LOC/fpr
9/17/15
Item No. 9

AN ORDINANCE 2015-09-17-0783

ACCEPTING AN OFFER FROM SILSBEE FORD TO PROVIDE THE TRANSPORTATION AND CAPITAL IMPROVEMENT DEPARTMENT WITH FIVE AERIAL LIFT BUCKET TRUCKS FOR A TOTAL COST OF $729,449.00, WITH FOUR VEHICLE REPLACEMENTS FUNDED WITH THE EQUIPMENT RENEWAL AND REPLACEMENT FUND AND ONE UNIT FUNDED WITH THE TRANSPORTATION AND CAPITAL IMPROVEMENTS STORMWATER OPERATIONS AND ADVANCED TRANSPORTATION DISTRICT FUNDS.

* * * * *

WHEREAS, an offer was submitted by Silsbee Ford, through the Texas Local Government Purchasing Cooperative (a.k.a. the "Buyboard"), to provide the Transportation and Capital Improvement Department with five aerial lift bucket trucks for a total cost of $729,449.00; and

WHEREAS, this purchase meets the requirements under the terms of the Texas Local Government Purchasing Cooperative agreement adopted by the City of San Antonio by Ordinance No. 97097 on January 30, 2003; **NOW THEREFORE:**

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

SECTION 1. The offer from Silsbee Ford to provide the Transportation and Capital Improvement Department with five Aerial Lift Bucket Trucks for a total cost of $729,449.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. The bid tabulation and contract are attached hereto and incorporated herein for all purposes as **Exhibit I**.

SECTION 2. Funding for this ordinance is available as part of the Fiscal Year 2015 budget per the table below.

Amount	General Ledger	Cost Center	Fund
$459,575.20	5501055	3503200001	72001000
$238,857.80	5501050	2309010001	29084000
$ 31,016.00	5501050	2304050001	29070000
Total Amt $729,449.00			

Payment not to exceed the budgeted amount is authorized to Silsbee Ford and should be encumbered with a purchase order.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP

Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 4. This ordinance is effective immediately upon passage by eight or more affirmative votes; otherwise, it is effective on the tenth day after passage.

PASSED and APPROVED this 17th day of September, 2015.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda, Acting City Attorney

Agenda Item:	**9 (in consent vote: 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20, 22A, 22B, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 35, 36, 37, 38, 40, 41, 42, 43)**
Date:	09/17/2015
Time:	10:02:11 AM
Vote Type:	Motion to Approve
Description:	An Ordinance accepting an offer from Silsbee Ford to provide the Transportation and Capital Improvement Department with five Aerial Lift Bucket Trucks for a total cost of $729,449.00, with four vehicle replacements funded with the Equipment Renewal and Replacement Fund and one unit funded with the Transportation and Capital Improvements Stormwater Operations and Advanced Transportation District Funds. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				x
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x			x	
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

City of San Antonio Bid Tabulation

EXHIBIT I

Opened:	August 12, 2015		**BuyBoard**
For:	Purchase of Aerial Lift Bucket Trucks		Silsbee Ford
6100006461		LD	1211 U.S. Hwy. 96 N.
Item	Description	Quantity	Silsbee , TX 77656 409-880-9191
1	Aerial Bucket Trucks, Aerial Lift and Service Body, 4x4 Cab/Chassis, 19,500 lbs. GVWR with 84" Cab to Axle, 6.7 liter V-8 Diesel Engine	5	
	Price Each:		$145,809.80
	Total:		$729,049.00
	Year, Make & Model of Cab & Chassis Offered:		2016 Ford F-550 Reg. Cab
	Cab & Chassis Warranty:		36 mo/36,000 Bumber to Bumper
	Engine Warranty:		5 Yr./100,000 miles Power Train
	Cab & Chassis Warranty Service Provider Name and facility address:		Red McComb Ford, 8333IH-10 West, San Antonio, TX 78230
	Year, Make & Model of Aerial Bucket Lift Offered:		2016 Altec
	Year, Make & Model of Service Body Offered:		Not Provided
	Aerial & Service Body Warranty		1 Yr. Parts, 1 Yr. Labor
	Aerial & Service Body Provider Name:		Altec
	Aerial & Service Body Facility Address:		6902 E Orem Dr., Houston, TX
	Delivery		280 Days
	Production Cut-off Date:		9-15-15
	Last day order can be placed without missing cut-off date:		9-15-15
	Can bidder provide bid items after cut-off date:		No
2	BuyBoard Cooperative Fee	1	
	Price Each:		$400.00
	Total:		$400.00
	Payment Terms		Net 30
	Total:		$729,449.00
	Total Award:		**$729,449.00**

CITY OF SAN ANTONIO

PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR OFFER ("RFO") NO.: 6100006461

PURCHASE OF AERIAL LIFT BUCKET TRUCKS

Date Issued: AUGUST 7, 2015

RESPONSES MUST BE RECEIVED **NO LATER** THAN:
10:00 AM (CENTRAL TIME), AUGUST 12, 2015

Responses may be submitted by any of the following means:
Electronic submission through the Portal
Hard copy in person or by mail

Address for hard copy responses:

Physical Address:
Purchasing & General Services
Riverview Tower
111 Soledad, Suite 1100
San Antonio, Texas 78205

Mailing Address:
Purchasing & General Services
P.O. Box 839966
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"PURCHASE OF AERIAL LIFT BUCKET TRUCKS"

Offer Due Date: 10:00 A.M. (CENTRAL TIME), AUGUST 12, 2015

RFO No.: 6100006461

Offeror's Name and Address

Bid Bond: Performance Bond: Payment Bond: Other:

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: DBE / ACDBE Requirements:

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

Pre-Submittal Conference * NO

Staff Contact Person: LD MCGARITY, PROCUREMENT SPECIALIST II, P.O. Box 839966, San Antonio, TX 78283-3966

Email: ld.mcgarity@sanantonio.gov
Phone: 210-207-2078
Fax: 210-207-4360

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

Submission of Hard Copy Offers. Submit one original offer, signed in ink, and two copies of the offer enclosed in a sealed envelope addressed to the Purchasing and General Services Department at the address and by the due date provided on the Cover Page. The name and address of offeror, the offer due date and RFO number and title shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected.

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

Offers sent to City by facsimile or email shall be rejected.

Modified Offers. Offers may be modified provided such modifications are received prior to the time and date set for submission of offers, and submitted in the same manner as original offers. For hard copy offers, provide a cover letter with the offer, indicating it is a modified offer and that the Original offer is being withdrawn. For electronic offers, a modified offer will automatically replace a prior offer submission. See below for information on submitting Alternate Offers.

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

Offerors must sign the Signature Page on hard copy offers and return the RFO document to City. For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

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

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

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

Hard Copy Alternate Offers. Hard copy alternate offers must be submitted in separate sealed envelopes in the same manner as submission of other offers. Alternate offers must be marked consecutively on the envelope as Alternate Offer No. 1, 2, etc. Failure to submit alternate offers in separate envelopes may result in rejection of an offer.

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

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

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

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

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

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

Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

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

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

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

If this solicitation contains DBE/ACDBE requirements, respondents and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Lisa Brice, who may be reached via telephone at (210) 207-3505 or through e-mail at lisa.brice@sanantonio.gov. Respondents and/or their agents may contact Ms. Brice at any time prior to the due date for submission of bids. Contacting her or her office regarding this RFO after the due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

Pre-Submittal Conference.

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

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

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

Changes to RFO.

Changes to this RFO made prior to the offer due date shall be made directly to the original RFO. Changes are captured by creating a replacement version each time the RFO is changed. It is Offeror's responsibility to check for

new versions until the offer due date. City will assume that all offers received are based on the final version of the RFO as it exists on the day offers are due.

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

Preparation of Offers.

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

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

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

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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

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

Court order. Pricing may be tabulated and posted to City's website, so shall not be considered proprietary or confidential.

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

Rejection of Offers.

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

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

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

The offer is conditional; or

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

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

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

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

Evaluation and Award of Contract.

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

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

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

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

Prompt Payment Discount.

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

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

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

Prohibited Financial Interest. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City

or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Conflict of Interest. 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 offers, 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. 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. Offeror should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your sealed offer. The Purchasing Division will not deliver the form to the City Clerk for you.

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.1 **SCOPE**: The City of San Antonio is soliciting bids Request for Offer (RFO) for a contract to provide five turnkey Aerial Lift Bucket Trucks accordance with the Building and Equipment Services Department specifications listed herein. This equipment will be utilized by Transportation and Capital Improvements. This RFO is issued pursuant to cooperative purchasing contract number **430-13** through BuyBoard with the Silsbee Ford, who will provide the five Aerial Lift Bucket Trucks.

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

4.2.1 Equipment shall be manufacturer's latest design, standard production model and shall have been manufactured within the last 12 months from the date of delivery to City. All components shall be installed new, unused, and shall be manufacturer's standard equipment unless otherwise specified or replaced herein. Equipment is to be inspected, serviced, and adjusted in accordance with manufacturer's recommended pre-delivery checklist, and ready for operation upon delivery. Manufacturer's Statement of Origin (MSO) showing manufacture within the last 12 calendar months, and completed pre-delivery checklists will be required at delivery. Equipment offered under the below listed specifications will be considered unacceptable if, for any reason, the equipment's, or major component's, long term availability on the U.S. market, or in the local area, is in doubt. All equipment will conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, sub-assemblies and component parts to be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The equipment furnished must conform to ANSI Safety Standard Z245.1-1999.

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

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

Vendor must deliver equipment to:

City of San Antonio,
Northeast Service Center,
10303 Tool Yard, Bldg #2,
San Antonio, TX 78233
Attn: Acquisitions

Delivery to a non-specified location will result in non-acceptance of the equipment by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS. Vehicles will be accepted 8:00 A.M. to 3:00 P.M. CST. Vehicles with more than 2500 miles accumulated on the odometer will not be accepted. All vehicles are required to have a full tank(s) when delivered to City specified location.

4.2.4 Equipment Manuals – Successful bidder shall furnish one set of operator manuals covering all major components of the vehicle for each unit delivered. The supplier shall furnish (4) complete sets per vehicle type, of the following: Parts Manual, Maintenance Manual, Service Manual, and Operators Manual or CD ROM per model of

all equipment, accessories, and components. The supplier shall furnish (4) complete sets of detailed literature and specifications of each vehicle type upon contract award.

4.2.5 Training - The Contractor will fully instruct the Owners personnel in the operation of the equipment furnished, after delivery, at no additional cost to the Owner. The instruction period will be of sufficient duration (minimum one day) to fully familiarize the Owners operating personnel with all elements of the equipment, and the appropriate maintenance of the equipment and related parts. This instruction and testing will be conducted by trained personnel of the Contractor and will include full instruction in equipment operation, field procedures, techniques of use, maintenance, troubleshooting, and recording and logging of field information. All training will be completed at a time mutually agreed to by the parties, and no later than one week after delivery at a location determined by City. Contractor shall furnish all materials needed to complete the training.

4.2.6 Any diesel engine being bid must conform to latest NOx EPA and GHG emission standard in effect at the time of offer. Vendor must supply a copy of the latest Emissions Certificate of Conformity for the vehicles bid. Only engines using selective catalytic reduction (SCR) technology will be accepted.

4.2.7 All bids shall include complete manufacturer's specifications for each model being bid.

4.2.8 Under this bid the left and right side is determined by sitting in the operator seat.

4.2.9 No dealership nameplates, markings or decals will be permitted on the vehicles.

4.2.10 All units must be delivered to the City in a ready for service condition.

4.2.11 VEHICLE INSPECTION: The vendor shall have each vehicle properly inspected in compliance with Texas motor vehicle laws

4.2.11.1 CHECK-IN INSPECTION: The City shall check the vehicle upon delivery to ensure compliance with this specification and any other specific requirements. The vendor shall deliver with the vehicle a vehicle-specific line-setting ticket, manufacturer's invoice, and MSO or any official documentation to verify the fact that ordered options, GVWR rating, and other requirements have been met.

4.2.11.2 Failure meet requirements as listed in document specifications may cause the delay of payment. Payment will be made within 30 days or payment terms after vehicle's acceptance or receipt of correct invoice, whichever is later. Acceptance will not be made, nor payment initiated on vehicles failing to meet specifications (unless they are brought into full compliance), and all necessary documents (i.e. MSO, odometer statement, etc.) are received by the City.

4.2.11.3 The City shall have a maximum of 5 working days to complete this inspection. Sample of inspection check list is attached as Attachment Exhibit 1. **The inspection check list will be completed by City of San Antonio personnel after vehicle has been delivered.**

4.2.14 BRAND NAMES: Manufacturer names, trade names, brand names, and product numbers used herein are for the purpose of describing and establishing tested, compatible, approved and acceptable products that are of the type and quality required by the City. The use of pre-approved brand names are not intended to limit competition; therefore the phrase "or equal" is added. For purposes of this contract, the proposed "or equal" products shall require close adherence to the established standards of performance and quality inherently derived and reasonably expected from the brand named products specified herein. The City shall be the sole judge of equality and suitability.

4.3	**ITEM**	**QUANTITY**	**DESCRIPTION**
	1	**5 EACH**	**Aerial Bucket Trucks, Aerial Lift and Service Body, 4x4 Cab/Chassis, 19,500 lbs. GVWR with 84" Cab to Axle, 6.7 liter V-8 Diesel Engine,**

2015 or newer completely assembled 4x4 Cab and Chassis Aerial Lift and Service Body.

CAB and CHASSIS - MINIMUM SPECIFICATIONS:

4.3.1 Engine – 6.7 liter V-8 diesel engine, with engine oil cooler.

4.3.2 Transmission – Minimum 6-speed automatic transmission, 4.88 limited slip axle,

4.3.3 GVWR – 4x4 cab/chassis, minimum 19,500 lbs. GVWR with 84 inch cab-to-axle minimum

4.3.4 Front Axle - Minimum 7,000 lbs. capacity with 7,000 lbs. springs.

4.3.5 Rear Axle - Minimum 13,000 lbs. capacity with 13,000 lbs. springs.

4.3.6 Shock Absorbers - Heavy duty double acting type, front and rear, in lieu of the manufacturer's regular duty shock absorbers.

4.3.7 Steering – Power steering system shall be the highest rated, heavy duty unit offered by the OEM. Equipped with tilt steering.

4.3.8 Brakes – Heavy duty, 4-wheel ABS, disc and trailer brake controller.

4.3.9 Fuel Tank – Minimum capacity 35 gallons.

4.3.10 Mirrors – OEM standard type inside. Outside, left and right, collapsible, below eye level type largest size available.

4.3.11 Wheels & Tires – Tires to meet or exceed minimum gross vehicle weight rating of vehicle, 225/70R X 19.5G maximum traction tread design with full size matching spare tire and wheel, dual rear wheels.

4.3.12 Maximum capacity engine cooling system offered by manufacturer.

4.3.13 Standard and common features, some related to safety and others to driver and passenger convenience, which are generally provided in a transit vehicle without customer stipulation shall be provided. Those features include but are not limited to adjustable instruments lighted, interior sun visors, exterior backup lights, multi-speed windshield wipers, windshield washers, coolant recovery system, etc.

4.3.14 All units to be equipped at the factory with air conditioning, full headliner, fresh air heater and defroster units, minimum radio AM/FM stereo with clock, power windows and door locks. All units to be equipped with steering column mounted gear selector unless otherwise specified. Door and ignition locks to be keyed alike. Each unit to have three (3) sets of keys.

4.3.15 Interior – Seats to be heavy duty vinyl split bench, interior coloring shall be dark grey, seat belts for driver and 2 passengers. Floor to be rubber flooring.

4.3.16 Electrical - Minimum Alternator - 120 ampere rating or greater and a 650 amp 72 amp hour HD battery.

4.3.17 Instrument panel Include a minimum speedometer, odometer, tachometer, oil pressure, water temperature, voltmeter, fuel gauge, high beam headlight indicator, turn indicator lights and Flasher warning indicator light. Include engine hour meter. Unit is to be equipped with a DOT triangle warning kit and tow hooks

4.3.18 Color: OEM White exterior body color.

AERIAL AND SERVICE BODY - MINIMUM SPECIFICATIONS:

4.3.1.1 **LIFT:** These specifications are the minimum requirements for an insulated, 44' Telescoping and Articulating Electric Drive Aerial Device, insulated upper controls and tool ports. Any alternate bid or exception to the specifications must be stated in the bid. Failure to follow the format or answer the specifications may cause your bid to be disqualified.

4.3.1.2 The lift shall be insulated telescopic articulating design with 38' platform height minimum and 44' working height minimum

4.3.1.3 The platform capacity shall be a Minimum of 400 lbs.

4.3.1.4 **CONTROL SYSTEM:** The upper control shall be a multi-jointed handle and shall include a safety trigger on the handle. An emergency stop control will be included. Upper controls must include full dielectric isolation for

operator protection. All upper control handles and tool ports must be dielectrically isolated and fully tested per ANSI 92.2 2009.

4.3.1.5 The lower control station is equipped with a selector valve to override the upper controls.

4.3.1.6 The hydraulic control valves are full pressure and full flow.

4.3.1.7 The power switch must be activated and the truck ignition must be in the "run" position in order for the lift to be operated. Start/stop controls must be located at the upper and lower control stations and integrated with the electric drive system controls. The system must be accessible from the upper or lower controls. The throttle control shall be multi-speed. The system must be accessible from the upper or lower controls and be integrated with the electric drive system. The electric drive system must operate at constant speed/flow and not require engine throttle.

4.3.1.8 **OUTER/INNER BOOM ASSEMBLY:** Equipped with an outer boom, telescopic inner boom, the telescoping inner boom shall extend and retract over sliding bearings located in the end of the lower booms. Plastic adjustable slide pads are not permitted. The hoses routed through the outer/inner boom assembly must be non-conductive and fully contained within the boom assembly.

4.3.1.9 The inner boom should not need to be removed to service the extension cylinder or sliding bearings.

4.3.1.10 Minimum Inner Boom Extension of 103 inches and 40 to 46 inch insulation gap when fully extended.

4.3.1.11 **LOWER BOOM ASSEMBLY:** As a minimum, the lower boom shall consist of an 8 in. x 10 in. steel section with a high strength fiberglass section. The assembly shall include a double acting cylinder with dual holding valves to allow the lower boom to articulate from horizontal to 87 degrees above horizontal. A compensation link shall form a parallelogram linkage to maintain the outer/inner boom assembly at a constant angle to the turret.

4.3.1.12 A stainless steel stud should be included at each end of the insert to shunt the system during electrical testing. The insert is tested per ANSI A92.2.

4.3.1.13 **TURRET/ROTATION:** As a minimum, the turret wings shall be a steel plate and designed for rigidity. A steel tube should be welded between the turret wings to support the boom cylinder and provide rigidity. The turret plate shall be machined flat to support the rotation bearing with a bearing cover to prevent foreign material from interfering with lift rotation.

4.3.1.14 **PEDESTAL:** The pedestal should be vertical weldment with an access opening on both sides. The hydraulic reservoir, hydraulic relief valve, hydraulic hoses, and emergency power DC motor and pump should be built integral to the pedestal weldment.

4.3.1.15 The desired platform size is 24 in. x 30 in. x 42 in. (.61m x .61m x 1.07m) closed fiberglass platform with one step and shall include a fitted liner and soft vinyl platform cover. Platform liner shall be tested and rated for 50 kV AC.

4.3.1.16 The basket must have a minimum safe working capacity of 400 lbs.

4.3.1.17 The platform must be end mounted with hydraulically leveled platform. The leveling system shall include a master/slave cylinder arrangement that can be actuated from the upper controls for cleanout or rescue with hydraulic leveling control at the lower control (turret) to aid in cleanout or rescue and a hydraulic platform rotator, operated by a control lever, that can rotate the platform 180 degrees from one side of the outer/inner boom assembly, across the end-hung position, to the other side of the outer/inner boom assembly.

4.3.1.18 **HYDRAULIC SYSTEM & ELECTRIC DRIVE:**
The open-center hydraulic system shall deliver a minimum 6 gpm at 3000 psi. Fluid level gages must be included. Hydraulic oil is included.

4.3.1.19 Primary hydraulic power should be provided by an Electric Drive System and integrated with aerial lift hydraulics and include programmable engine auto start and shut down. The 48 volt DC system should include four (4) absorbed glass matt (AGM) batteries, cables, fuses, and breakers, and an AC charging provision with weather proof connection at platform extension. A DC to DC converter system should be provided to charge the AGM batteries while engine is running. A battery charge level indicator gauge shall be included.

4.3.1.20 Secondary hydraulic power (6 gpm) should be provided by engine belt drive and pump system, and integrated with Electric Drive System and aerial lift hydraulics.

4.3.1.21 **GENERAL:** The complete unit is primed and painted with standard white urethane prior to assembly.

4.3.1.22 The high pressure hoses routed through the booms must be non-conductive hoses with swaged hose end fittings.

4.3.1.23 Dual pin retention is required. Pins are high strength alloy steel and chrome plated for a hard finish and corrosion resistance. Cylinder pins are held in place with torque seal marked bolts at one end and a pin cap bolted to the other end.

4.3.1.24 All critical fasteners should be torque seal marked for easy visual inspection.

4.3.1.25 **STABILIZATION:** System must include sub-frame mounted A-frame type outriggers with pivot feet, pilot operated check valves and a selector valve, provide sufficient for the equipment size.

MINIMUM BODY SPECIFICATIONS:

4.3.1.26 **BODY MATERIALS** - Main body to be fiberglass structure with smooth gelcoat finish. Compartment tops to be non-skid. Inner and outer door panels to be smooth gelcoat finish. Front bulkhead and rear skirt to be 3/16 in thick smooth aluminum. Door hinges to be stainless steel rod and socket. Body floor is aluminum tread plate.

4.3.1.27 **ACCESSORIES:**

A. Outrigger pad holders, one per side
B. Composite outrigger pads, (2) 18 in. x 18 in. x 1 in with grab handle rope
C. Back-up alarm
D. Mud flaps
E. Walking surfaces to be non-skid coating
F. Accessories/trim to be etch primed and automotive grade finish
G. Fire extinguisher,
H. Two (2) LED strobe lights in the front grill and
I. Two (2) LED strobe lights flush mounted on the rear of service body.

4.3.1.28 **STREET SIDE COMPARTMENTS -** 1st Vertical - 2 adjustable shelves and dividers on 6" centers. 2nd Vertical - 2 adjustable shelves and dividers on 6" centers. Horizontal - One removable shelf with dividers. Rear Vertical - 2 adjustable shelves and dividers on 6" centers. Hotstick shelf with drop down door at rear.

4.3.1.29 **CURB SIDE COMPARTMENTS -** 1st Vertical - 2 adjustable shelves and dividers on 6" centers. 2nd Vertical - Grip strut access steps with grab handle. Horizontal - One removable shelf with dividers. Rear Vertical - 7 fixed material hooks 2-3-2.

4.3.1.30 **TAIL SHELF -** Aluminum tread plate tail shelf 30" long x 94" wide x 6" high. Hinged lift-up lids with locking latches on tail. shelf for Electric Drive enclosure access. Electric Drive enclosures installed in tail shelf for component protection.

4.3.1.31 **REAR LIGHTING: REAR LIGHTING**
Light bar installed at rear of tail shelf. Mounted recessed rear lighting. Two stop/tail/turn, two side clearance, two rear clearance, three light center cluster, two clear backup lights.

4.3.1.32 **WARNING LIGHTS** - Include an LED arrow stick directing traffic left, right or both be mounted on the rear of the service body in line of approaching traffic from the rear. Controls shall be mounted inside of the truck cab.

4.3.1.33 DRAWINGS: The successful supplier must submit final detailed shop drawings prior to starting the work; under no condition must the successful bidder begin fabrication and/or installation without having in their possession a copy of the final detailed shop drawings approved by the City of San Antonio.

4.3.1.34 Acceptable Aerial Lift: Altec Industries 2015 or newer.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

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

Liquidated Damages for Delay:

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

Cooperative Contract Provisions.

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

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

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

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

Exhibit I – All applicable terms and conditions of the Cooperative Purchasing Contract under which vendor is submitting pricing (See Vendor's response submitted with offer).

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

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

Warranty.

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

Rejection of Disclaimers of Warranties & Limitations Of Liability.

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

Insurance.

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

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

A Vendor's financial integrity is of interest to City; therefore, subject to Vendor's right to maintain reasonable deductibles in such amounts as are approved by City, Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension here of, at Vendor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $500,000/$500,000/$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage $100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence

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

As they apply to the limits required by City, City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification

of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Vendor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Vendor shall pay any costs incurred resulting from said changes.

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

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

Name City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with City, with the exception of the workers' compensation and professional liability policies;

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

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

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

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

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

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

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

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

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

Incorporation of Attachments.

Each of the attachments listed below is an essential part of this contract, which governs the righ ts and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

Attachment A – Price Schedule
Attachment B – Supplemental Information Related to the State of Texas Conflict of Interest Requirement
Attachment C – Nondiscrimination Clause
Attachment D – Veteran-Owned Small Business Preference Program Tracking Form
Attachment E – Exhibit 1 - The Inspection Check List

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

Invoicing and Payment.

Address for Invoices. All original invoices must be sent to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

Information Required On Invoice.

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

Payment by City.

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

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

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount. City will not make partial payments on an invoice where there is a dispute.

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

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

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

Termination.

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

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

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

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

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

INDEMNIFICATION.

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph

shall not apply to any liability resulting from the negligence of CITY, it s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

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

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

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

Records Retention.

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

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

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

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

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

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

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

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

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

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, City reserves the right to deduct any delinquent taxes from payments that City may owe to the delinquent Vendor as a result of this contract.

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

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

007 - SIGNATURE PAGE

By submitting an offer, whether electronically or by paper, Offeror represents that:

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

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

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

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

If submitting your offer by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your offer.

Offeror Information:

Please Print or Type:

Vendor ID No.: V10016501

Signer's Name: A. Glen Angelle

Name of Business: Silsbee Ford

Street Address: 1211 U.S. Hwy. 96 N

City, State, Zip Code: Silsbee, Texas 77656

Email Address: gangelle.cowboyfleet@gmail.com

Telephone No.: 409-880-9191

Fax No.: 409-895-3884

City's Solicitation No.: 6100006461

Signature of Person Authorized to Sign Offer

008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

Director – the Director of City's Purchasing & General Services Department, or Director's designee.

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

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

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

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

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

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

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

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

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

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

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

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

009 - ATTACHMENTS

Attachment A
8/6/2015

PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1	5 EACH	Aerial Bucket Trucks, Aerial Lift and Service Body, 4x4 Cab/Chassis, 19,500 lbs. GVWR with 84" Cab to Axle, 6.7 liter V-8 Diesel Engine

PRICE EACH: $ 145809.80

TOTAL: $ 729049.00

YEAR, MAKE & MODEL OF CAB & CHASSIS OFFERED:
2016 Ford F-550 Reg. Cab

CAB & CHASSIS WARRANTY:
36mo / 36,000 Bumper To Bumper

SPECIFIC MAKE & MODEL OF ENGINE OFFERED (INCLUDE SAE NET HP):
Ford 6.7L V8 Diesel

ENGINE WARRANTY:
5yr. / 100,000 Power Train

TRANSMISSION OFFERED:
6spD. Automatic

CAB & CHASSIS WARRANTY SERVICE PROVIDER NAME:
Red McCombs Ford
8333 IH-10 West San Antonio, Texas 78230
877-284-4729

CAB & CHASSIS WARRANTY FACILITY ADDRESS:
Red McCombs Ford
8333 IH-10 West San Antonio Tx 78230

YEAR, MAKE & MODEL OF AERIAL BUCKET LIFT OFFERED:

2011a. A1Tec

YEAR, MAKE & MODEL OF SERVICE BODY OFFERED:

AERIAL & SERVICE BODY WARRANTY:

1yr. Parts, 1yr. Labor

AERIAL & SERVICE BODY PROVIDER NAME:

A1Tec

AERIAL & SERVICE BODY FACILITY ADDRESS:

6902 E. Orem Dr. Houston Tx.
877-462-5832

DELIVERY: Delivery will be made within 280 calendar days after issuance of purchase order

PRODUCTION CUT-OFF DATE: 9-15-15

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 9-15-15.

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

Prompt Payment Discount: 0 % _____ days. (If no discount is offered, Net 30 will apply.)

ATTACHMENT D – SUPPLEMENTAL INFORMATION RELATED TO THE STATE OF TEXAS CONFLICT OF INTEREST REQUIREMENT

The Instructions to Bidders section of this document provides information pertaining to a requirement to file the State of Texas Conflict of Interest Questionnaire (Form CIQ) required by Chapter 176 of the Texas Local Government Code. The Form CIQ is available from the Texas Ethics Commission at:

http://www.ethics.state.tx.us/forms/CIQ.pdf

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

http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

Authority. San Antonio City Code Chapter 2, Article XI describes the City's veteran-owned small business preference program.

Tracking. **This solicitation is not eligible for a preference** based on status as a veteran-owned small business (VOSB). Nevertheless, in order to determine whether the program can be expanded at a later date, the City tracks VOSB participation at both prime contract and subcontract levels.

Certification. The City relies on inclusion in the database of veteran-owned small businesses (VOSB) maintained by the U.S. Small Business Administration to verify VOSB status; however, veteran status may also be confirmed by certification by another public or private entity that uses similar certification procedures.

Definitions.

The program uses the federal definitions of veteran and veteran-owned small business found in 38 CFR Part 74.

- The term "veteran" means a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps, Coast Guard, for any length of time and at any place and who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in line of duty or while in training status.

- A veteran-owned small business is a business that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as "small" for Federal business size stand purposes.

The program uses the below definition of joint venture.

- Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

The program does not distinguish between a veteran and a service-disabled veteran-owned business and is not limited geographically.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR BID/PROPOSAL.

INSTRUCTIONS

- IF SUBMITTING AS A PRIME CONTRACTOR ONLY, COMPLETE **SECTION 1** OF THIS FORM.

- IF SUBMITTING AS A PRIME CONTRACTOR UTILIZING A SUBCONTRACTOR, COMPLETE **SECTIONS 1 AND 2** OF THIS FORM.

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

SOLICITATION NAME/NUMBER: 6100006461

Name of Respondent:	Silsbee Ford	
Physical Address:	1211 U.S. Hwy 96N	
City, State, Zip Code:	Silsbee, Texas 77656	
Phone Number:	409-880-9191	
Email Address:	gangelle.cowboyfleet@gmail.com	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes	No
Name of **SUBCONTRACTOR** Veteran-Owned Small Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is **SUBCONTRACTOR** certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is **SUBCONTRACTOR** certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified **SUBCONTRACTOR** as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount		

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Veteran-Owned Small Business Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

BIDDER/RESPONDENT'S FULL NAME:

A Glen Angelle

(Print Name) Authorized Representative of Bidder/Respondent

(Signature) Authorized Representative of Bidder/Respondent

Sales Person

Title

6-12-15

Date

This Veteran-Owned Small Business Program Tracking Form must be submitted with the Bidder/Respondent's bid/proposal.

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

CITY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION TO VALIDATE BIDDERS'/RESPONDENTS' DESIGNATION AS A CITY BUSINESS.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR RESPONSE EVEN IF YOU ARE NOT SEEKING A LOCAL PREFERENCE. THE BIDDER / RESPONDENT MUST COMPLETE THE FOLLOWING FORM TO BE IDENTIFIED AS A CITY BUSINESS. IF BIDDER / RESPONDENT IS SUBMITTING AS A JOINT VENTURE, EACH CITY BUSINESS THAT IS A MEMBER OF THE JOINT VENTURE MUST COMPLETE AND SIGN THIS FORM.

PROVIDE THE FOLLOWING INFORMATION IF BIDDER/ RESPONDENT IS SUBMITTING AS PART OF A JOINT VENTURE. Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

STATE BIDDER'S / RESPONDENT'S PERCENTAGE OF OWNERSHIP IN THE JOINT VENTURE: _____%

SUBMIT A COPY OF THE JOINT VENTURE AGREEMENT. SUBMIT ANY OTHER DOCUMENTATION REQUESTED BY CITY TO SUBSTANTIATE THE EXISTANCE OF AND/OR PARTICIPATION IN THE JOINT VENTURE. NO PREFERENCE POINTS WILL BE ALLOCATED TO A JOINT VENTURE THAT FAILS TO SUBMIT REQUIRED DOCUMENTATION.

SOLICITATION NAME/NUMBER: 6160006461

PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S HEADQUARTERS:

Name of Business:	Silsbee Ford	
Physical Address:	1211 U.S. Hwy 96N	
City, State, Zip Code:	Silsbee, Texas 77656	
Phone Number:	409-880-9191	
Email Address:	gangelle.cowboyfleet@gmail.com	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent: N/A		
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	Yes	(No)
Has the business been headquartered in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	(No)
If the answers to the questions above are "Yes", stop here. If the answer to either of the above questions is "No", provide responses to the following questions:		

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S LOCAL OFFICE (IF APPLICABLE):

Name of Business:	N/A
Physical Address:	
City, State, Zip Code:	
Phone Number:	
Email Address:	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent in the local office: _____	

Is the business located in the incorporated San Antonio city limits? (circle one)	Yes	No
Has the business been located in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one)	Yes	No

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Local Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Local Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

BIDDER'S / RESPONDENT'S FULL NAME:

A Glen Angell Jr.

(Print Name) Authorized Representative of Bidder / Respondent

(Signature) Authorized Representative of Bidder / Respondent

Sales Manager

Title

8-12-15

Date

This Local Preference Identification Form must be submitted with the bidder's / respondent's bid/proposal response.