



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

FORMAL INVITATION FOR BID ("IFB") NO.: 6100017658

FY24 ADA PASSENGER SHUTTLE BUSES

Date Issued: JANUARY 3, 2024

**BIDS MUST BE RECEIVED NO LATER THAN:**  
**2:00 PM, CENTRAL TIME, FEBRUARY 5, 2024**

Bids may be submitted by any of the following means:

**Electronic submission through the Portal**

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

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: None      DBE / ACDBE Requirements: None

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

Pre-Submittal Conference \* YES

**\*A Pre-Bid Conference is scheduled, for January 9, 2024, at 10:00 a.m. Central Time.** The Pre-Bid Conference will be held via WebEx meeting. Prospective Respondents may join the WebEx using the following instructions:

**WebEx Call-in: 1-415-655-0001**

**Meeting Number (Access Code): 2634 296 6266**

**Meeting Password: # COSA**

**WebEx Link:** <https://sanantonio.webex.com/sanantonio/j.php?MTID=m920dd39f6ea22d12f7e3c8f8afbc32d8>

Staff Contact Person:

Jody De La Rosa,

Procurement Specialist II,

Email: [jody.delarosa@sanantonio.gov](mailto:jody.delarosa@sanantonio.gov)

Phone Number: 210-207-0543

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## 003 - INSTRUCTIONS FOR BIDDERS

### Submission of Bids.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### Restrictions on Communication.

Bidders are prohibited from communicating with: 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the IFB or bids from the time the IFB has been released until the contract is posted for consideration as a City Council agenda item during a meeting designated as an "A" session; and 2) City employees from the time the IFB has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails

and any contact that results in the direct or indirect discussion of the IFB and/or bid submitted by Bidder. Violation of this provision by Bidder and/or its agent may lead to disqualification of Bidder's bid from consideration.

Exceptions to the restrictions on communication with City employees include:

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

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

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

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

If this solicitation contains DBE/ACDBE requirements, bidders and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). Point of contact may be reached via telephone at (210) 207-3922 or through e-mail at [SBEDAdocs@sanantonio.gov](mailto:SBEDAdocs@sanantonio.gov). Bidders and/or their agents may contact the SBEDA office at any time prior to the due date for submission of bids. Contacting the SBEDA office regarding this IFB after the bid due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

#### Pre-Submittal Conference.

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

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 Contact Person 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 IFB.

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

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

## Preparation of Bids.

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

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

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

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

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

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

## Description of Supplies.

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

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

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

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

## Estimated Quantities for Annual Contracts.

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

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

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

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

Interlocal Participation.

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

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

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

Rejection of Bids.

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

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

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

The bid is conditional; or

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

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

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

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

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

Bid Opening. Bids will be publicly read aloud online through WebEx at 2:30 p.m. central time on the day the bids are due.

Join by phone:

415-655-0001 (Toll-free Dial-In)

Meeting number (access code): 2630 003 5297

Meeting password: COSA

Evaluation and Award of Contract.

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

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

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

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

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

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

#### Inspection of Facilities/Equipment.

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

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

#### Prompt Payment Discount.

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

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

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

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

#### Bid Protest Procedures.

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

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

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

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

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

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

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

**State of Texas Conflict of Interest:**

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

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

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

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

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

<http://www.sanantonio.gov/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 sealed bid. The Purchasing Division will not deliver the forms to the City Clerk for you.



## 004 - SPECIFICATIONS / SCOPE OF SERVICES

- 4.1 SCOPE:** The City of San Antonio is requesting bids to provide ONLY 3 wheelchair accessible buses following the specifications listed below.

Item	Description	QTY
1	Gasoline Powered - 21 Passenger Shuttle Bus with Wheelchair Access	Up to 3
2	Electric Powered - 21 Passenger Shuttle Bus with Wheelchair Access – Alternative for Bid Item 1	

- 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 on the bid for the particular item, depending on availability of funds. **Prices may not be increased before delivery;** however, the City should benefit from any price decrease. All components shall be installed new, unused, standard production model, and equipment serviced in accordance with manufacturer's recommended pre-delivery check list, and ready for operation upon delivery, and shall include all manufacturers' standard equipment unless otherwise specified or replaced therein. Equipment offered under the below listed specifications will be considered unacceptable if for any reason its long-term availability on the U.S. Market or in the local area is in doubt.

- 4.2.2** Vehicles and equipment shall include the maximum standard manufacturer's warranty on all components, with parts and service included. All warranties must be for a minimum 12 months for parts, travel, and labor. All warranty times shall start the date the vehicle is placed in service as determined by the City, not on the delivery date. The dealer will be notified by letter of the in-service date of each vehicle by serial number. Bidder shall fully explain the warranty by attaching separate, authenticated correspondence or entering such information in the remarks section of this bid. Warranty, reliability, and replacement captive parts costs and availability shall be a consideration in award of this bid. Warranty parts and service shall be available within 50-mile radius of San Antonio City Hall from and by a factory-authorized dealer (NO EXCEPTIONS). In the event that a unit purchased from a vendor requires transportation outside of Bexar County for a repair covered under warranty, that vendor shall be responsible for paying for all costs associated with the transportation to and from the warranty repair facility. If the vendor chooses to travel to inspect the unit to determine if the repair needed is covered under warranty, all expenses shall be paid for by the vendor. All warranty repairs shall be completed within 3 business days from the date equipment is delivered to the vendor, unless otherwise approved by the appropriate City of San Antonio BESD Fleet Operations Manager or designee. Bidders shall certify that all repairs needed after the warranty period will be available within 50-mile radius of San Antonio City Hall.

- 4.2.3 DELIVERY:** All deliveries are to be made inside the City limits of San Antonio. Vendor must deliver equipment to the following address:

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

Delivery to a non-specified location will result in non-acceptance of the equipment 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 2000 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.

- 4.2.4 Literature and Equipment Manuals –** The supplier shall furnish (4) complete sets per vehicle type, of the following: Parts Manual, Maintenance Manual, Service Manual, and Operators Manual or on-line access per model of all vehicles, equipment, accessories, and components. All bids must include complete manufacturer's specifications for each model being offered. USB drives loaded with all manuals are acceptable.

- 4.2.5 TRAINING** – The City may require operational and maintenance training for equipment. If so, vendor shall provide, at vendor's expense, training by a qualified instructor, which shall be conducted at a designated City facility. The City will not pay any cost incurred by Vendor in providing training. Training shall be provided no later than 30 days after the City takes delivery and accepts the new equipment at the specified City facility. Unless otherwise specified, training shall consist of a minimum of 1 eight-hour day. Payment for new equipment will not be made to Vendor until training is completed. Operator training shall be coordinated with Fleet Operations staff. For equipment requiring more complex operation the City may require, and Vendor shall provide at Vendor's expense, job site operational training that could last multiple days to assure proper machine operation.
- 4.2.6 DEMONSTRATIONS** – The City may request, from selected bidders, a demonstration of proposed equipment. The City is under no obligation to demo all products proposed by bidders. If a demonstration is required, the City's Fleet Operations Manager will contact the bidder to schedule the product demonstration. This request will be considered an integral part of the bid process. Failure to comply may result in the bid being deemed non-responsive, and therefore, not considered for award. Upon request, the bidder shall have a minimum of 5 working days to provide and deliver the equipment to a location specified by City for the demonstration. The bidder shall make the equipment available for a minimum of three working days at City's location, but not to exceed eight working days.
- 4.2.7 EVALUATION** – In the event that a demonstration is required, the equipment will be evaluated to determine if the unit meets the minimum bid specifications at the City's discretion. Passing this inspection shall not, however, be deemed an acceptance by City, nor relieve Vendor of its obligation to deliver a product that meets all specifications herein.
- 4.2.8** All prices must be quoted F.O.B., designated City of San Antonio facility.
- 4.2.9** Units shall be equipped with OEM, or equal, warning and shut down systems for low oil pressure and or high coolant temperature at a minimum. This requirement applies to all bid line items.
- 4.2.10** Vehicles shall be delivered with dealer temporary license plates/tags, invoice with reference to the purchase order, State of Texas Vehicle Inspection Report in the glove box, Manufacturer's Statement of Origin, vehicle weight slips, Incomplete Vehicle Certificates, and completed TX DMV form 130-U. Omission of any of these items shall delay payment and acceptance. **Vehicles supplied with GVWR of 11,000 lbs. or less must include registration fees in final bid price. Vendor shall coordinate exempt license plate application and registration with the City's Building & Equipment Services Department prior to submission to the State of Texas and/or local tax assessor collector office.**
- 4.2.11** Vendor shall remove noncompliant vehicle(s) from City premises within 5 working days after receiving written notification from City's Fleet Acquisition staff. If vehicle is not removed by vendor within the specified time frame, the City may arrange for vehicle to be removed and secured by a local towing and storage facility. Vendor will be responsible for payment of all related towing and storage charges. The City will not be responsible or liable for damage or loss of noncompliant vehicles which remain on City premises, or which are removed by towing company, 5 working days after vendor notification.
- 4.2.12** Upon contract award and receipt of City's Purchase Order, vendor shall provide written acknowledgement of order placement and supply copy of build sheet and guaranteed delivery date of completed unit. The guaranteed delivery date shall not be greater than the period stated on the Price Schedule and shall become a part of this contract as if fully set forth herein. A thirty day or longer delay may cause cancelation of the order at the ordering department's discretion without cost or penalty to the City. Electrical wiring schematics that include lighting and air conditioning systems for body shall be provided at time of delivery. Electrical wiring schematics shall be provided in paper and electronic format.
- 4.2.13 VEHICLE INSPECTION:** The vendor shall have each vehicle properly inspected in compliance with Texas motor vehicle laws. A Texas Vehicle Inspection Report shall be placed in the cab.
- 4.2.14** Failure to provide required documentation may cause the delay of payment. Acceptance will not be made, nor payment initiated on vehicles failing to meet specifications, or when City has not received all necessary documents (i.e., MSO, odometer statement, etc.).

- 4.2.15** All bodies and components in this bid will be installed in accordance with the appropriate complete Vehicle Data Manual. Certification of compliance will be posted on the left door post of the vehicle. Except for manufacturer's data plates (maximum 4" x 6"), vendor's or manufacturer's identifying markings (decals and plates) will not be applied to the vehicle or mounted components. Installation will be completed in compliance with Federal Motor Vehicle Department of Transportation Standards and Texas State Highway requirements. Installation of body and accessories on City furnished vehicles will be accomplished by drilling holes in the frame. Welding on or cutting of frame is not authorized forward of the rear spring hanger or support. Bidders will be responsible for the relocation of any truck components to facilitate installation of the body and equipment. Such relocation must be included as part of the basic bid. No dealership nameplates, markings or decals will be permitted on the vehicles.
- 4.2.16** GVWR for the particular model specified is required, or a tabulate greater GVWR when extra equipment is added. Provide weight rating in pounds.
- 4.2.17** Vendor shall provide an Odometer Disclosure Statement confirming miles upon delivery.
- 4.2.17.1 PRE-DELIVERY SERVICE:** All units shall include new vehicle pre-delivery service.
- 4.2.17.2** All fluid levels must be full at time of delivery with the proper grade and type of fluids.
- 4.2.17.3** The interior and exterior of units shall be clean and freshly washed at time of delivery.
- 4.2.17.4** A full tank must show on the fuel gauge when delivered.
- 4.2.17.5** Vendor shall attach signed certificates to the units at the time of delivery stating that the above pre-delivery service was performed, and that inspection indicates they are in good condition and ready for delivery.
- 4.2.18** Unless specifically permitted by the City, vehicles shall be equipped with all accessories prior to delivery. The upfitting or servicing of ordered vehicles on the premises of the City is not permitted.
- 4.2.19** All shipping tickets shall reference the applicable entity requisition/purchase order number(s) and will accompany each delivery shipment. If shipping tickets are received without applicable purchase order number(s), delivery may be rejected. All window stickers shall remain attached to the vehicle. The vendor shall provide an official and acceptable weight certificate when applicable and required for vehicle registration.
- 4.2.20 CONVENIENCE FEATURES:** Vehicle shall be equipped with adjustable steering seats, intermittent wipers, cruise control, and minimum OEM AM/FM radio.

#### 4.3

ITEM	QUANTITY	DESCRIPTION
1	Up to 3	<b>Gasoline Powered 21 Passenger Shuttle Bus with Wheelchair Access</b>

- 4.3.1 GVWR:** Minimum of 14,000 lbs. or higher if required, to support the loaded weight of the completed vehicle including any optional equipment selected. It is the bidder's responsibility to calculate the actual loaded weight and to provide a heavier tire, wheel, spring and axle combination, if required.

#### 4.3.2 DIMENSIONS:

- 4.3.2.1** Overall Length Bumper to Bumper must be a maximum 319 inches.
- 4.3.2.2** Floor to Ceiling measured at aisle center must be 85 inches at front/ 76 inches at rear minimum.
- 4.3.2.3** Overall Width shall be 96 inches maximum.
- 4.3.2.4** Front Passenger Door Entrance Height shall be a minimum of 75 inches.
- 4.3.2.5** Aisle width shall be a minimum of 18 inches.
- 4.3.2.6** First Step Height shall be 14.5 inches.

- 4.3.2.7 Wheelbase must be a minimum of 159 inches.
- 4.3.2.8 Interior width must be a minimum of 91 inches.
- 4.3.2.9 Exterior Width shall a maximum of 96 inches.

- 4.3.3 **ENGINE:** Minimum 6.0-liter gasoline engine, V8 minimum 33-gallon capacity fuel tank.
- 4.3.4 **TRANSMISSION:** Unit shall be automatic, minimum 5 speed forward, 1 speed reverse, and must be equipped with a transmission oil cooler and driver shaft guard.
- 4.3.5 **STEERING:** Unit must be equipped with power steering
- 4.3.6 **BRAKES:** Unit must have power assist, and must include hand or foot operated parking brake control at the operator's position.
- 4.3.7 **SHOCK ABSORBERS & AIR RIDE:** All chassis shall be equipped with heavy duty suspension and shock absorbers.
- 4.3.8 **WHEELS & TIRES:** LT225/75R x 16E all season on White Steel Rims
- 4.3.9 **BUMPERS:** Bumpers shall be provided at both front and rear. Front and rear wrap-around type painted or chrome finish.
- 4.3.10 **ALTERNATOR:** Minimum 145 ampere rating or greater if necessary to supply a minimum of 50 amperes at the vehicle engine manufacturer's recommended engine idle RPM for this van with the air conditioning unit and wheelchair ramp in use simultaneously.
- 4.3.11 **BATTERIES:** Two 12 volt with a cold cranking capacity of not less than 400 amperes at 0 degrees Fahrenheit on the first battery and 850 amperes on the second at 0 degrees Fahrenheit for a total CCA of 1250 amperes at 0 degrees Fahrenheit with a minimum 100 ampere reserve capacity (BCI rating).
- 4.3.12 **ELECTRICAL WIRING:** Must be color-coded or otherwise identified. All connectors will be SAE approved. All vehicles furnished in response to this item shall be identically wired. Vendor shall furnish schematic diagrams covering all electrical equipment and electrical circuits, complete with wiring codes or color.
- 4.3.13 **INSTRUMENTS AND INSTRUMENT PANEL:** The vehicle will be equipped with the following non glare illuminated instruments and gauges mounted for easy maintenance and repair and in such a manner that each is clearly visible to the seated driver. Indicator warning lights in lieu of gauges are not acceptable. If an electronic monitoring system is furnished, it must monitor at minimum the following:
  - 4.3.13.1 Speedometer
  - 4.3.13.2 Odometer
  - 4.3.13.3 Fuel gauge
  - 4.3.13.4 Oil Pressure gauge
  - 4.3.13.5 Water temperature gauge
  - 4.3.13.6 Ohmmeter or voltmeter with graduated charge and discharge indicators
  - 4.3.13.7 High beam headlamp indicator
- 4.3.14 **RADIO FREQUENCY INTERFERENCE PACKAGE (for land mobile transceiver interference):** Vehicles may have land mobile radio transceivers installed after delivery. Radio frequency interference suppression will be provided for radio frequency up to 1,000 MHZ. Antennas will be mounted on the roof, front fender, and/or rear fender. All vehicle electronic circuits including, but not limited to, ignition, computers, emission control, and regulators shall be designed to suppress, bypass, otherwise prevent interference from affecting the radio transceiver, and shall be unaffected by radio frequency energy generated and radiated by the above-described radio installation.
- 4.3.15 **LIGHTING INTERIOR:** Lighted step well and dome or side lamp must adequately illuminate the passenger seating area.
- 4.3.16 **LIGHTING EXTERIOR:** Two each backup lamps and reflectors required by FMVSS No. 108 or the latest revision thereto. Lighting must also meet Texas State Motor Vehicle laws.

- 4.3.17 AIR CONDITIONING PERFORMANCE:** The installed air conditioning system shall cool the interior of the vehicle to 80 degrees Fahrenheit measured at a minimum of three points, located four feet above the floor at the longitudinal centerline of the vehicle. The three points shall be near the driver's location, at the mid-point of the body, and two feet forward of the rear of the vehicle.
- 4.3.17.1** The test conditions under which the above performance must be achieved shall consist of placing the vehicle in a room (such as paint booth) where ambient temperature can be maintained at 100 degrees Fahrenheit, heat soaking the vehicle 100 degrees Fahrenheit with windows open for at least one hour, and closing windows, turning on the air condition and cooling the interior of the vehicle to 80 degrees (+/-) 2 degrees Fahrenheit within a maximum of 25 minutes while maintaining 100 degrees Fahrenheit outside temperature.
- 4.3.18 AIR CONDITIONING SYSTEM:** ACC Tropicool TC5521 Rooftop Cond/Evap System 75,000 BTU/hr. system, or equal output cooling design at other location on vehicle.
- 4.3.18.1** Compressor: TM 21
- 4.3.18.2** Condenser: 78,000 BTU Roof mount, or 3 skirt condenser is acceptable
- 4.3.18.3** Evaporator: 55,000 BTU Roof mount, or rear mount is acceptable.
- 4.3.18.4** Controls: Manual three (3) speed
- 4.3.18.5** Components: The components of the air condition system shall be readily accessible for maintenance.
- 4.3.18.6** Air Conditioning Circuits: Shall be protected with automatic circuit breakers or thermal relays.
- 4.3.19 Air Conditioning System(s) Identification:** System(s) shall have affixed a legible and durable nameplate with the following information:
- 4.3.19.1** Name and address of manufacturer
- 4.3.19.2** Cooling capacity (BTU/hr.) and blower capacity (CFM)
- 4.3.19.3** Type of refrigerant and recommended operating charge.
- 4.3.20 Installation of Air Conditioning System(s):** Installation of the air condition system(s) shall be by the vehicle body company or by factory authorized air condition dealer who normally stocks, sells, installs, and services a unit of the type being furnished. Poor or shoddy installation will be grounds for immediate rejection of the complete vehicle.
- 4.3.21 REPAIR PARTS & PUBLICATIONS:** Bidder will include with each bid a list of companies or individuals, and their addresses, who stock repair parts and who are authorized to perform service on the products furnished. The supplier shall furnish one copy of complete installation, maintenance parts and operating manuals for each different model, size and type of equipment furnished. The manuals shall accompany the equipment when delivered.
- 4.3.22 HEATING & DEFROSTING:** Front & Rear Heater shall be OEM supplied as provided by chassis manufacturer. Defroster shall be OEM supplied as provided by chassis manufacturer.
- 4.3.23 SAFETY EQUIPMENT:**
- 4.3.23.1** First Aid Kit: Must be standard State of Texas School Bus First Aid Kit. Kit shall be securely mounted near the driver's seat.
- 4.3.23.2** Fire Extinguisher: One 5-pound dry type (ABC rated), securely mounted near the driver's seat.
- 4.3.23.3** Reflectors: Three folding triangle reflectors with storage container(s).
- 4.3.23.4** Back-Up Alarm: Meeting the requirements of SAR J994B or the latest revision thereto.
- 4.3.23.5** Fresnel Lens: Provided on the rear window of the bus, Van Guard or equal.
- 4.3.23.6** Window Alarm: Unit must be equipped with alarms indicating if any windows are broken or opened.
- 4.3.24 MIRRORS:** Exterior: Two exterior rear-view mirrors shall be provided: one at the driver's left side mounted in the OEM position and one on the right/curb side. Mirror shall be a minimum of 6" x 9"
- 4.3.24.1** Interior: OEM rear view day/night mirror.
- 4.3.24.2** Passenger Mirror: an additional 6" x 9" Convex Mirror is standard for driver to view the passengers and will be mounted to the right of OEM rear view.

**4.3.25 WINDOWS:** Solid windows are standard (options include T-Slider Windows). Window frames will be anodized black as standard.

**4.3.25.1** Passenger windows shall be a minimum of 18-1/2", 36" or 45" wide and 36" high. (Body length will dictate sizes).

**4.3.25.2** Side view transition window behind the driver (approximately 200 square inches of viewing glass).

**4.3.25.3** Large curb side viewing window (approximately 550 square inches of viewing glass).

**4.3.25.4** An extra egress window for the front driver side as standard.

**4.3.26 PASSENGER SEATS/ STORAGE AREA:** Seats must be steel frame construction, foam padded and upholstered with minimum 42 oz. **vinyl** material or heaviest material available. All seat covering material must be fire retardant/low toxicity meeting the minimum requirements of Federal Motor Vehicle Safety Standard FMVSS No. 302.

**4.3.26.1** Double seats shall be not less than 34" wide. A rear bench that seats 5 shall not be less than 87". Seats shall be spaced a minimum of 27" from back seat-to-back seat.

**4.3.26.1.1** Driver side shall have a minimum of 5 double seats; where 2 double foldaway style seats to safely secure a minimum of 2 wheelchair passengers. Flip seats shall be Freedman Seating Company brand, or functional equivalent, that does not interfere with the wheelchair passenger.

**4.3.26.1.2** The flip style double seats shall securely lock in place.

**4.3.26.1.3** Wheelchairs shall be secured with Q'straint wheelchair tie downs, or equivalent brand wheelchair tie down system.

**4.3.26.1.4** Curb side shall have a minimum of 4 double seats.

Seating Arrangement: X-Seat, O-Flip

Seat X - Driver

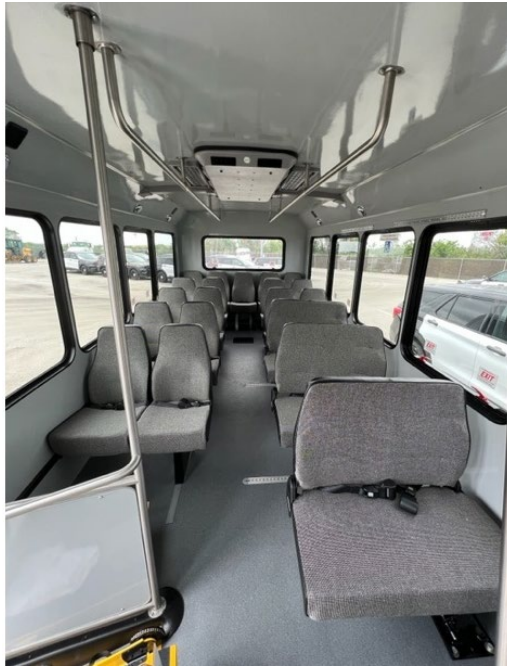
OO	XX
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**4.3.26.2** Seat frames must be mounted with bolts, flat washers, lock washers, and nuts, or approved equal. Lap type equipped with seat frame mounted, emergence locking seat belt retractors shall be provided for each seated passenger.

**4.3.26.3** Emergency kits shall be securely at driver's area. Emergency Kit storage may be plastic, clear acrylic, or tight weave vinyl coated mesh that is resistant to tears.

**4.3.26.4** The bus must be side impact FMVSS 214 certified.

**4.3.26.5** Photo of current buses with a combination of flip seating for wheelchair passengers.



Picture is for illustrative purposes only.

- 4.3.27 DRIVER SEAT:** Driver seat must be adjustable pedestal type of the platform type giving approximately 4 inches fore and aft, and 1-inch vertical adjustment, with seat belts. Safety belts must be equipped with a seat frame mounted emergency locking retractor or an automatic locking retractor that has certain features to prevent it from progressively tightening the belt around the driver. Driver's seat shall be upholstered with minimum 42 oz. vinyl.
- 4.3.28 Body Construction**
- 4.3.28.1** Sides and roof shall be constructed of fiberglass panels. Roof shall be of sufficient height to provide at least 75 inches headroom at the center aisle. Headroom may be reduced slightly in some areas of the vehicle to accommodate other specified equipment such as air conditioner components and the normal contour of the roof. The structure shall be watertight and shall meet the requirements of Federal Safety Standards as to school bus rollover protection, No. 220, as well as FMVSS 214 Side Impact Protection.
- 4.3.28.2** There is one 1 ½" X 1 ½" horizontal 16-gauge steel tube below the window line and one 1 ½" X 2 ½" 14-gauge tube at the floor level or approved equal. There is one 1 ½" X 1 ½" horizontal 16-gauge steel tube at the top sidewall forming the top edge of the wall or approved equal. Steel structure must extend to or below the floor level to the lowest point in the sidewall or approved equal.
- 4.3.28.3** Vertical steel 16-gauge square tubing nominal dimensions 1 ½" X 1 ½". Vertical steel ribs consist of one (1) 1 ½" X 2" 16-gauge steel spaced at the sides of each window opening or approved equal.
- 4.3.28.4** Two (2) 1 ½" X 1 ½" 16-gauge steel tubes are required at the front of the sidewall to form the front & rear of the door opening. One (1) 1 ½" X 1 ½" 16-gauge steel tube is welded vertically at the midpoint of each window with a width greater than 24 inches connecting the horizontal tube welded below the window line and the horizontal tube that is welded at the floor line or approved equal.
- 4.3.28.5** Horizontal steel tubes are welded to the vertical steel tubes. The entire steel structure must be bonded and bolted together with Sikaflex 252 or Loctite H8600 adhesive and have a full E-Coat corrosion protection to prevent rust/corrosion.
- 4.3.28.6** Exterior skin is FRP composite skin laminated to a moisture resistant (less than 1% absorption) substrate (not Luan) attached to the steel cage with urethane adhesive.



- 4.3.28.7** No wood or Luan is permitted in the sidewalls or rear end wall of the bus. Laminated constructions with Luan or other wood materials are not allowed as they can lead to corrosion of the skin due to the wicking of moisture into the wood material.
- 4.3.28.8** Rear of the bus shall have vacuum formed caps bonded to a FRP Composite Skin laminated to a moisture resistant (less than 1% absorption) substrate (not Luan) attached to the steel cage with urethane adhesive or a full Fiberglass panel. The LED lights shall be mounted to the vacuum formed or Fiberglass caps.
- 4.3.28.9** ROOF LINER: Interior ceiling surface is Grey FRP Composite laminated to a moisture resistant (less than 1% absorption) substrate (not Luan) attached to the steel cage with urethane adhesive. Options to replace include Nanocide (Grey or Tan), Auto Cloth (Grey), or Vinyl Soft Touch (Grey).

**4.3.29 PASSENGER ENTRANCE DOOR:** Passenger Entrance Door- Entry shall be a dual panel, swing out type door with two glass windows.

- 4.3.29.1** Door Opening: 36" minimum clear opening with entry assist handles
- 4.3.29.2** Door Window Dimensions: 15" X 72" minimum.
- 4.3.29.3** Clear Entry Dimensions: 42 ¾" wide by 76" high. The passenger entry door shall be angled at 12.5° so that wheelchairs need only to be turned 77.5° to proceed down the aisle. Designs that are not angled are required to meet the Americans with Disabilities Act Accessibility Guidelines for Transportation Vehicles; Over-the-Road Buses; and shall provide proof of compliance with bid submission.
- 4.3.29.4** Entry doors shall incorporate gaskets and/or seals to provide a barrier against intrusion by wind, water, and dust around the perimeter. The seal at the center of the door shall be by means of full height overlapping rubber seals and shall include a barrier or sweep at the bottom of both doors. Passenger entry door shall function through the use of an electric door mechanism. For emergency situations, a manual door release control shall be provided over the top of the door and shall be designed to permit simple operations to override the electric door operator. Standard operating for the passenger entry door will not allow the door opened when vehicle is traveling faster than 5 mph for safety.

**4.3.30 STANCHIONS, GRAB RAILS, AND MODESTY PANELS:** Vertical, floor to ceiling stanchions shall be provided at the aisle immediately behind the driver's seat and one at the ramp/vehicle floor transition point. A horizontal grab rail with padded modesty panel attached shall extend from the wall to each stanchion.

**4.3.31 WHEELCHAIR RAMP:** The vehicle shall be equipped with a wheelchair ramp. The entry ramp shall either be a Braun or Ricon power ramp that is designed to let wheelchair and ambulatory passengers enter the bus once the ramp is fully deployed. Entry ramp shall be 62" minimum and provide a 1:6 angle when deployed to the ground. The surface of the entrance ramp shall have non-skid mats applied.

- 4.3.31.1** Ramp should be hydraulic or all electric type.
- 4.3.31.2** Capacity- Entry ramp shall be rated a minimum of 800 lbs. with consideration of gross vehicle weight rating. Ramp weight shall not detract from the number of riders.

**4.3.32 FLOOR AND FLOOR COVERING:** Underside of floor decking shall be sprayed with a Poly-Urea coating, or other equivalent slip resistant floor that is commercial grade. Altro Transfloor Meta, or brand equivalent, that has a minimum thickness of 2.2mm shall also be accepted. Interior floor and lower walls shall be seamless sprayed-in Poly Urea coating, or functional equivalent, for durability and allow the floor to be easily cleaned. FRP will also be accepted for Lower walls as a functional equivalent. The cab floor shall have the OEM insulated floor covering. The cab cockpit floor will have a 16-gauge plate welded in place for future tare box installation.

**4.3.33 INSULATION:** The ceilings and sidewalls shall be thermally insulated with a fire-resistant material approved by Underwriters Laboratories Inc. to adequately reduce the noise level and to minimize vibrations. Air-conditioned buses shall have the equivalent of 1 ½ inches of polystyrene insulation in the ceilings and walls. The roof bows shall be insulated with high performance flexible foiled sheet style insulation. Any insulation used shall have a minimum R factor value of 7.

**4.3.34 PAINTING:** Exterior surfaces normally painted shall be thoroughly degreased, primed, and painted manufacturer's standard white color.



- 4.3.35 SAFETY DECAL(S):** Safety decal(s) shall be furnished and shall be affixed at any/all applicable area (emergency exit, steps, "This vehicle stops at all Railroad Crossings", etc.). The decals shall include necessary warnings and precautions. Permanent decals (plaques) are preferred.
- 4.3.36 INSTRUCTION ON SAFETY, OPERATION AND PREVENTIVE MAINTENANCE:** The successful bidder shall provide the City of San Antonio with a minimum of four hours of instruction on safety, operation, and preventative maintenance of the vehicle after the unit has been delivered and is ready for operation, but prior to payment.
- 4.3.37 PARTS BOOKS, MANUALS AND DRAWINGS:** The contractor shall furnish a complete detailed plan of the air conditioning and heating system, a complete schematic wiring diagram covering all electrical equipment and electrical circuits installed, complete with wiring color codes, one complete set of operating instructions, troubleshooting guide, and detailed parts lists. Parts manuals must include as built detailed illustrations and descriptions of all equipment to include air conditioner units.
- 4.3.38 MISCELLANEOUS:** These specifications will provide 3 fleet additions.

#### 4.4

ITEM	QUANTITY	DESCRIPTION
2	Up to 3	Electric Powered 21 Passenger Shuttle Bus with Wheelchair Access – Alternative for Bid Item 1

#### 4.4.1 Specifications for Item 2 are identical to Item 1 with the exception of the following:

- 4.4.1.1 ENGINE** - Vehicles shall be electric powered with a battery design that has a preferred capacity of 120 kWh but shall accept a 113kWh battery design. Preferred peak power shall be 240 HP/180 kW, with a torque rating of 790 lb-ft minimum (1071 minimum Nm). Shall accept 737 lb-ft torque minimum (1000 minimum Nm).
- 4.4.1.2 DRIVE RANGE** – Vehicle must be capable of traveling approximately 130 miles on full charge.
- 4.4.1.3 SPEED** – Vehicle shall reach a minimum of 65 mph.
- 4.4.1.4 CHARGE TIME** - Vehicle is expected to achieve a full charge on a Level 2 charger, 7.2kW, 240v, 30 amp with standby power of 6.5W, using a J1772 plug.
- 4.4.1.5 WARRANTY** – Minimum warranty on electric powertrain and batteries shall be 5 years or 60,000 miles whichever occurs first.
- 4.4.1.6 HVAC** – A supplemental HVAC system is required to be installed that provides a minimum of 75,000 BTUs to the passengers. A roof mount, rear mount, or skirt mount HVAC system shall all be acceptable.

## 005 - SUPPLEMENTAL TERMS & CONDITIONS

### Original Contract Term.

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

### Liquidated Damages for Delay:

The parties agree that the actual damages that might be sustained by the City by reason of the breach by Vendor of its covenant to make delivery within the time specified herein, is uncertain and would be difficult of ascertainment, and **that the sum of \$100.00 per day per unit for each day that delivery is late would be a reasonable compensation for** such breach. Vendor hereby promises to pay, and City hereby agrees to accept, such sum as liquidated damages, and not as a penalty, in the event of such breach. Furthermore, the parties agree that City may withhold said liquidated damages from any payments due to Vendor hereunder. If Vendor's delay exceeds 30 days, City may, at its option, elect to terminate this contract in whole or in part. In such event, City may pursue actual damages, rather than applying this liquidated damage provision.

### Force Majeure.

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

### Producer Price Index (PPI) Price Adjustment Clause for Attachment A – Price Schedule, Items 1-2.

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

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

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

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

**PPI Index for Price Adjustment.** The following U.S. Department of Labor, Bureau of Labor Statistics ("BLS") Producers Price Index ("PPI") for shall be used by the Parties to calculate changes in price for the item indicated:

- Item 1 - 2: PPI for Transportation equipment-Truck, truck tractors, and bus chassis (chassis of own manufacture) 14,001 to 33,000 lbs, not seasonally adjusted, WPU141106841;
- Item 1 - 2: PPI for Transportation equipment-Buses and firefighting vehicles, complete, produced on purchased chassis, not seasonally adjusted, WPU1413027;

If this index is discontinued, the Parties shall use the next, higher-level series of this index that is available. If no higher-level series of said index is available, the Parties shall negotiate a successor index. If the BLS changes the title of this index or recodes the index, it is considered the same series and requires no change by the Parties.

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

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

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

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

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

Current index value at time of calculation	115.5
Divided by index for base period	110.0
Equals	1.050

Base price	\$1,000.00
Multiplied by the percentage change in index value	1.050
Equals adjusted price	\$1,050.00

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

Limitation of Price Adjustment. In no event shall the aggregate of all price adjustments authorized herein for any given Line Item exceed 10% of the original base price for that Line Item. If the calculation results in an increased price that would exceed this limitation, the price adjustment shall be limited to a maximum price adjustment of 10% of the original base price.

Written Requests for Price Adjustments. Price adjustments are not automatic. Vendor must submit a written request for a price adjustment to the Finance Department. Requests must be received by the Finance Department at least 60 days' prior to the date the price adjustment is to take effect. If City does not wish to accept the price adjustment, City may terminate the contract for convenience.

City may initiate a price adjustment in the event of falling prices. City shall notify Vendor at least 60 days' prior to the date the price adjustment is to take effect.

#### Insurance.

Prior to the commencement of purchase and delivery of shuttle buses under this Agreement, CONTRACTOR must provide a completed Certificate(s) of Insurance to CITY's Building and Equipment Services Department (BESD). The certificate must be:

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

Certificates may be mailed or sent via email, directly from the insurer's authorized representative. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by CITY'S BESD. 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*	For <u>Bodily Injury</u> and <u>Property Damage</u> 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	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> 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: BESD  
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 Form

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

Attachment D – Certificate of Interested Parties (Form 1295)

Attachment E – Working with COSA

## 006 - GENERAL TERMS & CONDITIONS

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

### Delivery of Goods/Services.

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

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

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

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

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not 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.

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

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

### Invoicing and Payment.

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

**accounts.payable@sanantonio.gov**

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, THE CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAYS SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

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

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

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished must be in writing and conform to the requirements of City Ordinance 2011-12-08-1014, as hereafter amended.

Any other change will require approval of the City Council, City of San Antonio.

Changes that do not involve an increase in contract price may be made by the Director.

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

## Termination.

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

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

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

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

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

## INDEMNIFICATION.

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

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

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

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter,



book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

#### Records Retention.

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

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

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

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 bid and any resulting contract. Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

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

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

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

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants, or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification, or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed

in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

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

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

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

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

**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, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent Vendor as a result of this contract.

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

Entire Agreement. This contract, including City's final electronically posted online version, together with its authorizing ordinance and its price schedule(s), 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 Change Order provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.**

**007 - SIGNATURE PAGE**

By submitting a bid, Bidder represents that:

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

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

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

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

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

Bidder Information:

Please Print or Type:  
Bidder 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.: 6100017658 FY 2024 ADA Passenger Shuttle Buses

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

## 008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

009 - ATTACHMENTS

**ATTACHMENT A: PRICE SCHEDULE– REVISION 1, DATED JANUARY 22, 2024**

**Local Preference Program (LPP) Ordinance**

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

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

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

**ITEM PRICING**

ITEM	QUANTITY	DESCRIPTION
1	Up to 3	Gasoline Powered 21 Passenger Shuttle Bus with Wheelchair Access

PRICE EACH: \$ \_\_\_\_\_

TOTAL: \$ \_\_\_\_\_

YEAR, MAKE & MODEL OF BUS OFFERED:

\_\_\_\_\_

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

\_\_\_\_\_

TRANSMISSION OFFERED:

\_\_\_\_\_

WARRANTY:

\_\_\_\_\_

WARRANTY SERVICE PROVIDER FACILITY NAME:

\_\_\_\_\_

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

\_\_\_\_\_

DELIVERY WILL BE MADE WITHIN \_\_\_\_\_ CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE FOR YEAR MODEL OFFERED: \_\_\_\_\_

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: \_\_\_\_\_.

BID PRICES SHALL REMAIN FIRM FOR ALL ORDERS PLACED PRIOR TO THIS CUT OFF DATE. IN THE EVENT THAT CITY DOES NOT AWARD A CONTRACT PRIOR TO PRODUCTION CUT OFF DATE, CAN BIDDER PROVIDE BID ITEMS, AT THE BID PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF DATE? (YES/NO) \_\_\_\_\_

ITEM

QUANTITY

DESCRIPTION

2

Up to 3

**Electric Powered 21 Passenger Shuttle Bus  
with Wheelchair Access – Alternative for Bid Item 1**

PRICE EACH: \$ \_\_\_\_\_

TOTAL: \$ \_\_\_\_\_

YEAR, MAKE & MODEL OF BUS OFFERED:

\_\_\_\_\_

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

\_\_\_\_\_

TRANSMISSION OFFERED:

\_\_\_\_\_

WARRANTY:

\_\_\_\_\_

WARRANTY SERVICE PROVIDER FACILITY NAME:

\_\_\_\_\_

\_\_\_\_\_

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

DELIVERY WILL BE MADE WITHIN \_\_\_\_\_ CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE FOR YEAR MODEL OFFERED: \_\_\_\_\_

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: \_\_\_\_\_.

BID PRICES SHALL REMAIN FIRM FOR ALL ORDERS PLACED PRIOR TO THIS CUT OFF DATE. IN THE EVENT THAT CITY DOES NOT AWARD A CONTRACT PRIOR TO PRODUCTION CUT OFF DATE, CAN BIDDER PROVIDE BID ITEMS, AT THE BID PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF DATE? (YES/NO) \_\_\_\_\_

PROMPT PAYMENT DISCOUNT: \_\_\_\_\_% \_\_\_\_\_ DAYS. (IF NO DISCOUNT IS OFFERED, NET 30 WILL APPLY.)