



**CITY OF SAN ANTONIO**  
*Finance Department – Procurement Division*

FORMAL INVITATION FOR BID (“IFB”) NO.: 6100017782

ANNUAL CONTRACT FOR TIRES AND TIRE SERVICES

Date Issued: APRIL 3, 2024

**BIDS MUST BE RECEIVED NO LATER THAN:**  
**2:00 PM CENTRAL TIME, MAY 10, 2024**

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

**\*Bid submissions will only be accepted electronically\***

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NO      DBE / ACDBE Requirements: NO

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

Pre-Submittal Conference \* **The Pre-Submittal will be held on April 9, 2024, at 9:30 A.M. Central Time held via WebEx. Participants may join the WebEx meeting using the following instructions:**

Join by Phone: 1 (415) 655-0001

Meeting Number: 2630 436 0692

Meeting Password: COSA

WebEx Link:

**<https://sanantonio.webex.com/sanantonio/j.php?MTID=m7760eced03648d7a5c8247524a2119ff>**

Staff Contact Person:

Maria Castillo  
Procurement Specialist II,  
P.O. Box 839966,  
San Antonio, TX 78283-3966.  
Email: [maria.castillo@sanantonio.gov](mailto:maria.castillo@sanantonio.gov)

SBEDA Contact Information: N/A

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## 003 - INSTRUCTIONS FOR BIDDERS

### Submission of Bids.

**\*Bid submissions will only be accepted electronically\***

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

Bids sent to City by Mail, Facsimile or Email shall be rejected.

Modified Bids. Bids may be modified provided such modifications are received prior to the time and date set for submission of bids, and submitted in the same manner as original bids "**electronically**". 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.

For electronic bids, Bidder's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

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

Certified Vendor Registration Form. 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 short-hand names will be accepted in place of the full, true and correct legal name of the entity.

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

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

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

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

Bidders shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which a proposal is submitted. Respondent shall provide said catalog at the time of submission of its proposal. Manufacturers' catalogs may be submitted in any of the following formats: paper copy, flash drive, or CD ROM. Catalogs shall be mailed to the Finance Department, Procurement Division, P.O. Box 839966, San Antonio, Texas 78283-3966 prior to bid opening. Bidder shall submit a PDF file for proposals 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 Finance Department – Procurement Division

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 disqualification of Bidder's bid from consideration.

Exceptions to the restrictions on communication with City employees include:

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

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

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

Respondents and/or their agents are encouraged to contact the Small Business Office of the 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 required SBEDA forms. The point of contact may be reached by telephone at (210) 207-3910 or by e-mail at SBEDAdocs@sanantonio.gov. This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.

#### Pre-Submittal Conference.

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

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

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

#### Changes to IFB.

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

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

#### Preparation of Bids.

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

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



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

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

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

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

Description of Supplies.

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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

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

### 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.

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

### Rejection of Bids.

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

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

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

The bid is conditional; or

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

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

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

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

Withdrawal of Bids. Bids may be withdrawn prior to the time set for the bid opening. Bids submitted electronically may be withdrawn electronically.

Bid Opening. Bids will be publicly read aloud online through WEBEX at 2:30 pm C.T. on the day the bids are due.

Join by phone: 415-655-0001 (Toll-free Dial-In)

WebEx Meeting Link:

<https://sanantonio.webex.com/sanantonio/j.php?MTID=ma673c6c7d0d45e4f617220d952b17be0>

Meeting number (access code): 2630 003 5297

Meeting password: COSA

### 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 Procurement 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.

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

#### Bid Protest Procedures.

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

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

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

#### Prohibited Financial Interest.

The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in §2-42 and §2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with City. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- a City officer or employee; his or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;

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

By submitting a 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.

Unfair Advancement of Private Interests. 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.

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

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

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

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

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

<http://www.sanantonio.gov/Portals/0/Files/Ethics/OCC-CIQ-Addendum.pdf>

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

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

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

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

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

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234). The form is available from the Texas Ethics Commission by accessing the following web address:

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

**Print your completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 and submit it with your response to this solicitation.**

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

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



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

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

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

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

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

## 004 - SPECIFICATIONS / SCOPE OF SERVICES

**SCOPE:** The City of San Antonio is soliciting bids for the purchase of tires and tire services which will support the City's Fleet of approximately four thousand nine hundred ninety-four vehicles utilized by all City departments. The tire categories included on this solicitation are for vehicles, such as passenger, truck, industrial, emergency, turf, and heavy equipment. In addition, the contract will also include tire services such as retreading, balancing, road service and repairs.

### **GENERAL SPECIFICATIONS:**

1. All tires furnished under this bid shall conform to the latest Department of Transportation (DOT) requirements.
2. For the purpose of this solicitation, first line tires are considered to be highest mileage rated and highest quality. The City shall be the sole judge of equality and suitability of comparable items.
3. AGE OF TIRES: Vendor shall furnish new tires with a manufacture date not more than one (1) year old on City's date of receipt.
4. Location: Vendors parts and services facilities shall be located within a 50-mile radius of San Antonio City Hall for bid items requiring drop-off/pick-up onsite services due to response time requirements.—Bids for Road Services are required to meet this requirement.
5. TIRE SIZE, PLY AND MARKINGS: Each tire shall be stamped or branded with (1) the manufacturer's name or trade name or trademark, (2) the tire size and load range, (3) serial number, (4) date when tire was manufactured, and (5) tread wear, traction and temperature grade.
6. All tires and tubes shall be of the latest construction and tread design and of superior quality and workmanship and suitable for the use intended.
7. Award of this contract will be made by category, as identified in the price schedule. The quantities stated are estimates only and are in no way binding upon the City. Estimated quantities will be used for the purpose of evaluation. The City reserves the right to increase or decrease quantities as needed.
8. All costs associated with shop supplies, delivery, environmental/disposal fees, or any other expenses incurred in fulfilling this contract, shall be included in bid price.
9. Delivery: Tires used on a regular basis based on usage history must be delivered within (1) day after receipt of order. Any other related parts not listed as specified items in this bid must be delivered within (3) working days. Extension to the above listed schedule may be granted by the City's Fleet Maintenance Service Center Manager in writing, when it can be substantiated that delays are caused by repair parts supply time, i.e. factory backorders and that the vendor took prompt action to request parts.
10. Vendor shall comply with all Federal, state and local rules and regulations including but not limited to the Texas Commission on Environmental Quality (TCEQ) agency and must have and provide copies to the City of the proper registrations to generate, transport, store and manage tires.
11. Periodically during the term of this contract, vendor shall credit or replace items purchased during the contract period which have become obsolete for the City's needs, provided that these items are in the original cartons and/or in marketable condition.
12. Road service is defined as a call in the field or at any of the City's maintenance facilities. Vendor must arrive within one (1) hour after receipt of a call for road service during normal business working hours which are Monday thru Friday 8:00am to 5:00pm and after hours, weekends and holidays. Labor charge can only begin after arrival at service location.
13. Repairs shall be completed by bidder within four (4) hours of service call. Expedited service shall be completed within two (2) hours of service call, urgency of service will be determined by the City. An extension may be granted by the City's Fleet Maintenance Service Center Manager in writing, when it can be substantiated that delays are being caused by repair parts supply time (i.e. factory backorders) and that the vendor took prompt action to request parts. Valve stems shall be replaced only if necessary.



14. Roadside Service Call is defined as a service that must be done in the field or at any of the City's facilities. Service Call Charge is defined as a one-time charge per service call.

15. All parts which have been replaced must be available for inspection by Fleet Operations Manager or designated staff representative. Fleet Operations Manager or designated staff representative may inspect and/or pick up replaced parts at the time the equipment is returned.

16. Bidders are required to maintain a stock level of parts which, within the industry, are considered to be fast-moving, (wheel weights, patches, plugs, cement, buffer liquid, valve stems, flaps, valve cores, and valve caps), normal wear items for which three (3) demands have occurred within the most recent 180-day period. Bidders for supplies specified in this contract must be currently stocking a minimum of 80% of the line items within each commodity being offered.

17. Vendor shall inspect wheels and inform City if any wheel(s) are damaged. Damaged wheels will be disposed of by the City. Wheels must be inspected, cleaned, sandblasted, and powder coated white with PWS8-20260 Gloss White Polyester TGIC Powder or proven equivalent by Vendor, IF NEEDED.

18. Upon termination of contract, vendor is responsible for returning City's property inventory in a timely manner to a location specified by Fleet Maintenance Manager.

#### 19. SITE ADDITIONS/DELETIONS

- a. During the contract period, the City may add or delete sites to the contract. Additions and deletions shall be made by written change order to the contract.
- b. If a site is deleted from the contract, the Respondent shall cease services for the site as of the effective date of the change order and shall not invoice for the specific site.

#### **PRICING:**

1. Contract pricing will be in the form of discount off the catalog price. Discount percentage provided for each category of tires must remain fixed for the duration of the contract term. Bidders must fill in the requested information pertaining to discount, catalog / price list name, date of catalog / price list, product manufacturer, etc. Proposed catalogs / price lists must be submitted with bid response.

2. **SPECIFIED ITEMS** - Specified items identified in Item A, by category on the price schedule attachment are for overall bid evaluation and represent the most commonly purchased items. For specified items, Bidders are encouraged to give deeper discounts over and above the discounts entered in the Price Schedule by category for Item B – Catalog Discount for Tires that are not specified. Discounts in the Price Schedule for specified items by category may vary by tire. Net prices entered for those items must reflect the net price derived from quoted price list less all discounts offered.

3. **CATALOG DISCOUNT "TIRES NOT SPECIFIED"** - Vendor must provide current price lists that, along with the discount quoted items, will be used to complete a full range of items. On Attachment A Price Schedule, Item B the Bidder shall enter the percentage discount offered by manufacturer, type of catalog / price list, catalog / price list number, catalog / price list date for each category. **Bidder must submit one single discount percentage per manufacturer.** Discounts in Price Schedule for catalog discount by category may vary by manufacturer.

#### **TIRE SPECIFICATIONS:**

##### **CATEGORY ONE - PASSENGER TIRES**

1. All tires furnished under this item shall conform to the latest DOT requirements. They shall be at minimum tubeless tires and have a minimum load range "B". No recaps will be considered for award.

2. Only tires with the following minimum quality grades will be accepted; Tread-wear 280, traction "A", and temperature "B". The quality grades must be marked on tire, or bidder must provide information stating the grade qualities. Tires must be the minimum quality of Firestone, Goodyear or equal.

#### **CATEGORY TWO - TURF TIRES**

1. All tires furnished under this bid shall be equal to or better than OEM specification, shall be of polyester/nylon cord construction and shall be Class "A". Class "A" tires are those recognized in the trade as first line, first grade and 100 level.

#### **CATEGORY THREE - TRUCK AND INDUSTRIAL TIRES**

1. All tires furnished under this bid shall conform to the latest D.O.T. requirements and shall be a minimum first line grade tire. No consideration will be given to tires which are less than first line.

#### **CATEGORY FOUR - EMERGENCY TIRES**

1. All tires furnished under this bid shall conform to the latest D.O.T. requirements and shall be a minimum first line grade tire. No consideration will be given to tires which are less than first line.

#### **CATEGORY FIVE- HEAVY EQUIPMENT TIRES**

##### **I. TIRES**

1. All tires furnished under this bid shall conform generally to the original tread design and skid depth requirements of Type E-3, E-4, L-2, L-3, L-4 class. Tire and tread compound composition to be CP and HR type compound for rock and heavy abrasion use.
2. TIRE SIZE, LOAD RANGE AND MARKINGS, ETC. Each tire shall be stamped or branded with the manufacturer's name or trade name or trademark, the tire size including load range, serial number, and the percentage of nylon used in the manufacturing process. All tires shall be of nylon construction unless otherwise specified. No consideration will be given to tires which are less than first line.

##### **II. TUBES**

1. GRADE: All tubes shall conform to Federal specifications ZZ-T-72I or latest supplement.
2. MARKING: Each tube shall have stenciled or etched, the manufacturers name the brand, and the size.

##### **III. RETREADING AND REPAIR SERVICE**

1. Tires to be repaired and/or retread shall include but not limited to basic truck tires through 445/50R22.5. Off-road equipment tires are not included in these specifications.
2. Vendor must use tread of the pre-cured type, pre-cured prior to and independent of the casing to be recapped and of a high scrub resistant type compound designed for frequent stopping and starting in an urban environment. City may request samples of proposed tread for evaluation.
3. Bidders must exhibit capability to replace or extend shoulders of tires to be recapped so that final product will have, as a minimum, no less tread width than the original casing. Tread that is narrower than the OEM tread is explicitly forbidden by this contract.
4. Price lists must include the drive lug (or equal) tread and bid submission must include an affirmative statement by bidder that the tread depth being bid is equal to original compound with a minimum skid depth of 18/32 or better with the exception of tire size 315/80R22.5 which must be a minimum skid depth of 22/32 and 445/50R22.5 minimum skid depth of 35/32 or better. The Fleet Operations and Maintenance may authorize in writing additional tread designs and tread depths.
5. An average of 50 to 60 tires per week is forecasted for repair and/or retread; however, this is an estimate only and does not commit the City to repairing and/or retreading any quantity of tires.



6. Vendor is required to account for tires received and delivered by serial number, brand, and size. A written RAR (return as received) report and an itemized manifest shall outline all pertinent information as to why the tire(s) were not accepted for processing. All deliveries and/or pick-ups from City facilities shall be made by the contractor only. The City reserves the right to declare any tire or casing unserviceable and deem it as scrap.
7. Tires will be inspected by vendor to determine how many times the tire(s) have been retreaded. The maximum times a tire(s) can be retreaded for the City of San Antonio will be determined by the vendor taking into consideration the number of times the casing has been recapped, the age of the casing, and the integrity of the casing. Tires retreaded by vendor will be stamped with Brand number and dates to identify how many times the tire(s) have been retreaded. The City reserves the right to declare any tire or casing unserviceable and deem it as scrap.
8. The successful bidder shall guarantee that all work performed under this contract shall be performed in a good and workmanship manner meeting the standards of quality prevailing in the United States for services of like kind. The successful bidder shall warrant that all work performed under this contract shall be performed by trained and skilled persons having substantial experience with tire retreading and repair.
9. All bid submissions must include an assurance from bidder's supplier that treads rubber and related products will be available to fulfill all requirements for the contract period. The City will not be responsible for any quantities of supplies that the contractor stocks in anticipation of orders against this contract.
10. Manufacturer's processing standards shall be followed for the proper retreading and repairing of tires. Each retread and repair service supplier's facility shall conform to a written procedure, ARA (American Retreaders Association), Tire Retread Information Bureau (TRIB), or approved manual in the performance of each operation.
11. All tires must be cured at temperatures not to exceed 260°F.
12. All materials used in the process of retreading and repairing tires shall conform to the following specifications:

ITEM	REQUIREMENT	MINIMUM	MAXIMUM
a.	Tensile Strength (PSI)	2,200	
b.	Elongation (%)	380	600
c.	Modulus at 300% (PSI)	1,400	1,700
d.	Hardness* *Hardness will be measured using a Shore Durometer, "A" Scale.*	60	70
e.	Specific Gravity	1,105	1,135

#### IV. WHEEL POWDER COATING

1. PWS8-20260Gloss White Polyester TGIC Powder
2. Wheels must be inspected, cleaned, sandblasted prior to powder coating.
3. Bolt holes (both inside and outside surfaces) should not be powder coated and should be covered prior to powder coating.
4. All powder coating must be cured for 10 minutes at a temperature of 400°F.
5. Aluminum wheels must be cleaned and polished.
6. All materials used in the process of powder coating shall conform to the following specifications:

ITEM	REQUIREMENT	Attributes
a.	Specific Gravity(g/ml)	1.74
b.	Coverage at 1.0 Mil(ft/lb):2	110.8

c.	60° Gloss (ASTM D-523)	88-110
d.	Adhesion (ASTM D-3359)	5B
e.	Flexibility (ASTM D-522)	Pass 1/8"
f.	Pencil Hardness (ASTM D-3363)	H-2H
g..	Impact Resistance(in.lb) (ASTM D-2794)	Dir 160 in-lbs Rev 160 in-lbs
h.	Shelf Life	12 Months

## V. Wheels

1. 22.5 x 9.00 Tubeless Steel Wheel - Hub-Piloted-White Powder Coat (Accuride 29039)
  - a. Applications: On Highway
  - b. Bolt Circle: 285.75
  - c. Center Bore: 220.00
  - d. Disc: 0.50
  - e. Bolt Hole Size: 26mm
  - f. Wheel Size: 22.5 x 9.00
  - g. Offset: 5.25
  - h. Bolt Holes No: 10
  - i. Hand Holes: 5
  - j. Max Load: 10000 - 130
  - k. Measurement: Imperial
  - l. Mounting: Hub-Piloted Dual-Mounting Two-Piece Flange Nut
  - m. Mounting Option Box: Hub-Piloted Wheels
  - n. Recommended Valve: TR573
  - o. Type: 15° Tubeless Steel Wheel
  - p. Weight: 103
2. 22.5 x 9.00 Tubeless Steel Wheel - Hub-Piloted-White Powder Coat (Accuride 29300)
  - a. Applications: On Highway, Transit
  - b. Bolt Circle: 285.75
  - c. Center Bore: 220.00
  - d. Disc: 0.63
  - e. Bolt Hole Size: 26mm
  - f. Wheel Size: 22.5 x 9.00
  - g. Offset: 7.00
  - h. Bolt Holes No: 10
  - i. Hand Holes: 5
  - j. Material: Steel
  - k. Max Load: 10000 - 130
  - l. Measurement: Imperial
  - m. Mounting: Hub-Piloted Dual-Mounting Two-Piece Flange Nut
  - n. Mounting Option Box: Hub-Piloted Wheels
  - o. Recommended Valve: TR573
  - p. Type: 15° Tubeless Steel Wheel
  - q. Weight: 108
3. 22.5 x 8.25 Tubeless Steel Wheel - Hub-Piloted-White Powder Coat(Accuride 28828)
  - a. Applications: On Highway, Transit
  - b. Bolt Circle: 285.75
  - c. Center Bore: 220.00
  - d. Disc: 0.47
  - e. Bolt Hole Size: 26mm
  - f. Wheel Size: 22.5 x 8.25
  - g. Offset: 6.62
  - h. Inset:
  - i. Bolt Holes No: 10
  - j. Hand Holes: 2



- k. Material: Steel
  - l. Max Load: 8000 - 125
  - m. Measurement: Imperial
  - n. Mounting: Hub-Piloted Dual-Mounting Two-Piece Flange Nut
  - o. Mounting Option Box: Hub-Piloted Wheels
  - p. Recommended Valve: TR573
  - q. Type: 15° Tubeless Steel Wheel
  - r. Weight: 79
4. 22.5 x 8.25 Tubeless Aluminum Wheel - Hub-Piloted (Accuride 29348)
- a. Applications: On Highway
  - b. Bolt Circle: 275.00
  - c. Center Bore: 221.00
  - d. Disc: 0.94
  - e. Bolt Hole Size:
  - f. Wheel Size: 22.5 x 8.25
  - g. Offset: 6.59
  - h. Inset:
  - i. Outset:
  - j. Bolt Holes No: 8
  - k. Hand Holes: 8
  - l. Material: Aluminum
  - m. Max Load: 7300 - 120
  - n. Measurement: Imperial
  - o. Mounting: Hub-Piloted Dual-Mounting Two-Piece Flange Nut
  - p. Mounting Option Box: Hub-Piloted Wheels
  - q. Recommended Valve: DV545D Installed
  - r. Type: 15° Tubeless Aluminum Wheel
  - s. Weight: 55
5. 22.5 x 9.00 Tubeless Aluminum Wheel - Hub-Piloted (Accuride 41012)
- a. Applications: On Highway
  - b. Bolt Circle: 285.75
  - c. Center Bore: 220.00
  - d. Disc: 0.98
  - e. Bolt Hole Size:
  - f. Wheel Size: 22.5 x 9.00
  - g. Offset: 3.12
  - h. Bolt Holes No: 10
  - i. Hand Holes: 10
  - j. Material: Aluminum
  - k. Max Load: 10200 - 131
  - l. Measurement: Imperial
  - m. Mounting: Hub-Piloted Dual-Mounting Two-Piece Flange Nut
  - n. Mounting Option Box: Hub-Piloted Wheels
  - o. Recommended Valve: DV545E Installed
  - p. Type: 15° Tubeless Aluminum Wheel
  - q. Weight: 51
6. 22.5 x 9.00 Tubeless Aluminum Wheel - Hub-Piloted (Accuride 41730)
- a. Applications: On Highway, Transit
  - b. Bolt Circle: 285.75
  - c. Center Bore: 220.00
  - d. Disc: 0.98
  - e. Bolt Hole Size:
  - f. Wheel Size: 22.5 x 9.00

- g. Offset: 7.00
- h. Bolt Holes No: 10
- i. Hand Holes: 10
- j. Material: Aluminum
- k. Max Load: 10000 - 130
- l. Measurement: Imperial
- m. Mounting: Hub-Piloted Dual-Mounting Two-Piece Flange Nut
- n. Mounting Option Box: Hub-Piloted Wheels
- o. Recommended Valve: DV545D Installed
- p. Type: 15° Tubeless Aluminum Wheel
- q. Weight: 58

The City reserves the right to request random rubber samples and submit them to recognized agencies for evaluation. Failure to meet material specifications will result in cancellation of this contract. Requested samples shall be mailed to: City of San Antonio, Procurement Division, 100 W Houston, 18<sup>th</sup> Floor, San Antonio, TX 78205 attention Maria Castillo.

#### **CATEGORY VI- TIRE REPAIR AND BALANCING MATERIALS**

##### **STANDARD REQUIREMENTS:**

1. Vendor shall furnish tire repair and balancing materials, including wheel weights, adhesive weights, chalk, patches, plugs, cement, buffer liquid, valve stems, flaps, valve cores, and valve caps.
2. Prospective bidders must prove beyond any doubt to the City Purchasing Administrator that they are duly qualified, capable, bondable, etc. to fulfill and abide by the specifications herein listed.
3. Any materials or parts used in complying with contract must be equal to or better than original equipment.
4. The successful bidder must be able to furnish a full line of parts to be considered for award of that category.
5. Delivery shall be completed within three (3) City of San Antonio business working days after receipt of order.

##### **CATALOG:**

Vendor must include the manufacturer's latest catalog and descriptive literature describing all types of tires bidder has to offer under as part of the bid submission.

**Contractor shall provide images of the specified items after award. Images must be submitted in .JPEG, .BMP, .PNG, .JPG, or .GIF format and may represent either photographs or drawings of the items specified in the bid document.**

## 005 - SUPPLEMENTAL TERMS & CONDITIONS

### Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or July 1, 2024 whichever is later. This contract shall begin upon the date specified in the award letter, if it does not exceed \$50,000. This contract shall terminate on June 30, 2027.

### Renewals.

At City's option, this Contract may be renewed under the same terms and conditions for 2 additional 1 year period(s). Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefor.

### Temporary Short-Term Extensions.

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

### Temporary Contract Pending Award of Contract by City Council.

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

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

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

Acceptance of Vendor's bid for the purposes of award of a temporary contract does not constitute award of the full contract with the Original Contract Term. Such a contract may only be awarded by the San Antonio City Council by passage of an ordinance. Neither does award of a temporary contract obligate City to recommend Vendor's bid for award to the City Council, or guarantee that the City Council will award the contract to Vendor.

### Catalog Discount Pricing.

It is agreed that any published price list(s) may be superseded or replaced during the contract period only if such list is published by the manufacturer for industry wide use. If Vendor's catalog is a compilation of products from various manufacturer's, then the product pricing for a particular manufacturer's products may be superseded or replaced if that manufacturer's price increase is published for industry wide use. Vendor must be able to substantiate the price increase to City's satisfaction.

A revised price list must be submitted to City in the same format as the originally submitted price list, unless a different format is approved by City. It is agreed that any price list provided other than the manufacturer's price list may not be superseded or replaced during the contract period.



*Discounts or mark-ups accepted as part of this bid are not subject to revision.*

A written notice stipulating in detail the changes of a price list must be furnished and approved by the City before revisions go into effect.

All price lists submitted with the bid, or approved revisions, are hereby incorporated into this contract by reference.

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

#### Internal / External Catalog.

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

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

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

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

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

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

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

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

#### Catalog Updates.

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

#### Insurance.

Prior to the commencement of any work under this Agreement, Contractor must provide a completed Certificate(s) of Insurance to CITY's Finance Department – Procurement Division. The certificate must be:

- clearly labeled with the name of the contract in the Description of Operations block;
- completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance); and
- properly endorsed and have the agent's signature, and phone number.

Certificates may be mailed or sent via email, directly from the insurer's authorized representative. 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 – Procurement Division. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.

If the City does not receive copies of insurance endorsement, then by executing this Agreement, Contractor certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for this contract.

The City's Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.

Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted 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. If the Contractor claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Independent Contractors* e. Damage to property rented by you*	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella Liability Coverage  e. \$300,000*
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
*5. Garage keepers Liability	\$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella Liability Coverage.
*If Applicable	

Contractor must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of Contractor and provide a certificate of insurance and endorsement that names Contractor and CITY as additional insureds. Contractor shall provide CITY with subcontractor certificates and endorsements before the subcontractor starts work.

If a loss results in litigation, then the CITY is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. Contractor must comply with such requests within 10 days by submitting the requested insurance documents to the CITY at the following address:

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



Contractor's insurance policies must contain or be endorsed to contain the following provisions:

- Name CITY and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with CITY. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
- Endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY's insurance is not applicable in the event of a claim.
- Contractor shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of CITY; and
- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation, material change in coverage, or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this Agreement. 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 Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order Contractor to stop work and/or withhold any payment(s) which become due to Contractor under this Agreement until Contractor demonstrates compliance with requirements.

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

Contractor'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.

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

Contractor and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

#### Incorporation of Attachments.

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

Attachment A – Price Schedule

Attachment B – City of San Antonio Local Preference Program Tracking Form

Attachment C – City of San Antonio Veteran-Owned Small Business Preference Program (VOSBPP) Tracking Form

Attachment D – Working with COSA - Keys to Faster Payments

Exhibit I – Shop Site List



## 006 - GENERAL TERMS & CONDITIONS

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

### Delivery of Goods/Services.

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

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

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

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

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

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

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

### Invoicing and Payment.

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

**[accounts.payable@sanantonio.gov](mailto:accounts.payable@sanantonio.gov)**

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



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

Vendors not able to submit invoices with the required file formatting above may mail original invoices, on white paper only, to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

#### Information Required On Invoice.

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

#### Payment by City.

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

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

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount.

**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.

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

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished 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.

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

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

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

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

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

## INDEMNIFICATION.

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

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



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

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to 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.

Disclosure Requirements for Certain Government Contracts. For contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, Vendor acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this 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.

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

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

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

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein



contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

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

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

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

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

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.

"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.

#### **Prohibition on Contracts with Companies Boycotting Israel.**

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

"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.

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.

#### **Prohibition on Contracts with Companies Boycotting Certain Energy Companies.**



Texas Government Code §2274 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 energy companies; and (2) will not boycott energy companies during the term of the contract.

"Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott energy companies and will not boycott energy companies 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.

Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries.

Texas Government Code §2274 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 have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. 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.

Delinquent Taxes. 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.

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

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



007 - SIGNATURE PAGE

By submitting a bid, Bidder represents that:

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

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

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

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

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. #1000377

Signer's Name PHIL RODGERS

Name of Business T & W TIRE

Street Address 5834 I 10 EAST

City, State, Zip Code SAN ANTONIO, TX 78219

Email Address PRODGERSE@TANDWTIRE.COM

Telephone No. 210-661-8271

Fax No. 210-661-8276

City's Solicitation No. FORMAL IFB 6100017782 TIRES AND TIRE SERVICES

  
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.

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

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

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

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

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

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

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

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

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

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

Director - the Director of Finance Department – Procurement Division, or Director's designee.

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

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

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

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

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

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

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

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

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



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

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

Purchase Order - a validly issued order placed by an authorized City department for the purchase of goods or services, written on the City's standard purchase order form, and which is 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.

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

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

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

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

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

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

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

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

**009 – ATTACHMENTS**

**ATTACHMENT A**

**PRICE SCHEDULE V3**

**ATTACHED AS A SEPARATE DOCUMENT.**





## **ADDENDUM I**

**SUBJECT:** Formal Invitation for Bid Annual Contract for Tires and Tire Services, (6100017782),  
Scheduled to Close: Friday, April 19, 2024; Date of Issue: Wednesday, April 3, 2024

**FROM:** Jennifer Johnson  
Procurement Administrator

**DATE:** April 16, 2024

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

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

- 1. SUBMISSION DEADLINE IS HEREBY EXTENDED TO WEDNESDAY MAY 1, 2024; 2:00 PM CT**
- 2. Add: Pre-Submittal Conference IFB Presentation, this document will be posted as a separate file.**
- 3. Add: Pre-Submittal Conference Sign-In Sheet, this document will be posted as a separate file.**
- 4. Modify: Section 004 Specifications/Scope of Services, # 4 Location has been revised to read as follows:**

Location: Vendors parts and services facilities shall be located within a 50-mile radius of San Antonio City Hall for bid items requiring drop-off/pick-up onsite services due to response time requirements. Bids for Road Service are required to meet this requirement.

- 5. Add: Section 004 Specifications/Scope of Services has been revised to read as follows:**

**19. SITE ADDITIONS/DELETIONS**

- a. During the contract period, the City may add or delete sites to the contract. Additions and deletions shall be made by written change order to the contract.
- b. If a site is deleted from the contract, the Respondent shall cease services for the site as of the effective date of the change order and shall not invoice for the specific site.

- 6. ADD: Exhibit I Shop Site List.**

**QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, PRE-SUBMITTAL  
CONFERENCE:**

On Tuesday, April 9, 2024, the City of San Antonio hosted a Pre-Submittal Conference to provide information and clarification for the Annual Contract for Tires and Tire Services. Below is a list of questions that were asked at the pre-submittal conference. The City's official response to questions asked is as follows:

Question 1: Regarding the Price Schedule, may we provide a different brand name and do we have to have it approved before submitting the bid?

Response: Tire brand submitted must meet or exceed the specifications of the tires listed in Section 004-Specifications/Scope of Services and the price schedule.

Question 2: Can you provide a list of the City's shops?

Response: Please see Exhibit I Shop Site List. Posted as a separate document.

Question 3: Will there be multiple vendors awarded per category?

Response: No, there is one vendor awarded per category.



\_\_\_\_\_  
Jennifer Johnson

Procurement Administrator

Finance Department - Procurement Division





## **ADDENDUM II**

**SUBJECT:** Formal Invitation for Bid Annual Contract for Tires and Tire Services, (6100017782), Scheduled to Close: Wednesday, May 1, 2024; Date of Issue: Wednesday, April 3, 2024

**FROM:** Jennifer Johnson  
Procurement Administrator

**DATE:** April 25, 2024

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

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

- 1. SUBMISSION DEADLINE IS HEREBY EXTENDED TO FRIDAY MAY 3, 2024; 02:00 PM CT**
- 2. Modify:** Attachment A – Price Schedule, unlocked Vendor Name cell block to allow vendors to enter Vendor Name.
- 3. Modify: Attachment A – Price Schedule, Item # 16 of Category I Passenger Tires is revised to read as follows: P215/60R17 Steel, Highway Rib.**

#### **QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003 INSTRUCTIONS FOR BIDDERS, RESTRICTIONS ON COMMUNICATIONS:**

**Question 1:** In Attachment A - Price Schedule, the cell that requires the Bidder's Name is locked and cannot be edited, even though it is highlighted. How would you like that to be handled? I can work around it by copying the whole worksheet, but that will unlock all of the cells. I didn't want to do that without asking in case the locked worksheet may be required for submission.

Response: Please refer to Attachment A – Price Schedule V2.

**Question 2:** In Attachment A - Price Schedule, Item #16 of Category I Passenger Tires is listed as "FP215/60". Is that a complete item? The other items in the category continue with another measurement and description, so it appears to be incomplete.

Response: Item #16 of Category I Passenger Tires is revised to P215/60R17 Steel, Highway Rib.

**Question 3:** Is it typical for a roadside service call to be billed on the service call as a flat fee according to the hours (regular, after hours, etc) and also be billed on the hourly labor rate according to when the technician arrives and finishes according to the hours (regular, after hours) as well?

Response: Please refer to Section 004 Specifications/Scope of Services, General Specifications #12 and #14.

**Question 4:** Are all of the price books due when the bid gets submitted?

Response: Please refer to Section 004 Specifications/Scope of Services, Pricing # 1.

**Question 5:** Is it required to have full price books for all of the brands that we're bidding on?

Response: Please refer to Section 004 Specifications/Scope of Services, Catalog.

**Question 6:** Do we need price books for each of the categories that are bid on, like all of the accessories?

Response: Please refer to Question 4 above.

**Question 7:** Is there an answer about whether there would be multiple vendors awarded for each category?

Response: Please refer to Addendum I Question # 3.

*Marilyn Timlake* for

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Jennifer Johnson  
Procurement Administrator  
Finance Department - Procurement Division





### ADDENDUM III

SUBJECT: Formal Invitation for Bid Annual Contract for Tires and Tire Services, (6100017782), Scheduled to Close: May 3, 2024; Date of Issue: April 3, 2024

FROM: Jennifer Johnson  
Procurement Administrator

DATE: May 2, 2024

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

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

1. SUBMISSION DEADLINE IS HEREBY EXTENDED TO MAY 10, 2024; 2:00 PM CT.
2. Vendor confirms acknowledgement of Attachment A – Price Schedule V3 by signing below and submitting Attachment A – Price Schedule V3 with their bid response. Revisions were made in formatting and line items and to allow easier data entry for vendors.

*Jennifer Johnson*

Jennifer Johnson  
Procurement Administrator  
Finance Department - Procurement Division

\*\*\*\*\*THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH THE PROPOSAL\*\*\*\*\*

**Vendor Acknowledgement**

Date: 5-8-24

Company Name: T & W Tire

Address: 5834 I-H 10 east

City/State/Zip Code: San Antonio, TX 78219

Name & Business Title: Phil Rodgers Manager

Signature: Phil Rodgers