ORDINANCE 2020-05-21-0332

APPROVING A CONTRACT WITH GRANDE TRUCK CENTER TO PROVIDE THE ANIMAL CARE SERVICES DEPARTMENT WITH TWO ANIMAL TRANSPORT VANS FOR A TOTAL COST OF \$133,416.00. FUNDING IS AVAILABLE FROM THE FY 2020 EQUIPMENT RENEWAL AND REPLACEMENT FUND BUDGET.

* * * * *

WHEREAS, a bid was submitted to provide the City of San Antonio's Animal Care Services Department with two replacement, animal transport vans to transport rescued animals; and

WHEREAS, Grande Truck Center submitted the low bid for a total cost of \$133,416.00; and

WHEREAS, funding for this purchase is available in the FY 2020 Equipment Renewal and Replacement Fund in the amount of \$133,416.00; NOW THEREFORE:

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

SECTION 1. The bid submitted by Grande Truck Center for a total cost of \$133,416.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of the bid tabulation sheet and contract is attached hereto and incorporated herein for all purposes as **Exhibit I**.

SECTION 2. Funding for this ordinance in the amount of \$133,416.00 is available in Fund 72001000, Cost Center 3503200001 and General Ledger Account 5709080 as part of the Fiscal Year 2020 Budget adopted by City Council.

SECTION 3. Payment is authorized to Grande Truck Center and should be encumbered with a purchase order.

SECTION 4. The financial allocations in this ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this ordinance.

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

LC 05/21/20 Item No. 6

PASSED and APPROVED this 21st day of May, 2020.

MAY 0 R Ron Nirenberg

ATTEST:

APPROVED AS TO FORM:

Tina Flores, Acting City Clerk

Andrew Segovia, City Attorney



City of San Antonio

City Council

May 21, 2020

Item: 6 File Number: 20-3127 Enactment Number: 2020-05-21-0332

Ordinance approving a contract with Grande Truck Center to provide the Animal Care Services Department with two animal transport vans for a total cost of \$133,416.00. Funding for this purchase is available from the FY 2020 Equipment Renewal and Replacement Fund. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer]

Councilmember Manny Pelaez made a motion to approve. Councilmember Rebecca Viagran seconded the motion. The motion passed by the following vote:

Aye: 11 Nirenberg, Treviño, Andrews-Sullivan, Viagran, Rocha Garcia, Gonzales, Cabello Havrda, Sandoval, Pelaez, Courage and Perry LC 05/21/20 Item No. 6

Exhibit I

City of San Antonio Bid Tabulation

Opened: For:	March 11, 2020 Animal Transport Vans		LOCAL
			Grande Truck Center
510001260	2	GDL	4562 IH-10 East San Antonio
			TX 78219
ltem	Description	Quantity	210-661-4121
1	Cargo Van, E-Track, Curb Side Sliding Door	1	
	Price Each:		\$69,527.0
	Total:		\$69,527.0
	Vers Meles & Medel of Vers Offered		2020 Ford Transit Corgo High Bo
	Year, Make & Model of Van Offered:		2020 Ford Transit Cargo High Roo
	Specific Make & Model of Engine Offered (include SAE Net HP):		Ford 2.0L EcoBlue Bi-Turbo I-4 Dies
	Warranty:		Basic 36,000 Miles or 36 Month
	Van Warranty Service Provider Facility Name:		Grande Truck Cente
	Van Warranty Service Provider Facility Address:		4562 IH-10 Ea
			San Antonio, TX 7821
	Delivery:		200-260 Calendar Day
	Production Cut-off Date:		TBD Estimate 6/30/202
	Last day order can be placed without missing cut-off		
	date:		TBD Estimate 6/30/202
	Can bidder provide bid items after cut-off date:		Ν
2	Cargo Van, Kennels, Double Rear Passenger Doors	1	
	Price Each:		\$63,889.0
	Total:		\$63,889.0
	Year, Make & Model of Van Offered:		2020 Ford Transit Corgo Van Mid Hig
	Specific Make & Madel of Engine Offered (include CAE		
	Specific Make & Model of Engine Offered (include SAE Net HP):		Ford 3.5L PFDI V6 Flex Fu
	Warranty:		Basic 36,000 Miles or 36 Mont
	Van Warranty Service Provider Facility Name:		Grande Truck Cent
	Van Warranty Service Provider Facility Address:		4562 IH-10 Ea
	·		San Antonio, TX 782
	Delivery:		150-180 Calendar Da
	Production Cut-off Date:		TBD Estimate 6/30/202
	Last day order can be placed without missing cut-off date:		Estimate 6/30/202
	Can bidder provide bid items after cut-off date:		Ν
	Payment Terms		Net 3
	Award		\$133,416.0
	Total Award		\$133,416.0





CITY OF SAN ANTONIO FINANCE DEPARTMENT - PURCHASING DIVISION

FORMAL INVITATION FOR BID ("IFB") NO.: 6100012602

ANIMAL TRANSPORT VANS

Date Issued: FEBRUARY 24, 2020

BIDS MUST BE RECEIVED **NO LATER** THAN: 2:00 PM, CENTRAL TIME, MARCH 11, 2020

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

Address for hard copy responses:

Physical Address: City Clerk's Office c/o Municipal Archives and Records Facility 719 S. Santa Rosa San Antonio, Texas 78204-3114 Mailing Address: City Clerk's Office P.O. Box 839966 San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope "LIGHT DUTY SERVICE VEHICLES FOR ANIMAL CARE SERVICES" Bid Due Date: 2:00 p.m., CENTRAL TIME, MARCH 11, 2020 Bid No.: 6100012602 Bidder'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 Bidders and Attachments sections for more information on these requirements.

Pre-Submittal Conference *Yes

* If YES, the Pre-Submittal conference will be held on March 2, 2020 at 10:00 A.M. Central Time at Riverview Towers, 11th Floor, Hill Country Conference Room, 111 Soledad, San Antonio, TX 78205.

Staff Contact Person: GENARO DE LEON, PROCUREMENT SPECIALIST II, P.O. Box 839966, San Antonio, TX 78283-3966. Email: GENARO.DELEON@SANANTONIO.GOV

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SBEDA Contact Information: None

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003 - INSTRUCTIONS FOR BIDDERS

Submission of Bids.

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

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

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

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

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

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

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

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

Alternate Bids. Alternate bids may be allowed at the sole discretion of City.

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

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

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<u>Catalog Pricing</u>. (This section applies to bids using catalog pricing.)

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

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

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

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

Restrictions on Communication.

Bidders are prohibited from communicating with: 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the IFB or bids from the time the IFB has been released until the contract is posted for consideration as a City Council agenda item during a meeting designated as an "A" session; and 2) City employees from the time the IFB has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the IFB and/or bid submitted by Bidder. Violation of this provision by Bidder and/or its agent may lead to disgualification of Bidder's bid from consideration.

Exceptions to the restrictions on communication with City employees include:

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

Bidders may submit written questions, or objections to specifications, concerning this IFB to the Staff Contact Person listed on the Cover Page on or before 7 calendar days prior to the date bids are due. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

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

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

If this solicitation contains DBE/ACDBE requirements, bidders and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Barbara Trevino, who may be reached via telephone at (210) 207-3592 or through e-mail at <u>Barbara.Trevino@sanantonio.gov</u>. Bidders and/or their agents may contact Ms. Trevino at any time prior to the due date for submission of bids. Contacting her or her office regarding this IFB after the bid due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

Pre-Submittal Conference.

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

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

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

Changes to IFB.

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

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

Preparation of Bids.

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

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

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

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

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

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

Description of Supplies.

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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

<u>Confidential or Proprietary Information</u>. All bids become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Bidder should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Bidder may not be considered confidential under Texas law, or pursuant to a Court order. Note that pursuant to state law, bids are opened publicly and read aloud. In addition, bids are tabulated and posted to the City's website, so shall not be considered proprietary or confidential.

Interlocal Participation.

City may engage in cooperative purchasing with other governmental entities or governmental cooperatives ("Entity" or "Entities") to enhance City's purchasing power. At City's sole discretion and option, City may inform other Entities that they may acquire items listed in this IFB. If this contract will be subject to cooperative purchasing, such fact will be indicated in the Supplemental Terms and Conditions portion of this IFB. Such acquisition(s) shall be at the prices stated in the bid, and shall be subject to Bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid.

Bidder must sign and submit the rider, if attached to this IFB, with its bid, indicating whether Bidder wishes to allow other Entities to use its bid. Bidder shall sign and return any subsequently issued riders within ten calendar days of receipt. Bidder's decision on whether to allow other Entities to use the bid shall not be a factor in awarding this IFB.

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

Rejection of Bids.

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

Bidder misstates or conceals any material fact in the bid; or

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

The bid is conditional; or

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

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

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

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

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

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

Evaluation and Award of Contract.

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

City reserves the right to make an award on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" bid in the Supplemental Terms & Conditions.

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

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

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

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

Inspection of Facilities/Equipment.

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

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

Prompt Payment Discount.

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

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

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

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

Bid Protest Procedures.

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

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

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

<u>Prohibited Financial Interest</u>. The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in §2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with City. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

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

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

<u>Unfair Advancement of Private Interests</u>. Pricing and discounts contained in this contract are for use by City departments conducting City business. City employees may not use their positions to obtain special treatment or prices that are not available to the general public.

Conflict of Interest.

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

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Texas Local Government Code.

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

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

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

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

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

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

If delivering by hand, deliver to:

City Clerk's Office c/o Municipal Archives and Records Facility 719 S. Santa Rosa 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.

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

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

Print your completed Form 1295 and the certification of filing. Sign Form 1295 and submit it, along with the certification of filing, with your response to this solicitation. In Box 3 of Form 1295, 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.

"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 two (2) custom cargo vans that shall be used by the Animal Care Services Department to transport animals long distances. Vendor shall upfit each van with rear HVAC, insulation, and individualized cargo holds from specifications outlined in Item 1 and Item 2.

Item 1 - Cargo Van, E-Track, Curb Side Sliding Door Item 2 - Cargo Van, Kennels, Double Rear Passenger Doors

- 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 Successful vendor is required to notify the City of all production "cut-off" dates necessary for order submission. Vehicles are to be year model 2020 or newer.
- 4.2.2 Vehicles shall include all manufacturers' standard equipment unless otherwise specified or replaced therein. All components shall be new, unused, standard production models, and equipment. All components shall be installed, ready for operation upon delivery, and serviced in accordance with the manufacturer's recommended pre-delivery check list. Equipment offered under the below listed specifications will be considered unacceptable if for any reason its long term availability on the U.S. market or in the local area is in doubt.
- 4.2.3 Equipment 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.
- 4.2.4 Delivery: All deliveries are to be made inside the City limits of San Antonio to the following address:

City of San Antonio, Southeast Service Center, Building 6, Gate 5 1318 SE Loop 410 San Antonio, TX 78220

- 4.2.5 Delivery to a non-specified location will result in non-acceptance of the vehicle(s) by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS. Vehicles will be accepted from 8:00 A.M. to 3:00 P.M. CST. Vehicles with more than 1000 miles accumulated on the odometer will not be accepted. All vehicles are required to have a full tank(s) when delivered to the City specified location.
- 4.2.6 The City anticipates that a quick delivery of vehicles will be essential and a short guaranteed delivery can be considered in award of this contract. Per Section §252.043 of the Texas Local Government Code, the contract will be awarded to the lowest responsible bidder or the bidder who provides the best value for the City. Upon City's issuance of a Purchase Order, vendor shall provide written acknowledgement of order placement and supply a copy of the build sheet and guaranteed delivery date of the completed unit within the delivery time frame submitted on Attachment A, Price Schedule. A 30 day or longer delay may cause cancelation of order at ordering department's discretion. Electrical wiring schematics that include lighting and air conditioning systems for the body shall be provided by Vendor at time of delivery. Electrical wiring schematics shall be provided in paper and electronic format.
- 4.2.7 Literature and Equipment Manuals Vendor shall furnish (4) complete sets per vehicle type of the following: Parts Manual, Maintenance Manual, Service Manual, and Operators Manual or USB drive per model of all equipment, accessories, and components. Vendor shall furnish (4) complete sets of detailed literature and specifications of each vehicle type upon contract award. On-line access to these manuals may also be accepted in-lieu of printed manuals or USB drive or on-line access for each item bid.

- 4.2.8 The Manufacturer's Statement of Origin (MSO), dealer temporary license plates/tags that is a minimum of 30 days until expiration, proper invoice, Texas Vehicle Inspection Report, signed 130U form and a State Weight Certificate/slip (for trucks over one ton) are required upon delivery of each vehicle. If any of these items are missing, City will deem the vehicle delivered Not as Specified and the vehicle will not be processed or accepted. All completed paperwork shall be provided to Fleet Acquisition staff.
- 4.2.9 Vendor will install all bodies and components in accordance with the appropriate complete Vehicle Data Manual. Vendor will post certification of compliance on the left door post of the vehicle. Except for manufacturer's data plates (maximum 4" x 6"), vendor will not apply vendor's or the manufacturer's identifying markings (decals and plates) to the vehicle or mounted components. Vendor will complete installation in compliance with Federal Motor Vehicle Department of Transportation Standards and Texas State Highway requirements. Vendor will install the body and accessories on City furnished vehicles by drilling holes in the frame. Welding on or cutting of the 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.
- 4.2.10 All vehicles shall be factory-equipped with an air conditioning/heater/defroster with the maximum capacity cooling system which is offered by manufacturer, full headliner, minimum OEM AM/FM radio, power steering, power ABS brakes, power windows, power door locks, power mirrors and a manual tilt steering wheel. All units must be equipped with a steering column mounted gear selector unless otherwise specified. Each unit shall have a minimum of three keyless remotes (fobs) and shall have a minimum of three (3) sets of keys, unless the vehicle utilizes a push button ignition system, then a minimum of three (3) keyless remote fobs are required.
- 4.2.11 Convenience Features: Vehicle shall be equipped with adjustable steering seats, intermittent wipers.
- 4.2.12 All units shall be equipped with safety equipment as required by the Federal Government and shall MEET ALL SAFETY STANDARDS AND REQUIREMENTS.
- 4.2.13 All accessories and equipment shall be OEM. All equipment provided by vendor must be manufacturer-rated as low emission on all models on which it is available.
- 4.2.14 Electrical: A standard duty battery shall be offered by manufacturer for models being bid. All units shall be equipped with oil pressure, water temperature, and volt or amp gauges.
- 4.2.15 Vehicles shall be equipped with OEM tinted glass.
- 4.2.16 Vehicles shall have at minimum a driver's seat and one passenger seat, unless otherwise specified.
- 4.2.17 All vehicles shall have vinyl type seating for front and rear seats, if applicable, along with rubber or carpet delete flooring unless otherwise specified.
- 4.2.18 Exhaust: Vehicles shall be equipped with stainless steel rear pipe with catalytic converter unless otherwise specified.
- 4.2.19 Unless otherwise specified all equipment is to be standard OEM white in color.

4.3	ITEM	QUANTITY	DESCRIPTION
	1	1	Cargo Van, E-Track, Curb Side Sliding Door

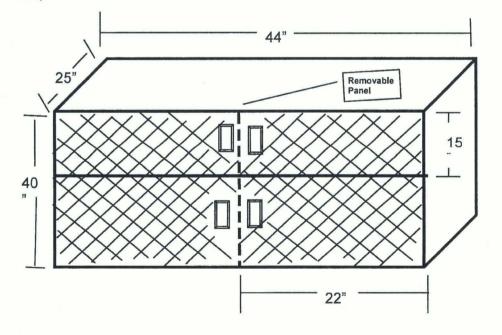
- 4.3.1 ENGINE: Diesel powered engine that has a minimum 4 cylinders and produces a minimum 170 HP. *
- 4.3.2 GVWR: Between 8,501- 10,000 lbs.
- 4.3.3 **TRANSMISSION/ DRIVE:** Automatic transmission; minimum 5- speed with overdrive; power steering equipped. Either Front Wheel Drive (FWD) or Rear Wheel Drive (RWD) shall be acceptable.
- 4.3.4 SUSPENSION: Heaviest duty suspension available shall be provided.
- 4.3.5 BRAKES: Equipped with 4-wheeled disc brake system and 4-wheeled ABS.
- 4.3.6 WHEELBASE: Minimum 145" inches wheel base with manufacturer's extra-long body length.

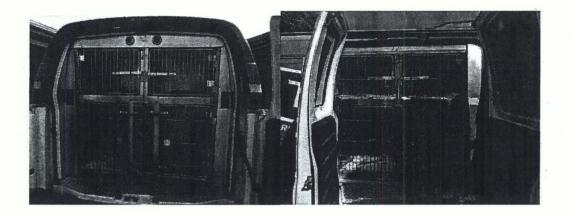
- 4.3.7 WHEELS & TIRES: Tires shall meet or exceed the minimum gross vehicle weight rating of vehicle and shall be an all season tread design.
- 4.3.8 FUEL SYSTEM: Minimum 25 gallon tank capacity certified to run on diesel.
- 4.3.9 WINDOWS: Vehicle shall be equipped with driver and front passenger windows, and no rear windows.
- 4.3.10 ROOF: Vehicle shall be equipped with a high top roof. Roof shall be insulated.
 - 4.3.11 REAR PASSENGER DOOR: Vehicle shall be equipped with a curbside sliding door no glass.
 - 4.3.12 **REAR CARGO DOOR:** Rear cargo door shall be dual door swing type with windows.
 - 4.3.13 **MIRRORS:** OEM standard type inside. Power mirrors outside, left and right, collapsible, below eye level type. Outside mirror shall have an adjustable convex mirror installed below the standard mirror. Largest size available offered with model. Mirror to be remote controlled from driver
 - 4.3.14 SEATING: Vehicle shall seat 2, including driver. Upholstery shall be dark vinyl.
- 4.3.15 AIR CONDITIONER: Van shall be equipped with factory front HVAC System and a refrigeration system (RedDOT R-9777 or approved equal) to cool rear cargo area. Refrigeration unit controls and temperature monitor shall be accessible from driver's position.
 - 4.3.16 **TOW PACKAGE:** Tow package shall include receiver hitch with 2" hitch opening, OEM in-cab mounted trailer brake controller, 7-Way round RV style connector (Flat Pin), 2" receiver, locking pin and 2" ball.
 - 4.3.17 **SAFETY:** Vehicle must be equipped with a backup camera and backup sensors. Back up sensors must provide audible alarm in cab as unit moves closer towards stationary objects.
- 4.3.18 CARGO AREA: Van shall be equipped with insulated roof and walls. Walls shall be a non-porous material that can be wiped clean and sanitized. Cargo area flooring shall be non-porous slip resistant (Rhino Lined or approved equal) rubberized flooring. Walls and flooring shall each have 2 strips of e-track spaced evenly apart to secure cargo. Vehicle shall be equipped with a sealed cargo barrier that provides sound and smell proofing. Barrier shall allow visibility into the cargo area via a window.
 - 4.3.19 **RUNNING BOARDS**: Vehicle shall be provided with running boards for driver and passenger.
 - 4.3.20 This van is a reconfiguration of Unit #114111-R1 and shall be used by the Animal Care Services Department for long range transport of live animals.
 - 4.3.21 Van shall be supplied with exempt license plates.

4.4	ITEM	QUANTITY	DESCRIPTION	
	2	1	Cargo Van, Kennels, Double Rear Passenger Doors	C

- 4.4.1 ENGINE: Gasoline powered engine that has a minimum 6 cylinders and produces a minimum 250 HP.
- 4.4.2 GVWR: Between 8,501 10,000 lbs.
- 4.4.3 **TRANSMISSION/ DRIVE:** Automatic transmission; minimum 5- speed with overdrive; power steering equipped. Either Front Wheel Drive (FWD) or Rear Wheel Drive (RWD) shall be acceptable.
- 4.4.4 **SUSPENSION:** Heaviest duty suspension available shall be provided.
- 4.4.5 BRAKES: Equipped with 4-wheeled disc brake system and 4-wheeled ABS.
- 4.4.6 WHEELBASE: Minimum 129" inches wheel base.
- 4.4.7 WHEELS & TIRES: Tires shall meet or exceed the minimum gross vehicle weight rating of vehicle and shall be an all season tread design.

- 4.4.8 **FUEL SYSTEM:** Minimum 24 gallon tank capacity certified to run on gasoline.
- 4.4.9 WINDOWS: Vehicle shall be equipped with driver and front passenger windows, and no rear windows.
- 4.4.10 ROOF: Vehicle shall be equipped with a low top roof. X MIL Roof
- 4.4.11 **REAR PASSENGER DOORS:** Vehicle shall be equipped with a curb side and street side door, no glass. Doors may be sliding or dual swing type, both shall be accepted.
- 4.4.12 REAR CARGO DOOR: Rear cargo door shall be dual door swing type, no windows.
- 4.4.13 MIRRORS: OEM standard type inside. Power mirrors outside, left and right, collapsible, below eye level type. Outside mirror shall have an adjustable convex mirror installed below the standard mirror. Largest size available offered with model. Mirror to be remote controlled from driver
- 4.4.14 SEATING: Vehicle shall seat 2, including driver. Upholstery shall be dark vinyl.
- 4.4.15 AIR CONDITIONER: Van shall be equipped with factory front HVAC System and a roof mounted HVAC system plumed into kennels in cargo area. Rear HVAC unit controls and temperature monitor shall be accessible from driver's position.
- 4.4.16 **TOW PACKAGE:** Tow package shall include receiver hitch with 2" hitch opening, OEM in-cab mounted trailer brake controller, 7-Way round RV style connector (Flat Pin), 2" receiver, locking pin and 2" ball.
- 4.4.17 **SAFETY:** Vehicle shall be equipped with a backup camera and backup sensors. Back up sensors shall provide audible alarm in cab as unit moves closer towards stationary objects.
- 4.4.18 **CARGO/KENNEL AREA:** Van shall be equipped with two rows for a total of 6 large kennel compartments with two doors per compartment. Each compartment shall be equipped with a removable center partition that allows for the creation of two smaller compartments (total of 12). The top row of compartments shall be a minimum of 44" wide x 15" high x 25" deep. The bottom row of compartments shall be a minimum of 44" wide x 25" high x 25" deep.





- 4.4.19 RUNNING BOARDS: Vehicle shall be provided with running boards for driver and passenger.
- 4.4.20 This van is a reconfiguration of Unit #114111-R2 and shall be used by the Animal Care Services Department for transport of live animals.
- 4.4.21 This van shall be supplied with exempt license plates.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

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

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.

Brokers.

Pursuant to Texas Occupations Code, Section 2301.006, pertaining to the sale or lease of motor vehicles, a person may not act as, offer to act as, or claim to be a broker. In compliance with this statute, Bidders must be:

- (A) a franchised dealer or a bona fide employee of a franchised dealer acting for the franchised dealer;
- (B) a representative or a bona fide employee of a representative acting for the representative;
- (C) a distributor or a bona fide employee of a distributor acting for the distributor; or
- (D) the owner of the vehicle at any point in the transaction.

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

Insurance.

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

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

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

ТҮРЕ	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000

 3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Independent Contractors 	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
 4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles 	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

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

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

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

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

Name City, its officers, officials, employees, volunteers, and elected representatives as <u>additional insureds</u> 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 – Local Preference Program Identification Form

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

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, THE 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 DAYS 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.

<u>Change Orders</u>. 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.

Termination.

<u>Termination-Breach</u>. 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 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.

<u>Termination-Notice</u>. 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.

<u>Termination-Funding</u>. 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.

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

INDEMNIFICATION.

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, it s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. 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.

<u>Assignment</u>. 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.

<u>Ownership of Documents</u>. 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 the City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

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.

<u>S.B. 943 – Disclosure Requirements for Certain Government Contracts</u>. For contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, Vendor acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this bid and any resulting contract. Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

<u>Severability</u>. 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.

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

<u>Certifications</u>. 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.

<u>Non-waiver of Performance</u>. 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.

<u>Venue</u>. 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.

<u>Attorney's Fees</u>. 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 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

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

This section only applies to a contract that:

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

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

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

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

Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited.

Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Vendor hereby certifies that it is not identified on such a list. 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.

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

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

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

007 - SIGNATURE PAGE

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

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

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

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

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

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

Bidder Information

Please Print or Type

Vendor ID No.	V1006439
Signer's Name	Keith Shoffstall
Name of Business	Grande Truck Center
Street Address	4542 EH-10 EAST
City, State, Zip Code	SAN ANTOMO, TX 78219
Email Address	Tshoffstallegrandetruck.com
Telephone No.	210-661-4121
Fax No.	210-666-7216
City's Solicitation No.	6100012402

eith Shillot

Signature of Person Authorized to Sign Bid

008 - STANDARD DEFINITIONS

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

All-or-None Bid - an invitation to bid in which the City will award the entire contract to one bidder only.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>Purchase Order</u> - a validly issued order placed by an authorized City department for the purchase of goods or services, written on the City's standard purchase order form, and which is Vendor's authority to deliver to and invoice the City for the goods or services specified in an IFB for the price stated in Vendor's bid.

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

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

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

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

<u>Subcontractor</u> - 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 the City.

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

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

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

009 - ATTACHMENT A - PRICE SCHEDULE

LOCAL PREFERENCE PROGRAM ORDINANCE

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

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

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

		PRICE SCHEDULE	
ITEM	QUANTITY	DESCRIPTION	
1	1	Cargo Van, E-Track, Curb Side Sliding Door	
PRICE EACH	\$ 69,527, "	TOTAL \$ 69,527,	
YEAR, MAKE	& MODEL OF VAN OF	FERED: 2020 For A Transit Curso	High Ruof
SPECIFIC MA	KE & MODEL OF ENG	INE OFFERED (INCLUDE SAE NET HP):	
	2.0L 200B	luc Bi-Turbo I-4 Dresd	
WARRANTY:			
BASIC	36,000	miles or 34 months	
VAN WARRAI	NTY SERVICE PROVID	DER FACILITY NAME:	
Grand	e Truck C	enter	
		•	
VAN WARRAI	NTY SERVICE PROVID	DER FACILITY ADDRESS:	
4542	IH-10 EA	set.	
DELIVERY W		79219 00-260 CALENDER DAYS AFTER ISSUANCE OF PUF	RCHASE ORDER.
PRODUCTION	N CUT-OFF DATE:	TBD Estimate 6/30/2020	
		E CITY CAN PLACE ORDERS UNDER THIS CONTRA DFF DATE: <u>T&D_Sstimete_</u> . (6/30/2020	CT WITHOUT

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

ITEM	QUANTITY	DESCRIPTION
2	1	Cargo Van, Kennels, Double Rear Passenger Doors
PRICE EACH : \$	63,889. 14	TOTAL \$ 43,889.
YEAR, MAKE & MO	DEL OF VAN OFFERED	: 2020 Ford Transit Corso Van Mid High
SPECIFIC MAKE &	MODEL OF ENGINE OF	FFERED (INCLUDE SAE NET HP):
Ford 3.	SL PFDI L	16 Flax Fuel
WARRANTY:		
BASIC 36	,000 miles u	5 36 months
VAN WARRANTY S	ERVICE PROVIDER FA	CILITY NAME:
<i>c</i>		
Grande	Truck Center	
		*
VAN WARRANTY S	ERVICE PROVIDER FA	CILITY ADDRESS:
4562 II	H-10 EAST	
SAN ANTA	AND, TX	78219
DELIVERY WILL BE	MADE WITHIN	~ CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.
		Estimate 6/30/2020
INDICATE THE LAS	T DAY THAT THE CITY	CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT TE: Estimate 6/30/2020
CITY DOES NOT AW	VARD A CONTRACT PR	DERS PLACED PRIOR TO THIS CUT OFF DATE. IN THE EVENT RIOR TO PRODUCTION CUT OFF DATE, CAN BIDDER PROVIDE ER THE PRODUCTION CUT OFF DATE?0
nt Payment Discount	Net % 30 day	s. (If no discount is offered, Net 30 will apply).

2020 Transit-250 Cargo RWD High Roof Ext. Van 148'' WB Base (R3X) Price Level: 35



Client Proposal

Prepared by: ROCKY SHOFFSTALL Office: 210-661-4121 Quote ID: 22420COSA1 Date: 02/24/2020

世 1



Grande Truck Center | 4562 IH 10 East, San Antonio, Texas, 782194205 Office: 210-661-4121 | Fax: 210-666-7211



Prepared by: ROCKY SHOFFSTALL 02/24/2020

Grande Truck Center | 4562 IH 10 East San Antonio Texas | 782194205

2020 Transit-250 Cargo RWD High Roof Ext. Van 148" WB Base (R3X)

Price Level: 35 | Quote ID: 22420COSA1

Re: Quote ID 22420COSA1 02/24/2020

To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

ROCKY SHOFFSTALL



Prepared by: ROCKY SHOFFSTALL 02/24/2020

Grande Truck Center | 4562 IH 10 East San Antonio Texas | 782194205

2020 Transit-250 Cargo RWD High Roof Ext. Van 148" WB Base (R3X)

Price Level: 35 | Quote ID: 22420COSA1

As Configured Vehicle

Code	Description
R3X	Base Vehicle Price (R3X)
101A	Order Code 101A
	Includes: - Transmission: 10-Spd Automatic w/OD & SelectShift Includes auxiliary transmission oil cooler. - GVWR: 9,070 lbs - Tires: 235/65R16C 121/119 R AS BSW - Wheels: 16" Silver Steel w/Black Hubcap - Dark Palazzo Gray Vinyl Bucket Seats Includes 2-way manual driver seat, 2-way manual passenger seat and driver amrest. - Vinyl Front Bucket Seats - Radio: AM/FM Stereo Includes Bluetooth, dual USB ports, a 4.0" multi-function display and 4 speakers (front).
99A	Engine: 2.0L EcoBlue Bi-Turbo I4 Diesel
	Late availability.
	Includes auto start-stop technology, PTC heater, engine hour meter an SEIC capability. Includes: - Dual AGM Batteries (70 Amp-hr Each) - Engine Block Heater (400W rating). Recommended when minimum temperature is 10 degrees F or below. - 3.31 Axle Ratio
44U	Transmission: 10-Spd Automatic w/OD & SelectShift Includes auxiliary transmission oil cooler.
X31	3.31 Axle Ratio
STDGV	GVWR: 9,070 lbs
STDTR 🗸	Tires: 235/65R16C 121/119 R AS BSW
STDWL	Wheels: 16" Silver Steel w/Black Hubcap
21G	Dark Palazzo Gray Vinyl Bucket Seats Includes 2-way manual driver seat, 2-way manual passenger seat and driver armrest.
V	Vinyl Front Bucket Seats
PAINT	Monotone Paint Application
148WB	148" Wheelbase
	and the second sec
543	Long-Arm Manual-Folding Power Adjusting Mirrors
68H	Running Boards

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: ROCKY SHOFFSTALL

02/24/2020

Grande Truck Center | 4562 IH 10 East San Antonio Texas | 782194205

2020 Transit-250 Cargo RWD High Roof Ext. Van 148" WB Base (R3X)

Price Level: 35 | Quote ID: 22420COSA1

Code	Description
	Covers the B-C pillar passenger-side.
53D	Tow/Haul Mode w/Trailer Wiring Provisions
	Includes trailer wiring harness to rear of vehicle for upfit, Trailer Sway Control (TSC), 4/7 pin connector assembly and rear jumper. This packag does not include a Trailer Brake Controller (67D). Additionally, if custome wants a trailer brake controller after initial purchase, it will have to be an aftermarket trailer brake controller and aftermarket wiring harness.
67D	Trailer Brake Controller (TBC)
	Includes: - Large Center Console Includes an integrated shifter, a dual cup holder and an additional storage area.
53B	Heavy-Duty Trailer Tow Package
	Deletes rear tow hook. Includes tow/haul mode with trailer wiring provisions, 4/7 pin connector assembly and rear jumper and relay system for backup/B+/running lights. This package does not include a Trailer Brake Controller (67D). Additionally, if customer wants a trailer brake controller after initial purchase, it will have to be an aftermarket trailer brake controller and aftermarket wiring harness. Includes: - Tow/Haul Mode w/Trailer Wiring Provisions Includes trailer wiring harness to rear of vehicle for upfit, Trailer Sway Control (TSC), 4/7 pin connector assembly and rear jumper. This packag does not include a Trailer Brake Controller (67D). Additionally, if custome wants a trailer brake controller after initial purchase, it will have to be an
	aftermarket trailer brake controller and aftermarket wiring harness. - Frame Mounted Hitch Receiver
17A	Fixed Rear Cargo Door Glass
	Includes: - Rearview Mirror
60C	Cruise Control w/Adjustable Spd Limiting Device (ASLD)
	The ASLD feature is great for city driving; it allows the driver to set an upper speed limit for the vehicle. If the vehicle begins to approach the upper speed limit then audible and visual warning are given.
67E	Large Center Console
	Includes an integrated shifter, a dual cup holder and an additional storage area.
16E	Front & Rear Vinyl Floor Covering
	Includes wheel well liners.
58U	Radio: AM/FM Stereo
	Includes Bluetooth, dual USB ports, a 4.0" multi-function display and 4 speakers (front).
63E	Dual AGM Batteries (70 Amp-hr Each)
41 H	Engine Block Heater
	(400W rating). Recommended when minimum temperature is 10 degrees F or below.
86F	2 Additional Keys (4 Total)
	Includes key fobs.

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



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Grande Truck Center | 4562 IH 10 East San Antonio Texas | 782194205

2020 Transit-250 Cargo RWD High Roof Ext. Van 148" WB Base (R3X)

Price Level: 35 | Quote ID: 22420COSA1

Code	Description
43R	Reverse Sensing System
	Includes: - Front Fog Lamps Auxiliary lamps that are generally integrated into the front fascia and designed to help illuminate the roadway during poor visibility.
425	50-State Emissions System
VK_02	Dark Palazzo
YZ_01	Oxford White

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



02/24/2020

Grande Truck Center | 4562 IH 10 East San Antonio Texas | 782194205

2020 Transit-250 Cargo RWD High Roof Ext. Van 148" WB Base (R3X)

Price Level: 35 | Quote ID: 22420COSA1

Selected Equip & Specs

Dimensions

• Exterior length: 263.9" • Exterior width: 81.3" • Exterior height: 109.4" • Wheelbase: 148.0" • Front track: 68.2" • Rear track: 68.6" • Front legroom: 41.3" • Front headroom: 56.6" • Front hiproom: 60.7" • Front shoulder room: 67.9" • Cargo volume: 543.2cu.ft.

Powertrain

* EcoBoost 210hp 2.0L SOHC 8 valve twin turbo I-4 engine with variable valve control, diesel direct injection * Auto stop-start feature * Recommended fuel : diesel • ULEV II • 10 speed automatic transmission with overdrive • Rear-wheel drive • Fuel Economy Cty: N/A • Fuel Economy Highway: N/A • Capless fuel filler

Suspension/Handling

• Front independent strut suspension with anti-roll bar • Rear rigid axle leaf spring suspension with regular shocks • Electric power-assist rack-pinion Steering • Front and rear 16 x 6.5 argent steel wheels • LT235/65SR16 CBSW AS front and rear tires

Body Exterior

• 3 doors • Sliding right rear passenger • Driver and passenger power remote, manual folding door mirrors • Black door mirrors • Black bumpers * Running boards * Class III trailer hitch with with brake controller and trailer sway control * Trailer harness • Clearcoat paint • Front and rear 16 x 6.5 wheels

Convenience

 Manual air conditioning * Supplemental heater * Cruise control with steering wheel controls * Ford Co-Pilot360 -Adaptive Cruise Control with ASLD distance pacing • Power front windows • Driver 1-touch down • Remote power door locks with 2 stage unlock and illuminated entry • Manual tilt steering wheel • Manual telescopic steering wheel * Daynight rearview mirror • FordPass Connect 4G LTE WiFi internet access • Emergency SOS • Wireless phone connectivity
 1 1st row LCD monitor • Front cupholders * Full floor console • Full overhead console • Driver and passenger door bins

Seats and Trim

• Seating capacity of 2 • Front bucket seats • 4-way driver seat adjustment • 4-way passenger seat adjustment • Driver armrest • Metal-look instrument panel insert

Entertainment Features

• AM/FM stereo radio • Auxiliary audio input • External memory control • Steering wheel mounted radio controls • 4 speakers • Streaming audio • Fixed antenna

Lighting, Visibility and Instrumentation

• Halogen aero-composite headlights * Front fog lights • Variable intermittent front windshield wipers • Light tinted windows • Front reading lights • Tachometer • Camera(s) - rear • Low tire pressure warning * Reverse Sensing System parking sensors • Trip odometer • Lane departure

Safety and Security



Prepared by: ROCKY SHOFFSTALL 02/24/2020

Grande Truck Center | 4562 IH 10 East San Antonio Texas | 782194205

2020 Transit-250 Cargo RWD High Roof Ext. Van 148" WB Base (R3X)

Price Level: 35 | Quote ID: 22420COSA1

Selected Equip & Specs (cont'd)

 4-wheel ABS brakes • Brake assist with hill hold control • 4-wheel disc brakes • Ford Co-Pilot360 w/Side Wind Stabilization Electronic stability control • ABS and driveline traction control • Dual front impact airbag supplemental restraint system with passenger cancel • Dual seat mounted side impact airbag supplemental restraint system • Safety Canopy System curtain 1st row overhead airbag supplemental restraint system • Airbag supplemental restraint system occupancy sensor • Power remote door locks with 2 stage unlock and panic alarm • SecuriLock immobilizer • Manually adjustable front head restraints • Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB) Feature

Dimensions

General Weights Curb Payload Front Weights Front GAWR Rear Weights Rear GAWR	5,533 lbs. 3,480 lbs. 4,130 lbs. 5,660 lbs.	GVWR	9,070 lbs.
Trailering Type ★ Type ★ Class ★ Brake controller	Regular III Yes	∗ Harness ∗ Hitch ∗ Trailer sway control	Yes Yes Yes
General Trailering * Towing capacity	4200 lbs.	* GCWR	10600 lbs.
Fuel Tank type Capacity Off Road	25.1 gal. 28 "	Capless fuel filler	Yes
Load floor height Interior cargo Cargo volume Length Powertrain	543.2 cu.ft. 172.2 "	Height Minimum width	81.5 " 54.8 "
<i>Engine Type</i> * Brand * Cylinders * Ignition * Liters	EcoBoost I-4 Compression 2.0L	Block material Head material * Injection Orientation	Aluminum Aluminum Diesel direct injection Longitudinal



02/24/2020

Grande Truck Center | 4562 IH 10 East San Antonio Texas | 782194205

2020 Transit-250 Cargo RWD High Roof Ext. Van 148" WB Base (R3X)

Price Level: 35 | Quote ID: 22420COSA1

	OOOAT		
Selected Equip & S * Recommended fuel * Valvetrain * Forced induction	Specs (cont'd) Diesel SOHC Twin turbo	* Valves per cylinder Variable valve control	2 Yes
Engine Spec * Bore * Displacement	3.31" 122 cu.in.	∗ Compression ratio ∗ Stroke	16.0:1 3.54''
Engine Power * Output	210 HP @ 3,750 RPM	* Torque	369 ftlb @ 1,750 RPM
Alternator Amps Battery Amp hours * Type	250 70 Dual	Run down protection	Yes
Engine Extras * Block heater	Yes	∗ Auto stop-start featur	e Yes
Transmission Electronic control Overdrive Type	Yes Yes Automatic	Lock-up Speed	Yes 10
Transmission Gear Ratio			
1st 3rd 5th 7th 9th Reverse Gear ratios	4.689 2.146 1.52 1 0.689 4.866	2nd 4th 6th 8th 10th	2.985 1.769 1.275 0.854 0.636
Transmission Extras * Driver selectable mode Oil cooler	Yes Regular duty	Sequential shift control	SelectShift
Drive Type Type	Rear-wheel		
Drive Feature Traction control Drive Axle	ABS and driveline		



02/24/2020

Grande Truck Center | 4562 IH 10 East San Antonio Texas | 782194205

2020 Transit-250 Cargo RWD High Roof Ext. Van 148" WB Base (R3X) ÷

Price Level: 35 | Quote ID: 22420COSA1

Selected Equip & Specs (cont'd)

* Ratio	3.31		
Exhaust			
Material	Stainless steel	System type	Single
Emissions			
CARB	ULEV II	EPA	Tier 2 Bin 5
fuel Economy			
* Fuel type	Diesel		
Driveability			
Brakes			
ABS	4-wheel	ABS channels	4
Туре	4-wheel disc	Vented discs	Front
Brake Assistance			
Brake assist	Yes	Hill hold control	Yes
Suspension Control			
Ride	Regular	Electronic stability control anti-roll	Stability control with
Front Suspension			
Independence	Independent	Туре	Strut
Anti-roll bar	Regular		
Front Spring			
Туре	Coil	Grade	Regular
Front Shocks			
Туре	Regular		
Rear Suspension			
Independence	Rigid axle	Туре	Leaf
Rear Spring			
Туре	Leaf	Grade	Regular
Rear Shocks	<u>v</u>		
Туре	HD		
Steering			
Activation	Electric power-assist	Туре	Rack-pinion
Steering Specs			Law Street
# of wheels	2		
	-		



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Prepared by: ROCKY SHOFFSTALL

02/24/2020

Grande Truck Center | 4562 IH 10 East San Antonio Texas | 782194205

2020 Transit-250 Cargo RWD High Roof Ext. Van 148" WB Base (R3X)

Price Level: 35 | Quote ID: 22420COSA1

Selected Equip & Specs (cont'd)

Exterior

Front Wheels			
Diameter	16"	Width	6.50"
Rear Wheels			
Diameter	16"	Width	6.50"
Spare Wheels			
Wheel material	Steel		
Front and Rear Wheel	s		
Appearance Covers	Argent Hub	Material	Steel
Front Tires	1100		
Aspect	65	Diameter	16"
Sidewalls	BSW	Speed	S
Tread	AS	Туре	LT
Width	235mm	LT load rating	С
RPM	720		
Rear Tires			
Aspect	65	Diameter	16"
Sidewalls	BSW	Speed	S
Tread	AS 235mm	Type	LT C
Width RPM	720	LT load rating	C
Spare Tire	720		
	Underbody w/crankdown	Туре	Full-size
Wheels	onderbody wiciankdown	туре	1 011-5126
Front track	68.2"	Rear track	68.6"
Wheelbase	148.0"	Real llack	00.0
Body Features			
Front license plate brac	ket Yes	* Running boards	Yes
Body material	Fully galvanized steel	Side impact beams	Yes
Body Doors			
Door count	3	Right rear passenger	Sliding
Rear cargo	Split swing-out	5 1 5	5
Exterior Dimensions			
Length	263.9"	Body width	81.3"
		and the second se	



02/24/2020

Grande Truck Center | 4562 IH 10 East San Antonio Texas | 782194205

2020 Transit-250 Cargo RWD High Roof Ext. Van 148" WB Base (R3X)

Price Level: 35 | Quote ID: 22420COSA1

Selected Equip & Specs	(cont'd) 109.4"	Front bumper to Front axle	40.3"
Side door opening height	63.0"	Side door opening width	51.2"
Rear door opening height	74.3"	Rear door opening width	61.7"
Rear door opening degree	253.0		
Safety			
Airbags			
Driver front-impact	Yes	Driver side-impact	Seat mounted
Occupancy sensor	Yes	Overhead Safety Canopy row	System curtain 1st
Passenger front-impact	Cancellable	Passenger side-impact	Seat mounted
Seatbelt			
Height adjustable Pre-tensioners (#)	Front 2	Pre-tensioners	Front
Security			
Immobilizer	SecuriLock	Panic alarm	Yes
Seating			
Passenger Capacity			
Capacity	2		
Front Seats			
Split	Buckets	Туре	Bucket
Driver Seat			
Fore/aft Way direction control	Manual 4	Reclining	Manual
Passenger seat			
Fore/aft Way direction control	Manual 4	Reclining	Manual
Front Head Restraint			
Control	Manual	Туре	Adjustable
Front Armrest			
Driver	Yes		
Front Seat Trim			
Material	Vinyl	Back material	Vinyl
Convenience			
AC And Heat Type			



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Grande Truck Center | 4562 IH 10 East San Antonio Texas | 782194205

2020 Transit-250 Cargo RWD High Roof Ext. Van 148" WB Base (R3X)

Price Level: 35 | Quote ID: 22420COSA1

Selected Equip & Sp Air conditioning	Decs (cont'd) Manual	* Supplemental heater	Yes
Audio System Auxiliary audio input Radio grade External memory control control	Yes Regular External memory	Radio Seek-scan	AM/FM stereo Yes
Audio Speakers			
Speaker type	Regular	Speakers	4
Audio Controls			
Steering wheel controls	Yes	Streaming audio	Bluetooth yes
Audio Antenna			
Туре	Fixed		
LCD Monitors			
1st row	1	Primary monitor size (inches)	4
Cruise Control			
* Cruise control With stee	ring wheel controls	* Distance pacing Ford Co-F Cruise Control with ASI	-
Convenience Features			
Driver foot rest Emergency SOS	Yes Integrated	12V DC power outlet Wireless phone connectivity	2 Bluetooth
Door Lock Activation			
Type Powe Integrated key/remote	r with 2 stage unlock Yes	Remote Auto locking	Keyfob (all doors) Yes
Door Lock Type			
Tailgate/rear door lock Inclu locks	ided with power door		
Instrumentation Type			
Display	Analog		
Instrumentation Gauges			
Tachometer	Yes	Engine temperature	Yes
* Engine hour meter	Yes		
Instrumentation Warnings			
Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key Deer eier	Yes	Low fuel	Yes
Door ajar	Yes	Rear cargo ajar	Yes



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Grande Truck Center | 4562 IH 10 East San Antonio Texas | 782194205

2020 Transit-250 Cargo RWD High Roof Ext. Van 148" WB Base (R3X)

Price Level: 35 | Quote ID: 22420COSA1

Selected Equip & S	pecs (cont'd)		
Service interval	Yes	Brake fluid	Yes
Low tire pressure	Yes		
Instrumentation Displays	*		
Clock	In-radio display	Camera(s) - rear	Yes
Instrumentation Feature			
Trip odometer	Yes	* Parking sensors	Rear
Lane departure	Warning	Forward collision	Mitigation
Steering Wheel Type			
Material	Urethane	Tilting	Manual
Telescoping	Manual		
Front Side Windows			
Window 1st row activation	Power		
Window Features			
1-touch down	Driver	Tinted	Light
Laminated glass	Yes		
Front Windshield			
Wiper	Variable intermittent		
Rear Windshield			
* Window	Fixed		
Interior			
Rear View Mirror			
* Day-night	Yes		
Headliner			
Coverage	Front	Material	Cloth
Floor Trim			
* Coverage	Full	Covering	Vinyl/rubber
Trim Feature			
Instrument panel insert	Metal-look	Gear shifter material	Urethane
Lighting			
Dome light type	Fade	Front reading	Yes
Illuminated entry	Yes	Variable IP lighting	Yes
Floor Console Storage			
Storage	Yes	* Туре	Full



Prepared by: ROCKY SHOFFSTALL 02/24/2020

Grande Truck Center | 4562 IH 10 East San Antonio Texas | 782194205

2020 Transit-250 Cargo RWD High Roof Ext. Van 148" WB Base (R3X)

Price Level: 35 | Quote ID: 22420COSA1

1

Selected Equip & Specs (cont'd)

Overhead Console Storage Storage	Yes	Туре	Full
Storage			
Driver door bin Glove box Instrument panel	Yes Locking Bin	Front Beverage holder(s) Passenger door bin	Yes Yes
Cargo Space Trim			
* Floor	Vinyl/rubber		
Cargo Space Feature			
Tie downs	Yes	Light	Yes
Legroom			
Front	41.3"		
Headroom			
Front	56.6"		
Hip Room			
Front	60.7"		
Shoulder Room			
Front	67.9"		



02/24/2020

Grande Truck Center | 4562 IH 10 East San Antonio Texas | 782194205

2020 Transit-250 Cargo RWD High Roof Ext. Van 148" WB Base (R3X)

Price Level: 35 | Quote ID: 22420COSA1

-

Warranty

Standard Warranty

Basic			
Distance	36,000 miles	Months	36 months
Powertrain			
Distance	60,000 miles	Months	60 months
Corrosion Perforation			
Distance	Unlimited miles	Months	60 months
Roadside Assistance			
Distance	60,000 miles	Months	60 months

San Pedro Retail Store 9515 San Pedro San Antonio, TX 78216 210-525-0241	Driven To B		Estir	nate
Austin Retail Store 130 Ralph Ablanedo Bldg.1 Austin, TX 78748 512-394-5797	Grande Ford True	Bill To		Date 3/9/2020 Estimate #
San Antonio Fleet Center 993 Isom Road San Antonio, TX 78216 210-541-0000	PO Box 201120 San Antonio TX			
New Braunfels Fleet Center 5702 Safari Dr. New Braunfels, TX 78132 830-387-5117	VIN #	Ordered By ROCKY	P.O. No.	SLK Terms Net-10th

Vehicle De	e Description 2020 TRANSIT 148 HIGHROOF					
Qty		Item	Description		Cost	Total
	1	NON LISTED	TRANSIT TO BE DROPSHIP THEN DELIVERED TO GRANDE MAV-3M40002 MAV-300 - Sheeted Cargo Area Van Conversie High Roof Heights, All Lengths Insulated, Sealed, Trimmed Cargo Area, Carpet Sealed Cab Wall with Window, Cargo Lighting	ed &	11,100.00	11,100.00
	1	NON LISTED	File Desk MAV-3M34032 Installation of Dual Overhead System in a Ford Transit with the 3.7L Gas Eng (Approx. 64,000 Btu's of Cooling)		12,725.00	12,725.0
	1	NON LISTED	T MAV-3M30077 Rhino Lining on Cargo Floor	(& 2' up	1,450.00	1,450.0
	1	NON LISTED	Side Walls) MAV-TRACK Set of E-Track Strips 2- Tracks Spaced Evenly Apart on Each Wall a Total of 6 Tracks).	nd Floor (1,800.00	1,800.0
		Freight DT-40583	Freight charges Draw-Tite loaded ball mount with pin and clip		2,200.00 40.00	2,200.0 40.0
nks for your	busir	ness. Please feel		Sub	total	\$29,315.0
Đ	dio	ing G	od For 30 Days	Sale	es Tax (8.25%)	\$29,515.0
	457		stimate Date	Tot	al	\$29,315.0

Phone #	Fax #	E-mail	Web Site
800-676-0241	210-342-2519	david@pickupgear.com	www.pickupgear.com

#2

2020 Transit-250 Cargo RWD Medium Roof Van 148'' WB Base (R1C) Price Level: 40



Client Proposal

Prepared by: ROCKY SHOFFSTALL Office: 210-661-4121 Date: 03/09/2020



Grande Truck Center | 4562 IH 10 East, San Antonio, Texas, 782194205 Office: 210-661-4121 | Fax: 210-666-7211



03/09/2020

Grande Truck Center | 4562 IH 10 East San Antonio Texas | 782194205

2020 Transit-250 Cargo RWD Medium Roof Van 148" WB Base (R1C)

Price Level: 40

Re: Vehicle Proposal 03/09/2020

To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

ROCKY SHOFFSTALL



Prepared by: ROCKY SHOFFSTALL 03/09/2020

Grande Truck Center | 4562 IH 10 East San Antonio Texas | 782194205

2020 Transit-250 Cargo RWD Medium Roof Van 148" WB Base (R1C)

As Configured Vehicle

Code	Description
R1C	Base Vehicle Price (R1C)
101A	Order Code 101A
	Includes: - Engine: 3.5L PFDi V6 Flex-Fuel Includes port injection. - Transmission: 10-Spd Automatic w/OD & SelectShift Includes auxiliary transmission oil cooler. - 3.73 Axle Ratio - GVWR: 9,070 lbs - Tires: 235/65R16C 121/119 R AS BSW - Wheels: 16" Silver Steel w/Black Hubcap - Dark Palazzo Gray Vinyl Bucket Seats
	Includes 2-way manual driver seat, 2-way manual passenger seat and driver amrest, - Vinyl Front Bucket Seats - Radio: AM/FM Stereo Includes Bluetooth, dual USB ports, a 4.0" multi-function display and 4 speakers (front).
998	Engine: 3.5L PFDi V6 Flex-Fuel Includes port injection.
44U	Transmission: 10-Spd Automatic w/OD & SelectShift Includes auxiliary transmission oil cooler.
X73 -	3.73 Axle Ratio
STDGV	GVWR: 9,070 lbs
STDTR -	Tires: 235/65R16C 121/119 R AS BSW
STDWL	Wheels: 16" Silver Steel w/Black Hubcap
21G 🛩	Dark Palazzo Gray Vinyl Bucket Seats Includes 2-way manual driver seat, 2-way manual passenger seat and driver armrest.
V	Vinyl Front Bucket Seats
PAINT	Monotone Paint Application
148WB	148" Wheelbase
59B	Dual Sliding Side Doors
543	Long-Arm Manual-Folding Power Adjusting Mirrors
53D	Tow/Haul Mode w/Trailer Wiring Provisions
	Includes trailer wiring harness to rear of vehicle for upfit, Trailer Sway Control (TSC), 4/7 pin connector assembly and rear jumper. This package does not include a Trailer Brake Controller (67D). Additionally, if customer wants a trailer brake controller after initial purchase, it will have to be an aftermarket trailer brake controller and aftermarket wiring harness.
67D 🗸	Trailer Brake Controller (TBC)



03/09/2020

Grande Truck Center | 4562 IH 10 East San Antonio Texas | 782194205

2020 Transit-250 Cargo RWD Medium Roof Van 148" WB Base (R1C)

Price Level: 40

As Configured Vehicle (cont'd)	
Code	Description
	Includes: - Large Center Console Includes an integrated shifter, a dual cup holder and an additional storage area.
53B 🖌	Heavy-Duty Trailer Tow Package
	 Deletes rear tow hook. Includes 4/7 pin connector assembly and rear jumper and relay system for backup/B+/running lights. This package does not include a Trailer Brake Controller (67D). Additionally, if customer wants a trailer brake controller after initial purchase, it will have to be an aftermarket trailer brake controller and aftermarket wiring harness. Includes: Tow/Haul Mode w/Trailer Wiring Provisions Includes trailer wiring harness to rear of vehicle for upfit, Trailer Sway Control (TSC), 4/7 pin connector assembly and rear jumper. This package does not include a Trailer Brake Controller (67D). Additionally, if customer wants a trailer brake controller after initial purchase, it will have to be an aftermarket trailer brake controller after market wiring harness. Frame Mounted Hitch Receiver
60C	Cruise Control w/Adjustable Spd Limiting Device (ASLD)
	The ASLD feature is great for city driving; it allows the driver to set an upper speed limit for the vehicle. If the vehicle begins to approach the upper speed limit then audible and visual warning are given.
67E	Large Center Console
	Includes an integrated shifter, a dual cup holder and an additional storage area.
58U	Radio: AM/FM Stereo
	Includes Bluetooth, dual USB ports, a 4.0" multi-function display and 4 speakers (front).
43R -	Reverse Sensing System
62C	Aux Heater & A/C Prep Pkg w/o Rear Controls
	Includes stub lines for delivery of coolant/refrigerant for easy addition of an aftermarket rear heater and A/C system. Requires aftermarket upfit of a climate control system.
425	50-State Emissions System
VK_02	Dark Palazzo
YZ_01	Oxford White



Prepared by: ROCKY SHOFFSTALL 03/09/2020

Grande Truck Center | 4562 IH 10 East San Antonio Texas | 782194205

2020 Transit-250 Cargo RWD Medium Roof Van 148" WB Base (R1C)

Price Level: 40

Selected Equip & Specs

Dimensions

• Exterior length: 235.5" • Exterior width: 81.3" • Exterior height: 100.7" • Wheelbase: 148.0" • Front track: 68.2" • Rear track: 68.6" • Front legroom: 41.3" • Front headroom: 52.0" • Front hiproom: 60.7" • Front shoulder room: 67.9" • Cargo volume: 398.1cu.ft.

Powertrain

• 275hp 3.5L DOHC 24 valve V-6 engine with variable valve control, port/direct injection • Recommended fuel : regular unleaded • ULEV II • 10 speed automatic transmission with overdrive • Rear-wheel drive • Fuel Economy Cty: N/A • Fuel Economy Highway: N/A • Capless fuel filler

Suspension/Handling

• Front independent strut suspension with anti-roll bar • Rear rigid axle leaf spring suspension with regular shocks • Electric power-assist rack-pinion Steering • Front and rear 16 x 6.5 argent steel wheels • LT235/65SR16 CBSW AS front and rear tires

Body Exterior

* 4 doors * Sliding left rear passenger • Sliding right rear passenger • Driver and passenger power remote, manual folding door mirrors • Black door mirrors • Black bumpers * Class III trailer hitch with with brake controller and trailer sway control * Trailer harness • Clearcoat paint • Front and rear 16 x 6.5 wheels

Convenience

• Manual air conditioning * Rear HVAC provision * Auxiliary rear heater * Cruise control with steering wheel controls * Ford Co-Pilot360 - Adaptive Cruise Control with ASLD distance pacing • Power front windows • Driver 1-touch down • Remote power door locks with 2 stage unlock and illuminated entry • Manual tilt steering wheel • Manual telescopic steering wheel • FordPass Connect 4G LTE WiFi internet access • Emergency SOS • Wireless phone connectivity • 1 1st row LCD monitor • Front cupholders * Full floor console • Full overhead console • Driver and passenger door bins

Seats and Trim

• Seating capacity of 2 • Front bucket seats • 4-way driver seat adjustment • 4-way passenger seat adjustment • Driver armrest • Metal-look instrument panel insert

Entertainment Features

• AM/FM stereo radio • Auxiliary audio input • External memory control • Steering wheel mounted radio controls • 4 speakers • Streaming audio • Fixed antenna

Lighting, Visibility and Instrumentation

• Halogen aero-composite headlights • Variable intermittent front windshield wipers • Light tinted windows • Front reading lights • Tachometer • Camera(s) - rear • Low tire pressure warning * Reverse Sensing System parking sensors • Trip odometer • Lane departure

Safety and Security



Prepared by: ROCKY SHOFFSTALL 03/09/2020

Grande Truck Center | 4562 IH 10 East San Antonio Texas | 782194205

2020 Transit-250 Cargo RWD Medium Roof Van 148" WB Base (R1C)

Price Level: 40

Selected Equip & Specs (cont'd)

• 4-wheel ABS brakes • Brake assist with hill hold control • 4-wheel disc brakes • Ford Co-Pilot360 w/Side Wind Stabilization Electronic stability control • ABS and driveline traction control • Dual front impact airbag supplemental restraint system with passenger cancel • Dual seat mounted side impact airbag supplemental restraint system • Safety Canopy System curtain 1st row overhead airbag supplemental restraint system • Airbag supplemental restraint system occupancy sensor • Power remote door locks with 2 stage unlock and panic alarm • SecuriLock immobilizer • Manually adjustable front head restraints • Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB) Feature

Dimensions

<i>General Weights</i> Curb Payload	5,235 lbs. 3,780 lbs.	GVWR	9,070 lbs.
Front Weights Front GAWR	4,130 lbs.		
<i>Rear Weights</i> Rear GAWR	5,515 lbs.		
Trailering Type * Type * Class	Regular III Yes	∗ Harness ∗ Hitch	Yes Yes Yes
* Brake controller	tes	* Trailer sway control	res
General Trailering * Towing capacity	5100 lbs.	GCWR	10800 lbs.
Fuel Tank type Capacity	25.1 gal.	Capless fuel filler	Yes
Off Road Load floor height	29 "		
Interior cargo Cargo volume Length	398.1 cu.ft. 143.7 "	Height Minimum width	72.0 " 54.8 "
Powertrain			
Engine Type Block material	Aluminum	Cylinders	V-6
Head material Injection Orientation Valves per cylinder	Adminum Aluminum Port/direct injection Longitudinal 4	Ignition Liters Recommended fuel Valvetrain	V-o Spark 3.5L Regular unleaded DOHC



03/09/2020

Grande Truck Center | 4562 IH 10 East San Antonio Texas | 782194205

2020 Transit-250 Cargo RWD Medium Roof Van 148" WB Base (R1C)

Price Level: 40

Variable valve contro	& Specs (cont'd) Yes		
Engine Spec Bore Displacement	3.64" 213 cu.in.	Compression ratio Stroke	11.8:1 3.41'
Engine Power Output	275 HP @ 6,500 RPM	Torque	262 ftlb @ 3,750 RPM
Alternator Amps	250		
Battery	70		N.
Amp hours	70	Run down protection	Yes
Transmission Electronic control Overdrive Type	Yes Yes Automatic	Lock-up Speed	Yes 10
Transmission Gear I	Ratios		
1st 3rd 5th 7th 9th Reverse Gear ratios	4.689 2.146 1.52 1 0.689 4.866	2nd 4th 6th 8th 10th	2.985 1.769 1.275 0.854 0.636
Transmission Extras			
* Driver selectable mo		Sequential shift control	SelectShif
Oil cooler	Regular duty		
Drive Type Type	Rear-wheel		
Drive Feature Traction control	ABS and driveline		
Drive Axle Ratio	3.73		
Exhaust			
Material	Stainless steel	System type	Single
Emissions			
CARB	ULEV II	EPA	Tier 2 Bin 5
fuel Economy			



03/09/2020

Grande Truck Center | 4562 IH 10 East San Antonio Texas | 782194205

2020 Transit-250 Cargo RWD Medium Roof Van 148" WB Base (R1C)

Price Level: 40

Selected Equip & Specs (cont'd) Fuel type Gasoline

Fuel type

Driveability

Brakes			
ABS	4-wheel	ABS channels	4
Туре	4-wheel disc	Vented discs	Front
Brake Assistance			
Brake assist	Yes	Hill hold control	Yes
Suspension Control			
Ride	Regular	Electronic stability control anti-roll	Stability control with
Front Suspension			
Independence Anti-roll bar	Independent Regular	Туре	Strut
Front Spring			
Туре	Coil	Grade	Regular
Front Shocks			
Туре	Regular		
Rear Suspension			
Independence	Rigid axle	Туре	Leaf
Rear Spring			
Туре	Leaf	Grade	Regular
Rear Shocks			
Туре	HD		
Steering			
Activation	Electric power-assist	Туре	Rack-pinion
Steering Specs			
# of wheels	2		
Exterior			
Front Wheels			
Diameter	16"	Width	6.50"
Rear Wheels			
Diameter	16"	Width	6.50"
Spare Wheels			



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2020 Transit-250 Cargo RWD Medium Roof Van 148" WB Base (R1C)

Price Level: 40

Selected Equip & Specs (cont'd) Steel Wheel material Front and Rear Wheels Steel Appearance Argent Material Hub Covers Front Tires 16" 65 Aspect Diameter S Sidewalls **BSW** Speed AS LT Туре Tread C Width 235mm LT load rating **RPM** 720 Rear Tires 16" 65 Aspect Diameter **BSW** S Speed Sidewalls LT Tread AS Туре Width 235mm LT load rating С 720 RPM Spare Tire Full-size Underbody w/crankdown Mount Type Wheels 68.2" 68.6" Front track Rear track 148.0" Wheelbase **Body Features** Front license plate bracket Yes Body material Fully galvanized steel Yes Side impact beams **Body Doors** 4 Sliding * Door count * Left rear passenger Sliding Split swing-out Right rear passenger Rear cargo Exterior Dimensions 235.5" Body width 81.3" Length 100.7" 40.3" Front bumper to Front axle Body height 63.0" 51.2" Side door opening height Side door opening width 64.9" 61.7" Rear door opening height Rear door opening width Rear door opening degree 253.0 Safety Airbags Yes Seat mounted Driver front-impact Driver side-impact



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Grande Truck Center | 4562 IH 10 East San Antonio Texas | 782194205

2020 Transit-250 Cargo RWD Medium Roof Van 148" WB Base (R1C)

Price Level: 40

Selected Equip & Sp			
Occupancy sensor	Yes	Overhead Safety Canop row	y System curtain 1s
Passenger front-impact	Cancellable	Passenger side-impact	Seat mounte
Seatbelt Height adjustable Pre-tensioners (#)	Front 2	Pre-tensioners	Fror
Security			
Immobilizer	SecuriLock	Panic alarm	Ye
Seating			
Passenger Capacity Capacity	2		
Front Seats			
Split	Buckets	Туре	Bucke
Driver Seat Fore/aft	Manual	Reclining	Manua
Way direction control	4		
Passenger seat Fore/aft Way direction control	Manual 4	Reclining	Manua
Front Head Restraint Control	Manual	Туре	Adjustabl
Front Armrest			
Driver	Yes		
Front Seat Trim Material	Vinyl	Back material	Vin
Convenience			
AC And Heat Type Air conditioning	Manual	∗ Rear HVAC	Provisio
* Auxiliary rear heater	Provision		
Audio System Auxiliary audio input Radio grade External memory control	Yes Regular External memory	Radio Seek-scan	AM/FM stere Ye



03/09/2020

Grande Truck Center | 4562 IH 10 East San Antonio Texas | 782194205

2020 Transit-250 Cargo RWD Medium Roof Van 148" WB Base (R1C)

Price Level: 40

Selected Equip & Specs (cont'd)

Audio Speakers	D		4
Speaker type	Regular	Speakers	4
Audio Controls			
Steering wheel controls	Yes	Streaming audio	Bluetooth yes
Audio Antenna			
Туре	Fixed		
LCD Monitors			
1st row	1	Primary monitor size (inches)	4
Cruise Control			
* Cruise control With steer	ing wheel controls	* Distance pacing Ford Co-I Cruise Control with ASI	
Convenience Features			
Driver foot rest	Yes	12V DC power outlet	2
Emergency SOS	Integrated	Wireless phone connectivity	Bluetooth
Door Lock Activation			
Type Power	with 2 stage unlock	Remote	Keyfob (all doors)
Integrated key/remote	Yes	Auto locking	Yes
Door Lock Type			
Tailgate/rear door lock Inclue	ded with power door		
Instrumentation Type			
Display	Analog		
Instrumentation Gauges			
Tachometer	Yes	Engine temperature	Yes
Instrumentation Warnings			
Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Door ajar	Yes	Rear cargo ajar	Yes
Service interval	Yes	Brake fluid	Yes
Low tire pressure	Yes		
Instrumentation Displays			
Clock	In-radio display	Camera(s) - rear	Yes -
Instrumentation Feature			
Trip odometer	Yes	* Parking sensors	Rear



03/09/2020

Grande Truck Center | 4562 IH 10 East San Antonio Texas | 782194205

2020 Transit-250 Cargo RWD Medium Roof Van 148" WB Base (R1C)

Price Level: 40

Selected Equip & S	pecs (cont'd) _{Warning}	Forward collision	Mitigation
Steering Wheel Type Material	Urethane	Tilling	Manual
Telescoping	Manual	Tilting	Wallua
Front Side Windows Window 1st row activation	Power		
	Fower		
Window Features	Driver		Lindat
1-touch down Laminated glass	Driver Yes	Tinted	Light
Front Windshield			
Wiper	Variable intermittent		
nterior			
Headliner			
Coverage	Front	Material	Cloth
Floor Trim			
Coverage	Front	Covering	Vinyl/rubber
Trim Feature			
Instrument panel insert	Metal-look	Gear shifter material	Urethane
Lighting			
Dome light type	Fade	Front reading	Yes
Illuminated entry	Yes	Variable IP lighting	Yes
Floor Console Storage			
Storage	Yes	* Туре	Full
Overhead Console Storag	ae		
Storage	Yes	Туре	Full
Storage			
Driver door bin	Yes	Front Beverage holder(s)	Yes
Glove box	Locking	Passenger door bin	Yes
Instrument panel	Bin		
Cargo Space Feature			
Tie downs	Yes	Light	Yes
Legroom			
Front	41.3"		
Headroom			



03/09/2020

Grande Truck Center | 4562 IH 10 East San Antonio Texas | 782194205

2020 Transit-250 Cargo RWD Medium Roof Van 148" WB Base (R1C)

Price Level: 40

Selected Equip & S	Specs (cont'd) _{52.0"}
Hip Room	
Front	60.7"
Shoulder Room	
Front	67.9"



03/09/2020

Grande Truck Center | 4562 IH 10 East San Antonio Texas | 782194205

2020 Transit-250 Cargo RWD Medium Roof Van 148" WB Base (R1C) Price Level: 40

Warranty

Standard Warranty

Basic			
Distance	36,000 miles	Months	36 months
Powertrain			
Distance	60,000 miles	Months	.60 months
Corrosion Perforation			
Distance	Unlimited miles	Months	60 months
Roadside Assistance			
Distance	60,000 miles	Months	60 months

San Pedro Retail Store 9515 San Pedro San Antonio, TX 78216 210-525-0241		TRAS	Estir	nate
Austin Retail Store 130 Ralph Ablanedo Bldg.1 Austin, TX 78748 512-394-5797	Grande Ford Tru	Bill To		Date 3/9/2020 Estimate #
San Antonio Fleet Center 993 Isom Road San Antonio, TX 78216 210-541-0000	PO Box 201120 San Antonio TX			12645 Rep
New Braunfels Fleet Center 5702 Safari Dr. New Braunfels, TX 78132 830-387-5117	VIN #	Ordered By ROCKY	P.O. No. COSA	Terms Net-10th

Vehicle Descri	iption	148" transit MID DUAL S	SLIDERS	
Qty	Item	Description	Cost	Total
1	NON LISTED IT	TO MEET SPEC 6/12 BOX KENNEL MUST HAV PASS AND DRIVER SLIDE DOORS 148 MID RO TRANSIT Van will be dropshiped to provided address and del to Grande. MAV-3M10050 AT-250V Animal Transport Van Conversion - For ProMaster LR, Transit MR Includes: Installation of 8 Sloped & Drained Cages (1 Bank of Each Side Cargo Door), Scratch Resistant Lexan Cage Doors, Cage Area Lighting, Polymax Floor Grills, Carpeted & Sealed Cab Divider Wall, Rear Cargo A Unfinished MAV-3M32057 Construction & Installation of Side Side Stainless Steel Cages Separated by Removable Divider (In R of Vehicle) Includes: Lexan Cage Doors & Divider Light Options: LED Lights Cutout Options: Catch Pole Cutouts Door Material Options: Lexan Cage Doors	OOF livered 18,175.00 of 4 at Area e by 2,650.00	18,175.00
hanks for your busi	ness. Please feel free	to contact me for any other help. Shane Keolaha	Subtotal	
Pric	ina Goo	d For 30 Days	Sales Tax (8.25%)	
		timate Date	Total	

Phone #	Fax #	E-mail	Web Site
00-676-0241	210-342-2519	david@pickupgear.com	www.pickupgear.com

San Pedro Retail Store 9515 San Pedro San Antonio, TX 78216 210-525-0241	Driven To Be		Estir	nate
Austin Retail Store 130 Ralph Ablanedo Bldg.1]	Date 3/9/2020
Austin, TX 78748 512-394-5797	Bill To Grande Ford Truck Center PO Box 201120			Estimate #
San Antonio Fleet Center 993 Isom Road	San Antonio TX 7	12645		
San Antonio, TX 78216 210-541-0000				
New Braunfels Fleet Center 5702 Safari Dr.	L			SLK
New Braunfels, TX 78132	VIN #	Ordered By	P.O. No.	Terms
830-387-5117		ROCKY	COSA	Net-10th

Qty	Item	Description		Cost	Total
1	NON LISTED IT	MAV-3M34013 Auxiliary Heat/AC (941) Installe Gas Engine Vehicle	ed in	3,620.00	3,620.00
1	NON LISTED IT	MAV-3M30007 PVC Catch Pole Holder Installed Above Animal Cages - Accessible from Rear of Vehicle		350.00	350.00
2	NON LISTED IT	MAV-3M30011 Catch Pole Hooks Installed on Driver's Side of Cab Divider Wall		75.00	150.00
3	NON LISTED IT	MAV-3M36005 LED Loading/Work Lights 350.00 1- Installed Above Each Cargo Door		350.00	1,050.00
1	NON LISTED IT	MAV-3M36003 Amber LED Mini Lightbar, 15.3"L x 650.00 8.5"W x 2.7"H - Installed		650.00	
2	NON LISTED IT	MAV-3M56011 Whelen MCRNT* (REPLACE " WITH COLOR SELECTION) Mounted to Front Grille	*"	535.00	1,070.00
2	NON LISTED IT	MAV-3M56017 Whelen IONSM* (REPLACE "*" WITH 385.00 COLOR SELECTION) Series Warning Lighthead, Surface Mount - Rear Install		770.00	
1	NON LISTED IT	MAV-3M30003 51b Fire Extinguisher, Dry, ABC 3A:40B:C, w/ Vehicle Bracket	c	120.00	120.00
1	Freight	Freight charges		2,200.00	2,200.00
1	DT-40583	Draw-Tite loaded ball mount with pin and clip		40.00	40.00
s for your busi	ness. Please feel free	to contact me for any other help. Shane Keolaha	Subto	otal	\$33,495.00
		d For 30 Days	Sales	Tax (8.25%)	\$0.00

* 29,835 Phone # Fax # E-mail Web Site 800-676-0241 210-342-2519 david@pickupgear.com www.pickupgear.com

Total

\$33,495.00

From Estimate Date

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity	FORM CIQ			
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.	OFFICE USE ONLY			
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).	Date Received			
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.				
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.				
1 Name of person who has a business relationship with local governmental entity. Ke(HL Shoffshill)				
2 Check this box if you are filing an update to a previously filed questionnaire.				
(The law requires that you file an updated completed questionnaire with the applater than the 7th business day after the date the originally filed questionnaire become				
Name of local government officer with whom filer has employment or business relationshi	p.			
NIA				
Name of Officer				
This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.				
A. Is the local government officer named in this section receiving or likely to receive taxable in income, from the filer of the questionnaire?	ncome, other than investment			
Yes No				
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than inve direction of the local government officer named in this section AND the taxable income is governmental entity?				
Yes No				
C. Is the filer of this questionnaire employed by a corporation or other business entity wi government officer serves as an officer or director, or holds an ownership of 10 percent or mo				
Yes No				
D. Describe each employment or business relationship with the local government officer name	ned in this section.			
NONE				
4				
	Date			

5

Adopted 06/29/2007

Veteran-Owned Small Business Program Tracking Form

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

Tracking. <u>This solicitation is not eligible for a preference</u> 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.

Veteran-Owned Small Business Program Tracking Form

SOLICITATION NAME/NUMBER: 6000 120	202 202		
Name of Respondent:	Grande Tr	mele Confer	
Physical Address:	4562 Ilt-10 EAst		
City, State, Zip Code:	SAN ANTONIO, TX 78219		
Phone Number:	210-661-4121		
Email Address:	rshoffstallegrendetruck com		
Is Respondent certified as a VOSB with the U.S. Small Business Administration?	Yes No		
(circle one)			
If yes, provide the SBA Certification #		\bigcirc	
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	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:			
	, ,	\bigcirc	
Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes	No	
Name of SUBCONTRACTOR Veteran-Owned Small Business:		1	
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) If yes, provide the SBA Certification #	Yes	No	
If not certified by the SBA, is SUBCONTRACTOR certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No	
If yes, provide the name of the entity who has certified SUBCONTRACTOR as a VOSB. Include any identifying certification numbers.			
Participation Percentage:			
Participation Dollar Amount			

Finance Department - Purchasing Division

Local Preference Program Identification Form

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

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

- <u>Personal Property (Goods / Supplies)</u>: 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;
- <u>Non-professional Services</u>: The local bidder's price must be within 3% of the price of the lowest nonlocal bidder for contracts of \$50,000 to under \$500,000;
- <u>Construction Services</u>: 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.

<u>City Business</u> 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:

- 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

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: $\mathcal{N}/\mathcal{A}_{\%}$

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:

6100012602

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

Name of Business:	Grande Truck Center			
Physical Address:	4542 IH-10 EAST			
City, State, Zip Code:	SAN ANTONIO, TX 78219			
Phone Number:	210- 661-4121			
Email Address:	rshoffstallegrandetruck.com			
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent: 209				
Is Business headquartered within the incorporated San Antonio city limits? (circle one)				
Has the business been headquartered in the incorporated San Antonio city limits for one year or more? (circle one) 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:				

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:			
Physical Address:		-	
City, State, Zip Code:			
Phone Number:			
Email Address:			e en
Provide the total number of full-time, p Bidder / Respondent in the local office:		t personnel e	mployed by
Is the business located in the incorporated San Antonio city limits? (circle one)		Yes	No
Has the business been located in the incorporated San Antonio city limits for one year or more? (circle one)		Yes	No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)		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)		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)		Yes	No

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

ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

BIDDER'S / RESPONDENT'S FULL NAME:

Keith Shoffstall (Print Name) Authorized Representative of Bidder / Respondent

int Allatet

(Signature) Authorized Representative of Bidder / Respondent

Sales

Title

3/9/2020

Date

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