



CITY OF SAN ANTONIO
Finance Department, Purchasing Division

REQUEST FOR OFFER (“RFO”) NO.: 6100016793

SAPD DODGE CHARGER POLICE PURSUIT VEHICLES

Date Issued: APRIL 12, 2023

RESPONSES MUST BE RECEIVED **NO LATER** THAN:
10:00 AM, CENTRAL TIME, APRIL 17, 2023

Responses may be submitted by any of the following means:

Electronic submission through the Portal

Electronic submission by e-mail

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:

Jody De La Rosa

Procurement Specialist II

Email: jody.delarosa@sanantonio.gov

Phone Number: 210-207-0543

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

Submission of Offer's. ***Offer(s) maybe submitted through the Portal or by E-mail**

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.

Submission of Offers by Email. Submit one document by email to the Staff Contact Person, 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.

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 or CD ROM for offer(s) submitted on paper, or PDF file for offers submitted electronically.

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

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Chapter 46 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

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

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

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

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

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

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

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

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

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

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

004 - SPECIFICATIONS / SCOPE OF SERVICES

- 4.1 SCOPE:** The City of San Antonio is requesting an offer for the purchase of seven Dodge Charger Pursuit vehicles through The Interlocal Purchasing System (TIPS) Cooperative Program. These vehicles will be to be utilized by the City of San Antonio Police Department.
- 4.2 GENERAL CONDITIONS:** The following general conditions will apply to all items within this bid unless specifically excluded within any item.
- 4.2.1** City of San Antonio reserves the right to increase or decrease quantity of vehicles being purchased up to the manufacturer's production "cut-off" date for the particular item, depending on availability of funds. Prices may not be increased during this period; however, the City should benefit from any price decrease. Offeror is required to notify the City of all production "cut-off" dates necessary for order submission. Vehicles shall be year model 2023 or newer. Unless otherwise approved by the City, VEHICLES DELIVERED DURING A CALENDAR YEAR MUST BE THE MODEL YEAR VEHICLES FOR THAT CALENDAR YEAR OR NEWER. UNDER NO CIRCUMSTANCES SHALL VENDOR DELIVER MODEL YEAR VEHICLES FOR THE PRECEDING CALENDAR YEAR.
- 4.2.2** All components shall be installed new, unused, standard production model, and equipment shall be serviced in accordance with the manufacturer's recommended pre-delivery check list, ready for operation upon delivery, and shall include all manufacturers' standard equipment unless otherwise specified or replaced herein. Equipment offered under the below listed specifications are considered unacceptable if for any reason its long-term availability on the U.S. Market or in the local area is in doubt.
- 4.2.3 Warranty and Parts –** The maximum standard manufacturer's warranty on all components parts and service must be included. All components, parts, and service are required to provide, as a minimum, a 1-year unlimited mileage/hour warranty. All warranty times will start the date the vehicle is placed in service, not on the delivery date. The dealer will be notified by letter of the in-service date of each vehicle by serial number. Vendor will fully explain the warranty by attaching separate, authenticated correspondence or entering such information in the remarks section of this bid. Warranty, reliability, and replacement captive parts costs and availability shall be a consideration in award of this bid. Warranty parts and service must be available within a 50-mile radius of San Antonio City Hall and by a factory-authorized dealer identified on the Price Schedule page (NO EXCEPTIONS). All warranty repairs must be completed within 3 days from the date equipment is delivered to the vendor unless otherwise approved by the appropriate City of San Antonio maintenance superintendent. By submitting an offer, Vendor certifies that all repairs needed after the warranty period will be available within 50-mile radius of San Antonio City Hall.
- 4.2.4 Delivery:** All deliveries are to be made inside the City limits of San Antonio. Vendor must deliver vehicles to the following address:
- City of San Antonio,
Southeast Service Center,
Building 6, Gate 5
San Antonio, TX 78220
Attn: Acquisitions
- Delivery to a non-specified location will result in non-acceptance of the vehicles by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS. Vehicles will be accepted 8:00 A.M. to 3:00 P.M. CST. Vehicles with more than 100 miles accumulated on the odometer will not be accepted. All vehicles are required to have a full tank(s) when delivered to City specified location.
- 4.2.5 Literature and Equipment Manuals –** The supplier shall furnish (4) complete sets per vehicle type, of the following: Parts Manual, Maintenance Manual, Service Manual, Operators Manual, USB drive or access to on-line/real time for parts, maintenance service and operations per model of all equipment, accessories, and components. The supplier shall furnish (4) complete sets of detailed literature and specifications or access to on-line/real time literature and specifications of each vehicle type upon contract award.
- 4.2.6** The Manufacturer's Statement of Origin (MSO), Dealer Temporary license plates/tags, proper Invoice, signed 130U form are required upon delivery of each unit and are required before payment can be processed. Any of these missing items will delay the payment process.
- 4.2.7** All vehicles shall be equipped at the factory with air conditioning, Heater, defroster, maximum capacity engine cooling system offered by manufacturer, full headliner, minimum OEM AM/FM radio, power steering, power ABS

brakes, power windows, power door locks, power mirrors and manual tilt steering wheel. Each unit shall have a minimum of three (3) sets of keys unless, vehicle utilizes a push button ignition system then a minimum of three (3) keyless remotes (fobs) are required.

4.2.8 All units must be equipped with safety equipment as required by the Federal Government.

4.2.9 No dealership nameplates, markings or decals are permitted on the vehicles.

4.2.10 VEHICLE INSPECTION: The vendor shall have each vehicle properly inspected in compliance with Texas motor vehicle laws. Texas Inspection Certificate shall accompany the vehicle when delivered to the receiving entity of the City of San Antonio.

4.2.11 All units shall be equipped with safety equipment as required by the Federal Government and shall MEET ALL SAFETY STANDARDS AND REQUIREMENTS.

4.3	ITEM	QUANTITY	DESCRIPTION
	1	7 Each	Dodge Charger Pursuit

4.3.1 Wheelbase must be a minimum 120".

4.3.2 All vehicles must be keyed the same. Each unit shall have a **minimum three keyless remotes (fobs) and shall have a minimum of three (3) sets of keys.**

4.3.3 Dual Front Airbags and Driver/Passenger-Side Airbags

4.3.4 Windshield washer with multi-speed intermittent electric windshield wipers.

4.3.5 Equipped with left and right door arm rests.

4.3.6 Power windows and locks.

4.3.7 Tires must be 245/55R18 BSW TIRES and supplied with 18" wheel covers.

4.3.8 Shall be equipped with a dry type air cleaner.

4.3.9 Shall include a spin on type engine oil filter.

4.3.10 Factory installed tinted glass.

4.3.11 Drive train- Rear Wheel Drive, minimum 5 speed.

4.3.12 High performance gasoline driven minimum V-8, 5.7L Hemi engine, or latest production option.

4.3.13 Power steering - electric power assist

4.3.14 Heavy duty cloth bucket seats to accommodate full duty belt, and vinyl rear bench. The vehicle interior color is to be dark charcoal.

4.3.15 Instrument package to include water temperature, oil pressure, and volt or amp meter gauges.

4.3.16 Anti-lock brake system (ABS) must be latest production heavy duty, largest available, minimum disc front, Rear Disc with Vacuum Boost Power Assist or proven equal.

4.3.17 Equipped with Blue Tooth Hands Free system.

4.3.18 Equipped with rear back-up camera.

4.3.19 Rear door and window shall be deactivated.

4.3.20 Patrol Package Wiring Prep Package with front and rear wiring harness and Power Distribution Center (AYW)

4.3.21 Vehicles must come with the following uninstalled, stored within unit:

4.3.21.1 Havis Charger Console Arm Rest with a Dual Cup Holder

4.3.22 Chargers shall be OEM color Pitch Black.

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 upon completion of all work described herein or delivery of all goods ordered, as applicable

Cooperative Contract Provisions.

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

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

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

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

Exhibit I – All applicable terms and conditions of the Cooperative Purchasing Contract number 210907 through The Interlocal Purchasing System (TIPS) Cooperative Purchasing.

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

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

Warranty.

The warranty specified in Exhibit 1, if any, 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.

Rejection of Disclaimers of Warranties & Limitations Of Liability.

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

Insurance.

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

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

Certificates may be mailed or sent via email, directly from the insurer's authorized representative. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by

CITY'S Finance Department. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.

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

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

CONTRACTOR shall obtain and maintain in full force and effect for the duration of this Agreement, at CONTRACTOR'S sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below. If the CONTRACTOR claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

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

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

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

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

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

- Name CITY and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with CITY. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
- Endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY's insurance is not applicable in the event of a claim.

- Contractor shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of CITY; and
- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

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

In addition to any other remedies CITY may have upon CONTRACTOR'S failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order CONTRACTOR to stop work and/or withhold any payment(s) which become due to CONTRACTOR under this Agreement until CONTRACTOR demonstrates compliance with requirements.

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

CONTRACTOR'S insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Agreement.

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

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

Incorporation of Attachments.

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

Attachment A – Price Schedule

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

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

Exhibit I – TIPS Contract 210907

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.

S.B. 943 – 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.:

Signer's Name:

Name of Business:

Street Address:

City, State, Zip Code:

Email Address:

Telephone No.:

Fax No.:

City's Solicitation No.:

A. Glen Angell
Donalson CDJR
1305 Huy 916 Bypass
Silsbar, Tx, 77656
gangelleshowboat@gmail.com
409 - 880 - 9191
409 - 895 - 3859
6100016793


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

ITEM	QUANTITY	DESCRIPTION
1	7	Dodge Charger Pursuit

PRICE EACH: \$ 38937.97TOTAL: \$ 272565.79

YEAR, MAKE & MODEL OFFERED:

2023 Dodge Charger

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

Dodge Charger 5.7L V8 Hemi

TRANSMISSION OFFERED:

Auto

VEHICLE WARRANTY:

5yr 100,000 powertrain

WARRANTY SERVICE PROVIDER FACILITY NAME:

Ancira Dodge10807 W. Interstate 10 San Antonio TX

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

10807 W I-10 San Antonio210-558-1500DELIVERY WILL BE MADE WITHIN 120 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.PRODUCTION CUT-OFF DATE FOR YEAR MODEL OFFERED: Balance dueINDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: TBDBID PRICES SHALL REMAIN FIRM FOR ALL ORDERS PLACED PRIOR TO THIS CUT OFF DATE. IN THE EVENT THAT CITY DOES NOT AWARD A CONTRACT PRIOR TO PRODUCTION CUT OFF DATE, CAN BIDDER PROVIDE BID ITEMS, AT THE BID PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF DATE? (YES/NO) no

ITEM	QUANTITY	DESCRIPTION
2	1	Cooperative Fee
PRICE EACH: \$ _____		
TOTAL: \$ _____		

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



PRODUCT PRICING SUMMARY

TIPS USA 210907 AUTOMOBILES

VENDOR- DONALSON CDJR, 1305 Hwy 96 BYPASS, Silsbee TX 77656

End User: CITY OF SAN ANTONIO

Prepared by: GLEN ANGELLE

Contact: MAGGIE

Phone: 409-880-9191

Email:

Email: gangelles.cowboyfleet@gmail.com

Product Description: 2023 DODGE CHARGER

Date: April 13, 2023

A. Bid Item: ON ORDER

A. Base Price: \$ 30,173.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
LDDE48	2023 DODGE CHARGER POLICE	\$ 6,903.91		EXT. BLACK	
EZH	5.7L V8 HEMI ENGINE RWD				
			GXQ	4 KEY FOBS	\$ 170.00
X5	HD CLOTH BUCKET SEATS W VINYL REA	\$ 135.00			
AWC	FLEET SAFTY GROUP	\$ 395.00			
	EXTERIOR MIRRORS W/ HEAT	INC.			
	BLIS	INC.			

Total of B. Published Options: \$ 7,603.91

Published Option Discount (5%) \$ (35.00)

C. Unpublished Options

Description	Bid Price	Options	Bid Price
HAVIS CHARGER CONSOLE W/ DUAL CUP HOLDER	\$ 672.81		
ARMREST, 3"ACCESSORY POCKET, 2,MIC CLIP			
2 MIC BRACKETS			

Total of C. Unpublished Options: \$ 672.81

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment:

\$ -

G. Additional Delivery Charge: 299 miles

\$ 523.25

H. Subtotal:

\$ 38,937.97

I. Quantity Ordered 7 x H =

\$ 272,565.79

J. Trade in:

\$ -

K.

\$ -

L. Total Purchase Price Including TIPS Fee

\$ 272,565.79

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

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

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

- **Personal Property (Goods / Supplies):** The local bidder's price must be within 5% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$500,000; or within 3% of the price of the lowest non-local bidder for contracts of \$500,000 or more
- **Non-professional Services:** The local bidder's price must be within 5% of the price of the lowest nonlocal bidder for contracts of \$50,000 to under \$500,000;
- **Construction Services:** The local bidder's price must be within 5% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$100,000, excluding contracts awarded using alternative delivery methods.

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

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

Effective January 1, 2023, the Local Preference Program may be applicable to federally funded contracts where federal statutes or the federal grantor expressly mandates or encourages local geographic preference.

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

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

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

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

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

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

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

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

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

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

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

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

SOLICITATION NAME/NUMBER: 6106016793

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

Name of Business or Non-Profit Entity:	Donalson CDJR
Physical Address:	1305 Hwy 916 By Pass
City, State, Zip Code:	Silsbee, TX 77654
Phone Number:	409-880-9191
Email Address:	gancelle.cowboy@aol.com
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent:	50

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

Is Business or Non-Profit Entity headquartered within the incorporated San Antonio city limits? (circle one)	Yes	<u>No</u>
Has the business or non-profit entity been headquartered in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	<u>No</u>
If the answers to the questions above are "Yes", stop here. If the answer to either of the above questions is "No", provide responses to the following questions:		

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

Name of Business or Non-Profit Entity:	Donelson CDR	
Physical Address:	1305 Hwy 916 Bypass	
City, State, Zip Code:	Silsbee, TX 77654	
Phone Number:	409 880-9191	
Email Address:	gangellescowboyflea@gmail.com	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent in the local office: _____		
Is the business or non-profit entity located in the incorporated San Antonio city limits? (circle one)	Yes	<u>No</u>
Has the business been located in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	<u>No</u>
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	<u>No</u>
Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	<u>No</u>
Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one)	Yes	<u>No</u>

ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

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

BIDDER'S / RESPONDENT'S FULL NAME:

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


(Signature) Authorized Representative of Bidder / Respondent

Sole
Title

4-13-23
Date

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

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

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

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

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

Definitions.

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

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

The program uses the below definition of joint venture.

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

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

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

INSTRUCTIONS

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

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

SOLICITATION NAME/NUMBER: 6100016793

Name of Respondent:	Donaldson CDR	
Physical Address:	1305 Hwy 916 Bypass	
City, State, Zip Code:	Silsbee, TX 77654	
Phone Number:	409. 880-9191	
Email Address:	gangelle.cowboyflauto@gmail.com	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

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

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

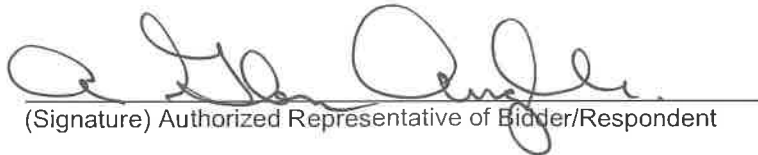
ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

BIDDER/RESPONDENT'S FULL NAME:

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


(Signature) Authorized Representative of Bidder/Respondent

Sales
Title

4-13-23
Date

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