



CONTRACT NAME:	HYBRID & ELECTRIC VEHICLES
CONTRACT NUMBER:	RFO 6100017257
VENDOR NAME:	Donalson-Umphrey Automotive Group, Inc., dba Silsbee Toyota
VENDOR ADDRESS:	1396 Hwy 327 E, Silsbee, TX 77656
ATTN:	Glen Angelle
AMENDMENT NUMBER:	1
DATE ISSUED:	January 19, 2024
EFFECTIVE DATE OF AMENDMENT:	Upon approval of the San Antonio City Council

Whereas, the City of San Antonio entered into a contract with Silsbee Toyota for electric and hybrid vehicles for a total cost of \$3,248,100.50 pursuant to Ordinance No. 2023-09-21-0653; and

Whereas, Parties agree Item 17, for a quantity of nine compact sedans, plug-in hybrid, mix colors, will be increased to a quantity of thirteen, and

Whereas, this amendment is authorized pursuant to the section entitled “Amendments” in 006, General Terms & Conditions, of the above referenced contract and is hereby amended as follows:

1. AMENDMENT

- 1.1 Section 004 - Specifications / Scope of Services and Attachment A – Price Schedule, Item 17, Compact Sedan, Plug-In Hybrid, Mix Colors, is revised to increase the quantity from nine vehicles to thirteen vehicles:

2023 Prius Prime Plug-In, Electric

The price per unit (Price Each) will remain the same at \$32,497.75. THE TOTAL PRICE FOR ALL THIRTEEN UNITS WILL INCREASE FROM \$292,479.75 to \$422,470.75.

- 1.2 Silsbee Toyota delivered a total of fifteen vehicles for Item 17 (two extra vehicles). Silsbee Toyota will pick up the two extra vehicles that were delivered promptly at its sole expense:

2023 Prius Prime Plug-In, Electric

Vehicle One VIN# JTDACACU7P3002837

Vehicle Two VIN# JTDACACU0P3002727

- 1.3 Section 005 – Supplemental Terms & Conditions, is revised to add Grant Provisions:

FEDERAL GRANT FUNDING PROVISIONS

2 CFR Part 200, entitled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Rules) as adopted and supplemented by the U.S. Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from the Office of Justice Programs (OJP).

Suspension and Debarment Contract Clause

This contract is a covered transaction for purposes of 2 CFR Part 200. As such, the contractor is required to verify that neither the contractor, nor its principals, as defined at 2 CFR 180.995, are excluded or disqualified as defined at 2 CFR 180.940 and 2 CFR 180.935, respectively.

The contractor is required to comply with 2 CFR 200 and must include the requirement to comply with 2 CFR 200 in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, Silsbee Toyota certifies that:

- Neither it nor its principals are presently debarred, suspended for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program;
- Silsbee Toyota shall provide immediate written notice to City if, at any time during the term of this contract, including any renewals hereof, Silsbee Toyota learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

The certification in this clause is a material representation of fact relied upon by City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Silsbee Toyota agrees to comply with the requirements of 2 CFR 200 throughout the period of the contract. Silsbee Toyota further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Certification Regarding Lobbying Contract Clause.

By signing this Amendment, Silsbee Toyota certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Finance Department, Purchasing Division

undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) Silsbee Toyota shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Procurement Of Recovered Materials Contract Clause

Silsbee Toyota and its subcontractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Termination. In the event of termination pursuant to Section 006 – General Terms & Conditions, Termination, City shall pay Vendor for conforming goods delivered and services provided prior to the date of termination, offset by any amounts due and owing from Vendor to City.

Venue. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between City and Silsbee Toyota arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction.

STATE GRANT FUNDING REQUIRED AUDITING PROVISION.

In the event state grant funding is used, Silsbee Toyota agrees: (1) the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under this contract; (2) acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds; and (3) under the direction of the legislative audit committee, an entity that is the subject of an audit or

investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

2. PROVISIONS REMAIN IN EFFECT

All other terms, conditions, covenants and provisions of the above referenced contract, as previously amended, not specifically mentioned herein and revised by this document, are retained in their entirety, unchanged, and remain in full force in effect for the duration of said contract, and any renewals thereof.

3. ENTIRE AGREEMENT

This contract, as amended, embodies the complete agreement of the parties hereto with regard to the subject matter contained herein, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein.

EXECUTED and **AGREED** to as of the dates indicated below. This amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

CITY OF SAN ANTONIO

SILSBEE TOYOTA

(Signature)

(Signature)

Printed Name: Angelica Mata

Printed Name: A. Glan Angelle

Title: Assistant Finance Director

Title: Sales

Date: _____

Date: 1-23-24

This amendment is part of the contract. Please return this amendment to the Finance Department, Purchasing Division, Marilyn Timlake, Procurement Manager, Marilyn.Timlake@sanantonio.gov.