

AN ORDINANCE 2007-09-20-0995

**ACCEPTING THE BID FROM MISSION GOLF CARS TO
PROVIDE THE GOLF OPERATIONS DEPARTMENT
WITH 415 ELECTRIC GOLF CARS FOR A COST OF \$1,325,510.00,
FROM TAX EXEMPT LEASE PURCHASE FUNDS OR OTHER
FINANCIALS OBLIGATIONS.**

* * * * *

WHEREAS, bids were submitted to provide the City of San Antonio Golf Operations Department with 415 electric golf cars; and

WHEREAS, the bid submitted by Club Cars, Inc. included material changes to the City's terms and conditions and was, therefore, considered non-responsive; and

WHEREAS, Mission Golf Cars was the low responsive bidder for a total contract cost of \$1,325,510.00; **NOW THEREFORE**:

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

SECTION 1. The low, responsive bid of Mission Golf Cars to provide the City of San Antonio Golf Operations Department with 415 Electric Golf Cars for a total cost of \$1,325,510.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements, and is further contingent upon the execution of a lease purchase agreement to provide financing therefore. The bid and bid tabulation sheet are attached hereto and incorporated herein for all purposes as Exhibit I.

SECTION 2. The total cost of this purchase is \$1,325,510.00, which will be paid through a Tax-Exempt Lease Purchase Contract with Bank of America. This purchase is, therefore, contingent on the execution of a lease program schedule or other financial obligations.

SECTION 3. It has been found and declared that the bid submitted by Club Cars, Inc. contained material variances to the City's Invitation for Bids and was, therefore, non-responsive.

SECTION 4. The Municipal Golf Association - San Antonio (MGA-SA) will be responsible to reimburse the city of San Antonio Golf Fund the amount of the debt service payments for the number of the golf carts located at each golf course being managed by MGASA upon the date of the transfer of the operational management.

SECTION 5. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 6. This ordinance shall take effect September 30, 2007.

PASSED AND APPROVED this 20th day of September, 2007.

ATTEST:


Diane Alvin
City Clerk


Diane Alvin
M A Y O R

for PHIL HARDBERGER

APPROVED AS TO FORM: 
Michael J. Yarcho
City Attorney

City Council Meeting

DATE: September 20, 2007

ORDINANCE:

2007-09-20-0995

AGENDA ITEM: 14

RESOLUTION:

Consent Agenda

NAME	ROLL CALL	MOTION	SECOND	ABSTAIN	AYE	NAY	ABSENT
Mary Alice Cisneros DISTRICT 1							
Sheila McNeil DISTRICT 2							
Roland Gutierrez DISTRICT 3							
Philip Cortez DISTRICT 4							
Lourdes Galvan DISTRICT 5							
Delicia Herrera DISTRICT 6							
Justin Rodriguez DISTRICT 7							
Diane Cibrian DISTRICT 8							
Kevin Wolff DISTRICT 9							
John Clamp DISTRICT 10							
Phil Hardberger MAJOR							

COMMENTS:

City of San Antonio Bid Tabulation

		Alt. Bid		
Opened: August 10, 2007 For: Golf Cars 07-139		Mission Golf Cars 18865 Redland Rd. San Antonio TX 78259 210-545-7868	Club Car Inc. 3401 East Park Row Dr. Arlington TX 76010	Club Car Inc. 3401 East Park Row Dr. Arlington TX 76010
Item	Description			
1	415 Each - Electric Golf Cars Price Each Price Total Make & Model			NAS
		\$3,194.00 \$1,325,510.00 2008 EZ Go TXT Electric Golf Cars	\$3,378.42 \$1,402,044.30 2008 Club Car Precedent Professional Electric	\$3,120.00 \$1,294,800.00 2008 Club Car DS Player IQ Electric
	Delivery	45 Days	45 Days	45 Days
	Estimated Total Award	\$1,325,510.00		

EXHIBIT I**EXHIBIT I**

CITY OF SAN ANTONIO PURCHASING & CONTRACT SERVICES DEPARTMENT

Issued By: SC
BID NO.: 07-139

Date Issued: July 25, 2007
Page 1 of 14

FORMAL INVITATION FOR BIDS GOLF CARS

Sealed bids in triplicate, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, will be received at the City Clerk, City Hall until 2:00 P.M. Central Time August 10, 2007.

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

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

MBE Goal: 15% WBE Goal: 10%
AABE Goal: 3% SBE Goal: 50%

This invitation includes the following:

Invitation for Bids

Specifications and General Requirements

Terms and Conditions of Invitation for Bids

Price Schedule

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

Signer's Name: JOHN EVANS
(Please Print or Type)

Firm Name: MISSION GOLF CARS



Address: 18865 REDLAND Rd

Signature of Person Authorized to Sign Bid

City, State, Zip Code: SAN ANTONIO, TX. 78259

Email Address: JOHN@MISSION GOLF CARS.COM Telephone No.: 210-545-7868

Fax No.: 210-402-0576

Please complete the following:

Prompt Payment Discount: — % — days. (If no discount is offered, Net 30 will apply.)
Please check the following blanks which apply to your company:

Ownership of firm (51% or more):

Non-minority Hispanic African-American Other Minority (specify) _____

Female Owned Handicapped Owned Small Business (less than \$1 million annual receipts or 100 employees)

Indicate Status: Partnership Corporation Sole Proprietorship Other (specify) _____

Tax Identification Number: 732277805

FOR CITY USE ONLY

AWARD

Items Accepted:	Ordinance No.:	Date:	Amount:
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Approved: _____

CITY OF SAN ANTONIO

**TERMS AND CONDITIONS OF INVITATION FOR BIDS
READ CAREFULLY**

1. GENERAL CONDITIONS

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

- (a) Bidders shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, state and federal statutes. Any bid, after being opened, becomes subject to the Public Information Act, Government Code Chapter 552; therefore bidders must clearly indicate any portion of the submitted bid that the bidder claims is not subject to public inspection under the Public Information Act.
- (d) No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee. This prohibition extends to the City Public Service Board, San Antonio Water System, and all City boards and commissions other than those which are purely advisory. In this instance a City employee is defined as any employee of the City who is required to file a financial involvement report pursuant to the City's ethics ordinance.

2. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished or the bid may be deemed non responsive. The bidder shall print or type name and manually sign the schedule.
- (b) Where there is an error in extension of price, the unit price shall govern. Any bid that is considered for award by each unit or line item, must include a price for each unit or line item for which the bidder wishes to be considered. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.

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

- (c) Alternate bids may be allowed at the sole discretion of the City.
- (d) Proposed delivery time must be shown and shall include weekends and holidays, unless specified otherwise in this IFB.

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

3. DESCRIPTION OF SUPPLIES

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

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

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

5. SAMPLES, DEMONSTRATIONS AND TESTING

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

6. SUBMISSION OF BIDS

- (a) **Bids in triplicate** shall be enclosed in sealed envelopes addressed to the City Clerk, City of San Antonio. The name and address of bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s).
- (b) Bids must be submitted on the forms furnished. Facsimile bids must be submitted in accordance with Par. 6 (a) above. Bids, however, may be modified provided such modifications are sealed and received by the City Clerk prior to the time and date set for the bid opening. However, the City of San Antonio shall not be responsible for lost or misdirected bids or modifications.
- (c) By submittal of this bid, bidder certifies to the best of his/her knowledge that all information is true and correct.

7. REJECTION OF BIDS

- (a) The City may reject a bid if:
 1. The bidder misstates or conceals any material fact in the bid; or

2. The bid does not strictly conform to law or the requirements of the bid;
3. The bid is conditional, except that the bidder may qualify the bid for acceptance by the City on an "All or None" basis or a "Best Value Item" basis. An "All or None" basis bid must include all items upon which bids are invited.

(b) In the event that a bidder is or subsequently becomes delinquent in the payment of his, her or its City taxes, including state and local sales taxes, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract. However, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent bidder as a result of such contract.

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

8. WITHDRAWAL OF BIDS

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

9. LATE BIDS OR MODIFICATIONS

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

10. CLARIFICATION TO BID SPECIFICATIONS

- (a) If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, he/she may submit to the City Director of Purchasing & Contract Services on or before seven calendar days prior to scheduled opening, a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving bids. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this bid must be filed in writing with the Director of Purchasing & Contract Services on or before seven calendar days prior to the scheduled opening.
- (b) The City reserves the right to request clarification to assist in evaluating the bidder's response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within two days from request.

11. AWARD OF CONTRACT

- (a) Per Section § 252.043 of the Texas Local Government Code, the contract will be awarded to either the lowest responsible bidder or to the bidder who provides goods and/or services at the best value for the City. In determining best value, the City may consider price, reputation, quality, past relationship with City, SBEDA requirements, long term cost and any other relevant factors.
- (b) The City reserves the right to accept any item or group of items on this bid, unless the bidder qualifies his/her bid by specific limitations, in accordance with Par.7 (a) 3 above.

- (c) A written award of acceptance (manifested by a City Ordinance) and appropriation mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.
- (d) The City of San Antonio reserves the right to utilize previous purchases as a basis for evaluation of bids when future usages are unable to be determined.
- (e) Breaking of tie bids shall be in accordance with the Texas Local Government Code § 271.901.
- (f) Although the information furnished to bidders specified the approximate quantities needed, based on the best available information where a contract is let on a unit price basis, payment shall be based on the actual quantities supplied. The City reserves the right to delete items, prior to the awarding of the contract, and purchase said items by other means; or after the awarding of the contract, to increase or decrease the quantities bid in accordance with § 252.048 of the Texas Local Government Code. No changes shall be made without written notification of the City.

12. CONTRACT TERMINATION

TERMINATION-BREACH:

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

TERMINATION-NOTICE:

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

TERMINATION-FUNDING:

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

13. DELIVERY OF GOODS/SERVICES

- (a) All materials are to be delivered F.O.B., City of San Antonio's designated facility.
- (b) Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of the bid. Unless otherwise specified, delivery at the earliest date is required. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required", "as soon as possible" or "prompt" may result in disqualification of the bid.
- (c) Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation for Bids or Purchase Order does not contain delivery instructions, bidders shall request instructions in writing from

the Director of Purchasing & Contract Services. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation for Bids shall prevail.

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

14. PERFORMANCE DEPOSIT

- (a) The following provisions shall apply only when a performance deposit is specified as required in this Invitation for Bids.
- (b) The successful vendor must furnish the City of San Antonio with a performance deposit in the amount set forth in the Invitation For Bids. This deposit is not to be submitted with the bid, but must be presented to the Purchasing & Contract Services Department within ten days from request.
- (c) The City of San Antonio will not enter into a contract or issue a purchase order until the successful vendor has complied with the performance deposit provisions.
- (d) The performance deposit shall be in the form of a performance bond (in a form acceptable to the City Attorney), cashier's check, certified check upon a state or national bank or trust company, or a check on such bank or trust company signed by a duly authorized officer thereof (checks to be drawn payable to the City of San Antonio), or a Certificate of Deposit from such bank or trust company assigned to the City of San Antonio, or an irrevocable letter of credit from a state or national bank or trust company.
- (e) The performance deposit of the successful vendor shall be returned by the City upon completion of the contract and final acceptance of all items in accordance with conditions thereof.
- (f) Failure of successful vendor to perform any of the services required by this contract within ten days of receipt of written demand for performance from City, or failure of vendor to correct or replace defective goods or products within ten days from receipt of written demand therefore, shall constitute a total breach of this contract and shall cause this contract to terminate immediately upon the expiration of the ten day period. In the event of such termination, the performance deposit shall be retained by the City of San Antonio as liquidated damages, based upon mutual agreement and understanding between vendor and City at the time this bid is solicited, submitted and accepted, that the City of San Antonio is a governmental agency engaged in public projects, and that the measurement of damages, which might result from a breach of the terms and specifications herein is difficult or impossible to determine. However, the Director of Purchasing & Contract Services Department with the concurrence of the City Manager, may return all or part of the performance deposit to the vendor if the Director determines, in the Director's sole discretion, that the failure to perform the conditions of this contract was the result of acts or events over which the vendor had no control. The determination shall then be final and binding on all parties.

15. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

16. BID RESULT REQUEST

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

17. PATENTS/COPYRIGHTS

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

18. INDEMNITY

- a) **CONTRACTOR** covenants and agrees to **FULLY INDEMNIFY** and **HOLD HARMLESS**, the **CITY** and the elected officials, employees, officers, directors, and representatives of the **CITY**, individually or 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 injury or death and property damage, made upon the **CITY**, directly or indirectly arising out of resulting from or related to **CONTRACTOR'S** activities under this **CONTRACT**, including any acts or omissions of **CONTRACTOR**, any agent, officer, director, representative, employee, consultant or subcontractor of **CONTRACTOR**, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this **CONTRACT**, all without, however, waiving any governmental immunity available to the **CITY** under Texas Law and without waiving any defenses of the parties under Texas Law. The provisions of this **INDEMNIFICATION** 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. **CONTRACTOR** shall promptly advise the **CITY** in writing of any claim or demand against the **CITY** or **CONTRACTOR** known to **CONTRACTOR** related to or arising out of **CONTRACTOR'S** activities under this **CONTRACT** and shall see to the investigation and defense of such claim or demand at **CONTRACTOR'S** cost. The **CITY** shall have the right, at its option and at its own expense, to participate in such defense without relieving **CONTRACTOR** of any of its obligations under this paragraph.
- (b) It is the **EXPRESS INTENT** of the parties to this contract, that the **INDEMNITY** provided for in this section, is an **INDEMNITY** extended by **CONTRACTOR** to **INDEMNIFY**, **PROTECT** and **HOLD HARMLESS** the **CITY** from consequences of the **CITY'S OWN NEGLIGENCE**, provided however, that the **INDEMNITY** provided for in this section **SHALL APPLY** only when the **NEGLIGENT ACT** of the **CITY** is a **CONTRIBUTORY CAUSE** of the resultant injury, death, or damage, and shall have no application when the negligent act of the **CITY** is the sole cause of the resultant injury, death, or damage. **CONTRACTOR** further **AGREES TO DEFEND, AT ITS OWN EXPENSE** and **ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY**, any claim or litigation brought against the **CITY** and its elected officials, employees, officers, directors and representatives, in connection with any such injury, death, or damage for which this **INDEMNITY** shall apply, as set forth above.

19. INSURANCE

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

20. ACCEPTANCE BY CITY

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

21. WARRANTY

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

22. CHANGE ORDERS

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

23. ASSIGNMENT

The successful vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of San Antonio Purchasing & Contract Services Department. Any such assignment or transfer shall not release vendor from all contractual obligations.

24. INTERLOCAL PARTICIPATION

- (a) The City may, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this Invitation for Bids (hereafter "IFB"). Such acquisition(s) shall be at the prices stated herein, and shall be subject to bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid. VENDOR shall sign and return any subsequently issued riders within ten calendar days of receipt.
- (b) In no event shall City be considered a dealer, remarketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.
- (c) Entity purchase orders shall be submitted to Vendor by the Entity.
- (d) Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

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

25. QUESTIONS

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

SPECIFICATIONS AND GENERAL REQUIREMENTS

SCOPE: The City of San Antonio is soliciting bids to purchase new golf cars for use at its municipal courses throughout San Antonio in accordance with the specifications listed herein.

GENERAL CONDITIONS:

The Following General Conditions will apply to all items within this bid unless specifically excluded within any item.

1. Equipment being purchased shall be standard and current production models and shall have been in production for at least the last six (6) months. All components shall be installed new, unused, and each unit is to be serviced and ready for operation upon delivery and shall include all manufacturer's standard equipment unless otherwise specified or replaced herein. Manufacturer's Statement of Origin (MSO) showing manufacture within the last 12 calendar months, and completed pre-delivery checklist will be required at delivery. Equipment offered under the below listed specifications will be considered unacceptable if, for any reason, the equipment's, or major component's, long term availability on the U.S. market, or in the local area, is in doubt.
2. **Warranty and Parts** - Warranty time to start the date the vehicle is placed in service, not on the delivery date. The dealer will be notified by letter of the in-service date of each vehicle by serial number. **WARRANTY PERIOD MUST BE AT LEAST 36 MONTHS.** Warranty must be fully explained by attaching separate authenticated correspondence or entering such information in the remarks section of this bid. Warranty parts and service must be available within the San Antonio MSA from and by a factory-authorized dealer (No Exceptions). Bidders must indicate, in the space provided below, the name of an authorized dealer located within the San Antonio MSA, that has agreed to accomplish warranty repairs for vehicles being offered. Vehicles being turned in for warranty work will be returned to the customer within 24 hours or have replacement carts provided within 24 hours and needed parts ordered within 24 hours.
3. Dealer Name & Address: MISSION GOLF CARS . 18865 REDLAND Rd.
SAN ANTONIO, TX . 78259
4. Deliveries must be made to a location specified by the Golf Operations Manager, George Logan, at (210) 288-6091. Delivery to a non-specified location may result in non-acceptance of the equipment by the City. Vehicles with more than five (5) hours accumulated on the hour meter will not be accepted. **First shipment of 88 golf cars must be delivered before October 1, 2007. Additional deliveries must be made as soon as possible and coordinated with the Golf Operations Manager at time of award.**
5. Equipment Manuals - Seven (7) operator's manuals and seven (7) parts and maintenance manuals of all equipment, accessories and components will be required.
6. The City of San Antonio reserves the right to increase or decrease quantities of new cars to be purchased.
7. Under this bid, the City reserves the right to reject any bid and to waive irregularities and any requirements of the bid if deemed to be in the best interest of the City.
8. All prices will be quoted F.O.B., designated City of San Antonio facility. All bids will be submitted in triplicate and will include complete manufacturer's specifications for each model being bid.

9. For questions pertaining to technical specifications, please contact George Logan at (210) 225-4020. For questions regarding bidding procedures, please contact Stephanie Criollo at (210)-207-7024.

ITEM QUANTITY DESCRIPTION

1	415 Each	Electric Golf Cars, Two (2) Passenger, Four Wheel Golf Cars
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GENERAL SPECIFICATIONS:

1. Each golf car is to be equipped with a fully automatic line compensating charger rated at a minimum of 21 amps DC output at 36 or 48 volts, input 110-120 volts, 60 cycle A.C. motor shall be 36 or 48 volt D.C., 2 HP or better. Cars will be set-up to accept heavy duty Trojan golf car batteries. Solid state electronic speed control required.
2. Acceptable Models: 2007 model year E-Z Go TXT, Standard/Fleet Series, PDS or proven equal,
2007 model year Club Car Precedent or proven equal.
3. EQUIPMENT - To be equipped with two golf bag racks, two sand bottle carriers, score card holder, tee, ball and pencil holders, sweater basket, beverage holders, and spike guard on rear fenders, canopy top, hip restraints on both sides of seats. Cars to be equipped with folding windshields. Each golf car to be equipped with quick disconnects tow bar hitching system. Six (6) tow bars will be included per each fifteen cars. All cars to be equipped with rear hitch, and backup alarm.
4. STEERING - Automotive type steering.
5. TIRES - 18 X 8.50 X 8, 4 ply rib thread tubeless.
6. BODY - Manufacturer's standard color (all golf cars will be the same color), high reinforced frame with front and rear bumper on integral part of the frame, dura-shield thermo plastic elastomar, side bumpers or side plates, all hard top two or four post canopy, rubber scuff guards.
7. WHEEL BASE - Wheel base shall be a minimum of 64", overall length shall be a minimum of 91.5", minimum width 47.2".
8. SUSPENSION - Either elliptical, auto-leaf type or coil springs with shock absorbers for front and rear.
9. BRAKES - Brake system will be of the automotive drum-type double expanding brake shoes on each rear wheel. Brake system must be comparable to a Bendix golf car brake system to include parking brakes. Parking brake shall be designed to release with brake or gas pedal.
10. DRIVE & TRANSMISSION - Direct drive with automotive type differential.

PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1	415 Each	Electric Golf Cars, Two (2) Passenger, Four Wheel

PRICE: \$ 3194. ⁰⁰ EACH \$ 1,325,510. ⁰⁰ TOTAL

Make & Model: 2008 E-Z-GO TXT ELECTRIC GOLF CARS

Delivery: Within 45 calendar days after receipt of purchase order.

ALTERNATE BID: 415 cars @ \$3163.00 each. \$1,312,645.00 Total

The city has a need for tow bars on only three of the golf courses, but has requested tow bars on all cars in this bid. The above bid is for 2008 E-Z-Go's as specified with 208 tow bars.

WARRANTY:

Pick-up and delivery or service call fees are not included in warranty.

Statement:

"Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us <<http://www.ethics.state.tx.us>>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205."

**City of San Antonio
Purchasing & Contract Services Department
Purchasing Division**

Formal Tabulations and Awards by Solicitation Number

The Purchasing Division will post preliminary tabulations within seven (7) days of the advertised bid opening. The information on these tabulations will be posted for informational purposes only, and will be posted as read by the City Clerk's Office during the bid opening. This tabulation is **not** a notice of award of the contract. All bids are subject to review for completeness, accuracy and compliance with the terms set forth in the bid documents. The Purchasing Division evaluates bids for responsiveness and the responsibility of the bidder, and makes a recommendation to the San Antonio City Council. The San Antonio City Council makes the final determination regarding award of contracts where the expenditure is over \$25,000.

The Purchasing Division does not notify bidders as to the outcome of bids. If you are awarded a contract, the Purchasing Division will inform you of the award. In order to determine the status of your bid, you are encouraged to check the City's website at www.sanantonio.gov and view link for the City Council agenda. City Council meeting agendas are posted every Monday morning for regularly scheduled meetings held on the following Thursday. Review the agenda to see whether your bid will be considered at the Thursday meeting. Final bid tabulations indicate the recommendation that is being made by the Purchasing Division, and may be obtained by viewing the City's e-agenda, or requesting them from the City Clerk's office, once the item has been posted on the agenda.

IMPORTANT MAILING INSTRUCTIONS:

MAIL TO: **CITY CLERK**
P.O. BOX 839966
SAN ANTONIO, TX 78283-3966

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

MARK ENVELOPE: **"FORMAL CONTRACT FOR GOLF CARS"**
BIDS TO BE OPENED: 2:00 P.M., AUGUST 10, 2007
BID NO. 07-139

REMARKS: