LOC; cah
11/06/08
Item No. 8

AN ORDINANCE 2008-11-06-0964

**ACCEPTING THE BID FROM JORDAN FORD TO PROVIDE THE SAN ANTONIO POLICE DEPARTMENT WITH 290 POLICE SEDANS FOR A TOTAL COST OF $6,457,140,00.**

* * * * *

**WHEREAS,** bids were submitted to provide the City of San Antonio with 290 Police Sedans; and

**WHEREAS,** the low bid was submitted by Jordan Ford for a total cost of $6,457,140.00; **NOW THEREFORE:**

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

**SECTION 1.** The bid submitted by Jordan Ford to provide the City with 290 Police Sedans for a total cost of $6,457,140.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. Attached hereto and incorporated herein for all purposes as Exhibit I is the bid and bid tabulation sheet.

**SECTION 2.** Funding for this ordinance is available as part of the FY09 Budget in the General Fund 11001000 and the Equipment Renewal & Replacement Fund 72001000.

**SECTION 3.** Payment not to exceed the budgeted amount is authorized and should be encumbered with a purchase order issued to Jordan Ford.

**SECTION 4.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

**SECTION 5.** This ordinance shall take effect on November 16, 2008.

**PASSED AND APPROVED** this 6th day of November, 2008.

M A Y O R
**PHIL HARDBERGER**

**ATTEST:**

**City Clerk**

**APPROVED AS TO FORM:** _____
**City Attorney**

Request for COUNCIL ACTION

City of San Antonio

# Agenda Voting Results - 8

| | |
|---|---|
| **Name:** | 8 |
| **Date:** | 11/06/2008 |
| **Time:** | 10:02:19 AM |
| **Vote Type:** | Motion to Approve |
| **Description:** | An Ordinance accepting the bid from Jordan Ford to provide the San Antonio Police Department with 290 police sedans for a total cost of $6,457,140.00. [Sharon De La Garza, Assistant City Manager; Janie Cantu, Director, Purchasing & General Services] |
| **Result:** | Passed |

| Voter | Group | Not Present | Yea | Nay | Abstain | Motion | Second |
|---|---|---|---|---|---|---|---|
| Phil Hardberger | Mayor | | x | | | | |
| Mary Alice P. Cisneros | District 1 | | x | | | | |
| Sheila D. McNeil | District 2 | | x | | | | |
| Jennifer V. Ramos | District 3 | | x | | | | |
| Philip A. Cortez | District 4 | | x | | | | |
| Lourdes Galvan | District 5 | | x | | | | |
| Delicia Herrera | District 6 | | x | | | | |
| Justin Rodriguez | District 7 | | x | | | x | |
| Diane G. Cibrian | District 8 | | x | | | | x |
| Louis E. Rowe | District 9 | | x | | | | |
| John G. Clamp | District 10 | | x | | | | |

# City of San Antonio Bid Tabulation

Exhibit I

| Opened: August 29, 2008<br>For: Police Patrol Sedans<br>08-100 SC | | Jordan Ford<br>13010 IH 35 N<br>San Antonio,<br>TX 78233<br>210-653-3673 | Caldwell Country<br>PO Box 27<br>Caldwell,<br>TX 77836 | Northside Ford<br>12300 San Pedro<br>San Antonio,<br>TX 78216 | Planet Ford<br>20403 I45 North<br>Spring,<br>TX 77388 |
|---|---|---|---|---|---|
| **Item** | **Description** | | | | |
| 1 | Deleted | | | | |
| 1A | 290 Each - Police Patrol Sedans, OEM colors-black front and black rear, doors and roof to be white | | | | |
| | Price Each | $22,266.00 | $22,640.00 | $22,412.00 | $22,886.00 |
| | Price Total | $6,457,140.00 | $6,565,600.00 | $6,499,480.00 | $6,636,940.00 |
| | Make | Ford | Chevrolet | Ford | Ford |
| | Model | Crown Victoria | 2009 Tahoe CC10706 | 2009 Police Interceptor P71 | 2009 Crown Vic P71 |
| | Delivery | 30 Days | 120 Days | 120 Days | 120 Days |
| | Totals | $6,457,140.00 | $6,565,600.00 | $6,499,480.00 | $6,636,940.00 |
| | **Estimated Total Award** | $6,457,140.00 | $6,565,600.00 | $6,499,480.00 | $6,636,940.00 |

No Bid: Whiteside

QA 264

# CITY OF SAN ANTONIO PURCHASING & CONTRACT SERVICES DEPARTMENT

Issued By: SC
BID NO.: 08-100 SC

Date Issued: August 12, 2008

## FORMAL INVITATION FOR BIDS
## POLICE SEDANS

**Sealed bids in triplicate and one (1) electronic version of entire bid on CD-Rom** in a sealed package subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, will be received at the City Clerk, City Hall until 2:00 P.M. Central Time **AUGUST 29, 2008.**

The City of San Antonio Purchasing & Contract Services Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance may be received by visiting the Purchasing Office in the City Hall Annex, 131 W. Nueva, or by calling (210) 207-7260.

It is the policy of the City of San Antonio to involve qualified Small, Minority, Woman-owned, and local business in construction, procurement, professional services, and leases and concessions contracting. The City of San Antonio has established the following minority business enterprise (MBE), woman business enterprise (WBE), African-American business enterprise (AABE), and small business enterprise (SBE) utilization goals:

MBE Goal: 15% WBE Goal: 10%
AABE Goal: 3% SBE Goal: 50%
This invitation includes the following:

Invitation for Bids
Terms and Conditions of Invitation for Bids
Specifications and General Requirements
Price Schedule

The undersigned, by his/her signature, represents that he/she is authorized to bind the Bidder to fully comply with the Specifications and General Requirements for the amount(s) shown on the accompanying bid sheet(s). By signing below, Bidder has read the entire document and agreed to the terms therein.

Signer's Name: B. H. Poppen (Please Print or Type)
Signature of Person Authorized to Sign Bid
Email Address: bpoppen@jordanford.com
Firm Name: Jordan Ford
Address: 13010 IH 35 N.
City, State, Zip Code: S. A. Tx 78233
Telephone No. (210) 653-3677
Fax No.: (210) 653-5904

Please complete the following:
Prompt Payment Discount: _____% _____days. (If no discount is offered, Net 30 will apply.)

Please check the following blanks which apply to your company:
Ownership of firm (51% or more):
___Non-minority ___Hispanic ___African-American ___Other Minority (specify) _____
___Female Owned ___Handicapped Owned ___Small Business (less than $1 million annual receipts or 100 employees)
Indicate Status: ___Partnership ___Corporation ___Sole Proprietorship ___Other (specify) _____
Tax Identification Number: _____

FOR CITY USE ONLY

AWARD

| Items Accepted: | Ordinance No: | Date: | Amount: |
|---|---|---|---|

Approved: _____ CITY OF SAN ANTONIO

# TERMS AND CONDITIONS OF INVITATION FOR BIDS

**READ CAREFULLY**

## 1. GENERAL CONDITIONS

Bidders (hereinafter "bidders", "vendors" or "contractors") are required to submit their bids upon the following expressed conditions:

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

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, state and federal statutes. Any bid, after being opened, becomes subject to the Public Information Act, Government Code Chapter 552; therefore bidders must clearly indicate any portion of the submitted bid that the bidder claims is not subject to public inspection under the Public Information Act.

(d) No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee. This prohibition extends to the City Public Service Board, San Antonio Water System, and all City boards and commissions other than those which are purely advisory. In this instance a City employee is defined as any employee of the City who is required to file a financial involvement report pursuant to the City's ethics ordinance.

## 2. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished or the bid may be deemed non responsive. The bidder shall print or type name and manually sign the schedule.

(b) Where there is an error in extension of price, the unit price shall govern. Any bid that is considered for award by each unit or line item, must include a price for each unit or line item for which the bidder wishes to be considered. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.

Any bid that is considered for award on an "all or none" basis must include a price quote for all units or line items. In an "All or None" bid, a unit price left blank shall be tabulated as a "zero", and shall be deemed to be offered at no cost to the City.

(c) Alternate bids may be allowed at the sole discretion of the City.

(d) Proposed delivery time must be shown and shall include weekends and holidays, unless specified otherwise in this IFB.

(e) Bidders will neither include federal taxes nor State of Texas limited sales excise and use taxes in bid prices since the City of San Antonio is exempt from payment of such taxes. An exemption certificate will be signed by City where applicable upon request by bidder.

3. **DESCRIPTION OF SUPPLIES**

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Each bid must clearly identify the proposed product, the quantity of the product, model, and type, as applicable. Prorata adjustments to packaging and pricing may be allowed at the sole discretion of the City.

4. **ASSURANCE OF COMPLIANCE - EQUAL EMPLOYMENT OPPORTUNITY AND SMALL AND/OR MINORITY BUSINESS ADVOCACY REQUIREMENTS**

It is the policy of the City of San Antonio that Small and/or Minority Business Enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Bidder agrees that if this bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation. In addition, bidder agrees, by submittal of this bid, that he/she will abide by all applicable terms and provisions of this Nondiscrimination Clause and the Small Business Advocacy Clause. These clauses are available in the City's Department of Economic and Employment Development and the City Clerk's Office.

5. **SAMPLES, DEMONSTRATIONS AND TESTING**

At the City's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested prior to award of the contract, upon delivery and/or at any point during the term of resulting contract. After notification, samples, demonstrations and/or testing must be provided within ten days. Failure to provide samples prior to award of contract will disqualify bidder from consideration. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the bidder. Samples will be returned upon request; otherwise, samples will become property of the City of San Antonio, ten days after award of the contract.

6. **SUBMISSION OF BIDS**

(a) **Sealed bids in triplicate and one (1) electronic version of entire bid on CD-Rom** shall be enclosed in sealed envelopes addressed to the City Clerk, City of San Antonio. The name and address of bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s).

(b) Bids must be submitted on the forms furnished. Bids, however, may be modified provided such modifications are sealed and received by the City Clerk prior to the time and date set for the bid opening. However, the City of San Antonio shall not be responsible for lost or misdirected bids or modifications.

(c) By submittal of this bid, bidder certifies to the best of his/her knowledge that all information is true and correct.

7. **REJECTION OF BIDS**

(a) The City may reject a bid if:

1. The bidder misstates or conceals any material fact in the bid; or

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

3. The bid is conditional, except that the bidder may qualify the bid for acceptance by the City on an "All or None" basis or a "Best Value Item" basis. An "All or None" basis bid must include all items upon which bids are invited.

(b) In the event that a bidder is or subsequently becomes delinquent in the payment of his, her or its City taxes, including state and local sales taxes, such fact shall constitute grounds for rejection of the bid, or if awarded

the bid, for cancellation of the contract. However, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent bidder as a result of such contract.

(c) The City may, reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in Par. 7 (a) 3 above. The City at its sole discretion may also waive any minor informalities or irregularities in any bid, to include failure to submit sufficient bid copies, failure to submit literature or similar attachments, or business affiliation information.

**8. WITHDRAWAL OF BIDS**

Bids may not be withdrawn after the time set for the bid opening, unless approved by the City Council.

**9. LATE BIDS OR MODIFICATIONS**

Bids and modifications received after the time set for the bid opening will not be considered.

**10. CLARIFICATION TO BID SPECIFICATIONS**

(a) If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, he/she may submit to the City Director of Purchasing and Contract Services, (Director) on or before seven calendar days prior to scheduled opening, a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving bids. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this bid must be filed in writing with the Director on or before seven calendar days prior to the scheduled opening.

(b) The City reserves the right to request clarification to assist in evaluating the bidder's response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within two days from request.

**11. DISCOUNTS**

In connection with any discount offered, time will be computed from the date of receipt of supplies or services, or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

**12. AWARD OF CONTRACT**

(a) Per Section § 252.043 of the Texas Local Government Code, the contract will be awarded to either the lowest responsible bidder or to the bidder who provides goods and/or services at the best value for the City. In determining best value, the City may consider price, reputation, quality, past relationship with City, SBEDA requirements, long term cost and any other relevant factors.

(b) The City reserves the right to accept any item or group of items on this bid, unless the bidder qualifies his/her bid by specific limitations, in accordance with Par.7 (a) 3 above.

(c) A written award of acceptance (manifested by a City Ordinance) and appropriation mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.

(d) The City of San Antonio reserves the right to utilize previous purchases as a basis for evaluation of bids when future usages are unable to be determined.

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

(f) Although the information furnished to bidders specified the approximate quantities needed, based on the best available information where a contract is let on a unit price basis, payment shall be based on the actual quantities supplied. The City reserves the right to delete items, prior to the awarding of the contract, and purchase said items by other means; or after the awarding of the contract, to increase or decrease the quantities bid in accordance with § 252.048 of the Texas Local Government Code. No changes shall be made without written notification of the City.

## 13. BID PROTEST PROCEDURES

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

Vendor must deliver a written notice of protest to the Purchasing & Contract Services Director within seven (7) calendar days of the posting of the intent to award. If vendor does not file a written notice within this time; the vendor will have waived all rights to formally protest the intent to award. It is the vendor's responsibility to check the City's website posting.

## 14. DEBRIEFING

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

## 15. CONTRACT TERMINATION

TERMINATION-BREACH:

(a) Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its obligations under this contract, or violate any of the terms of this contract, the City shall have the right to immediately terminate the contract. Notice of termination shall be provided in writing to the contractor, effective upon the date set forth in the notice. Such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor.

TERMINATION-NOTICE:

(b). The City may terminate this contract without cause. The City shall be required to give the vendor notice ten days prior to the date of termination of the contract without cause.

TERMINATION-FUNDING:

(c) 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.

## 16. DELIVERY OF GOODS/SERVICES

(a) All materials are to be delivered F.O.B., City of San Antonio's designated facility.

(b) Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of the bid. Unless otherwise specified, delivery at the earliest date is required. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required", "as soon as possible" or "prompt" may result in disqualification of the bid.

(c) Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation for Bids or Purchase Order does not contain delivery instructions, bidders shall request instructions in writing from the Director. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation for Bids shall prevail.

specific and such phrases "as required", "as soon as possible" or "prompt" may result in disqualification of the bid.

(c) Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation for Bids or Purchase Order does not contain delivery instructions, bidders shall request instructions in writing from the Director. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation for Bids shall prevail.

(d) When delivery is not met as provided for in the contract, the Purchasing Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City's list of eligible bidders as determined by the Purchasing & Contract Services Department.

## 17. PERFORMANCE DEPOSIT

(a) The following provisions shall apply only when a performance deposit is specified as required in this Invitation for Bids.

(b) The successful vendor must furnish the City of San Antonio with a performance deposit in the amount set forth in the Invitation For Bids. This deposit is not to be submitted with the bid, but must be presented to the Purchasing & Contract Services Department within **ten** days from request.

(c) The City of San Antonio will not enter into a contract or issue a purchase order until the successful vendor has complied with the performance deposit provisions.

(d) The performance deposit shall be in the form of a performance bond (in a form acceptable to the City Attorney), cashier's check, certified check upon a state or national bank or trust company, or a check on such bank or trust company signed by a duly authorized officer thereof (checks to be drawn payable to the City of San Antonio), or a Certificate of Deposit from such bank or trust company assigned to the City of San Antonio, or an irrevocable letter of credit from a state or national bank or trust company.

(e) The performance deposit of the successful vendor shall be returned by the City upon completion of the contract and final acceptance of all items in accordance with conditions thereof.

(f) Failure of successful vendor to perform any of the services required by this contract within **ten** days of receipt of written demand for performance from City, or failure of vendor to correct or replace defective goods or products within **ten** days from receipt of written demand therefore, shall constitute a total breach of this contract and shall cause this contract to terminate immediately upon the expiration of the ten day period. In the event of such termination, the performance deposit shall be retained by the City of San Antonio as liquidated damages, based upon mutual agreement and understanding between vendor and City at the time this bid is solicited, submitted and accepted, that the City of San Antonio is a governmental agency engaged in public projects, and that the measurement of damages, which might result from a breach of the terms and specifications herein is difficult or impossible to determine. However, the Director with the concurrence of the City Manager, may return all or part of the performance deposit to the vendor if the Director determines, in the Director's sole discretion, that the failure to perform the conditions of this contract was the result of acts or events over which the vendor had no control. The determination shall then be final and binding on all parties.

## 18. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the 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 the successful vendor under this contract and that the successful vendor has no authority to bind the City.

## 19. BID RESULT REQUEST

Any party who wishes to be provided documents relating to the bid results shall make a request in writing. Pursuant to state law, the City may assess a fee in order to recoup the cost related to providing the requested information.

## 20. PATENTS/COPYRIGHTS

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

## 21. INDEMNIFICATION

**BIDDER covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the 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 the CITY directly or indirectly arising out of, resulting from or related to BIDDER'S activities under this contract, including any acts or omissions of BIDDER, any agent, officer, director, representative, employee, consultant or subcontractor of BIDDER, and their respective officers, agents employees, directors and representatives while in the exercise of performance of the rights or duties under this contract. 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 BIDDER AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

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. BIDDER shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or BIDDER known to BIDDER related to or arising out of BIDDER's activities under this contract, and shall see to the investigation and defense of such claim or demand at BIDDER's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving BIDDER of any of its obligations under this paragraph.

## 22. INSURANCE

If required, specific insurance provisions will be included in bid specifications. An original, certified copy of an insurance certificate meeting the requirements set forth in these specifications **will be submitted within 10 days upon request.** The successful vendor will be required to maintain, at all times during performance of the contract, the insurance detailed in bid specifications. Failure to provide this document may result in disqualification of bid

## 23. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The 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. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

## 24. WARRANTY

The supplies or services furnished under this contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services.

**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.**

## 25. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders will be made in writing by the City of San Antonio Purchasing & Contract Services Department.

## 26. 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 and shall confer no rights upon any third person.

## 27. INTERLOCAL PARTICIPATION

(a) The City may, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this Invitation for Bids (hereafter "IFB"). Such acquisition(s) shall be at the prices stated herein, and shall be subject to bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid. VENDOR shall sign and return any subsequently issued riders within **ten** calendar days of receipt.

(b) In no event shall City be considered a dealer, remarketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.

(c) Entity purchase orders shall be submitted to Vendor by the Entity.

(d) Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

**CITY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, PAYMENT, AND FOR ANY ITEM ORDERED BY AN ENTITY OTHER THAN CITY.**

## 28. QUESTIONS

Questions regarding interpretation of bids, bid results or bid awards should be directed to the Purchasing & Contract Services Department at (210) 207-7260.

**SCOPE:**

The City of San Antonio is soliciting bids to purchase Police patrol sedans in accordance with the specifications listed herein. These vehicles will be utilized by the City of San Antonio Police Department and the Parks and Recreation Park Police to meet established goals in the performance of law enforcement services within the City.

**GENERAL CONDITIONS:**

1. Quantities shown are estimates; however, the City reserves the right to increase or decrease the quantity of automobiles, depending on availability of funds through December 31, 2009. Additional units may be purchased on an "as needed" basis. Successful vendor is required to notify the City of all "cut-off" dates necessary for order submission.

2. Bid price must remain firm for the duration of the contract period, but the City should benefit from any manufacturer's price decrease during the contract period.

3. Dealer identification tags or emblems must not be applied to vehicles for delivery to the City of San Antonio.

4. Warranty and Parts - Warranty time to start the date the vehicle is placed in service, not on the delivery date. The dealer will be notified by letter of the in-service date of each vehicle by serial number. Warranty must be fully explained by attaching separate authenticated correspondence or entering such information in the remarks section of this bid. Warranty parts and service must be available within Bexar County from and by a factory-authorized dealer (NO EXCEPTIONS). Bidders must indicate, in the space provided below, the name of an authorized dealer located within Bexar County, Texas, that has agreed to accomplish warranty repairs for vehicles being offered. Vehicles being turned in for warranty work will be returned to the customer within 24 hours or have parts ordered.

   DEALER NAME: Jordan Ford LTD

   ADDRESS: 13010 IH 35 North San Antonio, Tx 78233

5. **Deliveries must be specified by the Fleet Maintenance and Operations Manager, James D. Caudill, at (210) 207-4600. All materials are to be delivered F.O.B., City of San Antonio, Brooks City Base, 8220 Lindbergh Landing, San Antonio, TX 78235 or other designated facility. Delivery to a non-specified location may result in non-acceptance of the equipment by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS. Vehicles with more than 50 miles accumulated on the odometer will not be accepted. All vehicles must be delivered with a full tank of fuel.**

6. All pricing to be F.O.B., designated City facility. All units bid are to be of current manufacture with standard equipment, to include radios and accessories as listed in the manufacturer's latest catalog. The Manufacturer's Statement of Origin (MSO) and an invoice are required upon delivery of each vehicle and before payment will be processed.

7. Award will be made to one firm only.

8. The City reserves the right to reject any all bids, and to waive irregularities and any requirements of the bid if deemed to be in the best interest of the City.

9. The bidder will give pricing for optional equipment. The City reserves the right to accept or reject optional equipment, and to increase or decrease quantities depending upon availability of funds.

10. **A pre-bid conference will be conducted at 10:00 A.M., August 19, 2008. Location will be at the Fleet Operations Conference Room, 329 S. Frio, San Antonio, Texas 78207.**

11. For questions pertaining to technical specifications, contact Sheldon Belyeu at (210) 207-0184 or sheldon.belyeu@sanantonio.gov for questions regarding bidding procedures, contact Stephanie Criollo at

(210) 207-7024 or scriollo@sanantonio.gov.

| ITEM | QUANTITY | DESCRIPTION |
|---|---|---|
| 1 | 240 Each | 2009 Police Patrol Sedans |

**SPECIFICATIONS:** All sedans must meet the following minimum specifications.

1. Texas State Safety Inspection Certificate issued prior to receipt by the City.
2. Wheelbase to be maximum one hundred fifteen inches (115").
3. Factory installed fresh air type heater, defroster, and air conditioning (standard non-automatic temperature control model). Factory installed minimum AM / FM radio, with clock.
4. Windshield washer with multi-speed intermittent electric windshield wipers.
5. Left and right door arm rests.
6. Individual driver and passenger front bucket seats with heavy duty cloth trim having approximately 8" space between the seats. Rear bench seat to be manufactured of heavy duty vinyl.
7. Tires to be minimum P235-55VRX17 with minimum "V" speed rated Police pursuit radial with matching full size spare wheel, tire and jack included. Center style hub caps to be included.
8. Dry type air cleaner.
9. Spin on type engine oil filter.
10. Factory installed tinted glass.
11. Anti-lock brake system to be latest production heavy duty, largest available, minimum disc front, drum rear, semi-metallic lining, and power assisted.
12. Largest C.I.D., high performance gasoline driven V-8 engine available, minimum net H.P. 250.
13. Maximum duty radiator system including radiator shroud and a maximum heavy-duty fan with clutch or dual electric fans and coolant recovery system.
14. Power steering, with external oil cooler.
15. Heavy duty rubber floor covering, front and rear.
16. Suspension system to include heavy duty springs, front and rear, in combination with heavy duty shock absorbers, and front and rear heavy duty stabilizer bars. Heavy-duty upper and lower control arm bushings and ball joint suspension.
17. Speedometer and odometer to be calibrated before delivery within a plus or minus 3% accuracy. Speedometer to have a minimum range of 0-140 MPH in maximum 2 MPH increments.

18. Minimum heavy duty 200 AMP alternator (radio suppressed).

19. Heavy duty, largest available battery on production for police cars (minimum 78 AMP HR).

20. Painted OEM white unless otherwise specified. Interior color to be dark charcoal.

21. Safety package to include: Padded dash, driver's side air bag, power door locks, day-night rear view mirror and remote control left and right outside mirrors, largest available on production police cars. Restraining belts to conform to D.O.T. regulations and must include retracting device on outside seat belts to preclude belts from hanging outside of car when not in use.

22. Heavy duty automatic transmission with external oil cooler in addition to radiator cooling. Transmission to have first gear lockout (may be electronically controlled). Shift lever to be steering column mounted.

23. Vehicle to be equipped with individual dome and auxiliary map lights. Auxiliary map light is to be centered from side to side above inside rear view mirror, positioned to illuminate front seat area. Auxiliary map light to be Grote Duramold 61161 or equal (minimum 21 C.P.).

24. Instrument package to include water temperature, oil pressure, and volt or ammeter gauges.

25. Rear axle to be positive traction, limited slip differential.

26. Bidders must specify all part numbers or code identifications or color code of all high performance, heavy duty components (i.e., engine transmission, brakes, radiators, suspension system, oil coolers, etc.)

27. Vehicles must be keyed alike. Key codes to be 1435X.

28. Vehicles must be equipped with remote trunk release located in driver's compartment or glove box.

29. Factory installed left hand pillar mounted spot light, black finish with clear halogen bulb, all controls (on/off switch and directional) to be inside driver's compartment easily accessible with driver's left hand.

30. Vehicles must be equipped with all body side molding available.

31. Power windows must be configured to operate from driver and front seat passenger position only. Rear inside door handles must be inoperable.

32. All vehicles must have all fuel safety shields installed prior to delivery. Fuel safety shields shall be Fire Panel Part Number 100001, or proven equal.

33. Acceptable Model: Ford Crown Victoria Interceptor, with minimum P-71 package.

34. All vehicles of color option other than white shall be delivered by December 15, 2009

DELIVERY:

Item 1 to be delivered by the following schedule:

| | | |
|---|---|---|
| First | 20 Each | Delivery - Between January 1 and January 15, 2009. |
| Second | 20 Each | Delivery - Between February 1 and February 15, 2009. |
| Third | 20 Each | Delivery - Between March 1 and March 15, 2009. |

| | | |
|---|---|---|
| Fourth | 20 Each | Delivery - Between April 1 and April 15, 2009. |
| Fifth | 20 Each | Delivery - Between May 1 and May 15, 2009. |
| Sixth | 20 Each | Delivery – Between June 1 and June 15, 2009. |
| Seventh | 20 Each | Delivery – Between July 1 and July 15, 2009. |
| Eighth | 20 Each | Delivery – Between August 1 and August 15, 2009. |
| Ninth | 20 Each | Delivery – Between September 1 and September 15, 2009. |
| Tenth | 20 Each | Delivery – Between October 1 and October 15, 2009. |
| Eleventh | 40 Each | Delivery – Between November 1 and November 15, 2009. |

For each of the eleven delivery periods above, one half of the vehicles required will be delivered during the first week, and the remaining half during the second week. The total quantity for each delivery period will not be accepted in one delivery. Vehicles with more than 50 miles accumulated on the odometer will not be accepted.

## PRICE SCHEDULE

| ITEM | QUANTITY | DESCRIPTION |
|---|---|---|
| 1 | 240 Each | Police Patrol Sedans as specified, OEM white. |

Price: $ 21,496 Each $ 5,159,040 Total

Make & Model: 09/00 Ford Crown Victoria Police Interceptor

Delivery will be as specified. Delivery of any additional units ordered will be made within 30 calendar days after issuance of purchase order.

**OPTION BID:**

| ITEM | QUANTITY | DESCRIPTION |
|---|---|---|
| 1A | 240 Each | Police Patrol Sedans as specified, to be manufacturer's standard OEM colors-black front and black rear, doors and roof to be white. |

Price: $ 22266.00 Each $ 5,343,840.00 Total

Make & Model: 09/00 Ford Crown Victoria

Delivery will be as specified. Delivery of any additional units ordered will be made within 30 calendar days after issuance of purchase order.

**Statement:**

"Effective January 1, 2006, 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 conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us <http://www.ethics.state.tx.us>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205."

**IMPORTANT MAILING INSTRUCTIONS:**

| | |
|---|---|
| **MAIL TO:** | **CITY CLERK**<br>**P.O. BOX 839966**<br>**SAN ANTONIO, TX 78283-3966** |
| **PHYSICAL ADDRESS:** | **CITY CLERK**<br>**CITY HALL (COMMERCE ST. & FLORES ST.)**<br>**100 MILITARY PLAZA, 2ND FLOOR**<br>**SAN ANTONIO, TEXAS 78205** |
| **MARK ENVELOPE:** | **"BID TO FURNISH POLICE SEDANS"**<br>**BIDS TO BE OPENED: 2:00 P.M., AUGUST 29, 2008**<br>**BID NO. 08-100 SC** |

**REMARKS:**