



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

REQUEST FOR OFFER (“RFO”) NO.: 6100018551

**SAPD FORMAL ANNUAL CONTRACT FOR POLICE MOTORCYCLES  
PARTS AND SERVICES**

Date Issued: DECEMBER 6, 2024

**RESPONSES MUST BE RECEIVED NO LATER THAN:**  
**10:00 AM, CENTRAL TIME, December 18, 2024**

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

**\*Offer submissions will only be accepted electronically through the Vendor Portal**

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: None

DBE / ACDBE Requirements: None

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

Pre-Submittal Conference: None

Staff Contact Person:

Taylor Mayo

Procurement Specialist II

Email: [Taylor.Mayo@sanantonio.gov](mailto:Taylor.Mayo@sanantonio.gov)

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### 003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers. \* **Offer submissions will only be accepted electronically\***

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

Modified Offer. Offer's may be modified provided such modifications are received prior to the time and date set for submission of Offer, and submitted in the same manner as original offer **"electronically"**. Electronic offer's, a modified offer will automatically replace a prior offer submission. See below for information on submitting Alternate Offer's.

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

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

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

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

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

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

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

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

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

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

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

### Restrictions on Communication.

Offers 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 RFO or offers from the time the RFO 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 RFO has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFO and/or offer submitted by offeror. Violation of this provision by offeror and/or its agent may lead to disqualification of Offeror's offer from consideration.

Exceptions to the restrictions on communication with City employees include:

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

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

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

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

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

### Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Offerors are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings.

Pre-Submittal Conference participation is optional, but highly encouraged.

Respondents who join the WebEx Pre-Bid Conference are highly encouraged to email the solicitation's Staff Point of Contact confirming Respondent attendance and participation through the WebEx.

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

To request an interpreter for the deaf or other assistance, call (210) 207-7245 Voice/TTY. Interpreters for the deaf must be requested at least 48 hours prior to the meeting.

#### Changes to RFO.

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

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

#### Preparation of Offers.

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

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

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

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

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

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

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

#### Estimated Quantities for Annual Contracts.

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

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

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

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

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

#### Rejection of Offers.

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

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

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

The offer is conditional; or

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

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

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

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Offers submitted electronically may be withdrawn electronically.

#### Evaluation and Award of Contract.

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

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

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

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

Prompt Payment Discount.

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

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

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

Prohibited Financial Interest.

The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in 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 proposal, Respondent warrants and certifies, and a contract awarded pursuant to this RFO is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City.

**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/atty/ethics/pdf/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 offer. The Purchasing Division will not deliver the forms to the City Clerk for you.



## 004 - SPECIFICATIONS / SCOPE OF SERVICES

### 4.0 SCOPE OF SERVICES

4.0.1 The City of San Antonio (CITY) is seeking offers for a contractor(s) to provide Honda and BMW Motorcycle parts, maintenance and repair services for 2019 and newer motorcycle models for the San Antonio Police Department (SAPD), in accordance with manufacturer recommendations and the specifications listed herein. This contract will be utilized by the SAPD's Motorcycle Traffic Patrol Unit to service motorcycles.

### 4.1 BACKGROUND

4.1.1 SAPD currently has 9 Honda Motorcycles and 19 BMW Motorcycles in their fleet. Motorcycles shall be serviced by certified repair technicians only and ensure no warranties are void due repairs being done. In City's sole discretion, the contract award may be made to two vendors, one to provide services for Honda Gold Wing Motorcycles and the other for BMW R125ORTs motorcycles. City intends to use this contract to provide services for motorcycles once existing warranties that provide the same services have lapsed. The current motorcycle fleet consists of the following:

MOTORCYCLE	YEAR	QUANTITY
Honda Gold Wing	2019	1
Honda Gold Wing	2020	2
Honda Gold Wing	2021	6
	<b>Total</b>	<b>9</b>
BMW - R125ORTs	2020	2
BMW - R125ORTs	2023	10
BMW - R125ORTs	2024	7
	<b>Total</b>	<b>19</b>

### 4.2 STANDARD REQUIREMENTS

4.2.1 All parts supplied shall be new and unused.

4.2.2 Bids for parts exceeding the suggested OEM retail price will be rejected.

4.2.3 Contractor shall maintain a stock level of parts which, within the industry, are considered to be fast moving, normal wear items for which three (3) demands have occurred within the most recent 180-day period.

4.2.4 COMPLETION OF WORK: Upon notification to the SAPD by the vendor that maintenance or repairs have been completed, documentation of labor and parts replaced shall be available for inspection by the SAPD. Final invoices must be submitted no later than (5) working days after the inspection.

4.2.5 REPLACED PARTS: All parts which are replaced during maintenance or repair service and which are billable shall be available for inspection by SAPD. SAPD will pick up such parts once notified that vendor has completed the services.

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

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

4.2.7 All costs associated with shop supplies, environmental fees, or any other expenses incurred in fulfilling this contract, shall be included in the price offered.

4.2.8 The preferred service facilities shall be located within Bexar County.

4.2.9 REFERENCES: Vendor shall provide a minimum of 3 references including: Entity name, address, phone number, email, years of service, and value of contract.

#### **4.3 GENERAL CONDITIONS**

4.3.1 Contractor shall service and repair 2019 and newer Honda Motorcycles and /or 2020 and newer BMW motorcycles.

4.3.2 Contractor shall have all equipment necessary to return motorcycles to the San Antonio Police Department during normal working hours. Monday through Friday 7:30 AM - 4:30 PM

4.3.3 All motorcycles undergoing scheduled service will require priority to prevent unnecessary delay in return to SAPD control.

4.3.4 REPAIR ESTIMATES (if required):

Estimates by an independent state registered appraiser, approved by the SAPD, shall be required in writing

for motorcycles with damage exceeding \$1000.00 Estimates on motorcycles with less than \$1,000.00 damage may be made by the contractor in writing and shall be approved by SAPD in writing prior to start of repairs. Reference section 4.3.6 below.

4.3.5 MANUFACTURER'S WARRANTY FLAT RATE SCHEDULE: The labor hours invoiced to the SAPD shall be based on the current Manufacturer's Warranty Flat Rate Schedule. Invoicing for these repairs shall not exceed those estimates. Contractor shall submit a copy of the manufacturer's flat rate schedule(s) upon award.

4.3.6 WARRANTY - In addition to the warranty requirements stated in the General Terms and Conditions section of this RFO, Vendor shall provide a warranty against defects in materials and workmanship for all parts supplied hereunder, or the manufacturer's warranty if greater. Contractor shall be responsible for coordinating any repairs covered under the manufacturer's warranty and performing work in compliance with the warranty terms.

4.3.7 Vendor shall replace all parts found to be defective at no cost to City during this warranty period, including shipping, and transportation.

4.3.8 All repairs must have prior written email authorization from the San Antonio Police Department Fleet Management Division. Contact: Fleet Supervisor San Antonio Police Department, at (210) 207-7514 for instructions. Reference section 4.3.4.

4.3.9 Contractor shall assume full responsibility for any motorcycle(s) belonging to SAPD while in their possession and secure motorcycle(s) at all times.

#### **4.4 MAINTENANCE REQUIREMENTS – FOR HONDA GOLD WING MOTORCYCLES**

4.4.1 Maintenance requirements shall include all manufacturers' recommended service points listed as follows:

4.4.2 Motorcycles require the first oil change at 800 miles.

4.4.3 PERIODIC MAINTENANCE to include emission control system, and general maintenance/lubrication, defined by categories below.

4.4.4 CATEGORY I: PERFORMED EVERY 4,000 MILES.

Includes all manufacturers' recommended service points (excluding spark plug replacement) and as follows:

- ☐ Change engine oil & filter
- ☐ Check crankcase breather, brake & clutch system, nuts, bolts & fasteners, wheels, tires & lighting
- ☐ Change final drive oil
- ☐ Adjust cables.
- ☐ Lube all pivot points

4.4.5 CATEGORY II: PERFORMED EVERY 8,000 MILES.

- ☐ Includes CATEGORY I and spark plug replacement.
- ☐ Change engine oil & filter
- ☐ Check crank case breather, brake & clutch system, nuts, bolts & fasteners, wheels, tires & lighting
- ☐ Change final drive oil
- ☐ Lube all pivot points.

4.4.6 CATEGORY III: PERFORMED EVERY 12,000 MILES.

Includes all manufacturers' recommended service points at 12,000 miles or less and as follows:

- ☐ Change engine oil & filter
- ☐ Change air filter and coolant
- ☐ Check crankcase breather, brake & clutch system, nuts, bolts & fasteners, wheels, tires & lighting
- ☐ Change final drive oil, brake & clutch fluid
- ☐ Lube all pivot points.

4.4.7 CATEGORY IV: PERFORMED EVERY 32,000 MILES.

Includes all manufacturers' recommended service points at 32,000 miles and as follows:

- ☐ Inspect & adjust valves
- ☐ Change engine oil & filter
- ☐ Change spark plugs
- ☐ Check crankcase breather, brake & clutch system, nuts, bolts & fasteners, wheels, tires & lighting, and steering head bearings
- ☐ Change final drive oil
- ☐ Lube all pivot points

4.4.8 TIRES & BATTERY REPLACEMENT

Tires and batteries shall be checked at every scheduled maintenance, Category I, II, III, and IV and replaced if needed. Motorcycles shall require as needed tire removal, install, balancing, and battery replacement. Tires and batteries shall be replaced with new OEM tires / batteries. The contractor shall be responsible for the disposal of batteries tires and all associated costs.

#### **4.5 MAINTENANCE REQUIREMENTS – FOR BMW MOTORCYCLES**

4.5.1 Maintenance requirements shall include all manufacturers' recommended service points listed as follows:

4.5.2 Motorcycles require the first oil change at 600 miles.

4.5.3 PERIODIC MAINTENANCE to include emission control system, and general maintenance/lubrication, defined by categories below.

4.5.4 CATEGORY I: PERFORMED EVERY 6,000 MILES. Includes all manufacturer's recommended service points (excluding spark plug replacement) and as follows:

- ☐ Change engine oil & filter
- ☐ Check crankcase breather, brake & clutch system, nuts, bolts & fasteners, wheels, tires & lighting
- ☐ Change final drive oil
- ☐ Adjust cables.
- ☐ Lube all pivot points

4.5.5 CATEGORY II: PERFORMED EVERY 12,000 miles.

- ☐ Includes CATEGORY I and spark plug replacement.
- ☐ Change engine oil & filter
- ☐ Check crank case breather, brake & clutch system, nuts, bolts & fasteners, wheels, tires & lighting
- ☐ Change final drive oil
- ☐ Lube all pivot points.

4.5.6 CATEGORY III: PERFORMED EVERY 18,000 MILES. Includes all manufacturers' recommended service points at 24,600 miles or less and as follows:

- ☐ Change engine oil & filter
- ☐ Change air filter and coolant
- ☐ Check crankcase breather, brake & clutch system, nuts, bolts & fasteners, wheels, tires & lighting
- ☐ Change final drive oil, brake & clutch fluid,
- ☐ Lube all pivot points.

4.5.7 CATEGORY IV: PERFORMED EVERY 36,000 MILES.

Includes all manufacturers' recommended service points at 36,000 miles and as follows:

- ☐ Inspect & adjust valves
- ☐ Change engine oil & filter
- ☐ Change spark plugs
- ☐ Check crankcase breather, brake & clutch system, nuts, bolts & fasteners, wheels, tires & lighting, and steering head bearings
- ☐ Change final drive oil
- ☐ Lube all pivot points

4.5.8 TIRES & BATTERY REPLACEMENT

Tires and batteries shall be checked at every scheduled maintenance, Category I, II, III, and IV and replaced if needed. Motorcycles shall require as needed tire removal, install, balancing, and battery replacement. Tires and batteries shall be replaced with new OEM tires / batteries. The contractor shall be responsible for the disposal of batteries tires and all associated costs.

#### **4.6 INVOICES**

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

- ☐ Vehicle unit number
- ☐ Vehicle identification number serviced
- ☐ Detailed list of work performed.

- ☐ Officers Signature
- ☐ Invoices shall include the applicable awarded contract number
- ☐ Price(s)
- ☐ Invoices submitted shall not include non-contracted items.
- ☐ Vendor shall follow all requirements pertaining to proper invoicing herein. See additional invoice requirements in Section 006 – General Terms and Conditions, Information Required On Invoice.

## **005 - SUPPLEMENTAL TERMS & CONDITIONS**

### **Original Contract Term.**

This contract shall begin upon the effective date of the ordinance awarding the contract, or date specified in the award letter if this contract does not exceed \$50,000.00. This contract shall terminate on March 31, 2029.

### **Renewals.**

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

### **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 price list is published by the manufacturer for industry wide use. If Vendor's price list 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.

It is agreed that any price list provided other than one compiled from 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, of not less than 60 days, stipulating in detail the changes of a price list must be furnished by the Vendor 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.

Producer Price Index (PPI) Price Adjustment Clause.

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

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

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

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

PPI Index for Price Adjustment. The U.S. Department of Labor, Bureau of Labor Statistics ("BLS") Producers Price Index ("PPI") for Printing and related support activities, Series ID# PCU PCU336991336991 not seasonally adjusted, shall be used by the Parties to calculate changes in price. If this index is discontinued, the Parties shall use the next, higher level series of this index that is available. If no higher level series of said index is available, the Parties shall negotiate a successor index. If the BLS changes the title of this index or recodes the index, it is considered the same series and requires no change by the Parties.

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

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

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

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

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

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



Proven equals adjusted price

\$1,050.00

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

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

Warranty.

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

Force Majeure.

Should performance of any obligation created under this Agreement become illegal or impossible by reason of fire, flood, storm, epidemic, pandemic, or other national or regional emergency, act of God, governmental authority, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or any other cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected, then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides reasonable notice of the event of force majeure and exercises all reasonable diligence to remove the cause of force majeure.

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.**

Catalog Discount Pricing.

It is agreed that any published price list(s) may be superseded or replaced during the contract period only if such price list is published by the manufacturer for industry wide use. If Vendor's price list 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.

It is agreed that any price list provided other than one compiled from 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, of not less than 60 days, stipulating in detail the changes of a price list must be furnished by the Vendor 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.

#### Insurance.

Prior to the commencement of services and delivery of parts under this Agreement, CONTRACTOR must provide a completed Certificate(s) of Insurance to CITY's San Antonio Police Department (SAPD). 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 San Antonio Fire Department. 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 RFO, 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	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella Liability Coverage

4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
*5.Products liability	\$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella Liability Coverage.
*6. 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: San Antonio Police Department  
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 – Veteran-Owned Small Business Preference Program Tracking Form

Attachment D – Certificate of Interested Parties (Form 1295)

Attachment E – Working with COSA

## 006 - GENERAL TERMS & CONDITIONS

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

### Delivery of Goods/Services.

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

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

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

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

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

### Invoicing and Payment.

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**

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

Payment by City.

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

This provision shall not apply where there is a bona fide dispute between City and 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, CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAY SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

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

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

Termination.

Termination-Breach. Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this

contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to the Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

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

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

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

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

## **INDEMNIFICATION.**

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

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

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

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

## **Records Retention.**

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



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

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

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 offer 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 an Offer, Offeror warrants and certifies, and a contract awarded pursuant to this RFO is made in reliance thereon, that it, has not knowingly or intentionally failed to comply with this subchapter in a previous offer or contract. City hereby relies on Vendor's certification, and if found to be false, City may reject the offer 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.

**State Prohibitions on Contracts:**

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

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

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

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

007 - SIGNATURE PAGE

By submitting an offer, Offeror represents that:

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

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

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

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

Complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your offer.

Offeror Information:

Please Print or Type:

Vendor ID No.: 10092373  
Signer's Name: Hal Hebert  
Name of Business: Jimenez Motorsports, LLC dba BMW Motorcycles of San Antonio  
Street Address: 9929 Broadway  
City, State, Zip Code: San Antonio, TX 78217  
Email Address: hal@bmwmcsat.com  
Telephone No.: (210) 828-5513  
Fax No.: NA  
City's Solicitation No.: 6100018551 AC for SAPD Motorcycles Parts and Services

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

## 008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

Director - the Director of City's Finance Department, Purchasing Division, or Director's designee.

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

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

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

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

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

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

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

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

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

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

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

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

## 009 – ATTACHMENTS

### ATTACHMENT A – PRICE SCHEDULE

Vendor shall provide a parts price list which, along with the discount quoted on the price schedule, will be used to purchase a full range of items. The items specified below are some of the most commonly replaced items.

**All bid prices shall be rounded to two decimal places. Please leave no lines blank that request information. If no bid write No Bid.**

#### ITEM 1: HONDA GOLD WING MOTORCYCLE PARTS

A.	Percent of discount offered	<u>No Bid</u> %
B.	Product Identification (Manufacturer)	<u>No Bid</u>
C.	Type of price schedule (dealer, jobber, etc.)	<u>No Bid</u>
D.	Price Schedule Number	<u>No Bid</u>
E.	Date of Price Schedule	<u>No Bid</u>
F.	Price schedule column on which discount is based (i.e., distributor, net, wholesale, etc.)	<u>No Bid</u>
G.	Warranty	<u>No Bid</u>

## ATTACHMENT A - PRICE SCHEDULE

### ITEM 2: HONDA GOLD WING MOTORCYCLE SPECIFIED ITEMS

ITEM #	DESCRIPTION/ PART NUMBER	ESTIMATED ANNUAL QUANTITY (A)	PART NAME AND NUMBER	MANUFACTURER NAME	NET UNIT PRICE (B)	EXTENDED PRICE (QUANTITY X NET UNIT PRICE (A X B))
2.1	Brake Pad Sets 06435- MCA-016 ; Honda	20 EACH			\$ No Bid	\$
2.2	Brake Pad Sets 06455- MCA-016; Honda	20 EACH			\$ No Bid	\$
2.3	Disk Brakes 43250- MCA-013; Honda	5 EACH			\$ No Bid	\$
2.4	Valve Stems 292299; Tucker Rocky	1 PKG (pack of 6)			\$ No Bid	\$
2.5	Headlight Bulbs 34901-MAT- 611; Honda	10 EACH			\$ No Bid	\$
2.6	Sensors 39411- MCA-R32; Honda	5 EACH			\$ No Bid	\$
2.7	Switch Assembly 35200-MCA-S81; Honda	5 EACH			\$ No Bid	\$
2.8	Grommet Set 417410; Tucker Rocky	3 EACH			\$ No Bid	\$
2.9	Rubber, Maid Step 50661-MCA-305; Honda	5 EACH			\$ No Bid	\$



**ATTACHMENT A - PRICE SCHEDULE**

2.10	Seals, Windshield 64121-MCA-000 Honda	5 EACH			\$ No Bid	\$
2.11	Seal Set 51490- MCA-A61; Honda	5 EACH			\$ No Bid	\$
2.12	Fluid 08208-0010; Honda	5 EACH			\$ No Bid	\$
					<b>TOTAL (Lines 2.1- 2.12)</b>	\$ No Bid

**ITEM 3: PERIODIC MAINTENANCE COST PER SERVICE TYPE – For Honda Gold Wing Motorcycles**

ITEM #	SERVICE CATEGORIES	ESTIMATED ANNUAL QUANTITY (A)	NET UNIT PRICE (B) (YEAR 1 TO 3)	EXTENDED PRICE (QUANTITY X NET UNIT PRICE) (A X B)
3.1	Category I Maintenance Schedule	25 EACH	\$	\$ No Bid
3.2	Category II Maintenance Schedule	20 EACH	\$	\$ No Bid
3.3	Category III Maintenance Schedule	20 EACH	\$	\$ No Bid
3.4	Category IV Maintenance Schedule	5 EACH	\$	\$ No Bid
3.5	New Front Tire (Removal-Install- Balance)	20 EACH	\$	\$ No Bid
3.6	New Rear Tire (Removal-Install- Balance)	35 EACH	\$	\$ No Bid
3.7	Battery Replacement	10 EACH	\$	\$ No Bid
3.8	Labor rate for repair service	120 HOURS	\$	\$ No Bid
<b>TOTAL (Lines 3.1- 3.8)</b>				\$ No Bid

## ATTACHMENT A - PRICE SCHEDULE

### Please provide or complete the following:

HONDA GOLD WING

- 1) Warranty on Labor: \_\_\_\_\_ No Bid \_\_\_\_\_ in months/years  
2) Warranty for Specified Parts: \_\_\_\_\_ No Bid \_\_\_\_\_ in months/years)  
3) Are you a Honda Certified Service provider? Yes \_\_\_\_\_ No \_\_\_\_\_ No Bid  
4) Deliveries will be made within 7 calendar days after receipt of order. Yes \_\_\_\_\_ No \_\_\_\_\_ No Bid

### ITEM 4: BMW R1250ORTs MOTORCYCLE PARTS

A.	Percent of discount offered	0 _____ %
B.	Product Identification (Manufacturer)	BMW and Michelin (Tires only) _____
C.	Type of price schedule (dealer, jobber, etc.)	Manufacturer _____
D.	Price Schedule Number	NA _____
E.	Date of Price Schedule	12/18/24 _____
F.	Price schedule column on which discount is based (i.e., distributor, net, wholesale, etc.)	Net Unit Price _____
G.	Warranty	Two Years _____

## ATTACHMENT A - PRICE SCHEDULE

### ITEM 5: BMW R1250ORTs MOTORCYCLE SPECIFIED ITEMS

ITEM #	DESCRIPTION/ PART NUMBER	ESTIMATED ANNUAL QUANTITY (A)	PART NAME AND NUMBER	MANUFACTURER NAME	NET UNIT PRICE (B)	EXTENDED PRICE (QUANTITY X NET UNIT PRICE (A X B))
5.1	Brake Pads Front (Sets) 34 18 405 104 BMW	20 SET	See attached sheet for part names & numbers	BMW	\$ 95.44	\$ 1,908.80
5.2	Brake Pads Rear (Sets) 06455- MCA-016; BMW	20 SET	See attached sheet for part names & numbers	BMW	\$ 107.96	\$ 2,159.20
5.3	Disk Brakes front with rivet 34 118 526 566 BMW	5 EACH	See attached sheet for part names & numbers	BMW	\$ 418.73	\$ 2,093.65
5.4	Rubber Valve Stems – Incorporated in TPM BMW	1 PKG (pack of 6)	See attached sheet for part names & numbers	BMW	\$ NA	\$ NA
5.5	Headlight Bulbs 63 217 160 780; BMW	5 EACH	See attached sheet for part names & numbers	BMW	\$ 15.66	\$ 78.30
5.6	TPM Sensors with valve stem; 36 318 532 731 BMW	5 EACH	See attached sheet for part names & numbers	BMW	\$ 25.42	\$ 127.10
5.7	Turn Signal Switch Assembly (Left Multifunction Switch); 61 318 388 631 BMW	5 EACH	See attached sheet for part names & numbers	BMW	\$ 675.19	\$ 3,375.95
5.8	Rubber Foot Peg; 46 718 544 723; BMW	5 EACH	See attached sheet for part names & numbers	BMW	\$ 27.76	\$ 138.80
5.9	Front Fork Seal Set; one per fork 31 42 8 532 723 BMW	5 SET	See attached sheet for part names & numbers	BMW	\$ 76.65	\$ 383.25
5.10	Fork Oil 10W 31 42 9067 158 BMW	5 EACH	See attached sheet for part names & numbers	BMW	\$ 23.13	\$ 115.65

	<b>TOTAL</b> <b>(Lines 5.1- 5.10)</b>	\$ 10,380.70
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**Attachment A: Price Schedule Item 5: BMW R1250RT's Motorcycle Specified Items**

Item #	Description / Part Number	Estimated Annual Quantity (A)	Manufacturer Part Name & Number (adjusted to current part numbers)		Manufacturer Name	NET UNIT PRICE (B)	EXTENDED PRICE (AxB)
5.1	Brake Pads Front - 34 11 8 405 104	20	34 11 8 405 104	Set of Brake Pads Front	BMW	95.44	1,908.80
5.2	Brake Pads Rear - 06455-MCA-016	20	34 21 8 562 163	Set of Brake Pads Sintered Metal	BMW	107.96	2,159.20
5.3	Brake Discs (front) w/Rivet - 34 11 8 526 566	5	34 11 8 526 566	Brake Rotor with Rivet	BMW	418.73	2,093.65
5.4	Rubber Valve Stems (No part No.)	NA	incorporated in TPM	NA	BMW	-	
5.5	Headlight Bulbs - 63 21 7 160 780	5	63 21 7 160 780	Bulb	BMW	15.66	78.30
5.6	TPM Sensors w/ Valve Stem - 36 31 8 532 731	5	71 21 7 698 971	Sensor with Valve	BMW	25.42	127.10
5.7	Turn Signal Switch Assy (Left Multifunction Switch) - 61 31 8 388 631	5	61 31 9 829 387	Combination Switch Left (LIN Bus)	BMW	675.19	3,375.95
5.8	Rubber Foot Peg - 46 71 8 544 486	5	46 71 8 544 486	Footrest Rubber	BMW	27.76	138.80
5.9	Front Fork Seal (one per fork) Set - 31 42 8 532 723	5	31 42 8 532 723	Set of Sealing Elements	BMW	76.65	383.25
5.10	Fork Oil 10W - 31 42 9 062 158	5	31 42 9 062 158	Telescopic Fork Oil Type 1	BMW	23.13	115.65
	<b>Total</b>					-	<b>10,380.70</b>
	<b>Tire (not sold by BMW); Supplied by Parts Unlimited</b>						
	Michelin Front 120/70 ZR17	35	0301-0502	Michelin Road 4: 120/70 ZR17	Michelin	219.95	7,698.25
	Michelin Rear 180/55 ZR17	35	0302-0846	Michelin Road 4: 180/55 ZR17	Michelin	278.95	9,763.25



## Parts Availability and Inventory Inquiry

**Part Number:** 31 42 8 532 723 **Description:** Set of sealing elements

**Product Class:** 18 **Coded Part (Y/N):** N

**Natl Qty Avail:** 456

**CDC Quantity:** 656

**ConDC Quantity:** N/A

**CDC Est. Date:**

**Car Tool Part Nbr:**

Pricing Information (USD )	SRC Name	Quantity	Est Avail Date	SRC Freeze	Natl Freeze	Ordering Information
Sugg Retail:	76.65	STOCKTON	435	N	N	Superceded Part (Y/N): N
Dealer Price:	50.59	NAZARETH	21	N	N	Part Status:
RP deposit price:	0.00	REDLANDS	0	N	N	Part Type : 1
Rounding:	0	JACKSONVILLE	0	N	N	Product Hierarchy : T99D00TT
Min Order Qty:	0	DALLAS	0	N	N	Returnable Ind (Y/N): Y
		MINOOKA	0	N	N	On Order: Y
						In Transit Air/Sea: N/Y

**Part Number:** 31 42 9 062 158 **Description:** Telescopic fork oil type 1

**Product Class:** 20 **Coded Part (Y/N):** N

**Natl Qty Avail:** 0

**CDC Quantity:** 808

**ConDC Quantity:** N/A

**CDC Est. Date:**

**Car Tool Part Nbr:**

Pricing Information (USD )	SRC Name	Quantity	Est Avail Date	SRC Freeze	Natl Freeze	Ordering Information
Sugg Retail:	23.13	STOCKTON	0	N	N	Superceded Part (Y/N): Y
Dealer Price:	16.19	NAZARETH	0	N	N	Part Status:
RP deposit price:	0.00	REDLANDS	0	N	N	Part Type : 9
Rounding:	1	JACKSONVILLE	0	N	N	Product Hierarchy : VC1D00
Min Order Qty:	0	DALLAS	0	N	N	Returnable Ind (Y/N): N
		MINOOKA	0	N	N	On Order: N
						In Transit Air/Sea: N/N

**Part Number:** 34 11 8 405 104 **Description:** Set of brake pads front

**Product Class:** 18 **Coded Part (Y/N):** N

**Natl Qty Avail:** 12

**CDC Quantity:** N/A

**ConDC Quantity:** 430

**CDC Est. Date:**

**Car Tool Part Nbr:**

Pricing Information (USD )	SRC Name	Quantity	Est Avail Date	SRC Freeze	Natl Freeze	Ordering Information
Sugg Retail:	95.44	STOCKTON	12	N	N	Superceded Part (Y/N): N
Dealer Price:	55.36	NAZARETH	0	N	N	Part Status:
RP deposit price:	0.00	REDLANDS	0	N	N	Part Type : 1
Rounding:	0	JACKSONVILLE	0	N	N	Product Hierarchy : T340A0
Min Order Qty:	0	DALLAS	0	N	N	Returnable Ind (Y/N): Y
		MINOOKA	0	N	N	On Order: N
						In Transit Air/Sea: N/N

**Part Number:** 34 11 8 526 566 **Description:** Brake rotor with rivet

**Product Class:** 18 **Coded Part (Y/N):** N

**Natl Qty Avail:** 34

**CDC Quantity:** 839

**ConDC Quantity:** N/A

**CDC Est. Date:**

**Car Tool Part Nbr:**

Pricing Information (USD )	SRC Name	Quantity	Est Avail Date	SRC Freeze	Natl Freeze	Ordering Information
Sugg Retail:	418.73	STOCKTON	27	N	N	Superceded Part (Y/N): N
Dealer Price:	242.86	NAZARETH	7	N	N	Part Status:
RP deposit price:	0.00	REDLANDS	0	N	N	Part Type : 1
Rounding:	0	JACKSONVILLE	0	N	N	Product Hierarchy : T340D0
Min Order Qty:	0	DALLAS	0	N	N	Returnable Ind (Y/N): Y
		MINOOKA	0	N	N	On Order: N
						In Transit Air/Sea: N/N

**Part Number:** 34 21 8 562 163 **Description:** Set of brake pads, sintered metal **Product Class:** 18 **Coded Part (Y/N):** N

**Natl Qty Avail:** 0

**CDC Quantity:** 26645

**ConDC Quantity:** N/A

**CDC Est. Date:**

**Car Tool Part Nbr:**

Pricing Information (USD )	SRC Name	Quantity	Est Avail Date	SRC Freeze	Natl Freeze	Ordering Information
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Sugg Retail:	107.96	STOCKTON	0	12/20/2024	N	N	Superceded Part (Y/N): Y
Dealer Price:	62.62	NAZARETH	0	12/30/2024	N	N	Part Status:
RP deposit price:	0.00	REDLANDS	0		N	N	Part Type : 1
Rounding:	0	JACKSONVILLE	0		N	N	Product Hierarchy : T340A0
Min Order Qty:	0	DALLAS	0		N	N	Returnable Ind (Y/N): Y
		MINOOKA	0		N	N	On Order: Y
							In Transit Air/Sea: Y/Y

**Part Number:** 46 71 8 544 486 **Description:** Footrest rubber**Product Class:** 18 **Coded Part (Y/N):** N**Natl Qty Avail:** 140**CDC Quantity:** 357**ConDC Quantity:** N/A**CDC Est. Date:****Car Tool Part Nbr:**

<b>Pricing Information (USD )</b>		<b>SRC Name</b>	<b>Quantity</b>	<b>Est Avail Date</b>	<b>SRC Freeze</b>	<b>Natl Freeze</b>	<b>Ordering Information</b>
Sugg Retail:	27.76	STOCKTON	110		N	N	Superceded Part (Y/N): N
Dealer Price:	21.65	NAZARETH	30		N	N	Part Status:
RP deposit price:	0.00	REDLANDS	0		N	N	Part Type : 1
Rounding:	0	JACKSONVILLE	0		N	N	Product Hierarchy : T467A0
Min Order Qty:	0	DALLAS	0		N	N	Returnable Ind (Y/N): Y
		MINOOKA	0		N	N	On Order: Y
							In Transit Air/Sea: N/Y

**Part Number:** 61 31 9 829 387 **Description:** Combination switch left**Product Class:** 18 **Coded Part (Y/N):** N**Natl Qty Avail:** 7**CDC Quantity:** 11**ConDC Quantity:** N/A**CDC Est. Date:****Car Tool Part Nbr:**

<b>Pricing Information (USD )</b>		<b>SRC Name</b>	<b>Quantity</b>	<b>Est Avail Date</b>	<b>SRC Freeze</b>	<b>Natl Freeze</b>	<b>Ordering Information</b>
Sugg Retail:	675.19	STOCKTON	5		N	N	Superceded Part (Y/N): N
Dealer Price:	459.13	NAZARETH	2		N	N	Part Status:
RP deposit price:	0.00	REDLANDS	0		N	N	Part Type : 1
Rounding:	0	JACKSONVILLE	0		N	N	Product Hierarchy : T61310B
Min Order Qty:	0	DALLAS	0		N	N	Returnable Ind (Y/N): Y
		MINOOKA	0		N	N	On Order: N
							In Transit Air/Sea: N/N

**Part Number:** 63 21 7 160 780 **Description:** BULB**Product Class:** 59 **Coded Part (Y/N):** N**Natl Qty Avail:** 1112**CDC Quantity:** 7114**ConDC Quantity:** N/A**CDC Est. Date:****Car Tool Part Nbr:**

<b>Pricing Information (USD )</b>		<b>SRC Name</b>	<b>Quantity</b>	<b>Est Avail Date</b>	<b>SRC Freeze</b>	<b>Natl Freeze</b>	<b>Ordering Information</b>
Sugg Retail:	15.66	STOCKTON	496		N	N	Superceded Part (Y/N): Y
Dealer Price:	7.83	NAZARETH	150		N	N	Part Status:
RP deposit price:	0.00	REDLANDS	107		N	N	Part Type : 1
Rounding:	0	JACKSONVILLE	87		N	N	Product Hierarchy : 074000
Min Order Qty:	0	DALLAS	31		N	N	Returnable Ind (Y/N): Y
		MINOOKA	241		N	N	On Order: Y
							In Transit Air/Sea: N/Y

**Part Number:** 71 21 7 698 971 **Description:** sign "TPC" tire pressure control**Product Class:** 17 **Coded Part (Y/N):** N**Natl Qty Avail:** 78**CDC Quantity:** 165**ConDC Quantity:** N/A**CDC Est. Date:****Car Tool Part Nbr:**

<b>Pricing Information (USD )</b>		<b>SRC Name</b>	<b>Quantity</b>	<b>Est Avail Date</b>	<b>SRC Freeze</b>	<b>Natl Freeze</b>	<b>Ordering Information</b>
Sugg Retail:	25.42	STOCKTON	54		N	N	Superceded Part (Y/N): N
Dealer Price:	18.81	NAZARETH	24		N	N	Part Status:
RP deposit price:	0.00	REDLANDS	0		N	N	Part Type : 1
Rounding:	0	JACKSONVILLE	0		N	N	Product Hierarchy : T51140
Min Order Qty:	0	DALLAS	0		N	N	Returnable Ind (Y/N): N
		MINOOKA	0		N	N	On Order: N
							In Transit Air/Sea: N/N



SHIP TO:  
BMW M/C OF SAN ANTONIO  
9929 BROADWAY  
SAN ANTONIO, TX 78217-4906

PO #  
121724165a  
DEALER  
BMW111  
CONTACT  
Jerry Pascal  
ORDER NAME  
sagd

ALLOW BACKORDERS  
true  
HOLD ORDER  
false  
ORDER TYPE  
REGULAR

ITEM NO.	PART NUMBER	QUANTITY	DESCRIPTION	BRAND	WEIGHT (LBS.)	UM	COMMENT	SUGGESTED RETAIL	DEALER PRICE	DEALER TOTAL PRICE
2	0302-0846	1	Tire - Pilot Road 4 - Rear - 180/55ZR17 - (73W)	MICHELIN	13.6	Each		\$278.95	\$196.24	\$196.24
Ⓢ Expected Date: 12/31/2024 ⚠ 1 unit will be backordered ⚠ Out of stock										
1	0301-0502	1	Tire - Pilot Road 4 - Front - 120/70ZR17 - (58W)	MICHELIN	9.2	Each		\$219.95	\$154.97	\$154.97
Order Dealer Merchandise Total									\$351.21	

Parts Unlimited  
Michelin Tires



## ATTACHMENT A - PRICE SCHEDULE

### ITEM 6: PERIODIC MAINTENANCE COST PER SERVICE TYPE – For BMW Motorcycles

ITEM #	SERVICE CATEGORIES	ESTIMATED ANNUAL QUANTITY (A)	NET UNIT PRICE (B) (YEAR 1 TO 3)	EXTENDED PRICE (QUANTITY X NET UNIT PRICE) (A X B)
6.1	Category I Maintenance Schedule	25 EACH	\$ 258.12	\$ 6,453.00
6.2	Category II Maintenance Schedule	20 EACH	\$ 820.36	\$ 16,407.20
6.3	Category III Maintenance Schedule	20 EACH	\$ 258.12	\$ 5,162.40
6.4	Category IV Maintenance Schedule	5 EACH	\$ 820.36	\$ 4,101.80
6.5	New Front Tire (Removal-Install-Balance)	35 EACH	\$ 334.53	\$ 11,708.55
6.6	New Rear Tire (Removal-Install-Balance)	35 EACH	\$ 410.55	\$ 14,369.25
6.7	Battery Replacement	20 EACH	\$ 188.72	\$ 3,774.40
6.8	Labor rate for repair service	120 HOURS	\$ 145.00	\$ 17,400.00
<b>TOTAL (Lines 6.1- 6.8)</b>				<b>\$ 79,376.60</b>

**Please provide or complete the following:**

BMW R1250ORTs

- 1) Warranty on Labor: Two Years in months/years
- 2) Warranty for Specified Parts: Two Years in months/years)
- 3) Deliveries will be made within 7 calendar days after receipt of order. Yes X No
- 4) Prompt Payment Discount: NA % NA days. Otherwise NET 30 Shall Apply

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

BMW Motorcycles of San Antonio

9929 Broadway

San Antonio, TX 78217

County: Bexar

## ATTACHMENT A - PRICE SCHEDULE

### Business Hours and servicing location(s)

Days and Hours of Operation Tues. through Fri. Time: 10:00 AM to 6:00 PM

Weekends (if applicable) Sat. through Sat. Time: 10:00 AM to 4:00 PM

### 7) VENDOR'S SERVICE COORDINATOR:

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

ACCOUNT REPRESENTATIVE CONTACT INFORMATION Vendor shall list the account representative information servicing the City's account if awarded this contract. Name:

Hal Hebert Title:  
General Manager Phone:  
(210) 828-5513 Fax:  Email:  
hal@bmwmcsat.com

ORDER PLACEMENT INFORMATION Vendor shall list the preferred service contact method and contact information. Services shall be coordinated via: (check all that apply) Phone: ☒ X

NA Email: ☒ X Name:  Fa  
X: NA Email: ☒ X Name:   
Hal Hebert Title:  
General Manager Phone:  
Service & Parts Phone: (210) 828-5513 Fax: NA Email:  
hal@bmwmcsat.com

## **ATTACHMENT B**

### **LOCAL PREFERENCE PROGRAM ORDINANCE**

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

In accordance with Chapter 271, Texas Local Government Code, the City adopted a policy, known as the Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII.

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

All bidders are required to complete and submit the Local Preference Identification form, regardless of the location of their business.

#### **ATTACHMENT – B.1**

#### **LOCAL PREFERENCE PROGRAM, (LPP) IDENTIFICATION FORM**

**All Vendors must complete and sign this form.**

(Posted as separate document)

## **ATTACHMENT C**

### **VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) ORDINANCE**

Veteran-Owned Small Business Preference Program (VOSBPP) Ordinance

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

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

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

## **ATTACHMENT C.1**

### **VETERAN OWNED SMALL BUSINESS PROGRAM (VOSBPP) TRACKING FORM**

**All Vendors must complete and sign this form.**

(Posted as a separate document document)

**ATTACHMENT D: CERTIFICATE OF INTERESTED PARTIES (1295)**

All vendors must complete and sign this document. (Posted as a separate document document)



# CITY OF SAN ANTONIO

## *Working with COSA -----Keys to faster payments*

Welcome to doing business with the City of San Antonio (COSA)! We appreciate our suppliers and vendors and offer the following guidelines to ensure we are in the best position to process your payments quickly and timely:

- ❖ COSA works on a Purchase Order (PO) system. It is the vendor's responsibility to obtain a valid Purchase Order from the ordering department each time an order is placed.
  - The PO number is required to be included on all invoices and should be included on shipping documents where possible.
  - City PO numbers begin with "45" or "80" and are 10 digits in length.
  - Invoices received without a valid PO number are subject to return for correct billing.
  - Payment date is determined from the later of: date of receipt of goods/service or the date of receipt of a valid invoice by the City plus the number of days/ payment terms agreed to in the contract.
  - PO's are issued for a specific quantity and/or dollar value. Vendors should fill orders up to that amount and have a method of tracking when the PO value has been met. When the PO is complete, the vendor should contact the ordering City Department for a new PO number before further goods or services are provided.
  - Please ensure your invoice billing is in the same quantity and net price values as the bid. The PO will be set up per the contract and the invoicing must match the detail on the PO.
- ❖ It is our policy to not make manual corrections to invoices. Most City contracts do not allow miscellaneous charges, delivery charges and other surcharges.
  - Credit memos will be accepted to offset pricing issues.
  - Other erroneous items included may result in rejection of the invoice and will require a new, correct invoice.
- ❖ Original invoices and monthly statements should be submitted directly to Accounts Payable: Please ensure you have rules in place in your system that will prevent unauthorized requests to change the billing address.

### ***By Mail:***

City of San Antonio  
Finance Department / Accounts Payable  
P.O. Box 839976  
San Antonio, TX 78283-3976

### ***By Delivery service:***

City of San Antonio  
Finance Department / Accounts Payable 100 W Houston  
St.  
San Antonio, TX 78205

***By Electronic submission:*** .pdf format is required. Please ensure each invoice is submitted as a separate file and each file name is a unique identifier (no file should have the same name as another file being submitted). Multiple files may be sent on one e-mail.

***Please note:*** 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. You may courtesy copy departmental personnel on the e-mail if requested.

- ❖ At a minimum, all invoices should include the following fields and information:
  - Vendor name, address and phone number
  - dba name (if applicable)
  - Remit address for payments (if applicable)
  - Ship to name, address and Department Name
  - Invoice number – ensure it is a unique number for each invoice
  - Invoice date
  - Purchase Order number
  - Payment terms including discounts or retainage terms
  - Line item detail for each item ordered including quantity, unit price, total
  - Total invoice amount

***\*\*To prevent FRAUD from occurring, please do not include Banking information on submitted invoices.\*\****

- ❖ Please ensure COSA receives a legible invoice, the original white or top copy, no colored paper please.
- ❖ The City is sales tax exempt. Please ensure your system is properly maintained to ensure sales tax is not included on your invoices. If you need a State of Texas Sales Tax exemption form, contact the ordering Department.
- ❖ Change of address or change of remittance address notifications should be submitted in writing to [vendors@sanantonio.gov](mailto:vendors@sanantonio.gov) or fax to (210) 207-7270 along with appropriate documentation. An updated W-9 showing the new address is required.
- ❖ Each COSA vendor is assigned to a specific AP Specialist, ready to answer your inquiries. For the contact's name, please call the Accounts Payable section's main phone number (210) 207-2064 and ask to be directed.

We thank you for taking the time to review this information and look forward to working with you.

***Finance Department  
City of San Antonio***