LOC/fpr
9/10/15
Item No. 7

AN ORDINANCE 2015-09-10-0764

ACCEPTING AN OFFER FROM MAC HAIK DODGE CHRYSLER JEEP, UTILIZING THE HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE CONTRACT, TO PROVIDE ONE MEDICAL SPECIAL OPERATIONS UNIT AMBULANCE FOR A TOTAL COST OF $215,300.00, FUNDED WITH THE EQUIPMENT RENEWAL AND REPLACEMENT FUND.

* * * * *

WHEREAS, an offer was submitted by Mac Haik Dodge Chrysler Jeep to provide the City of San Antonio Fire Department's Emergency Medical Services Division with one turnkey Class 1, Type 1, medical special operations unit ambulance for a total cost of $215,300.00; and

WHEREAS, this purchase meets the requirements under the terms of the Houston/Galveston Area Council of Governments Cooperative Purchasing Agreement adopted by the City of San Antonio on October 10, 1996 through Resolution No. 96-41-48; **NOW THEREFORE:**

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

SECTION 1. The offer from Mac Haik Dodge Chrysler Jeep to provide the City of San Antonio Fire Department's Emergency Medical Services Division one turnkey Class 1, Type 1, medical special operations unit ambulance for a cost of $215,300.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of the bid tabulation sheet and contract are attached hereto and incorporated herein for all purposes as **Exhibit I**.

SECTION 2. Funding in the amount of $215,300.00 for this ordinance is available in Fund 72001000, Cost Center 3503200001 and General Ledger 5501055, as part of the Fiscal Year 2015 Budget.

SECTION 3. Payment not to exceed the budgeted amount is authorized to Mac Haik Dodge Chrysler Jeep and should be encumbered with a purchase order.

SECTION 4. 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 5. This ordinance is effective immediately upon passage by eight or more affirmative votes; otherwise, it is effective on the tenth day after passage.

PASSED and APPROVED this 10th day of September, 2015.

Ivy R. Taylor

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda, Acting City Attorney

Agenda Item:	**7 (in consent vote: 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16A, 16B, 18, 19, 20)**
Date:	09/10/2015
Time:	11:25:20 AM
Vote Type:	Motion to Approve
Description:	An Ordinance accepting an offer from Mac Haik Dodge Chrysler Jeep, utilizing the Houston-Galveston Area Council cooperative contract, to provide one replacement medical special operations unit (MSOU) for a total cost of $215,300.00, funded with the Equipment Renewal and Replacement Fund. [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				
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				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				x
Michael Gallagher	District 10		x			x	

City of San Antonio Bid Tabulation

EXHIBIT I

Opened:	July 24, 2015		
For:	MSOU AMBULANCE		**HGAC**
			Mac Haik Dodge Chrysler Jeep
6100006257		IM	11000 North Freeway
			Houston,
Item	**Description**	**Est. Qty**	TX 77037 281-768-1881
1	Type I Ambulances, Class 1, Configuration "A" (ALS), mounted on Dodge 4500 Chassis, generator powered module	1	
	Price Each		$214,300.00
	Price Total		$214,300.00
	Year, Make & Model Cab & Chassis		2016 Dodge Ram 4500 6.7L Diesel Chassis
	Make & Model of Transmission		Aisin HD 6 sp. Auto Trans
	Make & Model of Engine		6.7L Cummins Turbo Diesel
	Cab & Chassis Warranty		100,000 miles/5 years power train, 36,000 miles/3 years bumper to bumper
	Body Warranty		Lifetime module warranty
	Manufacturer Cut-Off Date		December 31, 2015
	Last Day to Place Orders		December 31, 2015
	Firm Pricing		Not Specified
	Delivery Days		180-220 **After receipt of chassis at dealer and receipt of Guardian Safetv Seat at Frazer.
2	HGAC Fee	1	
	Price Each		$1,000.00
	Total Price		$1,000.00
	Warranty Provider		Frazer, Ltd./San Antonio Fire Department Services & Logistics Division is authorized by Frazer to perform warranty work.
	Warranty Provider Address		7227 Rampart, Houston, TX 77081
	Delivery		180-220 Days *After receipt of chassis at dealer and receipt of Guardian Safety Seat at Frazer.
	Payment Terms		1/2 % 10 Days
	Total Award		**$215,300.00**

CITY OF SAN ANTONIO

PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR OFFER ("RFO") NO.: 6100006257

PURCHASE OF MSOU AMBULANCE

Date Issued: JULY 17, 2015

RESPONSES MUST BE RECEIVED **NO LATER** THAN: 10:00 AM, C.T., JULY 24, 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 MSOU AMBULANCE"

Offer Due Date: 10:00 A.M., C.T., JULY 24, 2015

RFO No.: 6100006257

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: IAN MONTEMAYOR, PS II, P.O. Box 839966, San Antonio, TX 78283-3966
Email: IAN.MONTEMAYOR@SANANTONIO.GOV

SBEDA Contact Information: , 210-207-3900,

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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

SCOPE: The City of San Antonio is requesting an offer to furnish 1 each Turnkey Class 1, Type I Ambulance in accordance with specifications listed herein. The ambulances will be utilized by the Fire Department Emergency Medical Services Division in support of their advance life support program and Medical Special Operations Unit (MSOU).

GENERAL REQUIREMENTS:

These specifications are intended to describe complete ambulances of the type identified, ready for operation. Any items omitted from such specifications which are clearly necessary for completion of such equipment and its appurtenances will be considered a portion of such equipment although not directly specified or called for in these specifications, and must be included in the equipment provided.

The price to be quoted will include all materials, tools, equipment and other costs necessary to fully complete the delivery of the ambulance pursuant to these specifications. All requirements are considered minimums.

APPLICABLE STANDARDS:

This specification requires a Class I, Type 1 Ambulance which conforms to Federal Specifications for safety and function, KKK-A-1822-E or latest specifications at time of bid. Vendor is to include a LETTER OF CERTIFICATION from an independent testing laboratory certifying that the ambulance type and weight required by the bid specification has been examined and tested for compliance to this standard. This specification also requires conformance with the Federal Motor Vehicle Safety Standards (FMVSS) and Federal regulations applicable for the year of manufacture. The ambulance shall be in complete compliance with all requirements of the laws of the State of Texas for lighting equipment and all warning and safety devices, and with applicable FMVSS as established by the Department of Transportation (DOT) in effect at time of bid. It MUST also have a valid State of Texas Inspection Sticker. All bodies and components in this bid will be installed in accordance with the current chassis manufacturer recommendations. Awarded vendor must hold a franchised dealer's license in accordance with Texas Occupations Code Section 2301.252.

All licensing information must be submitted with bid. Failure to comply with this requirement may result in the rejection of bid.

If at time of award KKK-A-1822-E is superseded by new standards including NFPA 1917 the most current standards will be followed for construction.

CAB AND CHASSIS:

The cab and chassis will be rated according to manufacturer's published standards. A custom chassis upgrade will be in accordance with San Antonio Fire Department specifications contained herein. Custom graphics will be furnished and applied in accordance with San Antonio Fire Department specifications to match previous purchased vehicles.

AMBULANCE BODY:

The ambulance body is to be a custom manufactured body for the City of San Antonio. The ambulance body will be of all aluminum construction and of standard design that meets Federal Specification KKK-A-1822-E or latest specifications at time of bid. It will be completely modular in design for easy removal and replacement on similar chassis, NO EXCEPTIONS.

Module will be 14' with transverse compartment at front of module. The compartment will have full height access doors on each side. The compartment will have two shelves with slide out trays ½ the width of the module accessible from each side of the module for a total of 6 (to include the floor of the compartment).

COMPLETE UNIT & KEYS:

The completed unit will be new 2015 model or newer with four sets of key fobs provided for both the module and cab. Exterior module doors and all compartments are to be keyed alike, except where specified below.

All units' driver and passenger doors will be keyed alike so that one key will operate all ignitions and open all unit cab doors. Module doors and compartment doors will be keyed alike so that one key will open all module and compartment doors for all units in this bid.

All chassis keys will be keyed alike to allow use of keys on any one of the ambulances.

QUALITY CONTROL:

Workmanship throughout will conform to the highest standards of commercially accepted practice for this class of work and will result in a neat and finished appearance. All exposed surfaces and edges will be smooth, free from burrs and other projections and will be neatly finished.

CONFORMITY OF UNITS AND PARTS:

All units or parts not specified will be the contractor's standard units or parts and will conform in material, design or workmanship to the best practice known in the automotive industry. All parts will be new and in no case will used, reconditioned or obsolete parts be accepted. Any one part used will be an exact duplicate in manufacture, design and construction in all ambulances delivered as part of this bid. Equipment throughout each ambulance will be installed so that it will be interchangeable among the ambulances.

OMISSION OF DETAILS:

No advantage will be taken by the manufacturer in the omission of any parts or details which make the ambulance complete and ready for service even though such parts or details are not mentioned in these specifications. All units or parts not herein specified will be the manufacturer's standard units.

BRAND NAMES:

The supplier is responsible for notifying the City of San Antonio of any inappropriate brand name, component and/or equipment that may be called for in these specifications, and to propose a suitable replacement for consideration prior to submission of bid.

REPLACEMENT PARTS, MAINTENANCE MANUALS AND PARTS BOOKS:

A supply of replacement parts for the ambulance specified must be guaranteed by awarded vendor of ambulance for a ten year period from date of purchase. Vendor must also guarantee to keep parts books and maintenance manuals up to date for that period. A complete set of maintenance manual, wiring diagram (including one (1) laminated 11" x 17" "as built" wiring diagram), drawings and other pertinent data, and a complete set of parts book must be furnished, along with one (1) owner's operation manual. Each laminated electrical drawing shall include the shop order number of that specific vehicle and warranty period for all serviceable components.

WARRANTY AND RESPONSIBILITY FOR MATERIALS AND ACCESSORIES:

Ambulance manufacturer must warrant materials and accessories used in the ambulance whether the same are made by the ambulance manufacturer or purchased under subcontract from an outside source.

Bidder shall state the warranty provisions offered covering the proposed ambulance and all optional equipment as to defective workmanship and/or material. Bidder will be responsible for all transportation charges on replacement parts during the warranty period. The San Antonio Fire Department Shop personnel will be authorized for warranty repairs at the current City shop rate. A sample warranty claim form must be provided with bid response.

LOCATIONS OF NEAREST PARTS DEPOT AND TECHNICAL SERVICE REPRESENTATIVE:

The awarded vendor will provide the name(s) and location(s) of technical service and parts representative responsible for assisting the City, as well as the location of the nearest depot which will furnish a complete supply of parts and components for the repair and maintenance of the vehicle to be supplied. The City of San Antonio reserves the right to require the vendor to provide a qualified mechanic technician to the San Antonio Fire Department Shop at any time during the warranty period at the vendor's expense, until the City of San Antonio is satisfied with the repair product.

PARTS:

All body parts will be standard items and will be available for repair or replacement within forty-eight (48) hours upon notification from City. Body builder will stock, or have available for immediate replacement, all parts of body as listed in parts manual.

GUARANTEE:

The awarded vendor and fabricator of the vehicle(s) will guarantee the manufacturer's warranty for cab and chassis and all other assembled component parts as if purchased from the original manufacturer. The modular body warranty must be 15 years or greater. The ambulance conversion warranty will be equivalent in duration to the chassis manufacturer's warranty.

DESCRIPTIVE MATERIALS AND PHOTOGRAPHS:

Awarded vendor will furnish descriptive materials such as plans, drawings, photographs, diagrams, illustrations, written descriptions and manufacturer's literature which will enable the San Antonio Fire Department to determine the exact quality, design and appearance of the ambulance the vendor proposes to furnish. All equipment listed or shown in the manufacturer's literature, drawings and photographs are to be furnished.

PRE-CONSTRUCTION CONFERENCE:

Vendor shall schedule a pre-construction conference at the manufacturer's site with the Vendor and representatives of the SAFD at a mutually agreed upon date and time. This conference will be held before any metal is bent and sheared.

INSPECTION TRIP:

There will be an inspection trip made by representatives of the City to the factory when the vehicle is completely finished, and one in a state of construction that allows a view of all welding and extrusions, compartment dimensions, wiring and intended insulation. Cabinetry will be available for inspection, but not installed. Box will be mounted to the chassis. Time and date of said trips will be by mutual agreement of Fire Department Specification Committee. This inspection will be done in accordance with KKK-A-1822-E, Sec. 6.2 ZZ. Inspection trip schedule will be finalized at the pre-construction conference. This does not exclude other inspection trips with prior notification by City of San Antonio representative. It will be at the vendors discretion to provide travel, lodging and meals for the above mentioned conference and trips.

DELIVERY:
Delivery will be to a location in San Antonio, Texas, specified by City and identified on Purchase Order. The vendor will be responsible for vehicle(s) until accepted by representative at City of San Antonio Facility in San Antonio, TX.

ADDITIONAL REQUIREMENTS

The awarded vendor will submit for the approval of the City any drawings and plans showing the size and location of compartments, doors, seats and other equipment not specifically described in the specifications before fabrication and assembly of the ambulance.

Manufacturer's Statement of Origin must be presented upon delivery and before payment for delivered vehicles will be made.

The City reserves the right to increase the quantity of ambulances, depending on availability of funds through December 31, 2015.

Prices will remain firm during the contract period.

Deliveries will be coordinated with Chief of Fire Department Services or their designee.

ITEM	QUANTITY	DESCRIPTION
1	1 Each	Type I Ambulances, Class 1, Configuration "A" (ALS), mounted on Dodge 4500 Chassis, generator powered module,

The cab and chassis will be a new 2015(or newer) Dodge 4 x 4 4500, Ambulance prep package (or similar equipment package) with all components and standard equipment and any other options as may be necessary to fully comply with its intended use as an Advanced Life Support response vehicle.

Units will contain electric door locks, (4) on all entry/exit doors.

CHASSIS SPECIFICATIONS:

1. Regular cab, dual rear wheels

2. Cummins 6.7L Turbo diesel engine, including tachometer

3. Heavy duty six speed with overdrive electronic automatic transmission

4. Tilt steering wheel, light convenience group, air conditioning. Flooring shall be automotive vinyl or rubber; carpet is unacceptable.

5. LT 235/75R17BSW AS17 all season tires

6. San Antonio Fire Department Standard Ambulance Paint Scheme

7. Chrome appearance package including chrome grill

8. Super engine cooling

9. License plate bracket

10. (2) Factory Installed Batteries

11. Interior enhancement/light group including dual beam dome/map lights, headlights on audible alert, map pocket in door trim, right hand visor, vanity mirror

12. Ambulance prep package including air conditioner, 130 amp alternators, passenger side airbag, wide axle, adjustable gas and brake pedal.

FRAME MODIFICATIONS:

1) Steering and suspension systems shall not be modified and

2) Drilling, cutting, or welding of any OEM steering or suspension component, including mounting brackets, is unacceptable. Thus, factory suspension components shall not be modified except to install air ride suspension. NO EXCEPTIONS.

CAB SEATING:

Each unit shall be equipped with two OEM "Captain's Chairs" with retractable seat belts and shoulder restraints. The driver's seat will be a 6-way power adjustable seat. Seats will be reupholstered vinyl gunmetal gray (or other color agreed upon at preconstruct conference).

CAB CONSOLE:

A custom built console will be mounted in the cab. The console will contain all required switches and accommodate additional spare switches. The switches will be easily serviced through an access panel(s). The console will incorporate lighted rocker-type switches, and a "dead-front" status indicator panel. Illumination for SAFD provided radio chargers. Provisions for the recessed installation of radio control heads will be included in the control panel. Storage will be available at rear of console for map book storage. Actual design and dimensions of this console and map box will be approved by City and finalized at the pre-construction conference. Installation of SAFD provided radios and chargers at determined location.

MIRRORS:

The vehicle will be equipped with slide out trailer type mirrors. OEM are acceptable if they meet this criteria.

TIRES AND WHEELS:

Vendor shall provide the O.E.M. manufacturer's standard steel vented rims. Inner rear wheels will include a valve extender.

One spare tire with wheel must also be provided.

HORNS:

The O.E.M. manufacturer's dual electric horns will be provided.
In addition, Vendor shall install one set of Buell air horns (10" and 12") with switch on console. The air compressor will of quick recovery type.

EMERGENCY LIGHTS:

LED (light Emitting Diode) emergency warning lights shall be installed and shall conform to minimum of KKK-A-1822-E standards. Flash pattern will be set to SAFD requirements.

NON-EMERGENCY LIGHTS:

The rear stop/tail/directional lights will be 4.00" round, light emitting diode (LED) lamp kits for lower with an upper 4x6 stop/turn combination or similar light as approved by City at preconstruction conference.

GENERAL BODY CONSTRUCTION:

The body must meet the requirements of this specification and those in KKK-A-1822-E. The interior layout will be such that a technician may administer life support treatments to at least one person during transit.

The base frame shall be constructed of 3" x 1 1/2" x .188" wall tubing and 3" x .188" wall channel. In order to limit unnecessary weight and to maintain structural strength, the driver's side, passenger side, front walls and roof structure shall be 1 1/2" x 1 1/2" x .125" tubing on 14" centers. Double tube members shall be located at all vertical corners and single tube members shall be located at all horizontal corners eliminating void areas in the corners and thereby increasing structural strength. All structural members shall have full welds at each 90° joint. The rear wall structure shall be 2" x 2 1/2" x .125" tubing.

Aluminum 1/4" and 3/8" plates shall be welded to the walls or ceiling structures to provide firm securing for installed equipment (e.g., cabinets, benches, cylinders, rails, seat belts).

The roof and side body panels shall be minimum .080 sheet aluminum attached firmly by flexible methacrylate. Short radius trim shall cover all edges. The body shall be of sufficient strength to pass the static load test referenced in KKK-A-1822E.

PATIENT COMPARTMENT INTERIOR:

The patient compartment will meet the following as minimum requirements.

Length will be not less than 144 inches.

Width will be not less than 95 inches.

Height measured from floor to ceiling in the primary patient area will be not less than 70 inches, except where otherwise noted.

The interior of the patient compartment will be clear of all sharp projections. Exposed edges will be padded to approval of SAFD.

Interior body insulation shall be a combination of block polystyrene (1 1/2" thick) and reflective radiant barrier (Reflectex) applied to the roof and four (4) side walls. All requirements for self-extinguishment shall be met.

Cabinets shall be powder coated aluminum and shall contain no wood products.

Paramedic design IV and Medication holder (or equivalent in construction, layout and quality) shall be installed behind curbside bench seat and on both sides of the driver side CPR seat. The holders shall be mounted to with stand normal use in an emergency ambulance setting. All screws will be flush and like color. Double sided tape may be used for additional securing around corners and edges.

One mapbook holder must mounted behind the captain's chair to the wall of the front I/O. This shall have locking nuts on the bolts with no excess bolts protruding out.

ATTENDANT SEATING:

This seat will be a color coordinated, Serenity Guardian Seat. (NO SUBSTITUTION). This seat will contain an integrated Toddler seat as well as an integrated infant seat. The seat is to be installed on a metal 360 degrees swivel base providing the ability to clean the floor under the seat.

OXYGEN SUPPLY:

The vehicle shall come equipped with an installed main system that will supply oxygen with correct pressure rated hose based on using one "H" cylinder. The cylinder valve will be accessible from inside the patient compartment by way of a flip up lexan covered pass-through.

Three (3) oxygen wall outlets are required: one (1) on action shelf, one (1) on ceiling, one (1) over bench seat. All three will be combination DISS outlet with integrated flow meters.

One (1) CGA-540 50psi oxygen regulator or equivalent, will be provided by the vendor.

All system supply hoses are to be secured within the walls using protective grommets or brackets, spaced every twelve (12) inches minimum. The system must be tested for leaks prior to delivery.

ON-BOARD ASPIRATOR:

The vehicle must include an on-board, electrically operated vacuum aspirator, utilizing an Impact brand self-contained suction unit. The bracket will be mounted on the street side of the ambulance, in the action area, in such a manner as to allow a standard 6 foot suction tubing (with attached Yankauer tip) to reach the head of the patient on either the cot or the squad bench. The unit will include a suction regulator with gauge.

IV HOLDERS:

Two IV holders, one over the cot, and one over the squad bench, will be included for the suspension of intravenous fluid containers. One additional hook will be mounted near air conditioner in rear driver side of patient compartment.

HEATING, VENTILATION, AND AIR CONDITIONING EQUIPMENT:

Install a 115 volt heat unit (Consolidated Electrical Distribution #174, or equal) in the module to provide a minimum heating capacity of 6,300 BTUs.

The module air conditioner/ heat pump shall be a self contained 15,000 BTU air conditioner/ 14,000 BTU heat pump, 115 volt, R22 system (Dometic #39335.541 or equal). The evaporator shall have a conventional residential register with adjustable louvers for adequate air volume and direction. Air circulation shall be provided through a two-speed blower with at least 420 CFM. This unit is completely separate from the factory chassis (12 volt) air conditioner.

12 VOLT DC POWER:

Each ambulance must contain one (1), three outlet 12 volt DC cigarette lighter type receptacle installed on the action panel to power a cellular phone, and one (1), three outlet 12 volt DC cigarette lighter type receptacle installed on the bulkhead on the lower shelf of the cabinet near curb side door.

All of these receptacles will be furnished with a separate 12 volt DC, 20 ampere capacity circuit. Wiring and circuitry will be rated to carry a maximum short circuit current until the circuit breaker opens. All circuits will be protected by medical diode isolators.

Anderson type plug will also be provided to power a trans safe bariatric winch.

115 VOLT AC POWER:

Each ambulance must contain at least four 110 volt AC power outlets provided in the action area. These outlets will be powered by the installed 115 volt AC power shoreline when the vehicles on-board generator is turned off. The outlet covers will be at least one inch apart, but no more than two inches apart, so as to accommodate chargers for medical equipment or designed to accommodate four plugs. Each ambulance must also be equipped with a 110 volt AC power outlet on the lower shelf of the cabinet near the curbside door.

Auxillary Power Source:

A 5500 watt gas powered ONAN generator (or equitable replacement) shall be installed in the rear, curbside compartment of the module. The generator shall supply all power for the module, including heating and air conditioning, and all emergency lights. Twelve volt power from the vehicle chassis shall be wired to be available to power critical systems in the event the on-board generator should fail. The transfer of emergency power from the chassis shall be automatic and require no activation by the operator. The exhaust for the generator will be routed to driver side of vehicle just behind rear axle.

REGRIGERATED STORAGE:
Each ambulance shall come equipped with one Engel type 12 Volt cooler secured behind the captain's chairs. The cooler must be large enough to maintain 8 500cc bags of normal saline cold for therapeutic hypothermia administration.

MISCELLANEOUS:

SIREN AND SPEAKERS:

The vehicle will be equipped with one Whelen 295HFSC9 with two Whelen SA 315 100 watt speakers with surface mount bracket.

SAFETY CAMERA:

Each unit will come with Voyager back up camera and in-module camera with color LCD monitor in the cab. The camera will have wide range of view when used as a "back up" camera.

COMMUNICATIONS EQUIPMENT:

Vendor shall provide a 3M Opticom pre-emption system and shall wire it to activate only when the ambulance emergency lights are activated and the transmission is in any gear but "Park".

Wiring and antennas shall be preinstalled for radio and telecommunication equipment. Vendor shall install Data 911 system, provided tri-band radio and associated antennas. Locations and specific requirements to be determined by City at pre-construct meeting.

BATTERY CHARGER:

Vendor shall install an on-board battery charger.

BACK-UP ALARM:

Vendor shall provide and install an electric back-up alarm.

PAINT AND STRIPING:

The exterior modular body must be painted to match the manufacturer's chassis color. The paint process is to be of the highest quality and will conform to accepted industry standards. Striping and lettering is to be custom designed by the SAFD. Color is to be determined by City at the pre-construction meeting.

The rear of the ambulance shall be covered with 3M diamond conspicuity film in red & lime colors in an inverted "V" pattern.

SPOTLIGHT:

Vendor shall provide one (1) hand held spotlight. The light will be wired to a cigarette style plug. The plug will have an off/on switch located on the plug.

The spotlight is to be a minimum 300,000 candlepower light with momentary switch, hold down to light, release to turn off.

DRUG BOXES:
Module will have one aluminum double locking drug box with touch-point cam lock. Location of box to be decided by City at pre-construction conference. 12 volt power will also be installed in front corner for future med vault installation. Front lip of shelf will be removable for installation of said med vault.

INTERCOM:

Vendor must provide and install a Newmar brand 2 station hard wired voice intercom, handset type, for communications between patient compartment and chassis cab. The City of San Antonio reserves the right to approve the brand and features of this device at the pre- construction conference.

One additional open type communication device will be placed with open side in patient compartment. Intercom will not be able to be muted from drivers compartment.

SIDE ENTRY DOOR STEP:

An automatically retracting door step shall be installed at the side entry module door. The step shall fold out when the door is opened and retract when the door is closed. Brand name will be decided upon at preconstruct conference.

CHECK-OUT TIMER:

The patient compartment of the ambulance must have a check-out timer, with a 0 -15 minute control switch located in the action area panel

SAFETY EQUIPMENT:

The front inside/outside compartment must be secured by dual lexan doors to secure all items stored on the front I/O. Vendor must install a shelf to protect items from blocking the function of the doors. Brand of door will be decided upon at preconstruct conference. Doors will require no action to lock doors closed. Doors will be smooth functioning open and close.

Ground surface around entry doors to patient module will be illuminated when vehicle is in park per NFPA Standard. This shall require NO action on the part of crew member.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

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

Cooperative Contract Provisions.

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

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

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

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

Exhibit I – All applicable terms and conditions of the Cooperative Purchasing Contract number AM10-14 through HGAC BUY.

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.

All Or None Bid.

City of San Antonio will make award to one vendor only.

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, which shall be clearly labeled "Purchase of MSOU Ambulance" 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. 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. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	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

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
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 rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

Attachment A – Price Schedule
Attachment B – Supplemental Information Related to State of Texas Conflict of Interest Requirement
Attachment C – Veteran Owned Small Business Tracking Form

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.	56-2457872
Signer's Name	David Sheehy
Name of Business	Mac Haik Dodge Chrysler Jeep
Street Address	11000 North Freeway
City, State, Zip Code	Houston, TX 77037
Email Address	dsheehy@machaikdcj.com
Telephone No.	281-768-1881
Fax No.	281-820-7435
City's Solicitation No.	6100006257

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

ITEM	QUANTITY	DESCRIPTION
1	1	Type I Ambulances, Class 1, Configuration "A" (ALS), mounted on Dodge 4500 Chassis, generator powered module

PRICE EACH: $ 214,300.00

TOTAL: $ 214,300.00

CAB & CHASSIS YEAR, MAKE & MODEL: 2016 Dodge Ram 4500 6.7L diesel chassis

SPECIFIC MAKE & MODEL OF TRANSMISSION OFFERED:
Aisin HD 6 sp. Auto Trans

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

CAB & CHASSIS WARRANTY: 100,000 miles / 5 years power train, 36,000 miles / 3 years bumper to bumper

BODY WARRANTY: Lifetime module warranty

DELIVERY: Delivery will be made within 180 - 220 calendar days after receipt of purchase order.** **After receipt of chassis at dealer and receipt of Guardian Safety Seat at Frazer

MANUFACTURER CUT-OFF DATE: December 31, 2015

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: December 31, 2015.

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?

ITEM	QUANTITY	DESCRIPTION
2	1 each	HGAC FEE

HGAC FEE: $ 1,000.00 EACH. $ 215,300.00 TOTAL

Authorized Warranty Provider:

Frazer, Ltd. / San Antonio Fire Department Services & Logistics Division is authorized by Frazer to perform warranty work.

Warranty Provider Address:

7227 Rampart Houston, TX 77081

Prompt Payment Discount: 1/2 % 10 days. (If no discount is offered, Net 30 will apply.

**This Frazer additional requirement is due to the fact that the bid specification includes the Guardian Safety Seat manufactured by Serenity Safety Products.

Due to ongoing supplier issues with Serenity Safety Products, Frazer has had great difficulty in the past with storage and delayed delivery of San Antonio units while waiting for these chairs to arrive at our facility.

Frazer will not begin work on a unit until the seat for that unit is in our possession. This is to ensure that both our production line and delivery of the unit to San Antonio are not delayed.

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: MSOU / RFO No. 6100006257

Name of Respondent:	Frazer, Ltd.	
Physical Address:	7227 Rampart	
City, State, Zip Code:	Houston, TX 77081	
Phone Number:	713-772-5511	
Email Address:	sales@frazerbilt.com	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No X
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 X
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Percentage:	100%	
Participation Dollar Amount:	100%	

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes	No X
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 X
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 X
If yes, provide the name of the entity who has certified **SUBCONTRACTOR** as a VOSB. Include any identifying certification numbers.		
Participation Percentage:	-0-	
Participation Dollar Amount	-0-	

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:

Adam Fischer

(Print Name) Authorized Representative of Bidder/Respondent

(Signature) Authorized Representative of Bidder/Respondent

Vice President of Sales

Title

May 5, 2015

Date

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

City of San Antonio

Office of the City Clerk

CONFLICT OF INTEREST QUESTIONNAIRE ADDENDUM — FORM CIQ-A

For vendor or other person doing business with local governmental entity

Completed Conflict of Interest Questionnaires and Conflict of Interest Questionnaire Addenda are to be submitted by all individuals and/or entities who seek to do business with the City of San Antonio. Completed Forms shall be filed with the City Clerk no later than the 7th business day after the date the person/entity: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City.

A CIQ and CIQ Addendum are required to be filed for **EACH** solicitation submitted, and are required to be submitted together.

1 **Name of person who has or is seeking to have a business relationship with the City of San Antonio.**

DAVID M. SHEEHY

2 **Name of Company that has or is seeking to have a business relationship with the City of San Antonio.**

MAC HAIK DCJ

2a **Business Contact information for Company listed above.**

Business Address: 11000 NORTH FREEWAY Houston, TX 77037

Phone: 281-768-1881

Email: dsheehy@machaikdcj.com

3 **Bid Name or Description of Service**

RAM CHASSIS CABS FOR FRAZER LTD

4 **Printed name of person doing business with the City of San Antonio (same as denoted on Box 4 of Form CIQ).**

DAVID M SHEEHY

Completed Conflict of Interest Questionnaires and Addenda should be mailed or hand-delivered separately from the solicitation (bid) to one of the following addresses:

Mailing Address: **Office of the City Clerk**
P.O.Box 839966
San Antonio, TX 78283-3966

Physical Address: **Office of the City Clerk**
City Hall, 2nd Floor
100 Military Plaza
San Antonio, TX 78205

Print Form

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No N/A

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No N/A

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No N/A

D. Describe each employment or business relationship with the local government officer named in this section.

4 David M. Sturdy

Signature of person doing business with the governmental entity

05/05/2015

Date

Adopted 06/29/2007