

ORDINANCE 2022-05-19-0347

APPROVING A CONTRACT WITH DOGGETT FREIGHTLINER OF SOUTH TEXAS, LLC, TO PROVIDE THE CITY OF SAN ANTONIO FIRE DEPARTMENT AND OFFICE OF EMERGENCY MANAGEMENT WITH ONE HAZMAT SPILL RESPONSE VEHICLE FOR A TOTAL COST OF \$226,960.00. FUNDING IS AVAILABLE FROM THE 2021 URBAN AREA SECURITY INITIATIVE (UASI) LAW ENFORCEMENT REGIONAL RESPONSE PROJECT, HOMELAND SECURITY GRANT PROGRAM AWARDED BY THE U.S. DEPARTMENT OF HOMELAND SECURITY / FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).

\* \* \* \* \*

WHEREAS, bids were submitted to provide the City of San Antonio Fire Department and Office of Emergency Management with one hazardous materials (HAZMAT) spill response vehicle; and

WHEREAS, this vehicle has the capability to respond to natural and manmade disasters, as well as provide assistance to regional calls for assistance to support initiatives by the U.S. Department of Homeland Security / Federal Emergency Management Agency (FEMA); and

WHEREAS, Doggett Freightliner of South Texas, LLC, submitted the low bid for a total cost of \$226,960.00; and

WHEREAS, funding is available from the 2021 Urban Area Security Initiative (UASI) Law Enforcement Regional Response Project, Homeland Security Grant Program awarded by the U.S. Department of Homeland Security / FEMA; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The bid submitted by Doggett Freightliner of South Texas, LLC, to provide the City of San Antonio Fire Department and Office of Emergency Management with one HAZMAT spill response vehicle for a total cost of \$226,960.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of the bid tabulation and contract is attached hereto and incorporated herein for all purposes as **Exhibit I**.


**SECTION 2.** Current funding for this ordinance in the amount of \$226,960.00 is available in Internal Order 120000000221, GL 5701080, and Fund 2205620030 entitled "2021 UASI" for a total amount of \$226,960.00.

**SECTION 3.** Payment not to exceed \$226,960.00 is authorized to Doggett Freightliner of South Texas, LLC, and should be encumbered with a purchase order.

**SECTION 4.** The financial allocations in this ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP-Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this ordinance.

**SECTION 5.** This ordinance is effective immediately upon passage by eight or more affirmative votes; otherwise, it is effective on the tenth day after passage.

**PASSED and APPROVED this 19<sup>th</sup> day of May, 2022.**



M A Y O R  
Ron Nirenberg

**ATTEST:**

**APPROVED AS TO FORM:**



Debbie Racca-Sittre, City Clerk



Andrew Segovia, City Attorney



## City of San Antonio

### City Council Meeting May 19, 2022

6.

2022-05-19-0347

Ordinance approving a contract with Doggett Freightliner of South Texas, LLC, to provide the City of San Antonio Fire Department and Office of Emergency Management with one Hazmat Spill Response Vehicle for a total cost of \$226,960.00. Funding is available from the 2021 Urban Area Security Initiative (UASI) Law Enforcement Regional Response Project, Homeland Security Grant Program awarded by the U.S. Department of Homeland Security Federal Emergency Management Agency (FEMA). [Ben Gorzell Jr., Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance]

Councilmember Courage moved to Approve on the Consent Agenda. Councilmember Viagran seconded the motion. The motion by the following vote:

**Aye:** Nirenberg, Bravo, McKeeRodriguez, Viagran, Castillo, Sandoval, Pelaez, Courage

**Absent:** Rocha Garcia, Cabello Havrda, Perry

LC  
05/19/22  
Item No. 6

# Exhibit I



**City of San Antonio  
Bid Tabulation**

**Exhibit I**

**Local**

Opened: April 06, 2022 For: SAFD/EOC-Purchase of Hazmat Spill Truck		Doggett Freightliner of South Texas, LLC 8700 IH-10 East Converse, TX 78109 (210) 277-4373	
6100015142		CD	
Item	Description	Quantity	
1	Customized Hazmat Spill Truck		
	List Price per Each	1	\$226,960.00
	Year, Make & Model Offered:		2024 Freightliner M2-112 Crew Cab
	Specific Make & Model of Engine Offered		Detroit Diesel-DD13 410HP 1550 lb.ft. of torque with Fire and Emergency Emissions System
	Transmission Offered:		Allison 4000EVS Transmission
	Warranty:		1 Year -Unlimited Miles
	Warranty Service Provider Facility Name:		Doggett Freightliner of South Texas, LLC
	Warranty Service Provider Facility Address:		8700 IH East Converse, TX 78109
	Delivery		330-420 calendar days
	Production Cut-Off Date:		10/31/2022
	Last day that the City can place orders under this contract without missing the production cut-off date:		10/31/2022
	Can bidder provide the items, at the bid price submitted, after the production cut-off date?		No
	Payment Terms		Net 30
	Total		\$226,960.00
	<b>Total Award</b>		<b>\$226,960.00</b>



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

FORMAL INVITATION FOR BID ("IFB") NO.: 6100015142

SAFD/EOC - PURCHASE OF HAZMAT SPILL TRUCK

Date Issued: MARCH 07, 2022

**BIDS MUST BE RECEIVED NO LATER THAN:  
2:00 P.M., CENTRAL TIME, APRIL 06, 2022**

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 MARCH 14 at 1:00 P.M. Central Time. The Pre-Bid Conference will be held via WebEx meeting. Prospective Respondents may join the WebEx using the following instructions:

Join from the meeting link

<https://sanantonio.webex.com/sanantonio/j.php?MTID=m3a22ae2704aad801355d4bd9900601b4>

Join by phone +1-415-655-0001 US Toll +1-904-900-2303 United States Toll (Jacksonville)

Join by meeting number

Meeting number (access code): 2454 414 8819

Meeting password: COSA22

Staff Contact Person: Christine Davis, Procurement Specialist II,  
Email: [Christine.davis@sanantonio.gov](mailto:Christine.davis@sanantonio.gov)

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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 is Ms. Barbara Patton, who may be reached via telephone at (210) 207-3592 or through e-mail at [Barbara.Patton@sanantonio.gov](mailto:Barbara.Patton@sanantonio.gov). Bidders and/or their agents may contact Ms. Patton at any time prior to the due date for submission of bids. Contacting her or her 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 point of 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** (US Toll-free Dial-In)

Meeting number (access code):

**177 587 8554**

Meeting password: **COSA**

Join Online:

**Meeting Link:**

<https://sanantonio.webex.com/sanantonio/j.php?MTID=m41d5119704e3481396f56b1b579ca38f>

### 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.

## **CERTIFICATE OF INTERESTED PARTIES (FORM 1295)**

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

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

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

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

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

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

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

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

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

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

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



## 004- SPECIFICATIONS / SCOPE OF SERVICES

- 4.1 SCOPE:** The City of San Antonio and the San Antonio Fire Department is adding a crew cab box truck to the Fire Department Fleet. This truck will be used for the City's Type I Hazmat Team. This vehicle will be used to respond to a CBRNE terrorist attack to establish a safe perimeter and then to begin testing and decontaminate the scene. This is a turnkey unit that shall be complete with emergency response lighting. This vehicle shall be funded using Homeland Security – Urban Areas Security Initiative grant funds and may be subject to additional reporting requirements, which may require regular production status / updates should vehicle delivery become unavoidably delayed.

Also included are supplemental specifications for vehicle make-ready, including light bar, sirens, and console controls. This contract is for a turn-key complete vehicle with the specifications provided herein. This vehicle will be used exclusively by uniformed personnel for direct public safety initiatives. This contract shall be awarded to one vendor.

- 4.2 GENERAL CONDITIONS:** The following general conditions will apply to all items within this bid unless specifically excluded within any item.

- 4.2.1** City of San Antonio reserves the right to increase or decrease quantity of vehicles being purchased up to the production "cut-off" date submitted on the bid for the particular item, depending on availability of funds. Prices may not be increased during this period; however, the City should benefit from any price decrease. Additional units may be purchased on an "as needed" basis. Vendor is required to notify the City of all production "cut-off" dates necessary for order submission. Vehicles must be year model 2022, or the chassis is new and manufactured within the last 12 months.

- 4.2.2** All components shall be new, unused, standard production model, and equipment is to be 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 herein. 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.

- 4.2.3** All items bid must include the maximum standard manufacturer's warranty available, including both parts and labor, for all components and attachments. All warranties must be for a minimum period of twelve months. The warranty shall begin on the date the vehicle is placed in service, not on the delivery date. Vendor shall attach a copy of the manufacturer's warranty to Vendor's bid. City will notify Vendor by letter of the in-service date for each item by serial number. Such parts and service must be available within Bexar County from and by a factory authorized dealer. Bids submitted by dealers located outside Bexar County will include a signed agreement with a factory authorized dealer located within Bexar County, providing warranty, parts and service for items bid.

- 4.2.4** 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, BLDG 6 – Gate 5  
San Antonio, TX 78220  
Attn: Acquisitions

- 4.2.5** 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 1000 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.

- 4.2.6** Vehicle will be anticipated for quick delivery and a short-guaranteed delivery can be considered. Upon contract award, vendor shall provide written acknowledgement of order placement and supply copy of build sheet and guaranteed delivery date of completed unit. A 30 day or longer delay may cause cancelation of order at ordering departments' discretion. 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.

- 4.2.7** Literature and Equipment Manuals – Vendor shall furnish four complete sets per vehicle type, of the following: Parts Manual, Maintenance Manual, Service Manual, and Operators Manual or USB driver per model of all equipment, accessories, and components. Vendor shall furnish four complete sets of detailed literature and specifications of each



vehicle type upon contract award.

- 4.2.8 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. A Manufacturer's Statement of Origin, vehicle weight slips, Incomplete Vehicle Certificates, and completed TX DMV form 130-U for vehicles with GVWR over 11,000lbs. Omission of any of these items shall delay payment and acceptance.
- 4.2.9 Prebuild/final Meeting: A meeting will be held with the fire department apparatus committee prior to start of any wiring or construction to review and clarify all installations. This will take place at a mutually agreed upon time. Once unit is complete the vendor will schedule a final review of the vehicles prior to delivery. Final review will be performed within seven business days of notification as to not delay delivery.
- 4.2.10 All bodies and components in this bid must be installed in accordance with the appropriate complete Vehicle Data Manual. Certification of compliance must 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) shall not be applied to the vehicle or mounted components. Installation must 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 must 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. Vendor is 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 vehicle.
- 4.2.11 Vehicle must be equipped, at minimum, with the factory air conditioning/heater/defroster (maximum capacity cooling system offered by manufacturer), full headliner, minimum OEM AM/FM radio, integrated wireless phone capabilities, power steering, power ABS brakes, power windows, power door locks, power mirrors and manual tilt steering wheel. All units must be equipped with steering column mounted gear selector, unless otherwise specified. Unit shall have a minimum three keyless remotes (fobs) and shall have a minimum of three sets of keys, unless vehicle utilizes a push button ignition system, then a minimum of three keyless remote fobs are required.
- 4.2.12 Convenience Features: Vehicle shall be equipped with power adjustable steering seats; intermittent wipers; automatic-off headlights, cruise control.
- 4.2.13 Unit shall be equipped with safety equipment as required by the Federal Government. Shall MEET ALL SAFETY STANDARDS AND REQUIREMENTS
- 4.2.14 All accessories and equipment shall be OEM. All equipment provided must be rated by the manufacturer as low emission on all models available.
- 4.2.15 Electrical: Standard duty battery and minimum 150-amp alternator offered by manufacturer for model being bid must be included. All units must be equipped with oil pressure, water temperature, and volt or amp gauges.
- 4.2.16 Vehicle shall be equipped with OEM tinted glass.
- 4.2.17 Vehicle shall have vinyl type bucket front to accommodate console and rear bench seat, along with rubber or carpet delete flooring, unless otherwise specified.
- 4.2.18 Exhaust: Vehicle shall be equipped with stainless steel rear pipe with Plymovent Magnetic Grabber® or City approved equal
- 4.2.19 SILENCE OR ERROR OF SPECIFICATIONS: The apparent omission or error of specification as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practice is to prevail and only the material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the awarded respondent.

4.3	ITEM	QUANTITY	DESCRIPTION
	1	1	Custom Hazmat Spill Truck-Class 6 Crew Cab Box Truck with emergency response lighting

- 4.3.1 **CHASSIS:** Crew Cab white in Color with Fire Service or Rescue and Emergency Services Classification – Model year 2022 or newer

- 4.3.2 ENGINE:** Detroit Diesel Minimum 6 cylinders. Engine must have a minimum output of 400 HP at 1,625 RPM.
- 4.3.3 GVWR:** Minimum 32,000 lbs.
- 4.3.4 TRANSMISSION/ DRIVE:** Allison Automatic EVS Transmission (3000 Minimum).
- 4.3.5 TOP SPEED:** 70 MPH
- 4.3.6 FRONT AXLE/ SUSPENSION:** DETROIT DA-F-12.0-3 (Model 3 12,000# FF1 71.5 KPI/3.74) DROP SINGLE FRONT AXLE with Taper-leaf springs
- 4.3.7 REAR AXLE/ SUSPENSION:** DETROIT DA-RS-23.0 (Model 4 23,000# R-SERIES) SINGLE REAR AXLE with AIRLINER 20,000# REAR SUSPENSION
- 4.3.8 BRAKES:** WABCO 4S/4M Air Brake system with Antilock Brake System
- 4.3.9 EMERGENCY BRAKE:** One valve parking brake system with warning light on dash
- 4.3.10 WHEELS & TIRES:** Tires shall be Michelin brand or City approved equal to meet or exceed minimum gross vehicle weight rating of vehicle, all season road design with minimum speed of 75MPH.
- 4.3.11 FUEL SYSTEM:** Minimum 80-gallon tank capacity and to be certified to run on Ultra Low Sulfur Diesel and be equipped with a Diesel Exhaust Fluid (DEF) tank; 13 gallon minimum. DEF tank gauge must be equipped inside of cab.
- 4.3.12 TOW HOOKS:** Two tow hooks shall be frame mounted and accessible through front bumper
- 4.3.13 LIGHTS:** All marker, brake, tail and turn lights shall be LED type lights.
- 4.3.14 CAB:** Four fully opening regular doors
- 4.3.15 CAB SEATING:** Cab will have FIVE (5) Captain type chairs. Driver and front passenger will be air ride type seats with rear seats being fixed captain chairs. NO SCBA Seats needed. All seats will have dual armrest.
- 4.3.16 SEAT BELT:** All seat belts will be high visibility orange with status indicator light and audible alarm.
- 4.3.17 STEERING WHEEL:** Manually adjustable tilt and telescoping column
- 4.3.18 GAUGES:** In addition to standard gauges, a transmission oil temperature gauge shall be included.
- 4.3.19 AM/FM/Weather Band:** Radio will be furnished and installed in dash including two speakers in front and two in rear of cab.
- 4.3.20 CLIMATE CONTROL:** Cab will be climate controlled with heavy-duty air-conditioning system and heat. All system controls will be within reach of driver and include recirculation.
- 4.3.21 AIR HORNS:** Dual Hadley Air horns shall be installed on the sides of the hood. Air horns shall be activated by horn ring on driver side.
- 4.3.22 MIRRORS:** Door mounted west coast mirrors on each side. Power adjustable from reach of driver.
- 4.3.23 EXHAUST:** Horizontal exhaust shall terminate to passenger side just behind start of body. Exhaust will have Plymovent Magnetic tip routed to passenger side of apparatus.
- 4.3.24 BOX TRUCK DIMENSIONS:**
  - 4.3.24.1 BOX LENGTH:** 26 feet
  - 4.3.24.2 BOX HEIGHT:** 91 Inches



- 4.3.24.3 BOX WIDTH:** 102 Inches
- 4.3.24.4 FLOOR:** 1 1/8" inch laminated hardwood floor
- 4.3.24.5 REAR DOOR:** Whiting Premium Overhead Door with 1-1/2" track brackets 85" tall x 94" wide clearance.
- 4.3.25 SIDE DOOR:** 36"x78" Single Swing Style Door on passenger side midway between rear axle and front of box with anti-slip step recessed into box body.
- 4.3.26 INTERIOR WALLS:** 3/8" Plywood Lining full sides
- 4.3.27 UNDERBODY TOOLBOXES:** All space in front of rear axle shall have underbody tool boxes. Boxes shall be water resistant. Passenger side will be smaller to take into consideration the steps for side entry door.
- 4.3.28 E-TRACKS/ WOODEN SLATS:** Inside box must be equipped with 3 sets of E-Tracks and wooden slats on each side to secure cargo from shift during transport. Locate at 36", 48" and 60" up from floor.
- 4.3.29 CORNER CAPS / RADIUS:** Shall be constructed of rounded aluminum.
- 4.3.30 ROOF:** Roof must be .032 aluminum sheet roof bows on 24" inch centers.
- 4.3.31 SIDING:** Box exterior material must be .040 aluminum sheets pre-painted red to match chassis.
- 4.3.32 INTERIOR LIGHTS:** Grote Model 61E61 18 Diode lights in two rows of two evenly spaced from front to back of body for total of 16 lights. Two switches should be provided, one by side entry door and one by rear entry door.
- 4.3.33 LIFT GATE:** "Rail Lift" Gate - #89-30EA55 + 12"AL 3000 LB Capacity Aluminum Platform. Lift Gate shall include special option AA to provide 95" x 70" + 12" Aluminum platform. Lift gate will have split cart stop option. Integrated brake/tail/turn will be LED Model.
- 4.3.34 LIFT GATE POWER SWITCH:** An on/off illuminating toggle switch will be mounted in the cab to identify the power for lift gate operation. Gate will have dual control including one fixed and one pendant control.
- 4.3.35 SAFETY:** Vehicle must have an audible back up alarm
- 4.3.36 BACK UP CAMERA:** A safety vision brand backup camera with screen located in the cab activated by switch or anytime vehicle is placed in reverse. Screen shall be mounted to ceiling of truck with normal vision of the driver

#### **EMERGENCY UPFITTING:**

- 4.3.37 PREBUILD MEETING:** A meeting will be held with vendor and San Antonio Fire Department representative(s) prior to installing any emergency upfitting to verify all emergency vehicle upfitting including location of warning and scene lights. The location and time and location should be mutually agreed upon. This does not include any pre-bid meeting(s).
- 4.3.38 CONSOLE:** Between the front bucket seats will be an aluminum or poly type console as approved at preconstruction. This console will be large enough to mount mobile data terminal, two radios as well as have no less than two map book holders large enough to hold standard 3" Binders. Additional storage in console is preferred as will be approved at preconstruct. Center console should also have a 12-volt power stud and ground stud inside. This is to connect future 12-volt items. Console will also contain a circuit connected to an ignition solenoid sufficient to power the Cencom Core system.  
Suggested Model: Frazer Bilt six slot console with map book holders (SAFD Model)

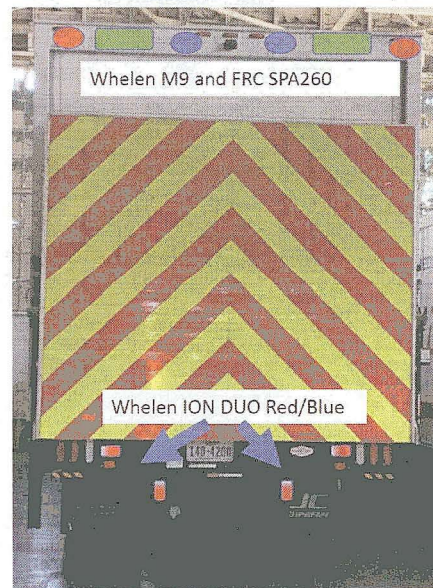
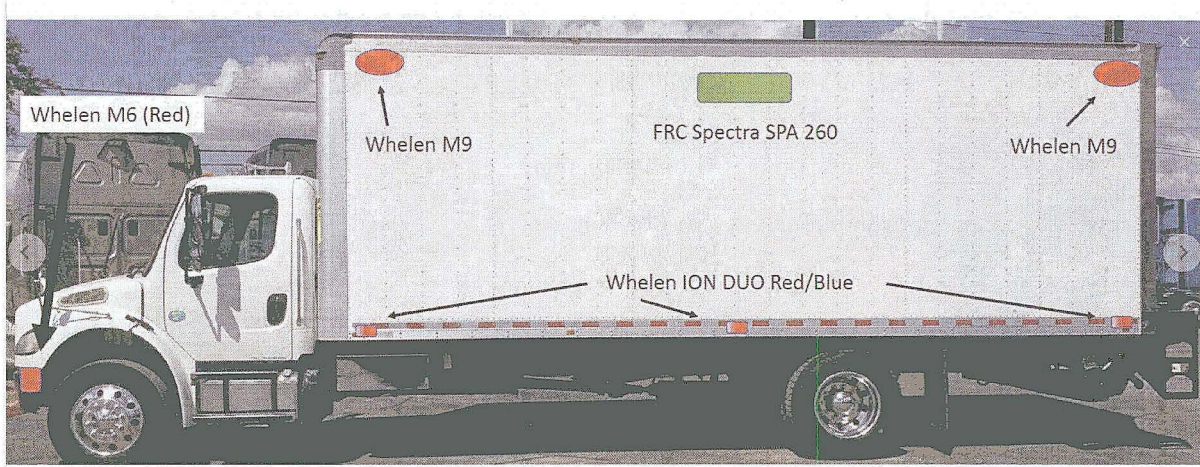
#### **EMERGENCY LIGHTING:**

- 4.3.39 GENERAL:** All Emergency lighting will be clear lenses with colored LEDs unless otherwise stated. Diagram is general layout and for reference only.
- 4.3.40 EMERGENCY LIGHT SWITCHES:** Emergency lighting will be controlled with a Whelen Cencom Core System, or City approved equal. The system head will be a Whelen CCTL6. SAFD Representative will determine the



configuration slide switch and each button.

- 4.3.41 FORWARD FACING:** Whelen M6 (4 total) on Grill of Chassis, two red upper, two blue lower. Front corner of box will have Whelen M9 red in highest and widest corner of box. On front of body will also have seven Whelen Rotobeam 6RB\*C. Four will be red in color and three will be blue all with clear lenses.
- 4.3.42 SIDE WARNING:** Each side of box will have Whelen M9 (Red) in upper corners. Along lower side of box will be three Whelen ION T Duo Red/Blue (TLI2J) with clear lenses, one at front, one at middle and one at rear.
- 4.3.43 REAR WARNING:** The rear of the box will have four Whelen M6 across the top above the roll up door. Two red on corner and two blue spaced evenly between. Below lift gate just inside of B/T/T lights on each side will be a Whelen ION T Duo (red/blue) and on vertical bar below lift gate an additional set of Whelen ION T Duo (red/blue) for a total of 4 Whelen TLI2J.



- 4.3.44 SIREN:** Siren will be integrated into Whelen Cencom Core System
- 4.3.45 SPEAKERS:** Two Whelen SA31101 Speakers will be mounted on the lower side of the front bumper
- 4.3.46 SCENE LIGHTS:** Each Side of box will have two Fire Research Corporation (FRC) SPA260-Q20 in evenly spaced from the middle of box as high as possible. The rear of truck will have two FRC SPA260-Q20 lights between the middle of the upper warning lights. Each side and rear will be switched individually on CCTL6 Control Head. (3 Switches)



**4.3.47 GROUND LIGHTS:** Under each entry door to the cab and the side entry body door will be a 20" Luma-Bar H20 High output ground light. Under the rear of the truck will be two 20" Luma-Bar H20 High output ground lights. All ground lights will be activated when parking brake is set and parking lights are activated. These lights will be positioned to lite the walking surface up to the vehicle. Any steps that are not lighted will also have some type of LED light to provide illumination in night time activities.

**4.3.48 BATTERY CHARGER:** One Blue Sea 20A Battery Charger Model 7608 will be installed in cab against back wall towards drivers side. This will be plugged into a duplex plug (inside) that will be wired to a Blue Sea Sure Eject Model 7851 on exterior near driver side crew cab door.

**4.3.49 GRAPHICS:** All graphics will be 3M reflective material. (Pictures are for reference and illustrative purposes only.) San Antonio Fire Department personnel shall approve all design for graphics prior to cutting or installing.

**REAR:** Bottom of liftgate will have 3M Diamond Grade reverse chevron in lemon yellow and ruby red. Middle of chevron will be a San Antonio Fire Department Shield

**SIDES:** Each side will have a RED reflective 1-6-1 stripe down entire side. Each front door will have the San Antonio Fire Department door shield and each crew cab door will have "SPILL 34". On each side of the body will have "San Antonio" "Hazardous Materials Response Team" in Red with the HazMat logo on the side.

**FRONT:** Below the emergency lights on the box will have "SAFD Hazmat"

**UNIT ID:** Each Front fender and on rear of vehicle (tbd) will have the six-digit unit ID number



## 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 damages 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.

### Insurance.

Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department - Purchasing Division, which shall be clearly labeled "SAFD/EOC PURCHASE OF HAZMAT SPILL TRUCK" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Finance Department - Purchasing Division. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

A Vendor's financial integrity is of interest to City; therefore, subject to Vendor's right to maintain reasonable deductibles in such amounts as are approved by City, Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension here of, at Vendor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized 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:



<b>ISURANCE TYPE</b>	<b>LIMITS</b>
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability e. Independent Contractors f. Damage to property rented by you	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage must be on a per project aggregate.
*4. Professional Liability	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.
5. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.

Vendor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Vendor herein and provide a certificate of insurance and endorsement that names Vendor and City as additional insureds. Vendor shall provide City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

As they apply to the limits required by City, City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Vendor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Vendor shall pay any costs incurred resulting from said changes.

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

Vendor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

Name City, 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, with the exception of the workers' compensation and professional liability policies;

Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where City is an additional insured shown on the policy;

Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of City; and

Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Vendor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Vendor's performance



should there be a lapse in coverage at any time during this contract. 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 Vendor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, City shall have the right to order Vendor to stop work hereunder, and/ or withhold any payment(s) which become due to Vendor hereunder until Vendor demonstrates compliance with the requirements hereof.

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

It is agreed that Vendor'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.

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

Vendor and any subcontractors are responsible for all damage to their own equipment and/or property.

#### FEDERAL GRANT FUNDING PROVISIONS

2 CFR Part 200, entitled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Rules), Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Texas Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above and the Federal Emergency Management Agency's (FEMA's) Procurement Under Grants Conducted Under Exigent or Emergency Circumstances guidance are hereby incorporated by reference.

#### Clean Air Act & Federal Water Pollution Control Act Contract Clause

Clean Air Act & Federal Water Pollution Control Act - (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§1251-1387), as amended. Contractor agrees to report each violation to the City and understands that the City will, in turn, report each violation as required to the federal agency providing funds for this contract and the appropriate EPA Regional Office. (2) Contractor agrees to include these requirements in each subcontract to this contract exceeding \$150,000 financed in whole or in part with federal funds.

#### Suspension and Debarment Contract Clause

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

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

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

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

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



compliance in its lower tier covered transactions.

#### Certification Regarding Lobbying Contract Clause.

By submitting a bid, Bidder certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

#### Procurement Of Recovered Materials Contract Clause

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

Additional Federal Emergency Management Agency (FEMA) Requirements. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires the following, which are hereby added as follows:

1. Access to Records. The following access to records requirements apply to this contract:
  - a. Vendor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  - b. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - c. Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
  - d. In compliance with the Disaster Recovery Act of 2018, the City and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
2. U.S. Department of Homeland Security (DHS) Seal, Logo, and Flags. Vendor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
3. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Agreement. Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
4. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Vendor, or any other party pertaining to any matter resulting from this Agreement.
5. Program Fraud and False or Fraudulent Statements or Related Acts. City as a potential recipient of federal funds, must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions



pertaining to this contract.

STATE GRANT FUNDING REQUIRED AUDITING PROVISION.

Contractor agrees: (1) the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under this contract; (2) acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds; and (3) under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

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	Local Preference Program Ordinance	INCLUDED IN THIS DOCUMENT
ATTACHMENT B	PRICE SCHEDULE	INCLUDED IN THIS DOCUMENT
ATTACHMENT C	CITY OF SAN ANTONIO LOCAL PREFERENCE PROGRAM LANGUAGE AND FORM	INCLUDED AS A SEPARATE DOCUMENT
ATTACHMENT D	VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM TRACKING FORM	INCLUDED AS A SEPARATE DOCUMENT

## 006 - GENERAL TERMS & CONDITIONS

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

### Delivery of Goods/Services.

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

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

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

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

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

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

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

### Invoicing and Payment.

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

[accounts.payable@sanantoio.gov](mailto:accounts.payable@sanantoio.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.

City shall pay Vendor for conforming goods delivered and services provided prior to the date of termination, offset by any amounts due and owing from Vendor to City.

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

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

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

007 - SIGNATURE PAGE

By submitting 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: Doggett Freightliner of South Texas, LLC

Please Print or Type: 8700 IH 10 East, Converse Texas 78109  
Bidder Information:

Please Print or Type:

Vendor ID No.: V1045102

Signer's Name: Mike Crockett

Name of Business: Doggett Freightliner of South Texas, LLC

Street Address: 8700 IH 10 East

City, State, Zip Code: Converse, Texas 78109

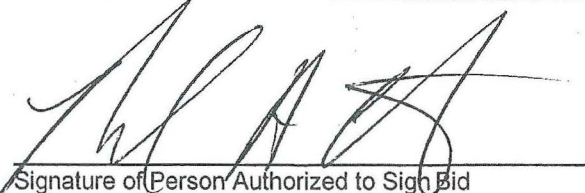
Email Address: mike.crockett@doggett.com

Telephone No.: 210-277-4373

Fax No.: 210-661-0289

6100015142

Solicitation No.:

  
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, whether hard copy or 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  
**Local Preference Program (LPP) Ordinance**

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

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

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

ATTACHMENT B  
**Price Schedule**

ITEM	QUANTITY	DESCRIPTION
1	1 Each	Customized Hazmat Spill Truck

PRICE EACH: \$ 226,960.00

TOTAL: \$ 226,960.00

YEAR, MAKE & MODEL OFFERED:

2024 Freightliner M2-112 Crew Cab

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

Detroit Diesel - DD13 410HP / 1550 lb. ft. of torque with Fire and Emergency emissions system

TRANSMISSION OFFERED:

Allison 4000EVS transmission

WARRANTY:

1 year - unlimited miles

WARRANTY SERVICE PROVIDER FACILITY NAME:

Doggett Freightliner of South Texas, LLC

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

8700 IH 10 East, Converse Texas 78109

DELIVERY WILL BE MADE WITHIN 330-420 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: 10/31/2022

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 10/31/2022

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) NO

PROMPT PAYMENT DISCOUNT: 0 % 0 DAYS. (IF NO DISCOUNT IS OFFERED, NET 30 WILL APPLY.)