



CITY OF SAN ANTONIO
Finance Department – Purchasing Division

FORMAL REQUEST FOR OFFER (“RFO”) NO.: 6100015814

SAFD|EOC-PURCHASE OF URBAN COMMAND VEHICLE

Date Issued: JULY 27, 2022

RESPONSES MUST BE RECEIVED NO LATER THAN:
10:00 AM, CT., JULY 29, 2022

Responses may be submitted by any of the following means:
Electronic submission through the Portal
Electronic submission by e-mail

Offer submissions will only be accepted electronically

Pre-Submittal Conference * NO

* If YES, the Pre-Submittal conference will be held on N/A at N/A at N/A.

Staff Contact Person:

CHRISTINE DAVIS
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Submission of Offers.

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

Submission of Offers by Email. Submit one document by email to the Staff Contact Person, by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected.

Modified Offers. Offers may be modified provided such modifications are received prior to the time and date set for submission of offers, and submitted in the same manner as original offers. For electronic offers submitted through the portal, a modified offer will automatically replace a prior offer submission. See below for information on submitting Alternate Offers.

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

For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes. Offers sent by email must be a PDF document reflecting a manual signature.

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

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

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

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

Email Alternate Offers. Alternate offers submitted by email must include a cover letter identifying the submission as an alternate offer. Each alternate offer must be designated as Alternate Offer No. 1, 2, etc. Failure to follow instructions may result in rejection of an offer.

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

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

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

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

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

Restrictions on Communication.

Offerors are prohibited from communicating with: 1) City officials as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFO or offers from the time the RFO has been released until the contract is posted for consideration as a City Council agenda item during a meeting designated as an "A" session; and 2) City employees from the time the RFO has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the restrictions on communication with City employees include:

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

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before three business days to the date offers 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.

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

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Offerors are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received prior to the conference may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. Call the Staff Contact Person for information on the location of the wheelchair accessible entrance, or to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

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

Changes to RFO.

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

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

Preparation of Offers.

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

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

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

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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

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

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

Rejection of Offers.

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

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

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

The offer is conditional; or

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

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

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

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Written notice of withdrawal shall be provided to the Staff Contact Person for offers submitted via email. Offers submitted electronically may be withdrawn electronically.

Evaluation and Award of Contract.

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

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

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

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

Prompt Payment Discount.

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

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

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

Prohibited Financial Interest.

The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in §§ 2-42 and 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 proposal, Respondent warrants and certifies, and a contract awarded pursuant to this RFO is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City.

State of Texas Conflict of Interest.

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

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

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

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

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

<http://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>

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 bid. The Purchasing Division will not deliver the forms to the City Clerk for you.

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.0 Scope: The City of San Antonio is soliciting an offer for the purchase of a specialty 10 foot Frazer Bilt brand Urban Command Vehicle that is mounted on a Class 5 2022 Ram 4500 SLT 4x4 Crew Cab and chassis, with exterior access compartments on the left and right sides. This vehicle shall be used by the San Antonio Fire Department, as a Medical Special operations Command Vehicle both locally and as part of an interagency effort to support of regional emergency preparedness and rescue.

4.1 Applicable Standards: All bodies and components in this bid will be installed in accordance with the current chassis manufacturer recommendations. Awarded vendor must hold a franchised dealer's license in accordance with Texas Occupations Code Section 2301.252.

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 Equipment shall be manufacturer's latest design, standard production model and shall have been manufactured within the last 12 months from the date of delivery to City. All components shall be installed new, unused, and shall be manufacturer's standard equipment unless otherwise specified or replaced herein.
- 4.2.2 **Conformity Of Units And Parts:** To the extent possible units and parts must be interchangeable with Frazier™ Bilt brand bodies also purchased by the City of San Antonio Fire Department. All units or parts not specified will be the vendor's standard units or parts and will conform in material, design or workmanship to the best practice known in the automotive industry. All parts will be new and in no case, will used, reconditioned or obsolete parts be accepted. Any one part used will be an exact duplicate in manufacture, design and construction in all units delivered as part of this bid. Equipment throughout vehicle will be installed so that it will be interchangeable among any other like vehicle purchased by the City of San Antonio Fire Department.
- 4.2.3 **Omission Of Details:** No advantage will be taken by the manufacturer in the omission of any parts or details which make the vehicle complete and ready for service even though such parts or details are not mentioned in these specifications. All units or parts not herein specified will be the manufacturer's standard units.
- 4.2.4 **Brand Names:** The supplier is responsible for notifying the City of San Antonio of any inappropriate brand name, component and/or equipment that may be called for in these specifications, and to propose a suitable replacement for consideration prior to submission of bid.
- 4.2.5 **Manufacturer's Statement of Origin (MSO)** showing manufacture within the last 12 calendar months, and completed pre-delivery checklists will be required at delivery. Equipment offered under the below listed specifications will be considered unacceptable if, for any reason, the equipment's, or major component's, long term availability on the U.S. market, or in the local area, is in doubt. All equipment will conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, subassemblies and component parts to be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The equipment furnished must conform to ANSI Safety Standard Z245.1-1999.
- 4.2.6 **Warranty And Responsibility For Materials And Accessories:** Equipment must include the maximum standard manufacturer's warranty on all components, with parts and service included. All components, parts and service shall include, as a minimum, a one year unlimited mileage/hours warranty. The vehicle body warranty must be 15 years or greater. All warranty times shall start the date the vehicle is placed in service as determined by the City, not on the delivery date. The dealer will be notified by letter of the in-service date of each vehicle by serial number. Vendor shall fully explain the warranty by attaching separate, authenticated correspondence or entering such information in the remarks section of this bid. Warranty, reliability, and replacement captive parts costs and availability shall be a consideration in award of this bid. Warranty parts and service must be available within 50 mile radius of San Antonio City Hall from and by a factory-authorized dealer (NO EXCEPTIONS). In the event that a unit purchased from a vendor requires transportation outside of Bexar County for a repair covered under warranty, that vendor shall be responsible for paying for all cost associated with the transportation to and from the warranty repair facility. If the vendor chooses to travel to inspect the unit to determine if the repair needed is covered under warranty, all expenses shall be paid for by the vendor. All warranty repairs must be

completed within three (3) business days from the date equipment is delivered to the vendor unless otherwise approved by the appropriate City of San Antonio BESD Fleet Operations Manager or designee. Bidders must certify that all repairs needed after the warranty period will be available within 50 mile radius of San Antonio City Hall.

- 4.2.7 Locations Of Nearest Parts Depot And Technical Service Representative: The awarded vendor will provide the name(s) and location(s) of technical service and parts representative responsible for assisting the City, as well as the location of the nearest depot which will furnish a complete supply of parts and components for the repair and maintenance of the vehicle to be supplied. The City of San Antonio reserves the right to require the vendor to provide a qualified mechanic technician to the San Antonio Fire Department Shop at any time during the warranty period at the vendor's expense, until the City of San Antonio is satisfied with the repair product. An authorized repair center working directly for successful bidder must be within a 200-mile radius of the City of San Antonio. If service center is a contracted service center, a copy of the contract shall be provided to the City.
- 4.2.8 Parts: All body parts will be standard items and will be available for repair or replacement within forty-eight (48) hours upon notification from City. Body builder will stock, or have available for immediate replacement, all parts of body as listed in parts manual.
- 4.2.9 Descriptive Materials And Photographs: Awarded vendor will furnish descriptive materials such as plans, drawings, photographs, diagrams, illustrations, written descriptions and manufacturer's literature which will enable the San Antonio Fire Department to determine the exact quality, design and appearance the vendor proposes to furnish. All equipment listed or shown in the manufacturer's literature, drawings and photographs are to be furnished if requested.
- 4.2.10 Pre-Construction Conference: Vendor shall schedule a pre-construction conference at the location the vehicle body shall be manufactured with the Vendor and representatives of the City of San Antonio Fire Department (SAFD) at a mutually agreed upon date and time. Attendance by vendor may be by telephone conference, in person, or online if such amenities are available; however, attendance by vendor is mandatory. This conference will be held before any metal is bent or sheared (NO EXCEPTIONS). Cost of travel, lodging and meals for this conference for City personnel will be provided by the City. Vendor may provide any part of financing for travel, meals or lodging at their discretion.
- 4.2.11 Inspection Trips Pre-Delivery: There shall be at minimum two inspection trips made by representatives of the City of San Antonio Fire Department to the location where the vehicle body is being manufactured. A minimum of one trip shall be made while vehicle is in a state of construction that allows a view of all welding and extrusions, compartment dimensions, wiring and intended insulation. Shelving shall be available for inspection, but not installed. Body already been mounted to the chassis. A final completion trip shall be scheduled when the vehicle is ready to be delivered. Any issues found during the completion inspection shall be resolved within 2 weeks for vehicle delivery. Time and date of said trips will be by mutual agreement of Fire Department Specification Committee and Vendor. Cost of travel, lodging and meals for this conference for City personnel will be provided by the City.
- 4.2.12 Equipment shall be inspected, serviced, and adjusted in accordance with manufacturer's recommended pre-delivery checklist, and ready for operation upon delivery.
- 4.2.13 Literature and Equipment Manuals: The supplier shall furnish (2) complete sets per vehicle type, of the following: Parts Manual, Maintenance Manual, Service Manual, and Operators Manual, or (4) USB drives with Parts Manual, Maintenance Manual, Service Manual, and Operators Manual. The supplier shall furnish (4) complete sets of detailed literature and specifications of each vehicle type upon contract award. On-line access of Parts Manual, Maintenance Manual, and Service Manual, and Operators Manual is also acceptable.
- 4.2.14 Training: The City may require operational and maintenance training for equipment. If so, training shall be provided by a qualified instructor and conducted at a designated City facility. The City will not pay any cost incurred by the successful bidder in providing training. Training shall be provided no later than 30 days after the City takes delivery and accepts the new equipment at the specified City facility. Unless otherwise specified, training shall consist of a minimum (1) eight hour day. Payment for new equipment will not be made to successful bidder until training is completed. Operator training shall be coordinated with Fleet Operations staff. For equipment requiring more complex operation the City may require job site operational training that could last multiple days to assure proper machine operation.

- 4.2.15 Demonstrations: The City may request, from selected vendors, a demonstration of proposed equipment. The City is under no obligation to demo all products proposed by vendors. If a demonstration is required, the City's Fleet Operations Manager will contact the vendor to schedule the product demonstration. This request will be considered an integral part of the bid process. Failure to comply may result in the bid being deemed nonresponsive, and therefore, not considered for award. Upon request, the vendor shall have a minimum of five (5) working days to provide and deliver the equipment to a location specified by City for the demonstration. The vendor shall make the equipment available for a minimum of five (5) working days at City's location, but not to exceed ten (10) working days.
- 4.2.16 Evaluation: In the event that a demonstration is required, the equipment will be evaluated to determine if the unit meets the minimum bid specifications at the City's discretion.
- 4.2.17 All prices will be quoted F.O.B., designated City of San Antonio facility. All bids should include complete manufacturer's specifications for each model being bid.
- 4.2.18 Units shall be equipped with OEM, or equal, warning and shut down systems for low oil pressure and or high coolant temperature at a minimum. This requirement applies to all bid line items.
- 4.2.19 The Manufacturer's Statement of Origin (MSO), Dealer Temporary license plates/tags, proper Invoice, Texas State inspection certificate, signed 130U form and State Weight Certificate/slip (for trucks over one ton) are required upon delivery of each vehicle. Any of these missing items will deem the vehicle delivered Not as Specified and will not be processed or accepted vehicle all required paperwork is completed and provided to Fleet Acquisition.
- 4.2.20 All bodies and components in this bid will be installed in accordance with the appropriate complete Vehicle Data Manual. Certification of compliance will be posted on the left door post of the vehicle. Except for manufacturer's data plates (maximum 4" x 6"), vendor's or manufacturer's identifying markings (decals and plates) will not be applied to the vehicle or mounted components. Installation will be completed in compliance with Federal Motor Vehicle Department of Transportation Standards and Texas State Highway requirements. Installation of body and accessories on City furnished vehicles will be accomplished by drilling holes in the frame. Welding on or cutting of frame is not authorized forward of the rear spring hanger or support. Bidders will be responsible for the relocation of any truck components to facilitate installation of the body and equipment. Such relocation must be included as part of the basic bid. No dealership nameplates, markings or decals will be permitted on the vehicles.
- 4.2.21 All vehicles are to be equipped at the factory with air conditioning/heater/defroster, maximum capacity cooling system offered by manufacturer, full headliner minimum OEM AM/FM radio, power steering, power ABS brakes, power mirrors, manual tilt steering wheel and power windows and door locks. Each unit shall have a minimum three (3) sets of keys. Convenience Features: Vehicle shall be equipped with adjustable seats; vinyl flooring and seating, intermittent wipers, cruise control. All lighting shall be LED where available.
- 4.2.22 All units shall be equipped with safety equipment as required by the Federal Government. All units shall MEET ALL SAFETY STANDARDS AND REQUIREMENTS.
- 4.2.32 Any diesel engine being bid must conform to latest NOx EPA and GHG emission standard in effect at the time of offer. Vendor must supply a copy of the latest Emissions Certificate of Conformity for the vehicles bid. Only engines using selective catalytic reduction (SCR) technology will be accepted.

4.3 Delivery and Point of Contact: All deliveries are to be made inside the City limits of San Antonio. Vendor must deliver equipment to the following address: All applicable delivery prices shall be quoted **F.O.B. destination**. Delivery to a non-specified location will result in non-acceptance of products by the City. Vehicles will be accepted 8:00 A.M. to 3:00 P.M. CST. Vehicles with more than 500 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.

Delivery Address:
 City of San Antonio - Southeast Service Center
 1318 SE Loop 410, BLDG 6 – Gate 5
 San Antonio, Texas 78220

4.4 Specifications: Automotive Characteristics

- 4.4.1 Chassis: Chassis provided will be a new 2022 Ram 4500 SLT 4x4 Crew Cab design. The vendor will be responsible as a single source for all warranty work to be performed eliminating any split responsibility with other vendors. The chassis will be designed and manufactured for heavy-duty service, with adequate strength and capacity for the intended load to be sustained and the type of service required.
- 4.4.2 Chassis Upgrade: Vehicle chassis shall be upgraded with an ambulance prep package offered by Ram. This upgrade shall include a 220A alternator, limited slip differential, voltage monitoring and auto idle up control. HVAC taps and fittings for rear HVAC is not required and may be omitted.
- 4.4.3 Chassis Dimensions: Wheelbase shall be a minimum of 173", with a cab to axle measurement that is approximately 60".
- 4.4.4 GVW Rating: Approximately 16,500 lbs.
- 4.4.5 Frame: The chassis frame be built with a minimum of two (2) steel channels bolted to cross members for stability. Side rails shall have a minimum a resisting bending moment (rbm) of 1,800,000in-lb over the critical regions of the frame assembly.
- 4.4.6 Frame Modifications: Drilling, cutting, or welding of any OEM steering or suspension component, including mounting brackets, is unacceptable. RAM suspension components shall not be modified. NO EXCEPTIONS.
- 4.4.7 Engine: The vehicle shall be equipped with a Cummins 6.7L engine that includes a tachometer. A super engine cooler is required to be installed.
- 4.4.8 Transmission: The vehicle shall be a heavy duty automatic 6-speed transmission; with overdrive. Allison brand transmission preferred.
- 4.4.9 Fuel System: This system shall be designed to run on Ultra Low Sulfur Diesel with a tank size that is a minimum of 50 gallons. Capacity label in gallons shall be installed at fuel tank.
- 4.4.10 Fuel Cap: Fuel cap shall be on a tether that will prevent loss of fuel cap. This fuel fill shall be easy flowing with no bends or kinks in the fuel fill hose. The clamps shall be tight with a direct fill to chassis fuel tank.
- 4.4.11 Brakes: Anti-lock 4-wheel disc brakes shall be provided. All components of the braking system will be installed in such a manner as to provide adequate road clearance when traveling on uneven terrain.
- 4.4.12 Axles: The first axle at front shall be rated a minimum of 6,500 lbs. The second axle at the rear shall each be rated a minimum of 9,000 lbs.
- 4.4.13 Wheels And Tires : All season tires LT 235/75R17BSW AS17 shall be provided. A spare tire and wheel assembly will be provided; however they are not required to be mounted on the vehicle. Inner rear wheels valve stem MUST be accessible without removal of outside wheel/tire.
- 4.4.14 Mud Flaps: Vehicle will have plain black (or vendor logos) behind rear tires. Flaps should be of sufficient size to prevent rocks, dirt or mud from being slung to the rear of the vehicle while in motion.
- 4.4.15 Running Boards: Chassis will have ArcRite Running boards traversing the entire length of the cab as to be accessed from either front or rear door of cab. Running boards should have sufficient bracing to prevent excessive flexing to provide a solid surface to step on.
- 4.4.16 Undercarriage: No component of the vehicle subsystems should extend below the bottom of the wheel rims, to ensure, in case of flat tire, that the weight of the vehicle would impose minimum damage to the undercarriage.
- 4.4.17 Exhaust System: The exhaust system shall be constructed of high grade rust resistant materials and protected from damage resulting from travel over rough terrain. The muffler will be constructed of aluminum steel or stainless steel. The exhaust system outlet shall be routed to edge of module just

behind passenger side rear tire. This should be placed close enough to rear tire to prevent damage from elevated departure angles.

- 4.4.18 Bumper: Ram bumper shall be replaced with a black Ranch Hand Legend series bumper that shall be supplied with a receiver hitch. Bumper shall include reinforced plating as applicable for winch mount.
- 4.4.19 Mirrors: The vehicle will be equipped with slide out trailer type mirrors. OEM are acceptable if they meet this criterion.
- 4.4.20 Trailer Hitch: A Master Hitch Brand Class IV 2" receiver will be mounted under the rear of the body. Hitch will be secured to the frame of the chassis to meet or exceed chassis recommendations. Mounted next to hitch will be a seven way trailer harness plug. This plug will be wired to the chassis electrical system including trailer brakes. The plug will be mounted as to be flush with the receiver hitch.
- 4.4.21 Rear Bumper: Rear of module will have aluminum bumper with caps on both driver and passenger side with step in the middle. Each side will have rubber dock style bumpers. The bumper shall be able to be repaired or replaced in at least three pieces and not a single constructed piece. Center section of bumper will have allowances for trailer receiver hitch.
- 4.4.22 Cab And Chassis Finishes: Vehicle shall be painted OEM white or paint code PW7. Vehicle shall be upgraded with chrome package for grill and accessories.

4.5 Specifications: Cab and Accessory Characteristics

- 4.5.1 Cab: The design of the cab shall a full four door truck capable of transporting 1 driver and 4 passengers. Front seating shall be a 40/20/40 design, with standard rear bench seat. There shall be at least one interior grab handle at each door. A tilt telescoping steering column is required.
- 4.5.2 Windshield And Windows: All glass shall come equipped with OEM tint and be safety rated glass. Vehicle shall come equipped with power windows.
- 4.5.3 Instruments And Controls: All gauges and controls shall be back lit and designed to prevent glare. Gauges will be provided for oil pressure, coolant temperature, automatic transmission temperature and other vehicle controls are required. Master warning light controls work light switches, and compartment "Door Open" warning lights shall be conveniently located for the driver.
- 4.5.4 Floor: Vehicle shall be equipped with vinyl flooring; carpet flooring shall not be accepted.
- 4.5.5 Console: A custom-built console will be mounted in the cab. The console will contain all required switches and accommodate additional spare switches. The switches will be easily serviced through an access panel(s). The console will incorporate lighted rocker-type switches, and a "dead-front" status indicator panel. Illumination for provided radio chargers. Provisions for the recessed installation of radio control heads will be included in the control panel to include the radio plates. Storage will be available at rear of console for map book storage. Actual design and dimensions of this console and map box will be approved by City and finalized at the pre-construction conference. Tentative design will include six position console with the following plates:
 - Slot 1 – Single switch panel
 - Slot 2 – Whelen 295SLSA1 (200 Watt) Siren powered from fail safe stud in console
 - Slot 3 – Radio Plate 2398
 - Slot 4 – Traffic Advisor Control Head model TACTL5
 - Slot 5 – Radio Plate 2398
 - Slot 6 – Blank Plate for future use
- 4.5.6 Each side of console will have one Havis Shield model C-ARM-102, or approved substitution bolted on within easy reach of each front seat passenger.
- 4.5.7 Console shall have a RAM standard auxiliary power device with 9mm auxiliary cord input jack will be mounted flush on driver side of console near front top corner.

- 4.5.8 Console will also have one large map box holder affixed to the rear of the console and one set of large cupholder fastened to floor in front on console. Console will have stiffener affixed to console and floor of cab to make the install steady and prevent rattling and loosening.
- 4.5.9 Inside the console will be a set of 12-volt connection powered by the ignition kill switch. This set of studs will also power a 6 circuit BlueSea® fuse block. This will be for future installation of additional electrical and communication equipment.
- 4.5.10 Spotlight: Vendor shall provide one (1) handheld spotlight. The light will be wired to a cigarette style plug. The plug will have an off/on switch located on the plug. The spotlight is to be a minimum 300,000 candlepower light with momentary switch, hold down to light, release to turn off. This light will be shipped loose and placed at in service time.

4.6 Specifications: General Electrical Characteristics

- 4.6.1 Power Source: This unit will not require any auxiliary power. Vendor is not required to furnish a generator or MEPS unit with this vehicle.
- 4.6.2 Fuse Block: All power fuse junction boxes shall be BLUE SEA Systems brand fuse blocks (NO EXCEPTIONS).
- 4.6.3 Shore Power: A 15 amp Blue Sea Sure Eject receptacle shall be installed on the front driver side corner of the body. The shore power will terminate in the driver side over wheel compartment with a duplex straight blade plug. This will provide a termination point for battery charger and conditioner. When shore power is connected a vehicle kill switch will prevent the vehicle from being started until the shore power is removed. This will require no action on the part of the driver.
- 4.6.4 Battery Kill Switch: A battery master switch shall be provided and installed in a location that shall be determined at the pre-construction conference. This switch shall be easily accessible from the driver seat. This switch will isolate the battery from any parasitic load when in the off position.

4.7 Specifications: Body Characteristics

- 4.7.1 Body Construction: The body shall be custom manufactured for the City of San Antonio. The body will be of all aluminum construction and completely modular in design for easy removal and replacement on similar chassis, NO EXCEPTIONS. The body will be constructed with a base frame formed from single piece of .100 aluminum with 3" x 1 1/2" wall tubing structural reinforcements and 3" x .188" wall channel minimum. Length shall be 117" not including any bumpers or emergency lighting. Body shall be not less than 96" wide not including scene lighting or emergency lighting. Body shall be 8' tall not to include antenna or tie down rails. The body shall have three evenly divided doors openings on the left and right side; see COMPARTMENTS.
- 4.7.2 Body will be mounted to frame with mounting plates that meet or exceed chassis manufacturer recommendations. Mounting will NOT interfere with normal suspension travel or chassis provided equipment.
- 4.7.3 Stone Guards: All corners of body shall be covered with treadbrite aluminum diamond plate. This includes surface over wheel well, corners and splash guard for fuel fill. This coverage should be sufficient to protect paint from rocks and debris that may be introduced from normal driving.
- 4.7.4 Fasteners: As much as feasibly possible all fasteners should be nylon lock nut type fasteners. If nylon lock nut is not possible then red Lock Tite should be used.
- 4.7.5 Exterior Tie Downs: Tie downs will be around the top of the module for the securing of items on top such as water rescue boats or crates. This will include all applicable fasteners and spacers.
- 4.7.6 Exterior and Paint: Body shall be painted to match the chassis color (PW7). Paint shall be smooth and free from orange peel, divots or foreign objects in the paint. Paint shall have the same look and sheen as the chassis paint. Any touch up attempted shall have full repair and not simple brush on paint.

- 4.7.7 Exterior Doors: All body doors shall be anodized aluminum Amdor brand roll up doors, or approved equivalent. Doors shall be painted match body color. Any graphics applied to doors will not interfere with the function or protection of the door. Door handles shall be polished chrome. Doors will provide weather tight seals allowing for easy access into the compartments. Doors will have drip pan in place under door roll to prevent excess water and debris from dripping into the compartment. Each door will have a manual lock that will be keyed alike across all roll up doors.
- 4.7.8 Interior Walls: The body interior walls shall be finished to prevent corrosion, rust, and deterioration from routine use. Walls shall be smooth and wipeable with a damp cloth. Applicable seams shall be minimal to prevent dust collection.
- 4.7.9 Interior Roof: Body roof shall be finished to prevent, rust, and deterioration from routine use. Roof shall be smooth and wipeable with a damp cloth.

4.8 Specifications: Compartment Characteristics

- 4.8.1 Left Compartments: There shall be 3 left compartments that can be accessed from the street side: L1, L2, and L3.
 - 4.8.1.1 L1 compartment shall be 52" height, 33" width, and transverse compartment depth. The L1 compartment shall be transverse to allow access through to R1 compartment. See Body – Exterior Doors for construction requirements. L1 shall be supplied with a one sliding traverse shelf to R1 that can extend out 50% in either direction.
 - 4.8.1.2 L2 compartment shall be 31" height, 40" width, and 19.5" depth. The L2 compartment shall be transverse to allow access through to R2 compartment. See Body – Exterior Doors for construction requirements. L2 shall be supplied with a one sliding traverse shelf to R2 that can extend out 50% in either direction.
 - 4.8.1.3 L3 compartment shall be 54" height, 38" width, and 19.5" depth. The compartment door shall be X type. See Body – Exterior Doors for construction requirements. L3 compartment shall be equipped with a fixed shelving system that has a minimum of 2 shelves.
- 4.8.2 Right Compartments: There shall be 3 left compartments that can be accessed from the curb side: R1, R2, and R3.
 - 4.8.2.1 R1 compartment shall be 52" height, 33" width, and transverse compartment depth. The R1 compartment shall be transverse to allow access through to L1 compartment. See Body – Exterior Doors for construction requirements. R1 shall be supplied with a one sliding traverse shelf to L1 that can extend out 50% in either direction.
 - 4.8.2.2 R2 compartment shall be 31" height, 40" width, and 19.5" depth. The R2 compartment shall be transverse to allow access through to L2 compartment. See Body – Exterior Doors for construction requirements. R2 shall be supplied with a one sliding traverse shelf to L2 that can extend out 50% in either direction.
 - 4.8.2.3 R3 compartment shall be 54" height, 38" width, and 19.5" depth. The compartment door shall be X type. See Body – Exterior Doors for construction requirements. R3 compartment shall be equipped with a fixed shelving system that has a minimum of 2 shelves.
- 4.8.3 Compartment Shelving: All compartment shelves shall be adjustable with minimal effort. Traverse and fixed shelves shall be of aluminum/steel construction.
- 4.8.4 Traverse Shelving: Traverse shelving shall be rated for 1,000 lbs. each and shall be lined with a removable rubber or durable plastic matting. Shelving shall have a raised edge trim that is a minimum of x" high that wraps the shelf circumference.
- 4.8.5 Fixed shelving shall have a raised edge that is x" high to prevent roll off when parked on uneven surfaces. Fixed shelving must be rated for 1,000 lbs.

- 4.8.6 Compartment Lighting: Each compartment will have LED strip lighting provide on each side of door. Light will be activated by magnetic switch on each door.

4.9 Specifications: Visual and Audible Warning System

- 4.9.1 Lighting on Cab: There shall be six (6) front mounted LED lighting mounted to the truck cab. Photos and greater placement detail shall be discussed at the pre-construction conference:
- 4.9.1.1 Two (2) Whelen M4 series LEDs shall be furnished and installed forward facing in center portion of bumper replacement grill guard. This shall be X color light with a clear lens.
 - 4.9.1.2 Two (2) Whelen M4 series LEDs shall be furnished and installed on a 45 bracket on each side of center portion of bumper replacement grill guard. This shall be X color light with a clear lens.
 - 4.9.1.3 Two (2) Whelen M4 series LEDs shall be furnished and installed facing at a 90 degree angle on ends of bumper replacement on wrap around portion of bumper replacement grill guard. These lights will be used as intersection lights. No holes shall be cut into metal of chassis on fender for emergency lights. This shall be X color light with a clear lens.
- 4.9.2 Lighting on Body: There shall be LED lighting on the body front, all four upper corners of the body, at body rear, and along body wheel well. Exact placement and photos of similar lighting installations shall be provided at the pre-construction meeting. All lighting lens shall be clear. The front, rear, and wheel well lighting shall be one switch. The upper body corner lights shall be independently operated on a separate switch from the other body lighting. The colors and quantity are described below:
- 4.9.2.1 Five (5) Whelen M6 series lights shall be installed, on the front of body, in this order: blue - red - white - red - blue.
 - 4.9.2.2 Eight (8) Whelen M6 series red lights shall be installed, at the upper corners of body, in this order: front left, front right, rear left, and rear right corners.
 - 4.9.2.3 Three (3) Whelen M6 series lights shall be installed, at body rear, in this order: blue – amber – blue. Two lights shall be installed below the BRAKE TAIL TURN. One light shall be installed in the upper center between the rear scene lights. These lights shall be in addition to the SCENE LIGHTING listed below.
 - 4.9.2.4 Two (2) Whelen M4 series lights shall be installed at each body wheel well left and right. These lights shall be red.
- 4.9.3 Non-Emergency Lights: The rear stop/tail/directional lights shall be 4.00" round, LED lamp kits for lower lights federal model 4462 with an upper 4x6 stop/turn combination or similar light as approved by SAFD at pre-construction conference.
- 4.9.4 Marker Lights: There shall be eight (8) marker lights that shall be installed outlining the four corners of the module. All marker lights shall be LED type to activate with the chassis parking lights. These lights shall be Texas DOT and FMVSS approved.
- 4.9.5 Scene Lighting: There shall be two types of scene lighting that shall be on individual switches to allow single (or multi direction) illumination of scenes:
- 4.9.5.1 Two (2) Whelen M6 Scene lights installed on upper rear wall of body. These lights will be evenly spaced between outer emergency lighting M6 light and center amber M6 light. The rear scene lights will be operated by switch in cab and anytime vehicle is placed in reverse.
 - 4.9.5.2 Two 2 Spectra SPA260 LED 12 volt flood lights will be placed one on each side of body. Exact location to be determined at pre-construction conference and approved in writing on drawing of vehicle. These lights will be activated only by switch in cab.
- 4.9.6 Siren System: Two Whelen model SA315P speaker will be mounted in center of front bumper replacement. The speakers shall be mounted as low as possible with no obstructions in front of bell of speaker. The speakers shall also be protected from possible damage from striking other objects.

- 4.9.7 Horn: The O.E.M. manufacturer's dual electric horns will be provided.
- 4.9.8 Body Graphics: Graphic package will be approved by City of San Antonio Fire Department at the preconstruction conference. Full mock up and or drawing will be provided and written approval must be given prior to cutting vinyl. All graphics to be produced from 3M reflective material. NO EXCEPTIONS.
- 4.9.9 Graphics Rear: Rear of body will be have 3M Diamond grade conspicuity in lemon yellow with red overlay to appear to have alternating Red/Yellow reverse chevron. All edges must be smooth and adhered appropriately to keep from peeling during normal use, washing and outside element exposure.
- 4.9.10 Rear Bumper: The body rear shall have an aluminum bumper with caps on both driver and passenger side with step in the middle. Each side will have rubber dock style bumpers. The bumper shall be able to be repaired or replaced in at least three pieces and not a single constructed piece. Center section of bumper will have allowances for trailer receiver hitch.
- 4.9.11 Communication System: There will be power points to add additional Radios and Mobile Data Computers to be used as emergency response vehicle.

4.10 Specifications: Miscellaneous Items

- 4.10.1 Safety: A 5 pound dry chemical fire extinguisher shall be provided.
- 4.10.2 Back Up Alarm: Vendor shall provide and install an electric back-up alarm.
- 4.10.3 Back Up Camera: Vendor shall provide and install Safety Vision brand back-up camera, or equivalent that is compatible with body construction.

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.

Cooperative Contract Provisions.

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

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

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

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

Exhibit I – All applicable terms and conditions of the HGAC Cooperative Purchasing Contract number **AM10-20**.

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

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

Warranty.

The warranty specified in Exhibit 1, if any, a minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

Rejection of Disclaimers of Warranties & Limitations Of Liability

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

Insurance.

A) Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department, which shall be clearly labeled "**SAFD|EOC-Purchase of Urban Command Vehicle**" 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. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have

been received and approved by the City's Finance Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

B) The 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.

C) A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor'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:

INSURANCE TYPE	LIMITS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability e. Independent Contractors	For 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. 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

D) Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Contractor. Respondent shall provide the 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.

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Contractor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Contractor shall pay any costs incurred resulting from provision of said documents.

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

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

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

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

H) In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

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

J) It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

K) 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 the City shall be limited to insurance coverage provided..

L) Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

FEDERAL GRANT FUNDING PROVISIONS

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, set forth at 2 CFR Part 200, as adopted and supplemented by the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA), 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 Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and the Funding Announcement or Solicitation under which the OOG was awarded funds; FEMA Grants Program Directorate, and any applicable documents referenced in the documents listed above apply and 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 – Price Schedule
Exhibit I –H-GAC Contract AM10-20

006 - GENERAL TERMS & CONDITIONS

Electronic Bid Equals Original. If Vendor is submitting an electronic offer, whether through City's portal, or by e-mail, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

Delivery of Goods/Services.

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

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

Purchase Orders. Each time a City department wishes to place an order against this contract, it will issue Vendor a purchase order. Vendor must have the purchase order prior to incurring any costs for which City may be liable.

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.

Invoicing and Payment.

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

accounts.payable@sanantonio.gov

Invoices submitted electronically to the e-mail address above must be in separate .pdf format file. Multiple invoices cannot be submitted in a single .pdf file; however, Vendor may submit multiple, separate invoice files in a single e-mail. Any required documentation in support of the invoice should be compiled directly behind the invoice in the same .pdf file. Each electronically submitted file must have a unique identifying name that is not the same as any other file name.

Invoices submitted by electronic submission are only considered "original" when the submission comes directly from the Vendor to Accounts Payable using this e-mail address. Vendor may courtesy copy the ordering City department personnel on the e-mail.

Vendors not able to submit invoices with the required file formatting above may mail original invoices, on white paper only, to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

Information Required On Invoice.

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

extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

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

This provision shall not apply where there is a bona fide dispute between City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount.

NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 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.

Amendments. Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Vendor. The Director of the Purchasing and General Services Department, or Director's designee, shall have authority to execute amendments on behalf of City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City. Any amendments that cause this contract to exceed \$50,000, if the original contract price was under \$50,000, shall require City Council approval.

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 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.

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 CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

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

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

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

Records Retention.

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

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

expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

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

S.B. 943 – Disclosure Requirements for Certain Government Contracts. For contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, Vendor acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this RFO and any resulting contract. Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

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

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

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

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

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

Signature Page.

By submitting a bid, Offeror represents that:

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

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

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

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

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

Offeror Information

Please Print or Type

Vendor ID No. 56-2457875

Signer's Name David Sheehy

Name of Business Mac Haik Dodge Chrysler Jeep Ram Ltd.

Street Address 11000 North Freeway

City, State, Zip Code Houston, TX 77037

Email Address dsheehy@machaikdcj.com

Telephone No. 281-768-1881

Fax No. _____

6100015814

City's Solicitation No. _____



Signature of Person Authorized to Sign Offer

008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

009 - ATTACHMENTS

Attachment A

PRICE SCHEDULE (H-GAC COOPERATIVE CONTRACT NO. AM10-20)

Item	Quantity	Description
1	1 Each	SAFD EOC Customized Urban Command Vehicle

Price Each: \$ 200,546.00

Total: \$ 201,546.00 (This price includes \$1000 HGAC Fee)

Year, Make & Model Offered:
2023 or 2024 RAM 4500, 4x4, 60" Cab to Axle

Specific Make & Model Of Engine Offered (Include SAE Net Hp):
6.7L Cummins® Turbo Diesel I6 (360 MAX HP)

Transmission Offered: Aisin six-speed automatic transmission

Warranty: 5 Year/ 100,000 mile Diesel Powertrain Limited Warranty, 3 Year/36,000 mile limited bumper to bumper

Warranty Service Provider Facility Name:

Chassis: Ancira Chrysler Dodge Jeep RAM

Module: So-Tex Engine & Generator

Warranty Service Provider Facility Address:

Chassis: 10807 I-10 San Antonio, TX 78230

Module: 4893 FM 1516 N. Converse, TX 78109

Delivery will be made within 280 calendar days after City's issuance of a purchase order.

Production cut-off date: Unknown due to Stellantis (RAM) unable to provide order start date & production start date for 2023 MY

Indicate the last day that the City can place orders under this contract without missing the production cutoff date: Unknown

Bid prices shall remain firm for all orders placed prior to this cutoff date. In the event that City does not award a contract prior to production cutoff date, can bidder provide bid items, at the bid price submitted, after the production cutoff date? (yes/no) NO.

Payment Terms: Prompt payment discount 1 % 10 days (if no discount is offered, Net 30 will apply.)

Please complete the following:

ACCOUNT REPRESENTATIVE CONTACT INFORMATION

Vendor shall list the account representative information servicing the City's account if awarded this contract.

Name David Sheehy
Title Fleet Manager
Email dsheehy@machaikdcj.com
Phone 281-768-1881

ORDER PLACEMENT INFORMATION

Vendor shall list the preferred service contact method and contact information.
Services shall be coordinated via: (check all that apply)

Phone: 281-505-4142 Fax: _____ Email: ksalsman@frazerbilt.com
Name: Kalyn Salsman
Title: Regional Sales Manager
Phone: _____ Fax: _____
Email: _____



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:

AM10-20

Date Prepared:

7/28/2022

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	San Antonio Fire Department	Contractor:	SouthWest International Trucks, 2870 HGAC
Contact Person:	William Weeks	Prepared By:	Ed Smith
Phone:		Phone:	(214) 689-1400
Fax:		Fax:	
Email:	william.weeks@sanantonio.gov	Email:	ed.smith@swit-tx.com

Product Code:	AM20HC27	Description:	Urban Command Vehicle 10' on RAM 4500 Diesel 4x2 Crew Cab w/ DRW
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$161,000.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
1078 Chassis // Running Boards // ArcRite Running Board w	\$1,250.00	1043 Chassis // Console // Armrest	\$250.00
1091 Chassis // Valve Extenders // Valve Extenders	\$250.00	1047 Chassis // Console // MDT Plate - No Swivel	\$100.00
1088 Chassis // Tint // Chassis Window Tint	\$250.00	1013 General // All products listed in the current Whe	\$625.00
1128 Module // Conspicuity // Conspicuity on the Rear of the	\$1,750.00		
1143 Module // Exterior // Striping and lettering // Pricing //	\$3,000.00		
1163 Module // Ground Lights // Ground Light at Perimeter o	\$3,500.00		
1203 Module // Shorepower // Dual 20 Straight Blade	\$150.00		
1168 Module // Ignition Kill // Shore Power Ignition Kill	\$250.00		
1020 General // Exterior compartment and/or structure modif	\$11,625.00		
1082 Chassis // Security // Anti-theft System	\$750.00		
1042 Chassis // Console // 2 Large Aluminum Map Holder	\$400.00	Subtotal From Additional Sheet(s):	\$0.00
1094 General // 12VDC // 12VDC	\$150.00	Subtotal B:	\$24,300.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary. (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Back up warning system with speaker	\$1,100.00		
Furnish and install safety vision 1-camera system	\$1,000.00		
		Subtotal From Additional Sheet(s):	\$0.00
		Subtotal C:	\$2,100.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 1%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	\$187,400.00	=	Subtotal D:	\$187,400.00
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E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: \$1,000.00

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Chassis upgrade from 4x2 to 4x4	\$4,000.00		
Supply chain surcharge	\$9,146.00	Subtotal From Additional Sheet(s):	\$0.00
		Subtotal F:	\$13,146.00

Delivery Date: **G. Total Purchase Price (D+E+F): \$201,546.00**