operate from the driver position (6N5).
- 4.3.19 WINDOWS:** All windows shall have factory installed tinted glass.
- 4.3.20 CABIN AIR FILTER:** Vehicle shall have a dry type air cleaner.
- 4.3.21 OIL FILTER:** Vehicle shall be equipped with a spin on type engine oil filter.
- 4.3.22 COLORS:** Exterior vehicle color shall be painted manufacturers gloss black:
- 4.3.22.1** Vehicle shall have the roof and all four doors shall be painted the manufacturer's gloss bright white that is 1/4" from window edge and have a clean edge at door interior. Paint splatters and uneven paint edge lines shall be returned for correction.
  - 4.3.22.2** Interior color to be black. City shall provide photos with the purchase order to demonstrate two color paint scheme, which Vendor shall match.
- 4.3.23 SURVEILLANCE LIGHTING (DARK FEATURE):** Disable all automatic interior and exterior lighting (delete daytime running lamps and automatic headlamps – 9G8) for manual control only as needed for efficient surveillance. Glove box shall have courtesy lighting disengaged for same surveillance purposes
- 4.3.24 KEY COMMON –** Each Tahoe supplied under this contract shall be keyed the same with five (5) keys provided for each vehicle. The key code shall be supplied upon order.
- 4.3.25 SPOT LIGHT –** Vehicle shall be equipped with a left hand pillar-mounted, separately fused left hand spot lamp. Installation shall not interfere with the roof rail air bag deployment in the event of a crash (7X6). Spot lamp shall use H3 halogen bulbs, 100 watt, 12 volt, 245,000 candle power.
- 4.3.26 SAFETY FEATURES:** Vehicle safety features shall include the following at minimum:
- 4.3.26.1** Padded dash and driver's side air bag,
  - 4.3.26.2** Hands free capability for cellular phone use.
  - 4.3.26.3** Rear back up camera with image viewed on standard 4.2" diagonal Driver Information Center
  - 4.3.26.4** Reverse sensing system.
- 4.3.27 UPFITTING AIDS:** Vendor shall order from the factory blunt-cut ends for post-delivery upfitting to use wiring circuit for grill lamps and siren speakers (6J3). Control wires from in-line connector in forward lamp harness will be used for 3<sup>rd</sup> party upfitter provided grill lamps and speaker. The wiring provision shall come with a minimum of 5' harness coiled underneath the instrument panel on the passenger side. The wiring circuits are routed from under the instrument panel to a 1' coil secured to the area behind the grille. There shall be four 16-gauge wires for connecting to the grille lamps and siren speaker.
- 4.3.28 ADDITIONAL OPTIONS:** these items shall be included in the standard patrol vehicle.
- 4.3.28.1** Setina Cargo Barrier Part# PK0123TAH152ND
  - 4.3.28.2** Setina Prisoner Barrier Part# PK1152TAH15 Horizontal Sliding
  - 4.3.28.3** Setina Push Bumper Part# PB-400 Black
  - 4.3.28.4** Flasher System Headlamps and Tail Lamps (6J7) - Vehicle shall come equipped with high beam flashing modes, rear lamp flashing via the Body Control Module and control wire for 3<sup>rd</sup> party upfitter furnished switching to turn the module on and off. The flasher control wire is part of the blunt-cut upfitter harness coiled under the instrument panel in the front passenger side foot well. The flashing module is located on the rear edge of the right hand upper radiator support. (6J7)
- 4.3.29** Vehicles shall be supplied with Exempt license plates.

4.4	ITEM	ESTIMATED ANNUAL QUANTITY	DESCRIPTION
	2	15	Police Pursuit Tahoe SUV – OEM One Color

**BASE VEHICLE SPECIFICATIONS:**

- 4.4.1 **ENGINE:** Vehicle shall be a high performance gasoline powered V-8, 5.3L engine, with minimum 26 gallon tank.
- 4.4.2 **WHEELBASE:** Vehicle wheelbase shall be approximately one hundred twelve inches (116").
- 4.4.3 **ALTERNATOR:** The alternator shall be a minimum 170 amp alternator with manufacturer standard idle boost (radio suppressed).
- 4.4.4 **ELECTRICAL:** The standard 9C1 electrical system shall be provided with a 170 amp for front auxiliary power and 100 amp auxiliary power at rear; batteries shall be standard OEM supply.
- 4.4.5. **DRIVE:** The drive-train shall be rear wheel drive (RWD).
- 4.4.6 **BRAKES:** The anti-lock brake system shall be the latest production heavy duty, largest available, minimum disc front. The rear disc shall be with Vacuum Boost Power Assist or proven equal function.
- 4.4.7 **RADIATOR:** Maximum duty radiator system includes radiator shroud and maximum heavy-duty fan clutch; or dual electric fans and coolant recovery system.
- 4.4.8 **STEERING:** Vehicle shall have power steering, with external oil cooler.
- 4.4.9 **SUSPENSION:** Vehicle shall be supplied with the heaviest duty police rated front suspension, to include heavy duty shock absorbers, independent struts with stabilization.
- 4.4.10 **TRANSMISSION:** Heavy duty automatic transmission shall have a minimum 6 speed/overdrive with external oil cooler in addition to radiator cooling. Transmission shall have first gear lockout and may be electrically controlled. The shift lever shall be steering column mounted.
- 4.4.11 **AXLES:** Vehicle shall be supplied with a rear axle that is positive traction, limited slip differential.
- 4.4.12 **WHEELS & TIRES:** Tires shall be minimum P265/60R17H all season. Wheels shall be aluminum with full size hub caps.
- 4.4.13 **VEHICLE FEATURES:** Factory installed fresh air type heater, defroster, and air conditioning front and rear (standard non-automatic temperature control model). Factory installed minimum AM/FM radio, with clock. Vehicle shall be supplied with a padded dash, driver's side air bag, day-night rear view mirror and remote control left and right outside mirrors, largest available on production police vehicles. Restraining belts to conform to D.O.T. regulations and must include retracting device on outside seat belts to preclude belts from hanging outside of car when not in use. ON STAR DELETED.
- 4.4.14 **INSTRUMENTATION:** Speedometer and odometer to be calibrated before delivery within a plus or minus 3% accuracy. Speedometer to have a minimum range of 0-120 MPH in maximum 2 MPH increments. Vehicle shall also include water temperature, oil pressure, and volt or ammeter gauges.
- 4.4.15 **WINDSHIELD WASHER SYSTEM:** Vehicle shall be provided with multi-speed intermittent electric windshield wipers.
- 4.4.16 **SEATING:** Front area seating shall have left and right door arm rests. Front seating shall have a five (5) passenger seating to have 40/20/40 front seats, with 20% seat delete front center (9U3); and second row 60/40 split folding bench option (5T5). Seating shall be dark cloth.
- 4.4.17 **FLOORING:** Carpet flooring with coordinated floor mats.
- 4.4.18 **REAR CONTROLS:** Vehicle shall come with operable door and window controls that can be controlled by either rear passenger or the driver.
- 4.4.19 **WINDOWS:** All windows shall have factory installed tinted glass.

- 4.4.20 CABIN AIR FILTER:** Vehicle shall have a dry type air cleaner.
- 4.4.21 OIL FILTER:** Vehicle shall be equipped with a spin on type engine oil filter.
- 4.4.22 COLORS:** Vehicle supplied shall have a solid OEM one color exterior:
- 4.4.22.1** Silver Ice Metallic
  - 4.4.22.2** Satin Steel Metallic
  - 4.4.22.3** Shadow Grey Metallic
  - 4.4.22.4** Pepperdust Metallic
  - 4.4.22.5** Black
  - 4.4.22.6** Summit White
  - 4.4.22.7** Blue Velvet Metallic
- 4.4.23 SURVEILLANCE LIGHTING (DARK FEATURE):** Disable all automatic interior and exterior lighting (delete daytime running lamps and automatic headlamps – 9G8) for manual control only as needed for efficient surveillance. Glove box shall have courtesy lighting disengaged for same surveillance purposes
- 4.4.24 KEY COMMON –** Each Tahoe supplied under this contract shall be keyed the same with five (5) keys provided for each vehicle. The key code shall be supplied upon order.
- 4.4.25 SAFETY FEATURES:** Vehicle safety features shall include the following at minimum:
- 4.4.25.1** Padded dash and driver's side air bag,
  - 4.4.25.2** Hands free capability for cellular phone use.
  - 4.4.25.3** Rear back up camera with image viewed on standard 4.2" diagonal Driver Information Center
  - 4.4.25.4** Reverse sensing system.
- 4.4.26 UPFITTING AIDS:** Vendor shall order from the factory blunt-cut ends for post-delivery upfitting to use wiring circuit for grill lamps and siren speakers (6J3). Control wires from in-line connector in forward lamp harness will be used for 3<sup>rd</sup> party upfitter provided grill lamps and speaker. The wiring provision shall come with a minimum of 5' harness coiled underneath the instrument panel on the passenger side. The wiring circuits are routed from under the instrument panel to a 1' coil secured to the area behind the grille. There shall be four 16-guage wires for connecting to the grille lamps and siren speaker.
- 4.4.27 Flasher System for the Headlamps and Tail Lamps (6J7) -** Vehicle shall come equipped with high beam flashing modes, rear lamp flashing via the Body Control Module and control wire for 3<sup>rd</sup> party upfitter furnished switching to turn the module on and off. The flasher control wire is part of the blunt-cut upfitter harness coiled under the instrument panel in the front passenger side foot well. The flashing module is located on the rear edge of the right hand upper radiator support. (6J7)
- 4.4.28** Vehicles shall be supplied with Regular Exempt license plates that is reserved for Public Safety Vehicles.



## 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, and terminate on **DECEMBER 31, 2019**.

### Liquidated Damages for Delay:

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

### Change Orders.

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

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

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

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

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

### Warranty.

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

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

### Insurance.

Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department - Purchasing Division, which shall be clearly labeled "ANNUAL CONTRACT FOR TAHOE, POLICE PURSUIT VEHICLES" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies

of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Finance Department - Purchasing Division. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

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

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

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. 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 <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence

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

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

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

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

Name City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with City, with the exception of the workers' compensation and professional liability policies;



Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where City is an additional insured shown on the policy;

Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of City; and

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

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

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

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

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

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

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

#### Incorporation of Attachments.

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

Attachment A – Price Schedule

Attachment B – City of San Antonio Local Preference Program Forms

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

## 006 - GENERAL TERMS & CONDITIONS

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

### Delivery of Goods/Services.

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

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

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

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

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

### Invoicing and Payment.

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

### Information Required On Invoice.

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

### Payment by City.

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



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

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

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

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

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

#### **Termination.**

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

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

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

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

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

#### **INDEMNIFICATION.**

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

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

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

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

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

#### Records Retention.

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

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

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

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



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

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

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

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

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

As a party to this contract, Vendor understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

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

**Prohibition on Contracts with Companies Boycotting Israel**

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

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

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

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.



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

**CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS PROHIBITED.** Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Vendor hereby certifies that it is not identified on such a list. City hereby relies on Vendor's certification. If found to be false, or if Vendor is identified on said list during the course of its contract with City, City may terminate the Contract for material breach.

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

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

**Entire Agreement.** This contract, including City's final electronically posted online version, together with its authorizing ordinance, and its price schedule(s), attachments, 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: A. Glen Angelle.  
Name of Business: Lake Country Chevrolet  
Street Address: 2152 N. Wheeler  
City, State, Zip Code: Jasper, Texas 75951  
Email Address: gangelles.cowboyflaet@gmail.com  
Telephone No.: 409-880-9191  
Fax No.: 409-895-3884  
City's Solicitation No.: 6100011477

  
Signature of Person Authorized to Sign Offer

## 008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



009 - ATTACHMENTS

Attachment A

PRICE SCHEDULE

Local Preference Program (LPP) Ordinance

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

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

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

ITEMS PRICING

ITEM	ESTIMATED ANNUAL QUANTITY	DESCRIPTION
1	102	Police Pursuit Tahoe SUV – Black & White

BASE VEHICLE PRICE EACH: \$ 32348.00

TOTAL: \$ 3299496.00

YEAR, MAKE & MODEL OFFERED:

2020 Chevrolet Tahoe

ENGINE OFFERED:

5.3L V8

TRANSMISSION OFFERED:

10 spd. Auto

VEHICLE WARRANTY:

36mo/36,000 Bumper to Bumper 5yr/100,000 Power Train

WARRANTY SERVICE PROVIDER FACILITY NAME:

Local Dealer

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

Local Dealer

DELIVERY WILL BE MADE WITHIN 90-120 CALENDAR DAYS AFTER ISSUANCE OF PURCHASE ORDER.

MONTH OF PRODUCTION CUT-OFF DATE: Sept, 15, 2019 or Before.

INDICATE THE LAST MONTH THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: Sept, 15 2019 or Before.

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? (YES/NO)  
NO

Additional Options to Base Vehicle: Listed here are additional options that may be added to the base vehicle for an additional fee.

ITEM 1: 4.3.28.1 Setina Cargo Barrier Part# PK0123TAH152ND

PRICE EACH: \$ 297<sup>00</sup>

Setina part# for applicable model supplied:

SET. PK0123TAH152ND

ITEM 1: 4.3.28.2 Setina Prisoner Barrier Part# PK1152TAH15 Horizontal Sliding

PRICE EACH: \$ 597<sup>00</sup>

Setina part# for applicable model supplied:

SET. PK1152TAH15

ITEM 1: 4.3.28.3 Setina Push Bumper Part# PB-400 Black

PRICE EACH: \$ 271

Setina part# for applicable model supplied:

SET. BK0534TAH15

ITEM 1: 4.3.28.4 Flasher System Headlamps and Tail Lamps (6J7)

PRICE EACH: \$ 136.

ITEM	ESTIMATED ANNUAL QUANTITY	DESCRIPTION
2	15	Police Pursuit Tahoe SUV – OEM One Color

VEHICLE PRICE EACH: \$ 31842<sup>00</sup>

TOTAL: \$ 477630.00

YEAR, MAKE & MODEL OFFERED:

2020 Chevrolet Tahoe

ENGINE OFFERED:

5.3L V8

TRANSMISSION OFFERED:

10 spd Auto

VEHICLE WARRANTY:

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

WARRANTY SERVICE PROVIDER FACILITY NAME:

Local Dealer

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

Local Dealer

DELIVERY WILL BE MADE WITHIN 90-120 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

MONTH OF PRODUCTION CUT-OFF DATE: Sept 15<sup>th</sup> 2019 or Before

INDICATE THE LAST MONTH THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: Sept 15<sup>th</sup> 2019 or Before

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? (YES/NO)  
NO

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





## City of San Antonio

### ADDENDUM I

**SUBJECT:** Formal Request For Offer (RFO) 6100011477 Annual Contract for Tahoe, Police Pursuit Vehicles scheduled to open May 2, 2019 date of issue April 17, 2019.

**DATE:** April 30, 2019

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

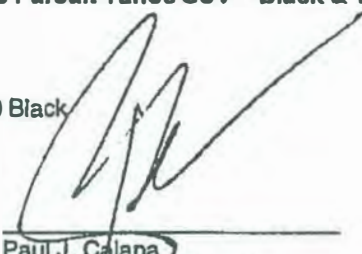
1. **THE OFFER OPENING DATE IS EXTENDED TO MAY 6, 2019 10:00 A.M. CENTRAL TIME.**
2. **IFB Document Section 009 – ATTACHMENTS, Attachment A**

### **PRICE SCHEDULE**

<b>ITEM</b>	<b>ESTIMATED ANNUAL QUANTITY</b>	<b>DESCRIPTION</b>
1	102	Police Pursuit Tahoe SUV – Black & White

**Changed to read:**

**ITEM 1:** 4.3.28.3 Selina Push Bumper Part# PB-400 Black

  
Paul J. Calapa  
Purchasing Administrator  
Finance Department, Purchasing Division



Finance Department, Purchasing Division  
PO Box 839966 • San Antonio, TX 78283-3966 • Tel: 210-207-7260



**CITY OF SAN ANTONIO**  
**Finance Department, Purchasing Division**

**ORIGINAL**

REQUEST FOR OFFER ("RFO") NO.: 6100011477

**ANNUAL CONTRACT FOR TAHOE, POLICE PURSUIT VEHICLES**

Date Issued: APRIL 17, 2019

**RESPONSES MUST BE RECEIVED NO LATER THAN:**  
**10:00 AM, CENTRAL TIME, MAY 6, 2019**

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:

Finance Department,  
Purchasing Division  
Riverview Tower  
111 Soledad, Fifth Floor, Suite 500  
San Antonio, Texas 78205

Mailing Address:

Finance Department  
Purchasing Division  
P.O. Box 839966  
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"ANNUAL CONTRACT FOR TAHOE, POLICE PURSUIT VEHICLES"

Offer Due Date: 10:00 A.M., CENTRAL TIME, MAY 6, 2019

RFO No.: 6100011477

Offeror's Name and Address

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: None

DBE / ACDBE Requirements: None

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

Pre-Submittal Conference \* YES

\* If YES, the Pre-Submittal conference will be held on April 23, 2019 at 10:00 AM at the City of San Antonio, Southeast Service Center, Building 1, Gate 1, Rm A133, 1318 SE Loop 410, San Antonio, TX 78222.

Staff Contact Person:

LD MCGARITY, PROCUREMENT SPECIALIST,  
P.O. Box 839966,  
San Antonio, TX 78283-3966

Email: [ld.mcgarity@sanantonio.gov](mailto:ld.mcgarity@sanantonio.gov)

Phone Number: 210-207-2078

Fax Number: 210-207-4360

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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 2 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:

[https://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm)

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

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

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

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

If delivering by hand, deliver to:

Office of the City Clerk  
c/o Municipal Archives and Records Facility  
719 S. Santa Rosa Ave.  
San Antonio, Texas 78204-3114

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, Chapter 46 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

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

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

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

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

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

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

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

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

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

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



#### 004 - SPECIFICATIONS / SCOPE OF SERVICES

- 4.1** SCOPE: The City of San Antonio is soliciting bids to provide an annual contract for the purchase of approximately 117 Tahoe Police Pursuit Vehicles to be used for the San Antonio Police Department and the policing divisions of Park & Recreation and Aviation Departments. Approximately 102 vehicles shall be painted black and white, and approximately 15 vehicles shall be a dark solid OEM color. Vehicles shall be year model 2019 or newer. There shall be an total estimated annual quantity of 117 vehicle purchases until December 31, 2019, the City could purchase up to an total estimated 150 vehicles during the period.
- 4.2** GENERAL CONDITIONS: The following general conditions will apply to all items within this bid unless specifically excluded within any item.
- 4.2.1** Equipment shall be manufacturer's latest design, standard production model and shall have been manufactured within the last 12 months from the date of delivery to City. All components shall be installed new, unused, and shall be manufacturer's standard equipment unless otherwise specified or replaced herein. Equipment is to be inspected, serviced, and adjusted in accordance with manufacturer's recommended pre-delivery checklist, and ready for operation upon delivery. Manufacturer's Statement of Origin (MSO) showing manufacture within the last 12 calendar months, and completed pre-delivery checklists will be required at delivery. Equipment offered under the below listed specifications will be considered unacceptable if, for any reason, the equipment's, or major component's, long term availability on the U.S. market, or in the local area, is in doubt. All equipment will conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, subassemblies and component parts to be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid.
- 4.2.2** Equipment must include the maximum standard manufacturer's warranty on all components, with parts and service included. All components, parts and service shall include, as a minimum, a one year warranty. All warranty times shall start the date the vehicle is placed in service as determined by the City, not on the delivery date. The dealer will be notified by letter of the in-service date of each vehicle by serial number. Bidder shall fully explain the warranty by attaching separate, authenticated correspondence or entering such information in the remarks section of this bid. Warranty, reliability, and replacement captive parts costs and availability shall be a consideration in award of this bid. Warranty parts and service must be available within 50 mile radius of San Antonio City Hall from and by a factory-authorized dealer (NO EXCEPTIONS ). In the event that a unit purchased from a vendor requires transportation outside of Bexar County for a repair covered under warranty, that vendor shall be responsible for paying for all cost associated with the transportation to and from the warranty repair facility. If the vendor chooses to travel to inspect the unit to determine if the repair needed is covered under warranty, all expenses shall be paid for by the vendor. All warranty repairs must be completed within three (3) business days from the date equipment is delivered to the vendor unless otherwise approved by the appropriate City of San Antonio BESD Fleet Operations Manager or designate. Bidders must certify that all repairs needed after the warranty period will be available within 50 mile radius of San Antonio City Hall.
- 4.2.3** DELIVERY - All deliveries are to be made inside the City limits of San Antonio. Vendor must deliver equipment to the following address:
- City of San Antonio,  
Southeast Service Center, Building 6, Gate 5  
1318 SE Loop 410,  
San Antonio, TX 78222  
Attn: Acquisitions
- Delivery to a non-specified location will result in non-acceptance of the equipment by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS. Vehicles will be accepted 8:00 A.M. to 3:00 P.M. CST. Class 1 and 2 vehicles shall have a maximum of 500 miles on the vehicle odometer, or shall not be accepted. All vehicles are required to have a full tank(s) when delivered to City specified location.
- 4.2.4** Literature and Equipment Manuals – The supplier shall furnish (2) complete sets per vehicle type, of the following: Parts Manual, Maintenance Manual, Service Manual, and Operators Manual, or (4) USB drives, or on-line access to said items. The supplier shall furnish (2) complete sets of detailed literature and specifications of each vehicle type upon contract award.
- 4.2.5** Training – The City may require operational and maintenance training for equipment. If so, training shall be provided by a qualified instructor and conducted at a designated City facility. The City will not pay any cost

incurred by the successful bidder in providing training. Training shall be provided no later than 30 days after the City takes delivery and accepts the new equipment at the specified City facility. Unless otherwise specified, training shall consist of a minimum (1) eight hour day. Payment for new equipment will not be made to successful bidder until training is completed. Operator training shall be coordinated with Fleet Operations staff. For equipment requiring more complex operation the City may require job site operational training that could last multiple days to assure proper machine operation.

- 4.2.6 DEMONSTRATIONS – The City may request, from selected vendors, a demonstration of proposed equipment. The City is under no obligation to demo all products proposed by vendors. If a demonstration is required, the City's Fleet Operations Manager will contact the vendor to schedule the product demonstration. This request will be considered an integral part of the bid process. Failure to comply may result in the bid being deemed nonresponsive, and therefore, not considered for award. Upon request, the vendor shall have a minimum of five (5) working days to provide and deliver the equipment to a location specified by City for the demonstration. The vendor shall make the equipment available for a minimum of five (5) working days at City's location, but not to exceed ten (10) working days.
- 4.2.7 EVALUATION – In the event that a demonstration is required, the equipment will be evaluated to determine if the unit meets the minimum bid specifications at the City's discretion.
- 4.2.8 All prices will be quoted F.O.B., designated City of San Antonio facility. All bids should include complete manufacturer's specifications for each model being bid.
- 4.2.9 Units shall be equipped with OEM, or equal, warning and shut down systems for low oil pressure and or high coolant temperature at a minimum. This requirement applies to all bid line items.
- 4.2.10 Vehicles shall be delivered with dealer temporary license plates/tags, invoice with reference to the purchase order, State of Texas Vehicle Inspection Report in the glove box, Manufacturer's Statement of Origin, vehicle weight slips, Incomplete Vehicle Certificates, and completed TX DMV form 130-U. Omission of any of these items shall delay payment and acceptance. Vehicles supplied with GVWR of 11,000 lbs. or less must include registration fees in final bid price; 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.
- 4.2.11 All bodies and components in this bid will be installed in accordance with the appropriate complete Vehicle Data Manual. Certification of compliance will 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) will not be applied to the vehicle or mounted components. Installation will 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 will be accomplished by drilling holes in the frame. Welding on or cutting of frame is not authorized forward of the rear spring hanger or support. Bidders will be responsible for the relocation of any 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 vehicles.
- 4.2.12 All vehicles are 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 and heated mirrors, manual tilt steering wheel and power windows and door locks. Convenience Features: Vehicle shall be equipped with adjustable seats; intermittent wipers, cruise control. All lighting shall be LED where available.
- 4.2.13 All units shall be equipped with safety equipment as required by the Federal Government. All units shall MEET ALL SAFETY STANDARDS AND REQUIREMENTS.
- 4.2.14 Any diesel engine being bid must conform to latest NOx EPA and GHG emission standard in effect at the time of offer. Vendor must supply a copy of the latest Emissions Certificate of Conformity for the vehicles bid. Only engines using selective catalytic reduction (SCR) technology will be accepted.
- 4.2.15 All vehicles provided shall be equipped with OEM tinted glass.



4.3	ITEM	ESTIMATED ANNUAL QUANTITY	DESCRIPTION
	1	102	Police Pursuit Tahoe SUV – Black & White

**BASE VEHICLE SPECIFICATIONS:**

- 4.3.1 **ENGINE:** Vehicle shall be a high performance gasoline powered V-8, 5.3L engine, with minimum 26 gallon tank.
- 4.3.2 **WHEELBASE:** Vehicle wheelbase shall be approximately one hundred twelve inches (116").
- 4.3.3 **ALTERNATOR:** The alternator shall be a minimum 170 amp alternator with manufacturer standard idle boost (radio suppressed).
- 4.3.4 **ELECTRICAL:** The standard 9C1 electrical system shall be provided with a 170 amp for front auxiliary power and 100 amp auxiliary power at rear; batteries shall be standard OEM supply.
- 4.3.5 **DRIVE:** The drive-train shall be rear wheel drive (RWD).
- 4.3.6 **BRAKES:** The anti-lock brake system shall be the latest production heavy duty, largest available, minimum disc front. The rear disc shall be with Vacuum Boost Power Assist or proven equal function.
- 4.3.7 **RADIATOR:** Maximum duty radiator system includes radiator shroud and maximum heavy-duty fan clutch; or dual electric fans and coolant recovery system.
- 4.3.8 **STEERING:** Vehicle shall have power steering, with external oil cooler.
- 4.3.9 **SUSPENSION:** Vehicle shall be supplied with the heaviest duty police rated front suspension, to include heavy duty shock absorbers, independent struts with stabilization.
- 4.3.10 **TRANSMISSION:** Heavy duty automatic transmission shall have a minimum 6 speed/overdrive with external oil cooler in addition to radiator cooling. Transmission shall have first gear lockout and may be electrically controlled. The shift lever shall be steering column mounted.
- 4.3.11 **AXLES:** Vehicle shall be supplied with a rear axle that is positive traction, limited slip differential.
- 4.3.12 **WHEELS & TIRES:** Tires shall be minimum P265/60R17H all season Blackwall "V" rated or proven equal. Center style hub caps to be included.
- 4.3.13 **VEHICLE FEATURES:** Factory installed fresh air type heater, defroster, and air conditioning front and rear (standard non-automatic temperature control model). Factory installed minimum AM/FM radio, with clock. Vehicle shall be supplied with a padded dash, driver's side air bag, day-night rear view mirror and remote control left and right outside mirrors, largest available on production police vehicles. Restraining belts to conform to D.O.T. regulations and must include retracting device on outside seat belts to preclude belts from hanging outside of car when not in use. ON STAR DELETED. *UEO*
- 4.3.14 **INSTRUMENTATION:** Speedometer and odometer to be calibrated before delivery within a plus or minus 3% accuracy. Speedometer to have a minimum range of 0-120 MPH in maximum 2 MPH increments. Vehicle shall also include water temperature, oil pressure, and volt or ammeter gauges.
- 4.3.15 **WINDSHIELD WASHER SYSTEM:** Vehicle shall be provided with multi-speed intermittent electric windshield wipers.
- 4.3.16 **SEATING:** Front area seating shall have left and right door arm rests. Front seating shall have a five (5) passenger seating to have 40/20/40 front seats, with 20% seat delete front center (9U3), and second row 60/40 split folding bench option (5T5). Seating material shall be vinyl with rubber flooring throughout vehicle.
- 4.3.17 **FLOORING:** Heavy duty rubber floor covering, front and rear.



- 4.3.18 LOCKS:** Rear door locks and handles shall be inoperative at rear door but operate from the driver position (6N6). Rear doors can only be opened by the outside. Rear door window switches shall be inoperative and only operate from the driver position (6N5). ✓
- 4.3.19 WINDOWS:** All windows shall have factory installed tinted glass.
- 4.3.20 CABIN AIR FILTER:** Vehicle shall have a dry type air cleaner.
- 4.3.21 OIL FILTER:** Vehicle shall be equipped with a spin on type engine oil filter.
- 4.3.22 COLORS:** Exterior vehicle color shall be painted manufacturers gloss black:
- 4.3.22.1** Vehicle shall have the roof and all four doors shall be painted the manufacturer's gloss bright white that is 1/4" from window edge and have a clean edge at door interior. Paint splatters and uneven paint edge lines shall be returned for correction.
  - 4.3.22.2** Interior color to be black. City shall provide photos with the purchase order to demonstrate two color paint scheme, which Vendor shall match.
- 4.3.23 SURVEILLANCE LIGHTING (DARK FEATURE):** Disable all automatic interior and exterior lighting (delete daytime running lamps and automatic headlamps – 9G8Y for manual control only as needed for efficient surveillance. Glove box shall have courtesy lighting disengaged for same surveillance purposes
- 4.3.24 KEY COMMON –** Each Tahoe supplied under this contract shall be keyed the same with five (5) keys provided for each vehicle. The key code shall be supplied upon order. *5HP*
- 4.3.25 SPOT LIGHT –** Vehicle shall be equipped with a left hand pillar-mounted, separately fused left hand spot lamp. Installation shall not interfere with the roof rail air bag deployment in the event of a crash (7X6). Spot lamp shall use H3 halogen bulbs, 100 watt, 12 volt, 245,000 candle power.
- 4.3.26 SAFETY FEATURES:** Vehicle safety features shall include the following at minimum:
- 4.3.26.1** Padded dash and driver's side air bag,
  - 4.3.26.2** Hands free capability for cellular phone use.
  - 4.3.26.3** Rear back up camera with image viewed on standard 4.2" diagonal Driver Information Center
  - 4.3.26.4** Reverse sensing system,
- 4.3.27 UPFITTING AIDS:** Vendor shall order from the factory blunt-cut ends for post-delivery upfitting to use wiring circuit for grill lamps and siren speakers (6J3). Control wires from in-line connector in forward lamp harness will be used for 3<sup>rd</sup> party upfitter provided grill lamps and speaker. The wiring provision shall come with a minimum of 5' harness coiled underneath the instrument panel on the passenger side. The wiring circuits are routed from under the instrument panel to a 1' coil secured to the area behind the grille. There shall be four 16-gauge wires for connecting to the grille lamps and siren speaker.
- 4.3.28 ADDITIONAL OPTIONS:** these items shall be included in the standard patrol vehicle.
- 4.3.28.1** Setina Cargo Barrier Part# PK0123TAH152ND
  - 4.3.28.2** Setina Prisoner Barrier Part# PK1152TAH15 Horizontal Sliding
  - 4.3.28.3** Setina Push Bumper Part# PB-400 Black
  - 4.3.28.4** Flasher System Headlamps and Tail Lamps (6J7) - Vehicle shall come equipped with high beam flashing modes, rear lamp flashing via the Body Control Module and control wire for 3<sup>rd</sup> party upfitter furnished switching to turn the module on and off. The flasher control wire is part of the blunt-cut upfitter harness coiled under the instrument panel in the front passenger side foot well. The flashing module is located on the rear edge of the right hand upper radiator support. (6J7)
- 4.3.29** Vehicles shall be supplied with Exempt license plates.

4.4	ITEM	ESTIMATED ANNUAL QUANTITY	DESCRIPTION
	2	15	Police Pursuit Tahoe SUV – OEM One Color

**BASE VEHICLE SPECIFICATIONS:**

- 4.4.1 **ENGINE:** Vehicle shall be a high performance gasoline powered V-8, 5.3L engine, with minimum 26 gallon tank.
- 4.4.2 **WHEELBASE:** Vehicle wheelbase shall be approximately one hundred twelve inches (116").
- 4.4.3 **ALTERNATOR:** The alternator shall be a minimum 170 amp alternator with manufacturer standard idle boost (radio suppressed).
- 4.4.4 **ELECTRICAL:** The standard 9C1 electrical system shall be provided with a 170 amp for front auxiliary power and 100 amp auxiliary power at rear; batteries shall be standard OEM supply.
- 4.4.5 **DRIVE:** The drive-train shall be rear wheel drive (RWD).
- 4.4.6 **BRAKES:** The anti-lock brake system shall be the latest production heavy duty, largest available, minimum disc front. The rear disc shall be with Vacuum Boost Power Assist or proven equal function.
- 4.4.7 **RADIATOR:** Maximum duty radiator system includes radiator shroud and maximum heavy-duty fan clutch; or dual electric fans and coolant recovery system.
- 4.4.8 **STEERING:** Vehicle shall have power steering, with external oil cooler.
- 4.4.9 **SUSPENSION:** Vehicle shall be supplied with the heaviest duty police rated front suspension, to include heavy duty shock absorbers, independent struts with stabilization.
- 4.4.10 **TRANSMISSION:** Heavy duty automatic transmission shall have a minimum 6 speed/overdrive with external oil cooler in addition to radiator cooling. Transmission shall have first gear lockout and may be electrically controlled. The shift lever shall be steering column mounted.
- 4.4.11 **AXLES:** Vehicle shall be supplied with a rear axle that is positive traction, limited slip differential.
- 4.4.12 **WHEELS & TIRES:** Tires shall be minimum P265/60R17H all season. Wheels shall be aluminum with full size hub cabs.
- 4.4.13 **VEHICLE FEATURES:** Factory installed fresh air type heater, defroster, and air conditioning front and rear (standard non-automatic temperature control model). Factory installed minimum AM/FM radio, with clock. Vehicle shall be supplied with a padded dash, driver's side air bag, day-night rear view mirror and remote control left and right outside mirrors, largest available on production police vehicles. Restraining belts to conform to D.O.T. regulations and must include retracting device on outside seat belts to preclude belts from hanging outside of car when not in use. ON STAR DELETED. *UEO*
- 4.4.14 **INSTRUMENTATION:** Speedometer and odometer to be calibrated before delivery within a plus or minus 3% accuracy. Speedometer to have a minimum range of 0-120 MPH in maximum 2 MPH increments. Vehicle shall also include water temperature, oil pressure, and volt or ammeter gauges.
- 4.4.15 **WINDSHIELD WASHER SYSTEM:** Vehicle shall be provided with multi-speed intermittent electric windshield wipers.
- 4.4.16 **SEATING:** Front area seating shall have left and right door arm rests. Front seating shall have a five (5) passenger seating to have 40/20/40 front seats, with 20% seat delete front center (9U3); and second row 60/40 split folding bench option (5T5). Seating shall be dark cloth.
- 4.4.17 **FLOORING:** Carpet flooring with coordinated floor mats. *B501050*
- 4.4.18 **REAR CONTROLS:** Vehicle shall come with operable door and window controls that can be controlled by either rear passenger or the driver.
- 4.4.19 **WINDOWS:** All windows shall have factory installed tinted glass.

- 4.4.20 CABIN AIR FILTER:** Vehicle shall have a dry type air cleaner.
- 4.4.21 OIL FILTER:** Vehicle shall be equipped with a spin on type engine oil filter.
- 4.4.22 COLORS:** Vehicle supplied shall have a solid OEM one color exterior:
- 4.4.22.1** Silver Ice Metallic
  - 4.4.22.2** Satin Steel Metallic
  - 4.4.22.3** Shadow Grey Metallic
  - 4.4.22.4** Pepperdust Metallic
  - 4.4.22.5** Black
  - 4.4.22.6** Summit White
  - 4.4.22.7** Blue Velvet Metallic
- 4.4.23 SURVEILLANCE LIGHTING (DARK FEATURE):** Disable all automatic interior and exterior lighting (delete daytime running lamps and automatic headlamps – 9GB) for manual control only as needed for efficient surveillance. Glove box shall have courtesy lighting disengaged for same surveillance purposes
- 4.4.24 KEY COMMON –** Each Tahoe supplied under this contract shall be keyed the same with five (5) keys provided for each vehicle. The key code shall be supplied upon order. *5HP*
- 4.4.25 SAFETY FEATURES:** Vehicle safety features shall include the following at minimum:
- 4.4.25.1** Padded dash and driver's side air bag,
  - 4.4.25.2** Hands free capability for cellular phone use.
  - 4.4.25.3** Rear back up camera with image viewed on standard 4.2" diagonal Driver Information Center
  - 4.4.25.4** Reverse sensing system.
- 4.4.26 UPFITTING AIDS:** Vendor shall order from the factory blunt-cut ends for post-delivery upfitting to use wiring circuit for grill lamps and siren speakers (6J3) Control wires from in-line connector in forward lamp harness will be used for 3<sup>rd</sup> party upfitter provided grill lamps and speaker. The wiring provision shall come with a minimum of 5' harness coiled underneath the instrument panel on the passenger side. The wiring circuits are routed from under the instrument panel to a 1' coil secured to the area behind the grille. There shall be four 16-gauge wires for connecting to the grille lamps and siren speaker.
- 4.4.27 Flasher System for the Headlamps and Tail Lamps (6J7) -** Vehicle shall come equipped with high beam flashing modes, rear lamp flashing via the Body Control Module and control wire for 3<sup>rd</sup> party upfitter furnished switching to turn the module on and off. The flasher control wire is part of the blunt-cut upfitter harness coiled under the instrument panel in the front passenger side foot well. The flashing module is located on the rear edge of the right hand upper radiator support. (6J7)
- 4.4.28** Vehicles shall be supplied with Regular Exempt license plates that is reserved for Public Safety Vehicles.



## 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, and terminate on **DECEMBER 31, 2019**.

### Liquidated Damages for Delay:

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

### Change Orders.

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

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

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

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

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

### Warranty.

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

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

### Insurance.

Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department - Purchasing Division, which shall be clearly labeled "ANNUAL CONTRACT FOR TAHOE, POLICE PURSUIT VEHICLES" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies

of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Finance Department - Purchasing Division. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

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

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

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. 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 <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence

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

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

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

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

Name City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named Insured performed under contract with City, with the exception of the workers' compensation and professional liability policies;

Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where City is an additional insured shown on the policy;

Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of City; and

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

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

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

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

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

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

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

#### Incorporation of Attachments.

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

Attachment A – Price Schedule

Attachment B – City of San Antonio Local Preference Program Forms

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



## 006 - GENERAL TERMS & CONDITIONS

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

### Delivery of Goods/Services.

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

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

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

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

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not 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 III.C.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

As a party to this contract, Vendor understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

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

**Prohibition on Contracts with Companies Boycotting Israel**

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

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

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

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

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

CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS PROHIBITED. Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Vendor hereby certifies that it is not identified on such a list. City hereby relies on Vendor's certification. If found to be false, or if Vendor is identified on said list during the course of its contract with City, City may terminate the Contract for material breach.

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

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

Entire Agreement. This contract, including City's final electronically posted online version, together with its authorizing ordinance, and its price schedule(s), attachments, 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.:

V1000641

Signer's Name:

DANNY MIRELES

Name of Business:

GUNN CHEVROLET LTD.

Street Address:

16550 IH35N

City, State, Zip Code:

SELMA, TEXAS 78154

Email Address:

dmireles@gunnauto.com

Telephone No.:

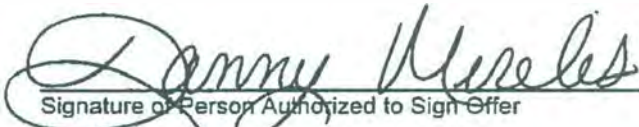
210-599-3000 EXT 2059

Fax No.:

210-599-4251

City's Solicitation No.:

6100011477

  
Signature of Person Authorized to Sign Offer



## 008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 009 - ATTACHMENTS

## Attachment A

## PRICE SCHEDULE

## Local Preference Program (LPP) Ordinance

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

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

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

NO VINYL FRONT SEAT ITEMS PRICING  
AVAILABLE -

ITEM	ESTIMATED ANNUAL QUANTITY	DESCRIPTION
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1	102	Police Pursuit Tahoe SUV - Black & White
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BASE VEHICLE PRICE EACH: \$ 34,394.90

TOTAL: \$ 3,508,279.80

YEAR, MAKE & MODEL OFFERED:

2020 CHEVROLET TAHOE 9C1

ENGINE OFFERED:

5.3L L83, V8 GM

TRANSMISSION OFFERED:

MYC 6SPD AT

VEHICLE WARRANTY:

3YR OR 36000 K BTB 5YR OR 100,000 K POWERTRAIN

WARRANTY SERVICE PROVIDER FACILITY NAME:

GUNN CHEVROLET

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

16550 11435N  
SELMA, TEXAS 78154

DELIVERY WILL BE MADE WITHIN 180 DAYS + AFTER 6/24 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER. *START OF PRODUCTION*  
MONTH OF PRODUCTION CUT-OFF DATE: ? *START TAKING ORDERS 5/8*

INDICATE THE LAST MONTH 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? (YES/NO)  
NO

**Additional Options to Base Vehicle:** Listed here are additional options that may be added to the base vehicle for an additional fee.

ITEM 1: 4.3.28.1 Setina Cargo Barrier Part# PK0123TAH152ND

PRICE EACH: \$ 495<sup>12</sup>

Setina part# for applicable model supplied:

ITEM 1: 4.3.28.2 Setina Prisoner Barrier Part# PK1152TAH15 Horizontal Sliding

PRICE EACH: \$ \$860<sup>43</sup>

Setina part# for applicable model supplied:

ITEM 1: 4.3.28.3 Setina Push Bumper Part# PB-400 Black

PRICE EACH: \$ 465.<sup>46</sup>

Setina part# for applicable model supplied:

ITEM 1: 4.3.28.4 Flasher System Headlamps and Tail lamps (6J7)

PRICE EACH: \$ \$440<sup>00</sup> *WHEN PLACING ORDERED (MUST BE ORDERED FROM FACTORY)*



ITEM ESTIMATED ANNUAL QUANTITY DESCRIPTION

2 15

Police Pursuit Tahoe SUV - OEM One Color

VEHICLE PRICE EACH: \$

$31782^{00} + 23^{75} = \$31805^{75}$

TOTAL: \$

$\$477,0386^{25}$

YEAR, MAKE & MODEL OFFERED:

2020 GMC CHEVROLET TAHOE

ENGINE OFFERED:

L83, 5.3L V8 GM

TRANSMISSION OFFERED:

MYC, 6SPD AUTOMATIC

VEHICLE WARRANTY:

3yr OR 36000K BTB 5yr OR 100000K POWER TRAIN

WARRANTY SERVICE PROVIDER FACILITY NAME:

GUNN CHEVROLET

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

16550 11435N

SELMA, TEXAS 78154

DELIVERY WILL BE MADE WITHIN 180+ FROM 6/24 START OF PRODUCTION 6/24/19 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

MONTH OF PRODUCTION CUT-OFF DATE:

? CAN ORDER STARTING 5/9

INDICATE THE LAST MONTH THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 2.

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? (YES/NO)

N/O

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



## City of San Antonio

### ADDENDUM I

**SUBJECT:** Formal Request For Offer (RFO) 6100011477 Annual Contract for Tahoe, Police Pursuit Vehicles scheduled to open May 2, 2019 date of issue April 17, 2019.

**DATE:** April 30, 2019

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

- 1. THE OFFER OPENING DATE IS EXTENDED TO MAY 6, 2019 10:00 A.M. CENTRAL TIME.**
- 2. IFB Document Section 009 – ATTACHMENTS, Attachment A**

### **PRICE SCHEDULE**

<b>ITEM</b>	<b>ESTIMATED ANNUAL QUANTITY</b>	<b>DESCRIPTION</b>
<b>1</b>	<b>102</b>	<b>Police Pursuit Tahoe SUV – Black &amp; White</b>

**Changed to read:**

**ITEM 1: 4.3.28.3 Setina Push Bumper Part# PB-400 Black**

  
Paul J. Galapa  
Purchasing Administrator  
Finance Department, Purchasing Division



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

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

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

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

**Definitions.**

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

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

The program uses the below definition of joint venture.

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

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

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

**INSTRUCTIONS**

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



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

SOLICITATION NAME/NUMBER: ANNUAL CONTRACT FOR TAHOE POLICE PURSUIT VEHICLES  
RFO# 46100011477

Name of Respondent:	GUNN CHEVROLET LTD	
Physical Address:	16550 11435N	
City, State, Zip Code:	SELMA, TEXAS 78154	
Phone Number:	210-599-5000 EXT 2059	
Email Address:	dmireles@gunnco.com	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the SBA Certification #		
If not certified by the SBA, Is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

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

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

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**ACKNOWLEDGEMENT**

**THE STATE OF TEXAS**

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

**BIDDER/RESPONDENT'S FULL NAME:**

DANNY MIRELES  
(Print Name) Authorized Representative of Bidder/Respondent

  
(Signature) Authorized Representative of Bidder/Respondent

GOVERNMENT FLEET SALES REP  
Title

5/6/2019  
Date

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

SOLICITATION NAME/NUMBER: ANNUAL CONTRACT FOR TAKE POLICE PURSUIT VEHICLES

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

Name of Business:	<u>GUNN AUTOMOTIVE GROUP</u>	
Physical Address:	<u>227 BROADWAY</u>	
City, State, Zip Code:	<u>SAN ANTONIO, TEXAS</u>	
Phone Number:	<u>MAIN 210-472-2501 210 598-5000 EXT 2059</u>	
Email Address:	<u>DMIRABLES@GUNNAUTO.COM</u>	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent:	<u>640</u>	
Is Business headquartered within the Incorporated San Antonio city limits? (circle one)	<u>Yes</u>	No
Has the business been headquartered in the Incorporated San Antonio city limits for one year or more? (circle one)	<u>Yes</u>	No
If the answers to the questions above are "Yes", stop here. If the answer to either of the above questions is "No", provide responses to the following questions:		

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

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

Name of Business:	GUNN AUTOMOTIVE GROUP	
Physical Address:	227 BROADWAY ST	
City, State, Zip Code:	SAN ANTONIO, TEXAS	
Phone Number:	210-472-2501	
Email Address:	dmireles@gunnauto.com	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent in the local office: _____		
Is the business located in the incorporated San Antonio city limits? (circle one)	<input checked="" type="radio"/> Yes	No
Has the business been located in the incorporated San Antonio city limits for one year or more? (circle one)	<input checked="" type="radio"/> Yes	No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	<input checked="" type="radio"/> Yes	No
Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	<input checked="" type="radio"/> Yes	No
Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one)	<input checked="" type="radio"/> Yes	No

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

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**ACKNOWLEDGEMENT**

THE STATE OF TEXAS

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

BIDDER'S / RESPONDENT'S FULL NAME:

DANNY MIRELES  
(Print Name) Authorized Representative of Bidder / Respondent

Danny Mireles  
(Signature) Authorized Representative of Bidder / Respondent

GOVERNMENT FLEET SALES REP  
Title

5/6/2019  
Date

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





**CITY OF SAN ANTONIO**  
***Finance Department, Purchasing Division***

REQUEST FOR OFFER ("RFO") NO.: 6100011357

**ANNUAL CONTRACT FOR POLICE PATROL FORD  
INTERCEPTOR UTILITY VEHICLES**

Date Issued: APRIL 2, 2019

**RESPONSES MUST BE RECEIVED NO LATER THAN:**  
**10:00 AM, CENTRAL TIME, APRIL 19, 2019**

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:

Finance Department,  
Purchasing Division  
Riverview Tower  
111 Soledad, Fifth Floor, Suite 500  
San Antonio, Texas 78205

Mailing Address:

Finance Department  
Purchasing Division  
P.O. Box 839966  
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"ANNUAL CONTRACT POLICE PATROL FORD INTERCEPTOR UTILITY VEHICLES"

Offer Due Date: 10:00 A.M., CENTRAL TIME, APRIL 19, 2019

RFO No.: 6100011357

Offeror's Name and Address

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: None

DBE / ACDBE Requirements: None

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

Pre-Submittal Conference \* YES

\* If YES, the Pre-Submittal conference will be held on **April 9, 2019** at 10:00 AM at **City of San Antonio, Southeast Service Center, Building 1, Gate 1, Rm A133, 1318 SE Loop 410, San Antonio, TX 78222.**

Staff Contact Person:

LD MCGARITY, PROCUREMENT SPECIALIST II,  
P.O. Box 839966,  
San Antonio, TX 78283-3966

Email: [ld.mcgarity@sanantonio.gov](mailto:ld.mcgarity@sanantonio.gov)

Phone Number: 210-207-2078

Fax Number: 210-207-4360

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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 2 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:

[https://www.ethics.state.tx.us/ilinginfo/conflict\\_forms.htm](https://www.ethics.state.tx.us/ilinginfo/conflict_forms.htm)

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

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

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

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

If delivering by hand, deliver to:

Office of the City Clerk  
c/o Municipal Archives and Records Facility  
719 S. Santa Rosa Ave.  
San Antonio, Texas 78204-3114

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, Chapter 46 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/eth\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/eth_info_form1295.htm).

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

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

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

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

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

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

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

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

## 004 - SPECIFICATIONS / SCOPE OF SERVICES

- 4.1 SCOPE:** The City of San Antonio soliciting offers for an annual contract to purchase new production model year 2020 to 2022 Police Patrol Ford Interceptor Utility vehicles to support public safety initiatives enforced by the San Antonio Police, Fire, Airport Police, and Park Police. Vehicles shall be purchased in a variety of paint schemes: black and white, solid black, solid white or other OEM color offerings that will be required for uniformed personnel. Vehicles may also be purchased in any combination powertrain either: 3.3L HEV AWD, or 3.3L Direct-Injection V6 FFV AWD engines. This contract is for purchasing one production model year (2020) from City Council award through **October 31, 2019**, with the option to purchase units for an additional production model year (2021) through **October 31, 2020**, and a final option to purchase units for an additional production model year (2022) through **September 30, 2021**. There shall be an estimated annual quantity of 120 vehicle purchases a year, the City could purchase up to an estimated 200 vehicles a year. All purchases shall be ordered within the manufacturer's cut off dates.
- 4.2 GENERAL CONDITIONS:** The following general conditions will apply to all items within this bid unless specifically excluded within any item.
- 4.2.1** Prices may not be increased during the initial period for the year model 2020. Successful vendor is required to notify the City of all production "cut-off" dates/months necessary for order submission. Vehicles shall be year model 2020 to 2022.
- 4.2.2** All components shall be installed new, unused, standard production model, and equipment must be serviced in accordance with manufacturer's recommended pre-delivery check list, and ready for operation upon delivery, and shall include all manufacturers' standard equipment unless otherwise specified or replaced herein. Equipment offered under the below listed specifications will be considered unacceptable if for any reason its long term availability on the U.S. Market or in the local area is in doubt.
- 4.2.3** Warranty and Parts – The maximum standard manufacturer's warranty on all components parts and service must be included. All components, parts, and service are required to provide, as a minimum, a 1 year warranty. All warranty times will start the date the vehicle is placed in service, not on the delivery date. The dealer will be notified by letter of the in-service date of each vehicle by serial number. Vendor will fully explain the warranty by attaching separate, authenticated correspondence or entering such information in the remarks section of this bid. Warranty, reliability, and replacement captive parts costs and availability shall be a consideration in award of this contract. Warranty parts and service must be available within a 50 mile radius of San Antonio City Hall and by a factory-authorized dealer identified on the Price Schedule (NO EXCEPTIONS). All warranty repairs must be completed within 3 days from the date equipment is delivered to the vendor unless otherwise approved by the appropriate City of San Antonio maintenance superintendent. By submitting an offer, Vendor certifies that all repairs needed after the warranty period will be available within a 50 mile radius of San Antonio City Hall.
- 4.2.4** Delivery: All deliveries shall 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
- Delivery to a non-specified location will result in non-acceptance of the vehicles by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS. Vehicles will be accepted 8:00 A.M. to 3:00 P.M. CST. Vehicles with more than 300 miles accumulated on the odometer will not be accepted. All vehicles are required to have a full tank(s) when delivered to City specified location.
- 4.2.5** Delivery of vehicles will not exceed 120 days from order date unless approved in advance in writing by ordering department within 30 days of the order date. Vendor shall provide written acknowledgement of order placement and supply a copy of the build sheet and guaranteed delivery date of the completed unit. A 30 day or longer delay may cause cancelation of the order at the ordering department's discretion.
- 4.2.6** Literature and Equipment Manuals – The supplier shall furnish (4) complete sets per vehicle type, of the following: Parts Manual, Maintenance Manual, Service Manual, and Operators Manual all in hard copy or on a USB drive or provide access to each online per model of all equipment, accessories, and components. The supplier shall



furnish (4) complete sets of detailed literature and specifications or access to online literature and specifications of each vehicle type at contract award.

- 4.2.9 **VEHICLE INSPECTION:** The vendor shall have each vehicle properly inspected in compliance with Texas motor vehicle laws. A Texas Vehicle Inspection Report shall accompany the vehicle and be delivered with the report stored in the glove box. Each vehicle shall be delivered with a 2-year inspection sticker affixed to the windshield.
- 4.2.10 Vehicles shall be delivered with a license plate. A temporary license plate is acceptable with a REGULAR-EXEMPT or EXMEPT plate to be received by mail. REGULAR-EXEMPT is a government license plate for police officers that is registered to a municipality, but does not display "EXEMPT" on the plate and appears as the typical motorist license plate.
- 4.2.11 No dealership nameplates, markings or decals will be permitted on the vehicles.
- 4.2.12 All vehicles shall be equipped with safety equipment as required by the Federal Government and shall MEET ALL SAFETY STANDARDS AND REQUIREMENTS.
- 4.2.13 Any permanent manufacturer increase or decrease in offered pricing for a base contract item or published option is considered to be a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered price changes.
- 4.2.14 No price change will be allowed unless it has been reviewed and approved by City in writing. Vendor must have received a written approval from the City prior to charging the new price or using it in any quotation prepared for an end user.
- 4.2.15 Price change requests must be submitted to the City in writing and must be received at least thirty (30) calendar days prior to the requested effective date of the change.
- 4.2.16 The City reserves the right to accept or reject any price change request. Acceptance, if granted, will be in writing and the approved changes will become part of the contract.

4.3	ITEM	ESTIMATED ANNUAL QUANTITY	DESCRIPTION
	1	120	Ford Explorer Interceptor Utility Vehicles

**BASE VEHICLE SPECIFICATIONS:**

- 4.3.1. **ENGINE:** Vehicle shall be a high performance gasoline powered V-6 3.3L engine, with minimum 19 gallon tank.
- 4.3.2. **WHEELBASE:** Vehicle wheelbase shall be approximately one hundred nineteen inches (119").
- 4.3.3. **ALTERNATOR:** The alternator supplied shall be a minimum heavy duty 220 amperes (radio suppressed).
- 4.3.4. **ELECTRICAL:** Battery shall be the standard H7, AGM, 80-amp/800 cold cranking amp.
- 4.3.5. **DRIVE:** The drive-train shall be all wheel drive (AWD).
- 4.3.6. **BRAKES:** The anti-lock brake system shall be the latest production heavy duty, largest available, minimum disc front. The rear disc shall be with Vacuum Boost Power Assist or proven equal function.
- 4.3.7. **RADIATOR:** Maximum duty radiator system includes radiator shroud and maximum heavy-duty fan clutch; or dual electric fans and coolant recovery system.
- 4.3.8. **STEERING:** Vehicle shall have power steering, with external oil cooler.
- 4.3.9. **SUSPENSION:** Vehicle supplied suspension system must include heavy duty springs, front and rear, in combination with heavy duty shock absorbers, and front and rear heavy duty stabilizer bars.

- 4.3.10. **TRANSMISSION:** Heavy duty automatic transmission shall have a minimum 6 speed/overdrive with external oil cooler in addition to radiator cooling. Transmission shall have first gear lockout and may be electrically controlled. The shift lever shall be steering column mounted.
- 4.3.11. **AXLES:** Vehicle shall be supplied with a rear axle that is positive traction, limited slip differential.
- 4.3.12. **WHEELS & TIRES:** Tires shall be minimum P255/60R18 all season Blackwall "V" rated or proven equal with matching full size spare wheel, tire and jack included. Center style hub caps must be included.
- 4.3.13. **DOCUMENT UPGRADE CODES:** Bidders must specify all part numbers or code identifications or color code of all high performance, heavy duty components (i.e., engine transmission, brakes, radiators, suspension system, oil coolers, etc.), and other upgrades with offer submission.
- 4.3.14. **CONVENIENCE FEATURES:** Factory installed fresh air type heater, defroster, and air conditioning front and rear (standard non-automatic temperature control model). Factory installed minimum AM/FM radio, with clock.
- 4.3.15. **INSTRUMENTATION:** Speedometer and odometer must be calibrated before delivery within a plus or minus 3% accuracy. Speedometer must have a minimum range of 0-140 MPH in maximum 2 MPH increments. Vehicle shall also include water temperature, oil pressure, and volt or ammeter gauges.
- 4.3.16. **WINDSHIELD WASHER SYSTEM:** Vehicle shall be provided with multi-speed intermittent electric windshield wipers.
- 4.3.17. **SEATING:** Front area seating shall have left and right door arm rests. Front seating shall have individual driver and passenger front bucket seats with heavy duty cloth trim having approximately 8" space between the seats, Rear seat shall be manufactured on heavy duty vinyl.
- 4.3.18. **FLOOR:** Heavy duty rubber floor covering, front and rear.
- 4.3.19. **LOCKS:** Vehicle shall be equipped with power window and door locks. Rear window controls from the rear seating positions shall be disabled. Rear windows and rear door locks must be controlled from front driver position only.
- 4.3.20. **WINDOWS:** All windows shall have factory installed tinted glass.
- 4.3.21. **CABIN FILTER:** Vehicle shall have a dry type air cleaner.
- 4.3.22. **OIL FILTER:** Vehicle shall be equipped with a spin on type engine oil filter.
- 4.3.23. **COLOR:** Exterior vehicle color shall be painted manufacturer's gloss black. All four doors shall be painted the manufacturer's gloss bright white that is 1/4" from window edge and have a clean edge at door interior. Paint splatters and uneven paint edge lines shall be returned for correction. Interior color shall be black. City shall provide photos with the purchase order to demonstrate the two color paint scheme, which Vendor shall match.
- 4.3.24. **DARK FEATURE:** Vehicle shall be equipped with individual dome and auxiliary map lights. Auxiliary map light must be centered from side to side above inside rear view mirror, positioned to illuminate the front seat area. Vehicle should have "Dark Feature" where no dome light illuminates when the driver door is ajar that can be disabled or engaged as needed. Auxiliary map light is shall be centered from side to side above inside rear view mirror, positioned to illuminate front seat area. Auxiliary map light shall be Grote Duramold 61161 or equal (minimum 21 C.P.).
- 4.3.25. **KEY COMMON:** Vehicles must be keyed alike with five (5) keys provided for each vehicle. The key codes will be provided after the contract is awarded.
- 4.3.26. **SPOT LIGHT:** Factory installed left hand pillar mounted spot light, black finish with clear halogen or LED bulb, all controls (on/off switch and directional) must be inside driver's compartment and easily accessible with driver's left hand.
- 4.3.27. **SAFETY FEATURES:** Vehicle safety features shall include the following at minimum:
- 4.3.27.1 Padded dash and driver's side air bag,

- 4.3.27.2 Hands free capability for cellular phone use.
- 4.3.27.3 Rear back up camera with image in rearview mirror.
- 4.3.27.4 Reverse sensing system.

4.3.28. **UPFITTING AIDS:** The vehicle shall have upfitting aids provided which shall include but are not limited to the following:

- 4.3.28.1 Wiring diagrams of vehicle within 72 hours of request.
- 4.3.28.2 Easy drop headliner for light bar mounting.
- 4.3.28.3 Dash-pass through for aftermarket wiring.
- 4.3.28.4 Pre-wiring for grille lamp, siren, and speaker.
- 4.3.28.5 Wire channels from vehicle front to vehicle back to aid with aftermarket upfitting.

#### **ADDITIONAL OPTIONS:**

4.3.29 At the City's discretion, these items shall be added to the BASE VEHICLE as described above and shall increase the total cost of the vehicle in the amounts stated on the Price Schedule: **Additional Options to Base Vehicle: The Troy Cargo Barrier, Setina Prisoner Barrier and Setina Push Bumper will installed by the City. The awarded vendor will place the Cargo Barrier, Prisoner Barrier, Push Bumper and all associated hardware for each vehicle in the rear cargo area of each vehicle prior to delivery to the City. All remaining options shall be installed as part of the vehicle when added to the base vehicle:**

- 4.3.29.1 Setina Push Bumper Part# PB-400 Black, or current equivalent Setina part# for applicable model supplied.
- 4.3.29.2 Setina Prisoner Barrier Part# 10XL Horizontal Sliding, or current equivalent Setina part# for applicable model supplied.
- 4.3.29.3 Troy Cargo Barrier, Part# TP-FDFX-R, or current equivalent Troy part# for applicable model supplied.
- 4.3.29.4 Front Headlamp Lighting Solution (66A pre-installed wigwag lighting solution)
- 4.3.29.5 Taillamp Lighting Solution (66B pre-installed wigwag lighting solution)
- 4.3.29.6 Interior Upgrade – Carpet floors, cloth rear seating, front center console with storage compartments and air rest.

4.3.30 At the City's discretion, these items shall alter the required specifications of the BASE VEHICLE and the City shall receive a credit against the total cost in the amount stated on the Price Schedule.

- 4.3.30.1 Single Color Vehicle Manufacturer's Shadow Black
- 4.3.30.2 Single Color Vehicle Manufacturer's Oxford White
- 4.3.30.3 Single Color Vehicle Manufacturer's Standard Other Available Colors
- 4.3.30.4 Remove hand pillar spotlight from base vehicle
- 4.3.30.5 Police Interceptor badge plate deleted from base vehicle.
- 4.3.30.6 Optima Yellow Top Deep Cycle battery with cold cranking amps @ 0 minimum of 750, cranking amps @ 32 minimum of 870, with a Reserve minimum of 120.



4.4	ITEM	ESTIMATED ANNUAL QUANTITY	DESCRIPTION
	2	120	Hybrid Ford Explorer Interceptor Utility Vehicles

**BASE VEHICLE SPECIFICATIONS:**

- 4.4.1. **ENGINE:** Vehicle shall be a high performance hybrid powered V-6 3.3L engine, with minimum 19 gallon tank.
- 4.4.2. **WHEELBASE:** Vehicle wheelbase shall be approximately one hundred nineteen inches (119").
- 4.4.3. **ALTERNATOR:** The alternator supplied shall be a minimum heavy duty 220 amperes (radio suppressed).
- 4.4.4. **ELECTRICAL:** Battery shall be the standard H7, AGM, 80-amp/800 cold cranking amp.
- 4.4.5. **DRIVE:** The drive-train shall be all wheel drive (AWD).
- 4.4.6. **BRAKES:** The anti-lock brake system shall be the latest production heavy duty, largest available, minimum disc front. The rear disc shall be with Vacuum Boost Power Assist or proven equal function.
- 4.4.7. **RADIATOR:** Maximum duty radiator system includes radiator shroud and maximum heavy-duty fan clutch; or dual electric fans and coolant recovery system.
- 4.4.8. **STEERING:** Vehicle shall have power steering, with external oil cooler.
- 4.4.9. **SUSPENSION:** Vehicle supplied suspension system shall include heavy duty springs, front and rear, in combination with heavy duty shock absorbers, and front and rear heavy duty stabilizer bars.
- 4.4.10. **TRANSMISSION:** Heavy duty automatic transmission shall have a minimum 6 speed/overdrive with external oil cooler in addition to radiator cooling. Transmission shall have first gear lockout and may be electrically controlled. The shift lever shall be steering column mounted.
- 4.4.11. **AXLES:** Vehicle shall be supplied with a rear axle that is positive traction, limited slip differential.
- 4.4.12. **WHEELS & TIRES:** Tires shall be minimum P255/60R18 all season Blackwall "V" rated or proven equal with matching full size spare wheel, tire and jack included. Center style hub caps must be included.
- 4.4.13. **DOCUMENT UPGRADE CODES:** Bidders must specify all part numbers or code identifications or color code of all high performance, heavy duty components (i.e., engine transmission, brakes, radiators, suspension system, oil coolers, etc.), and other upgrades with offer submission.
- 4.4.14. **CONVENIENCE FEATURES:** Factory installed fresh air type heater, defroster, and air conditioning front and rear (standard non-automatic temperature control model). Factory installed minimum AM/FM radio, with clock.
- 4.4.15. **INSTRUMENTATION:** Speedometer and odometer shall be calibrated before delivery within a plus or minus 3% accuracy. Speedometer to have a minimum range of 0-140 MPH in maximum 2 MPH increments. Vehicle shall also include water temperature, oil pressure, and volt or ammeter gauges.
- 4.4.16. **WINDSHIELD WASHER SYSTEM:** Vehicle shall be provided with multi-speed intermittent electric windshield wipers.
- 4.4.17. **SEATING:** Front area seating shall have left and right door arm rests. Front seating shall have individual driver and passenger front bucket seats with heavy duty cloth trim having approximately 8" space between the seats, Rear seat must be manufactured on heavy duty vinyl.
- 4.4.18. **FLOOR:** Heavy duty rubber floor covering, front and rear.
- 4.4.19. **LOCKS:** Vehicle shall be equipped with power window and door locks. Rear window controls from the rear seating positions must be disabled. Rear windows and rear door locks must be controlled from front driver position only.
- 4.4.20. **WINDOWS:** All windows shall have factory installed tinted glass.

- 4.4.21 **CABIN FILTER:** Vehicle shall have a dry type air cleaner.
- 4.4.22 **OIL FILTER:** Vehicle shall be equipped with a spin on type engine oil filter.
- 4.4.23. **COLOR:** Exterior vehicle color shall be painted manufacturer's gloss black. All four doors shall be painted the manufacturer's gloss bright white that is 1/4" from window edge and have a clean edge at door interior. Paint splatters and uneven paint edge lines shall be returned for correction. Interior color shall be black. City shall provide photos with the purchase order to demonstrate the two color paint scheme, which Vendor shall match.
- 4.4.24. **DARK FEATURE:** Vehicle shall be equipped with individual dome and auxiliary map lights. Auxiliary map light must to be centered from side to side above inside rear view mirror, positioned to illuminate front seat area. Vehicle should have "Dark Feature" where no dome light illuminates when driver door is ajar that can be disabled or engaged as needed. Auxiliary map light shall to be centered from side to side above inside rear view mirror, positioned to illuminate front seat area. Auxiliary map light must be Grote Duramold 61161 or equal (minimum 21 C.P.).
- 4.4.25. **KEY COMMON:** Vehicles must be keyed alike with five (5) keys provided for each vehicle. The key codes will be provided after the contract is awarded.
- 4.4.26. **SPOT LIGHT:** Factory installed left hand pillar mounted spot light, black finish with clear halogen or LED bulb, all controls (on/off switch and directional) must be inside driver's compartment and easily accessible with driver's left hand.
- 4.4.27 **SAFETY FEATURES:** Vehicle safety features shall include the following at minimum:
- 4.4.27.1 Padded dash and driver's side air bag,
  - 4.4.27.2 Hands free capability for cellular phone use.
  - 4.4.27.3 Rear back up camera with image in rearview mirror.
  - 4.4.27.4 Reverse sensing system.
- 4.4.28. **UPFITTING AIDS:** The vehicle shall have upfitting aids provided which shall include but are not limited to the following:
- 4.4.28.1 Wiring diagrams of vehicle within 72 hours of request.
  - 4.4.28.2 Easy drop headliner for light bar mounting.
  - 4.4.28.3 Dash-pass through for aftermarket wiring.
  - 4.4.28.4 Pre-wiring for grille lamp, siren, and speaker.
  - 4.4.28.5 Wire channels from vehicle front to vehicle back to aid with aftermarket upfitting.

#### **ADDITIONAL OPTIONS:**

- 4.4.29 At the City's discretion, these items shall be added to the BASE VEHICLE as described above and shall increase the total cost of the vehicle in the amounts stated on the Price Schedule:
- 4.4.29.1 Setina Push Bumper Part# PB-400 Black, or current equivalent Setina part# for applicable model supplied.
  - 4.4.29.2 Setina Prisoner Barrier Part# 10XL Horizontal Sliding, or current equivalent Setina part# for applicable model supplied.
  - 4.4.29.3 Troy Cargo Barrier, Part# TP-FDFX-R, or current equivalent Troy part# for applicable model supplied.
  - 4.4.29.4 Front Headlamp Lighting Solution (66A pre-installed wigwag lighting solution).

- 4.4.29.5 Taillamp Lighting Solution (66B pre-installed wigwag lighting solution).
- 4.4.29.6 Interior Upgrade – Carpet floors, cloth rear seating, front center console with storage compartments and air rest.
- 4.4.30 At the City's discretion, these items shall alter the required specifications of the BASE VEHICLE and the City shall receive a credit against the total cost in the amounts stated on the Price Schedule.
  - 4.4.30.1 Single Color Vehicle Manufacturer's Shadow Black
  - 4.4.30.2 Single Color Vehicle Manufacturer's Oxford White
  - 4.4.30.3 Single Color Vehicle Manufacturer's Standard Other Available Colors
  - 4.4.30.4 Remove hand pillar spotlight from base vehicle
  - 4.4.30.5 Police Interceptor badge plate deleted from base vehicle.
  - 4.4.30.6 Optima Yellow Top Deep Cycle battery with cold cranking amps @ 0 minimum of 750, cranking amps @ 32 minimum of 870, with a Reserve minimum of 120.



## 005 - SUPPLEMENTAL TERMS & CONDITIONS

### Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract. This contract shall begin upon the date specified in the award letter, if it does not exceed \$50,000. This contract shall terminate on October 31, 2019.

### Renewals.

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

### Liquidated Damages for Delay:

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

### Change Orders.

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

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

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

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

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

### 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.**

### Producer Price Index (PPI) Price Adjustment Clause.

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

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

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

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

PPI Index for Price Adjustment. The U.S. Department of Labor, Bureau of Labor Statistics ("BLS") Producers Price Index ("PPI") for **Trucks, Truck Tractors, & Bus Chassis 14,000 lbs. or less, incl. Minivans & SUV - CU3361103361102**, shall be used by the Parties to calculate changes in price. If this index is discontinued, the Parties shall use the next, higher level series of this index that is available. If no higher level series of said index is available, the Parties shall negotiate a successor index. If the BLS changes the title of this index or recodes the index, it is considered the same series and requires no change by the Parties.

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

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

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

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

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

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

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

Limitation of Price Adjustment. In no event shall the aggregate of all price adjustments authorized herein for any given Line Item exceed 10% of the original base price for that Line Item. If the calculation results in an increased price that would exceed this limitation, the price adjustment shall be limited to a maximum price adjustment of 10% of the original base price.

Written Requests for Price Adjustments. Price adjustments are not automatic. Vendor must submit a written request for a price adjustment to the Purchasing & General Services Department. Requests must be received by the Purchasing & General Services Department at least 60 days' prior to the date the price adjustment is to take effect. If City does not wish to accept the price adjustment, City may terminate the contract for convenience. City may initiate a price adjustment in the event of falling prices. City shall notify Vendor at least 30days' prior to the date the price adjustment is to take effect.

#### Insurance.

Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department - Purchasing Division, which shall be clearly labeled "**ANNUAL CONTRACT FOR POLICE PATROL FORD INTERCEPTOR UTILITY VEHICLES**" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and



approved by City's Finance Department - Purchasing Division. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

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

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

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. 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 <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence

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

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

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

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

Name City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with City, with the exception of the workers' compensation and professional liability policies;

Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where City is an additional insured shown on the policy;



Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of City; and

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

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

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

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

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

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

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

#### Incorporation of Attachments.

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

Attachment A – Price Schedule

Attachment B – City of San Antonio Local Preference Program Forms

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

## 006 - GENERAL TERMS & CONDITIONS

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

### Delivery of Goods/Services.

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

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

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

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

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

### Invoicing and Payment.

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

### Information Required On Invoice.

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

### Payment by City.

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

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



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

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

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

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

#### **Termination.**

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

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

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

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

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

#### **INDEMNIFICATION.**

**VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE**



**APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.**

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

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

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

#### Records Retention.

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

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

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

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

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

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

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

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

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

As a party to this contract, Vendor understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

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

**Prohibition on Contracts with Companies Boycotting Israel**

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

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

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

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

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



CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS PROHIBITED. Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Vendor hereby certifies that it is not identified on such a list. City hereby relies on Vendor's certification. If found to be false, or if Vendor is identified on said list during the course of its contract with City, City may terminate the Contract for material breach.

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

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

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



**007 - SIGNATURE PAGE**

By submitting an offer, 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.: \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign Offer

## 008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 009 - ATTACHMENTS

### Attachment A

#### PRICE SCHEDULE

##### Local Preference Program (LPP) Ordinance

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

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

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

The price of the units of Item 1 and 2 will be evaluated with one the base vehicle, one each Front Headlamp Lighting Solution (66A pre-installed wigwag lighting solution) and Taillamp Lighting Solution (66B pre-installed wigwag lighting solution).

#### ITEMS PRICING

ITEM	ESTIMATED ANNUAL QUANTITY	DESCRIPTION
1	120	Ford Explorer Interceptor Utility Vehicles

BASE VEHICLE PRICE EACH: \$ \_\_\_\_\_

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

YEAR, MAKE & MODEL OFFERED:

\_\_\_\_\_

ENGINE OFFERED:

\_\_\_\_\_

TRANSMISSION OFFERED:

\_\_\_\_\_

VEHICLE WARRANTY:

\_\_\_\_\_



WARRANTY SERVICE PROVIDER FACILITY NAME:

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WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

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DELIVERY WILL BE MADE WITHIN \_\_\_\_\_ CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

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

INDICATE THE LAST MONTH 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? (YES/NO)

\_\_\_\_\_.

**Additional Options to Base Vehicle:** Listed here are additional options that City may add to the base vehicle for the price submitted below. In order to be considered for contract award, offeror must provide a price for each of the following optional items.

**ITEM 1: 4.3.29.1** Setina Push Bumper

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

Setina part# for applicable model supplied:

---

**ITEM 1: 4.3.29.2** Setina Prisoner Barrier Part# 10XL Horizontal Sliding, or current equivalent

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

Setina part# for applicable model supplied:

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**ITEM 1: 4.3.29.3** Troy Cargo Barrier, Part# TP-FDFX-R, or current equivalent Troy part# for applicable model supplied.

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

Troy part# for applicable model supplied:

---

**ITEM 1: 4.3.29.4** Front Headlamp Lighting Solution (66A pre-installed wigwag lighting solution)

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

**ITEM 1: 4.3.29.5** Taillamp Lighting Solution (66B pre-installed wigwag lighting solution)

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

**ITEM 1: 4.3.29.6** Interior Upgrade – Carpet floors, cloth rear seating, front center console with storage compartments and air rest.

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

**Additional / Deduction Options to Base Vehicle:** Listed here are additional options that City may select for the base vehicle for an additional fee or price reduction. In order to be considered for contract award, offeror must provide a price for each of the following optional items.

**ITEM 1: 4.3.30.1** Single Color Vehicle Manufacturer's Shadow Black (Deduct)

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

**ITEM 1: 4.3.30.2** Single Color Vehicle Manufacturer's Oxford White (Deduct)

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

**ITEM 1: 4.3.30.3** Single Color Vehicle Manufacturer's Standard Other Available Colors (Deduct)

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

**ITEM 1: 4.3.30.4** Remove hand pillar spotlight from base vehicle and receive credit against total cost of the base vehicle. (Deduct)

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

**ITEM 1: 4.3.30.5** Police Interceptor badge plate deleted from base vehicle.

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

**ITEM 1: 4.3.30.6** Optima Yellow Top Deep Cycle battery with cold cranking amps @ 0 minimum of 750, cranking amps @ 32 minimum of 870, with a Reserve minimum of 120.

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

ITEM	ESTIMATED ANNUAL QUANTITY	DESCRIPTION
2	120	Hybrid Ford Explorer Interceptor Utility Vehicles

BASE VEHICLE PRICE EACH: \$ \_\_\_\_\_

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

YEAR, MAKE & MODEL OFFERED:

\_\_\_\_\_

ENGINE OFFERED:

\_\_\_\_\_

TRANSMISSION OFFERED:

\_\_\_\_\_

VEHICLE WARRANTY:

\_\_\_\_\_

WARRANTY SERVICE PROVIDER FACILITY NAME:

\_\_\_\_\_

\_\_\_\_\_

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

DELIVERY WILL BE MADE WITHIN \_\_\_\_\_ CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

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

INDICATE THE LAST MONTH 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? (YES/NO)  
\_\_\_\_\_.



**Additional Options to Base Vehicle:** Listed here are additional options that City may add to the base vehicle for an additional fee. In order to be considered for contract award, offeror must provide a price for each of the following optional items.

**ITEM 1: 4.4.29.1** Setina Push Bumper

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

Setina part# for applicable model supplied:

\_\_\_\_\_

**ITEM 1: 4.4.29.2** Setina Prisoner Barrier Part# 10XL Horizontal Sliding, or current equivalent

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

Setina part# for applicable model supplied:

\_\_\_\_\_

**ITEM 1: 4.4.29.3** Troy Cargo Barrier, Part# TP-FDFX-R, or current equivalent Troy part# for applicable model supplied.

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

Troy part# for applicable model supplied:

\_\_\_\_\_

**ITEM 1: 4.4.29.4** Front Headlamp Lighting Solution (66A pre-installed wigwag lighting solution)

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

**ITEM 1: 4.4.29.5** Taillamp Lighting Solution (66B pre-installed wigwag lighting solution)

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

**ITEM 1: 4.4.29.6** Interior Upgrade – Carpet floors, cloth rear seating, front center console with storage compartments and air rest.

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

**Additional / Deduction Options to Base Vehicle:** Listed here are additional options that City may select for the base vehicle for an additional fee or price reduction. In order to be considered for contract award, offeror must provide a price for each of the following optional items.

**ITEM 1: 4.4.30.1** Single Color Vehicle Manufacturers Shadow Black (Deduct)

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

**ITEM 1: 4.4.30.2** Single Color Vehicle Manufacturers Oxford White (Deduct)

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

**ITEM 1: 4.4.30.3** Single Color Vehicle Manufacturers Standard Other Available Colors (Deduct)

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

**ITEM 1: 4.4.30.4** Remove hand pillar spotlight from base vehicle and receive credit against total cost of the base vehicle. (Deduct)

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

**ITEM 1: 4.4.30.5** Police Interceptor badge plate deleted from base vehicle.

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

**ITEM 1: 4.4.30.6** Optima Yellow Top Deep Cycle battery with cold cranking amps @ 0 minimum of 750, cranking amps @ 32 minimum of 870, with a Reserve minimum of 120.

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

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

007 - SIGNATURE PAGE

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

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

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

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

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

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

Offeror Information:

Please Print or Type:

Vendor ID No.:

Signer's Name:

Name of Business:

Street Address:

City, State, Zip Code:

Email Address:

Telephone No.:

Fax No.:

City's Solicitation No.:

A. Glen Angelle  
Silsbee Ford  
1211 U.S. Hwy 96N  
Silsbee, Texas 77656  
gangelles.cowboyfleet@gmail.com  
409-880-9191  
409-895-3884  
6100011357

  
Signature of Person Authorized to Sign Offer



009 - ATTACHMENTS

Attachment A

PRICE SCHEDULE

Local Preference Program (LPP) Ordinance

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

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

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

The price of the units of Item 1 and 2 will be evaluated with one the base vehicle, one each Setina Push Bumper one each Setina Prisoner Barrier, one each Troy Cargo Barrier, one each Front Headlamp Lighting Solution (66A pre-installed wigwag lighting solution) and Taillamp Lighting Solution (66B pre-installed wigwag lighting solution).

ITEMS PRICING

ITEM	ESTIMATED ANNUAL QUANTITY	DESCRIPTION
1	120	Ford Explorer Interceptor Utility Vehicles

BASE VEHICLE PRICE EACH: \$ 32,332<sup>00</sup>

TOTAL: \$ 3,879,840.00

YEAR, MAKE & MODEL OFFERED:

2020 Ford Interceptor SUV

ENGINE OFFERED:

3.3 L V6

TRANSMISSION OFFERED:

10 SPD Auto

VEHICLE WARRANTY:

36mo/36,000 Bumper To Bumper Sync/100,000 Powertrain

WARRANTY SERVICE PROVIDER FACILITY NAME:

Local Dealer

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

Local Dealer

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

MONTH OF PRODUCTION CUT-OFF DATE: 5-30-20

INDICATE THE LAST MONTH THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 5-30-20

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? (YES/NO)

NO

Additional Options to Base Vehicle: Listed here are additional options that City may add to the base vehicle for the price submitted below. In order to be considered for contract award, offeror must provide a price for each of the following optional items.

ITEM 1: 4.3.29.1 Setina Push Bumper

PRICE EACH: \$ 331

Setina part# for applicable model supplied:

SET. BK05341Tu20

ITEM 1: 4.3.29.2 Setina Prisoner Barrier Part# 10XL Horizontal Sliding, or current equivalent

PRICE EACH: \$ 650<sup>00</sup>

Setina part# for applicable model supplied:

SET. PK11291Tu20

ITEM 1: 4.3.29.3 Troy Cargo Barrier, Part# TP-FDFX-R, or current equivalent Troy part# for applicable model supplied.

PRICE EACH: \$ 360<sup>00</sup>

Troy part# for applicable model supplied:

ISM.TP-FDUV20-R

ITEM 1: 4.3.29.4 Front Headlamp Lighting Solution (66A pre-installed wigwag lighting solution)

PRICE EACH: \$ 513<sup>00</sup>

ITEM 1: 4.3.29.5 Taillamp Lighting Solution (66B pre-installed wigwag lighting solution)

PRICE EACH: \$ 191<sup>00</sup>

ITEM 1: 4.3.29.6 Interior Upgrade – Carpet floors, cloth rear seating, front center console with storage compartments and air rest.

PRICE EACH: \$ 389<sup>00</sup>

Additional / Deduction Options to Base Vehicle: Listed here are additional options that City may select for the base vehicle for an additional fee or price reduction. In order to be considered for contract award, offeror must provide a price for each of the following optional items.

ITEM 1: 4.3.30.1 Single Color Vehicle Manufacturer's Shadow Black (Deduct)

PRICE EACH: \$ 505<sup>00</sup>

ITEM 1: 4.3.30.2 Single Color Vehicle Manufacturer's Oxford White (Deduct)

PRICE EACH: \$ 515<sup>00</sup>

ITEM 1: 4.3.30.3 Single Color Vehicle Manufacturer's Standard Other Available Colors (Deduct)

PRICE EACH: \$ 525<sup>00</sup>

ITEM 1: 4.3.30.4 Remove hand pillar spotlight from base vehicle and receive credit against total cost of the base vehicle. (Deduct)

PRICE EACH: \$ 389<sup>00</sup>

ITEM 1: 4.3.30.5 Police Interceptor badge plate deleted from base vehicle.

PRICE EACH: \$ 21<sup>00</sup>

ITEM 1: 4.3.30.6 Optima Yellow Top Deep Cycle battery with cold cranking amps @ 0 minimum of 750, cranking amps @ 32 minimum of 870, with a Reserve minimum of 120.

PRICE EACH: \$ 195<sup>00</sup>



ITEM	ESTIMATED ANNUAL QUANTITY	DESCRIPTION
2	120	Hybrid Ford Explorer Interceptor Utility Vehicles

BASE VEHICLE PRICE EACH: \$ 35561<sup>00</sup>

TOTAL: \$ 4,267,320.00

YEAR, MAKE & MODEL OFFERED:

2020 Ford Interceptor SUV

ENGINE OFFERED:

3.3L HyBrID

TRANSMISSION OFFERED:

10 spd. Auto

VEHICLE WARRANTY:

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

WARRANTY SERVICE PROVIDER FACILITY NAME:

Local Dealer  
La

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

Local Dealer

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

MONTH OF PRODUCTION CUT-OFF DATE: 5-20-20

INDICATE THE LAST MONTH THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 5-30-20

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? (YES/NO)  
no

**Additional Options to Base Vehicle:** Listed here are additional options that City may add to the base vehicle for an additional fee. In order to be considered for contract award, offeror must provide a price for each of the following optional items.

**ITEM 1: 4.4.29.1 Setina Push Bumper**

PRICE EACH: \$ 331

Setina part# for applicable model supplied:

SET. BKO534ITU20

**ITEM 1: 4.4.29.2 Setina Prisoner Barrier Part# 10XL Horizontal Sliding, or current equivalent**

PRICE EACH: \$ 650<sup>00</sup>

Setina part# for applicable model supplied:

SET. PKR1129ITU20

**ITEM 1: 4.4.29.3 Troy Cargo Barrier, Part# TP-FDFX-R, or current equivalent Troy part# for applicable model supplied.**

PRICE EACH: \$ 360<sup>00</sup>

Troy part# for applicable model supplied:

TSM.TP-FDUV20-R.

**ITEM 1: 4.4.29.4 Front Headlamp Lighting Solution (66A pre-installed wigwag lighting solution)**

PRICE EACH: \$ 513<sup>00</sup>

**ITEM 1: 4.4.29.5 Taillamp Lighting Solution (66B pre-installed wigwag lighting solution)**

PRICE EACH: \$ 191

**ITEM 1: 4.4.29.6 Interior Upgrade – Carpet floors, cloth rear seating, front center console with storage compartments and air rest.**

PRICE EACH: \$ 389<sup>00</sup>

**Additional / Deduction Options to Base Vehicle:** Listed here are additional options that City may select for the base vehicle for an additional fee or price reduction. In order to be considered for contract award, offeror must provide a price for each of the following optional items.

ITEM 1: 4.4.30.1 Single Color Vehicle Manufacturers Shadow Black (Deduct)

PRICE EACH: \$ 505<sup>00</sup>

ITEM 1: 4.4.30.2 Single Color Vehicle Manufacturers Oxford White (Deduct)

PRICE EACH: \$ 515<sup>00</sup>

ITEM 1: 4.4.30.3 Single Color Vehicle Manufacturers Standard Other Available Colors (Deduct)

PRICE EACH: \$ 525<sup>00</sup>

ITEM 1: 4.4.30.4 Remove hand pillar spotlight from base vehicle and receive credit against total cost of the base vehicle. (Deduct)

PRICE EACH: \$ 389<sup>00</sup>

ITEM 1: 4.4.30.5 Police Interceptor badge plate deleted from base vehicle.

PRICE EACH: \$ 21<sup>00</sup>

ITEM 1: 4.4.30.6 Optima Yellow Top Deep Cycle battery with cold cranking amps @ 0 minimum of 750, cranking amps @ 32 minimum of 870, with a Reserve minimum of 120.

PRICE EACH: \$ 195<sup>00</sup>

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE BIDDER'S / RESPONDENT'S PERCENTAGE OF OWNERSHIP IN THE JOINT VENTURE: 0 %

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

SOLICITATION NAME/NUMBER: 6100011357

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

Name of Business:	Silsbee Ford	
Physical Address:	1210 N Hwy 96	
City, State, Zip Code:	Silsbee TX, 77656	
Phone Number:	409-880-9191	
Email Address:	gongelle.cowboy@tcomail.com	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent:	<u>15</u>	
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	<input checked="" type="radio"/> Yes	No
Has the business been headquartered in the incorporated San Antonio city limits for one year or more? (circle one)	<input checked="" type="radio"/> Yes	No
If the answers to the questions above are "Yes", stop here. If the answer to either of the above questions is "No", provide responses to the following questions:		

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

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

Name of Business:	Texas Auto Carrier / Mannheim Auto Action	
Physical Address:	5765 BicenTennial ST. Silsbee Ford	
City, State, Zip Code:	San Antonio Tx 78219	
Phone Number:	210-666-3333	
Email Address:	ford.wagner@TexasAutoCarrier.com	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent in the local office:	75	
Is the business located in the incorporated San Antonio city limits? (circle one)	<input checked="" type="radio"/> Yes	No
Has the business been located in the incorporated San Antonio city limits for one year or more? (circle one)	<input checked="" type="radio"/> Yes	No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	<input checked="" type="radio"/> No
Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	<input checked="" type="radio"/> Yes	No
Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one)	<input checked="" type="radio"/> Yes	No



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

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ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

BIDDER'S / RESPONDENT'S FULL NAME:

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

[Signature]  
(Signature) Authorized Representative of Bidder / Respondent

Sales Assoc.  
Title

4-18-19.  
Date

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

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

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

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

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

**Definitions.**

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

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

The program uses the below definition of joint venture.

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

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

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

**INSTRUCTIONS**

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

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

SOLICITATION NAME/NUMBER: 6100011357

Name of Respondent:	SilsBae Ford	
Physical Address:	1211 U.S. Hwy 916N	
City, State, Zip Code:	SilsBae, Texas 77656	
Phone Number:	409-880-9191	
Email Address:	gangelles.cowboyflyer@gmail.com	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes	<input checked="" type="radio"/> No
Name of SUBCONTRACTOR Veteran-Owned Small Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is SUBCONTRACTOR certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the SBA Certification #		
If not certified by the SBA, is SUBCONTRACTOR certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the name of the entity who has certified SUBCONTRACTOR as a VOSB. Include any identifying certification numbers.		
Participation Percentage:	0	
Participation Dollar Amount	0	



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

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**ACKNOWLEDGEMENT**

**THE STATE OF TEXAS**

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

**BIDDER/RESPONDENT'S FULL NAME:**

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

A. Glen Angell  
(Signature) Authorized Representative of Bidder/Respondent

Sole  
Title

4-18-19  
Date

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



## City of San Antonio

### ADDENDUM I

**SUBJECT:** Formal Request For Offer (RFO) 6100011357 Annual Contract for Police Patrol Ford Interceptor Utility Vehicles scheduled to open April 17, 2019 date of issue April 2, 2019.

**DATE:** April 15, 2019

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

1. THE BID OPENING IS HEREBY EXTENDED TO APRIL 19, 2019 10:00 A.M. CENTRAL TIME.

2. IFB Document Section 004 – Specifications / Scope of Services:

4.3	ITEM	ESTIMATED ANNUAL QUANTITY	DESCRIPTION
	1	120	Ford Explorer Interceptor Utility Vehicles

Changed to read:

4.3.26. SPOT LIGHT: Factory installed left hand pillar mounted spot light, black finish with clear halogen or LED bulb, all controls (on/off switch and directional) must be inside driver's compartment and easily accessible with driver's left hand.

4.4	ITEM	ESTIMATED ANNUAL QUANTITY	DESCRIPTION
	2	120	Hybrid Ford Explorer Interceptor Utility Vehicles

4.4.26. SPOT LIGHT: Factory installed left hand pillar mounted spot light, black finish with clear halogen or LED bulb, all controls (on/off switch and directional) must be inside driver's compartment and easily accessible with driver's left hand.

### Price Schedule (Evaluation)

Changed to read:

The price of the units of Item 1 and 2 will be evaluated with one the base vehicle, one each Front Headlamp Lighting Solution (66A pre-installed wigwag lighting solution) and Taillamp Lighting Solution (66B pre-installed wigwag lighting solution).

  
Paul J. Calapa  
Purchasing Administrator  
Finance Department, Purchasing Division

Finance Department, Purchasing Division  
PO Box 839966 • San Antonio, TX 78283-3966 • Tel: 210-207-7260

