

2008-09-18-0798

AN ORDINANCE

ACCEPTING THE BID FROM CALDWELL COUNTRY CHEVROLET TO PROVIDE THE DEPARTMENT OF COMMUNITY INITIATIVES WITH ONE HOT/COLD FOOD TRANSPORTATION UNIT FOR A COST OF \$51,955.00.

* * * * *

WHEREAS, bids were submitted to provide the City of San Antonio Community Initiatives Department with a hot/cold food transportation unit; and

WHEREAS, the low bid was submitted by Caldwell Country Chevrolet for a total cost of \$51,955.00;
NOW THEREFORE:

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

SECTION 1. The bid submitted by Caldwell Country Chevrolet to provide the City of San Antonio Community Initiatives Department with a hot/cold food transportation unit for a total cost of \$51,955.00 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 are the bid and bid tabulation sheet.

SECTION 2. Fund 2601138002 entitled "CNP 2007-2008" and Internal Order 138000000615, are hereby designated for use in the accounting for the fiscal transaction in the acceptance of this bid. The sum of \$51,955.00 is hereby appropriated in the above designated fund and will be disbursed from GL 709090 "Machinery & Equipment". Payment is authorized to Caldwell Country Chevrolet upon issuance of a Purchase Order and receipt of goods.

SECTION 3. 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 and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 4. This ordinance shall take effect on September 28, 2008.

PASSED AND APPROVED this 18th day of September, 2008.


M A Y O R
PHIL HARDBERGER

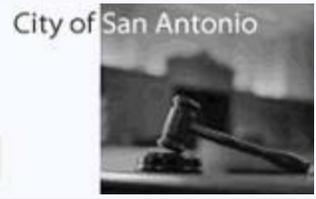
ATTEST:


City Clerk

APPROVED AS TO FORM: 
City Attorney



Request for
**COUNCIL
ACTION**



Agenda Voting Results - 7

Name:	5, 6, 7, 8, 10, 12, 13, 14, 20, 23, 24, 25, 26, 27, 28, 29, 31A, 31B, 32, 33, 34A, 34B, 36A, 36B, 38, 43, 44, 45A, 45B, 45C, 45D, 45E, 45F, 45G
Date:	09/18/2008
Time:	09:23:29 AM
Vote Type:	Motion to Approve
Description:	An Ordinance accepting the bid from Caldwell Country Chevrolet to provide the Department of Community Initiatives with one hot/cold food transportation unit for a cost of \$51,955.00. [Sharon De La Garza, Assistant City Manager; Janie Cantu, Director, Purchasing & Contract 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				x
Lourdes Galvan	District 5		x				
Delicia Herrera	District 6		x				
Justin Rodriguez	District 7		x				
Diane G. Cibrian	District 8		x				
Louis E. Rowe	District 9		x			x	
John G. Clamp	District 10		x				

Opened: August 15, 2008				
For: Hot/Cold Food Transportation Unit			Caldwell Country Chevrolet	Hotshot Delivery Systems, Inc.
08-099		ND	P.O. Box 27	155 Covington
			Caldwell, TX 77836 979-567-6116	Bloomington, IL 60108
Item	Description	QTY		
1	Hot/Cold Food Transportation Unit	1		
	Price Total		\$51,955.00	\$52,091.00
	Cab and Chassis -			
	Make		2009 Chevrolet	2009 Chevrolet
	Model		HD2500	C-2500HD
	Body -			
	Make		Hot Shot	Hot Shot
	Model		Hot Shot II XL	Hot Shot II XL
	Delivery		180 days	180 days
	Totals		\$51,955.00	\$52,091.00
ESTIMATED TOTAL AWARD			\$51,955.00	

CITY OF SAN ANTONIO PURCHASING & CONTRACT SERVICES DEPARTMENT

Issued By: ND
BID NO.: 08-099

Date Issued: July 30, 2008

FORMAL INVITATION FOR BIDS
HOT/COLD FOOD TRANSPORTATION UNIT

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 15, 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 Specifications and General Requirements
Terms and Conditions of Invitation for Bids 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: Averyt Knapp Firm Name: Caldwell Country Chevrolet
(Please Print or Type)

Address: PO Box 29
Signature of Person Authorized to Sign Bid: [Signature] City, State, Zip Code: Caldwell, TX 77836

Email Address: aknapp@caldwellcountry.com Telephone No.: 979-567-0116
Fax No.: 979-567-0853

Please complete the following:

Prompt Payment Discount: 2% 1 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: 1-14-1856872-8

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.

- (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.

SPECIFICATIONS AND GENERAL REQUIREMENTS

SCOPE: The City of San Antonio is soliciting bids to purchase one (1) hot/cold food transportation unit mounted on a 2009 GM or Ford ¾ ton, extended cab, diesel, auto, 60" cab-to-axle cab & chassis truck in accordance with the specifications listed herein. This hot/cold food transportation unit will be used by the Department of Community Initiatives' Comprehensive Nutrition Project to deliver meals to elderly and disabled citizens.

GENERAL CONDITIONS:

1. All pickup truck components in this bid will be installed in accordance with the appropriate Incomplete Vehicle Data Manual. Certification of compliance will be posted on the left door post of the vehicle.
2. City of San Antonio reserves the right to increase or decrease quantity of units being purchased through December 31, 2008, depending on availability of funds. Prices may not be increased during this period; however, the City should benefit from any price decrease. Additional units may be purchased on an "as needed" basis. Successful vendor is required to notify the City of all production "cut-off" dates necessary for order submission.
3. Except for manufacturer's data plates (maximum 4" x 6") vendor or manufacturer's identifying markings (decals and plates) will not be applied to the vehicle or mounted components.
4. Installation will be completed in compliance with Federal Motor Vehicle Department of Transportation Standards and Texas State Highway requirements.
5. All components must be installed new, unused, and equipment is to be serviced in accordance with manufacturer's recommended pre-delivery check list, and ready for operation upon delivery, and to include all manufacturer's standard equipment unless otherwise specified or replaced therein. Manufacturer's Statement of Origin (MSO) and completed pre-delivery checklist will be required at delivery. Equipment offered under the below listed specifications will be considered unacceptable if for any reason its long term availability on the U.S. Market or in the local area is in doubt. Vehicles offered under this contract must be current year model.
6. Warranty - Dealer and manufacturer to provide a minimum of one year warranty, parts and service included, for equipment and attachments supplied. 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 unit by serial number. Such parts and service must be available within Bexar County from and by a factory-authorized dealer. Bids submitted by dealers located outside Bexar County will include a signed agreement with a factory authorized dealer located within Bexar County, providing warranty, parts and service for item bid (NO EXCEPTIONS). All warranty repair will be completed within two days from the date equipment is delivered to the vendor unless otherwise approved by the appropriate maintenance supervisor.

DEALER NAME:

Eunn Chevrolet & Auto Works (Hotshot)

ADDRESS:

San Antonio, Tx

7. Delivery - All deliveries are to be made inside the City limits of San Antonio. Vendor must deliver equipment to a location specified by the Fleet Acquisitions Administrator, Kevin Fareri, at (210) 207-7336. Delivery to a non-specified location will result in non-acceptance of the equipment by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS. Vehicles with more than 50 miles accumulated on the odometer will not be accepted. All vehicles are required to have a full tank of fuel.
8. Equipment Manuals – An operator’s manual per unit, to include a parts and maintenance manual per model of all equipment, accessories, and components will be required.
9. All prices will be quoted F.O.B., destination. The Manufacturer’s Statement of Origin (MSO) and an invoice are required upon delivery of each unit and before payment can be processed.
10. A manufacturer’s identification plate/label (approximately 6 square inches in surface area) made of aluminum or brass riveted to the body, or self adhesive vinyl or aluminum labels designed for outdoor use, will be installed in a conspicuous location. The identification plate will have, as a minimum, the following information permanently affixed:
 - A. Manufacturer’s name and full address.
 - B. Model of the body/equipment.
 - C. Serial number, if applicable.
11. All units to be equipped with safety equipment as required by the Federal Government.
12. Maximum capacity cooling system offered by manufacturer.
13. Electrical – Heavy-duty battery and alternator offered by manufacturer for models being bid. All units to be equipped with oil pressure, water temperature, and volt or amp gauges, and minimum AM/FM OEM radio.
14. For questions pertaining to technical specifications, contact Kevin Fareri at (210) 207-7336. For questions regarding bidding procedures, contact Norbert Dziuk at (210) 207-4050.
15. The City reserves the right to reject any and all bids, and to waive irregularities and any requirements of the bid if deemed to be in the best interest of the City.
16. Delivery of finished units **will not be accepted** unless the Manufacturer’s Statement of Origin (MSO), completed pre-delivery checklist, and invoice(s) are provided at time of delivery.

ITEM	QUANTITY	DESCRIPTION
1	1 Each	Hot/Cold Food Transportation Unit with Heated & Refrigerated Body, Extended Cab, minimum 6.0L diesel, 4x2, 60" cab-to-axle.

SPECIFICATIONS: CAB & CHASSIS

1. Model Year: 2009.
2. Engine - Minimum 6.0L, diesel.
3. Wheelbase - Minimum one hundred forty five inches (145").
4. Body - Cab and chassis.
5. Transmission - Automatic, minimum 5-speed, overdrive or torque converter clutch.
6. GVWR - Minimum 9,200 lbs.
7. Mirrors - OEM inside standard type; outside, left and right. Largest size offered by manufacturer.
8. Wheels & Tires - Tires to meet or exceed minimum gross vehicle weight rating of vehicle, all season design with full size matching spare tire and wheel. Equipped with spare tire locking device and three keys.
9. Bumpers - Factory type front bumper.
10. Steering - Power steering.
11. Brakes - Power brakes 4 wheel anti-lock disc with minimum front disc and rear drums.
12. Suspension - Heaviest duty available and must include rear spring upgrade to facilitate body with heavy duty shock absorbers.
13. Safety
 - a. Back-up alarm
 - b. Reverse gear activated, Closed-Circuit Back-up Camera w/ cab mounted monitor.
14. Fuel tank - Minimum 35 gallons.
15. Unit to be equipped at the factory with air conditioning, fresh air heater and defroster unit.
16. Interior:
 - a. AM/FM stereo w/ clock.
 - b. Dash-mounted thermostat controls.
 - c. Interior Trim: Vinyl weave, heavy-duty bench.
 - d. Flooring: Black vinyl floor covering.

- e. Interior Color: Tan. *titanium*
- f. Dome lamp.
- g. Cloth sun visors.
- h. Dual cup holders.

17. Exterior Color: White Clearcoat.

SPECIFICATIONS: HOT / COLD FOOD TRANSPORT BODIES

1. Construction:

- a. 50/50 hot/cold food transportation unit.
- b. Two (2) pass-through compartments fully customized per required application.
- c. Reinforced and insulated FDA-grade white fiberglass body w/ custom graphics package.
- d. FDA-approved gel coat interior compartments.
- e. Double-seals on all door openings to guarantee airtight seals.
- f. Oversized door stops by cab area to prevent damage to vehicle's cab when doors are swung open.
- g. Framing members constructed from stainless steel.
- h. Four insulated access doors with refrigerator style latches and locks.
- i. Minimum of two (2) thru-bolted heavy-duty hinges per door.
- j. Stainless shelving/racking designed and customized per required application.
- k. Powder coated hinges and hardware locking handles all locks keyed alike.
- l. Remote LCD thermometers mounted in dash to monitor compartment temperatures.
- m. Door ajar warning light to notify operator of an open compartment door.
- n. 12-volt interior compartment lighting.
- o. Due to heavy downpours during spring and summer months, rain drip runoff over doors on the hot/cold food transportation unit should be 1½" wide and angled to divert runoff towards rear of truck.

2. Refrigerated Compartment:

- a. Pass through compartment with access via doors located on driver's and passenger's sides of vehicle.
- b. Refrigerated system thermostatically maintains 34 degrees Fahrenheit, or less.
- c. # 304 stainless steel floors equipped with a minimum of two (2) floor drains.
- d. Interior doors sheathed in # 304 quilted stainless steel.
- e. Bulk storage located on both driver's and passenger's sides of vehicle.
- f. Stainless steel rivets and fasteners for all assemblies not welded.
- g. Skirt mounted over the road refrigeration with an engine mounted compressor.
- h. Condenser and a two-fan evaporator mounted in the compartment ceiling.
- i. Exterior door dimensions: 38" H x 40"W.

3. Heated Compartment:

- a. Pass through compartment with access via doors located on driver's and passenger's sides of vehicle.
- b. Interior of the hot compartment sheathed in #304 quilted stainless steel.
- c. Shelving tray slides to be constructed of #304 stainless steel material located on three (3) inch centers.
- d. Heating system thermostatically maintained with ability to exceed 190 degrees Fahrenheit.
- e. Twelve (12)-volt light and blower system.

- f. Hot water coils located in floor of unit to provide radiant heating.
 - g. Stainless steel rivets and fasteners for all assemblies not welded.
 - h. Heated via a ceiling mounted blower system and hot water coils located in floor of unit.
 - i. Exterior door dimensions: 34" H x 38"W.
4. Graphics: Vinyl cut lettering and design to match unit currently in use. Pictures can be provided by the City of San Antonio on request.

PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1	1 Each	Hot/Cold Food Transportation Unit with Heated & Refrigerated Body, Extended Cab, Minimum 6.0L diesel, 4x2, 60" cab-to-axle.

MODEL YEAR OF CAB & CHASSIS: 2009 Chevrolet

MAKE & MODEL OF CAB & CHASSIS: Chevrolet HD2500 #CC20903

MANUFACTURER'S WARRANTY ON CAB & CHASSIS: 3yr/\$6,000 base
5yr/100,000 powertrain

SPECIFIC MAKE & MODEL OF HOT/COLD FOOD TRANSPORTATION UNIT: Hot Shot II XL

SPECIFIC MAKE & MODEL OF HOT/COLD FOOD TRANSPORTATION UNIT HVAC: Delivery Concepts

HEAT / AIR CONDITIONING BTU CAPABILITIES OF HOT/COLD FOOD TRANSPORTATION UNIT: 14,000 Btu Hot / 6,000 Btu Cold

WARRANTY ON HOT/COLD FOOD TRANSPORTATION UNIT BODY: 2yr/24,000

WARRANTY ON HOT/COLD FOOD TRANSPORTATION UNIT HVAC: 2yr/24,000

PRICE: \$ (AK) 51,955⁰⁰ TOTAL

DELIVERY: Delivery will be made within 180 calendar days after issuance of purchase order.

155 COVINGTON DRIVE
 BLOOMINGDALE, IL 60108
 PH:630/824-8817
 FX:630/824-8819

DATE: 8/14/2008
 INV./ORDER NO.:
 SOLD BY: BERNIE PFEIFFER
 TERMS: COD

www.hotshotdeliverysystems.com

NAME		AVERT KNAP		PHONE	FAX
COMPANY		CITY OF SAN ANTONIO		BID #	08-089
CITY		STATE		ZIP	
YEAR	MAKE	MODEL	COLOR	PRICE	
2009	CHEVROLET	SILVERADO 2500 HD	WHITE	V-8 DIESEL, A/C, AM/FM, AUTO TRANS	
YEAR	MODEL	CONVERSION TYPE	COLOR		
2009	HOTSHOT II XL	STANDARD	WHITE	50% HOT AND 50% COLD	
OPTIONS		DESCRIPTION			
		115 VOLT REFRIGERATION STAND-BY SYSTEM			
		LARGE STAINLESS STEEL WIRE RACKS @ \$119.00 EACH			
		HOTSHOT OVEN CATERING RACK KIT			
		70/30 OVEN CATERING RACK KIT			
1		HOTSHOT II XL OVEN CATERING RACK KIT			
		HOTSHOT REFRIGERATION RACK KIT			
		70/30 REFRIGERATION RACK KIT			
1		HOTSHOT II XL REFRIGERATION KIT STAINLESS STEEL INTERIOR W/ 4 REMOVABLE RACKS			
1		LOCKING HANDLE PACKAGE			
1		CAB AIR EQUIPMENT PACKAGE			
1		BACK UP ALARM			
1		HEAVY DUTY REAR BUMPER			
		REMOVABLE RUBBER FLOOR MAT			
		REAR SPRING UP-GRADE			
1		GRAPHICS, LETTERING PACKAGE			
		STAINLESS STEEL FOOD TRANSPORT BASKETS			
		COLOR BACK UP CAMERA PACKAGE			
WE RECOMMEND A BACK UP CAMERA AT \$699.00					

REMARKS: NOT BINDING UNTIL ACCEPTED BY HOTSHOT DELIVERY SYSTEMS, INC. OR ITS DESIGNATED REPRESENTATIVE. NO VERBAL AGREEMENTS ACCEPTED. SALE AND DELIVERY SUBJECT TO FINAL FINANCE APPROVAL. NO PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE ISSUED WITH THIS TRANSACTION UNLESS HEREIN STATED. REFER TO RETAIL INSTALLMENT CONTRACT FOR CREDIT DETAILS. I HAVE READ THE MATTER PRINTED ON THE BACK HEREOF AND AGREE TO IT AS A PART OF THIS ORDER THE SAME AS IF IT WERE PRINTED ABOVE MY SIGNATURE. I AM OF LEGAL AGE AND HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER.

TO BE DROP SHIPED TO :
 DELIVERY CONCEPTS, INC.
 29301 CR 20 2YR 24,000 MILE WARRANTY ON HOTSHOT
 ELKHART, IN 46517
 574-294-4050

TOTAL OPTIONS
FREIGHT
SUBTOTAL
TAX
TEMP. LICENSE
TOTAL
DUE ON DELIVERY

HOTSHOT DELIVERY SYSTEMS, INC. AUTHORIZED REPRESENTATIVE SIGNATURE

BUYER'S SIGNATURE

CITY OF SAN ANTONIO HOTSHOT II XL

EXCLUSIONS TO BID # 08-899

1 CONSTRUCTION

FRAMING MEMBERS ARE MADE OF ANODIZED ALUMINUM

BOLTS ARE DRILLED AND TAPED THAT HOLD THE DOOR HINGES

2 REFRIGERATED COMPARTMENT

THE INTERIOR DOORS ARE SHEATHED WITH ABS PLASTIC FOR BETTER INSULATION AND DURABILITY

OUR CONDENSER IS ROOF MOUNTED FOR BETTER COOLING

GM 56" CA.
Titanium trim.

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
P.O. BOX 839966
SAN ANTONIO, TX 78283-3966

PHYSICAL ADDRESS: CITY CLERK
CITY HALL (COMMERCE ST. & FLORES ST.)
100 MILITARY PLAZA, 2ND FLOOR
SAN ANTONIO, TEXAS 78205

MARK ENVELOPE: "BID TO FURNISH A HOT/COLD FOOD TRANSPORTATION UNIT"
BIDS TO BE OPENED: 2:00 P.M., AUGUST 15, 2008
BID NO. 08-099

REMARKS:



CITY OF SAN ANTONIO
Request for Council Action

Agenda Item # 7
Council Meeting Date: 9/18/2008
RFCA Tracking No: R-3821

DEPARTMENT: Purchasing & Contract Services

DEPARTMENT HEAD: Janie Cantu

COUNCIL DISTRICT(S) IMPACTED:
City Wide

SUBJECT:
Purchase of a Hot/Cold Food Transportation Unit

SUMMARY:

This ordinance authorizes the acceptance of a contract with Caldwell Country Chevrolet to provide the Department of Community Initiatives with one (1) hot/cold food transportation unit for a total cost of \$51,955.00.

BACKGROUND INFORMATION:

The attached tabulation of two bids for the purchase of one (1) hot/cold food transportation unit is hereby submitted for City Council consideration and action. The low responsive bid was submitted by Caldwell Country Chevrolet for a total cost of \$51,955.00.

This purchase will provide one (1) hot/cold food transportation unit mounted on a 2009, three-quarter ton cab and chassis truck to be utilized by the Department of Community Initiatives, Senior Services Division to deliver meals to elderly and disabled citizens currently enrolled in the Comprehensive Nutrition Project (CNP). There are currently four (4) hot/cold transportation units in the City which are assigned to this program.

The life expectancy of the new unit is 96 months. It will be placed in the Vehicle Replacement Program beginning FY 2009. Alternative fueled vehicles for this application are not currently available.

ISSUE:

The contract will provide the Department of Community Initiatives, Senior Services Division with the purchase of one (1) hot/cold food transportation unit to support the Comprehensive Nutrition Project (CNP) in the city. The contract allows for additional purchases through December 31, 2008 depending on the availability of funds.

The body unit is covered by a two (2) year warranty on materials and workmanship. The cab and chassis is covered by a three (3) year warranty on parts and labor and a five (5) year warranty on the powertrain.

ALTERNATIVES:

There are five (5) vehicles in the City's Fleet used to support the program initiatives of the Comprehensive Nutrition Project (CNP), four hot/cold food transportation trucks and one small van. If the proposed ordinance is not approved, CNP staff will continue to utilize existing ice chests to transport hot and cold meals to the elderly and disabled citizens in the small van. This method results in broken seals which can lead to cross contamination and loss of temperature. The current method also poses a safety concern for staff due to the weight of the ice chests.

FISCAL IMPACT:

The total cost for this purchase is \$51,955.00. There is no monetary impact on the general fund. Funds are allocated within the FY2007-2008 CNP budget.

RECOMMENDATION:

Staff recommends the approval of this purchase with Caldwell Country Chevrolet for the total cost of \$51,955.00.

ATTACHMENT(S):

File Description	File Name
Contract	Caldwell Country Chevrolet.pdf
Bid Tab	08-099_Hot-Cold Food Transportation Unit.pdf
Voting Results	
Ordinance/Supplemental Documents	200809180798.pdf

DEPARTMENT HEAD AUTHORIZATIONS:

Janie Cantu Director Purchasing & Contract Services

APPROVED FOR COUNCIL CONSIDERATION:

Sharon De La Garza Assistant City Manager