



ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VIRGINIA 22201

**CONTRACT AWARD COVERPAGE**

<b>TO:</b> ACME AUTO LEASING, LLC 440 WASHINGTON AVENUE NORTH HAVEN, CONNECTICUT 06473	<b>DATE ISSUED:</b> JANUARY 26, 2022
	<b>CONTRACT NO:</b> 22-POL-R-565
	<b>CONTRACT TITLE:</b> ARLINGTON COUNTY POLICE DEPARTMENT VEHICLE LEASING

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**THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

The contract documents consist of the terms and conditions of AGREEMENT No. 22-POL-R-565 including any attachments or amendments thereto.

**EFFECTIVE DATE:** JANUARY 26, 2022

**EXPIRES:** APRIL 1, 2022

**RENEWALS:** FOUR (4) ONE-YEAR RENEWAL PERIODS FROM APRIL 2, 2022, TO APRIL 1, 2026

**COMMODITY CODE(S):** 97514

**LIVING WAGE:** N

**ATTACHMENTS:**

AGREEMENT No. 22-POL-R-565

**EMPLOYEES NOT TO BENEFIT:**

**NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.**

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**VENDOR CONTACT:** STEVE QUICK

**VENDOR TEL. NO.:** (202) 905-1518

**EMAIL ADDRESS:** SQUICK@ACMEAUTOLEASING.COM

**COUNTY CONTACT:** IGOR SCHERBAKOV (POL)

**COUNTY TEL. NO.:** (703) 228-0709

**COUNTY CONTACT EMAIL:** [ISCHERBAKOV@ARLINGTONVA.US](mailto:ISCHERBAKOV@ARLINGTONVA.US)

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**PURCHASING DIVISION AUTHORIZATION**

Sy Gezachew

Title: Procurement Officer

Date: January 26, 2022



**ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VA 22201**

**RIDER AGREEMENT NO. 22-POL-R-565**

THIS AGREEMENT (hereinafter "Agreement") is made, on 1/26/2022 by the County, between **ACME Auto Leasing, LLC** ("Contractor"), a Connecticut limited liability company with a place of business at 440 Washington Avenue, North Haven, Connecticut 06473 authorized to transact business in the Commonwealth of Virginia, and the **County Board of Arlington County, Virginia** ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

**1. CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Exhibit A Contract 2021-0073-AC together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by City of Plano, Texas and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with City of Plano, Texas. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

**2. CONTRACT TERM**

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County" and shall be completed no later than April 1, 2022 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

Upon satisfactory performance by the Contractor, if the City of Plano, Texas renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract terms for four (4) one-year renewal periods from April 2, 2022 to April 1, 2026 ("Subsequent Contract Term"). However, if the City of Plano, Texas does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the contract expiration date.

**3. PAYMENT**

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the

County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

**4. SCOPE OF WORK**

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to provide all labor, supervision, materials and equipment necessary for Arlington County police department vehicle leasing program.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

**5. PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

**6. COUNTY PURCHASE ORDER REQUIREMENT**

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

**7. NON-APPROPRIATION**

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.

**8. COVID-19 VACCINATION POLICY FOR CONTRACTORS**

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County's workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law.

**9. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

**10. NOTICES**

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**TO THE CONTRACTOR:**

Steve Quick, Rental Sales and Operations Manager  
440 Washington Avenue  
North Haven, Connecticut 06473 \_\_\_\_\_  
Tel. (202) 905-1518  
Email. [squick@acmeautoleasing.com](mailto:squick@acmeautoleasing.com)

**TO THE COUNTY:**

Lt. Mark Guenther  
Police Department  
1425 North Courthouse Road, 7<sup>th</sup> Floor  
Arlington, Virginia 22201  
Tel. (703) 228-4101  
Email. [mguenther@arlingtonva.us](mailto:mguenther@arlingtonva.us)

**AND**

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB  
Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201  
Phone: (703) 228-3294  
Email: [slewis1@arlingtonva.us](mailto:slewis1@arlingtonva.us)

**TO COUNTY MANAGER’S OFFICE (FOR PROJECT CLAIMS):**

Mark Schwartz, County Manager  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 318  
Arlington, Virginia 22201

**11. ARLINGTON COUNTY BUSINESS LICENSES**

The Contractor must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail [business@arlingtonva.us](mailto:business@arlingtonva.us).

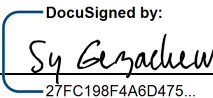
**12. COUNTERPARTS**

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

ACME AUTO LEASING, LLC.

AUTHORIZED SIGNATURE:   
27FC198F4A6D475...

AUTHORIZED SIGNATURE:   
030A8C9482184A0...

NAME: SY GEZACHEV

NAME: Erin Maturo

TITLE: PROCUREMENT OFFICER

TITLE: Chief operations officer

DATE: 1/26/2022

DATE: 1/26/2022

**EXHIBIT A**

**CONTRACT BY AND BETWEEN  
CITY OF PLANO, TEXAS AND  
ACME AUTO LEASING, LLC  
BID NO. 2021-0073-AC**

**THIS CONTRACT** is made and entered into by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "City", and the **ACME AUTO LEASING, LLC**, a Connecticut limited liability company, whose address is 440 Washington Avenue, North Haven, Connecticut 06473, hereinafter referred to as "Contractor".

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

**I.  
SCOPE OF SERVICES**

Contractor shall provide all labor, supervision, materials and equipment necessary for Plano Police Department Vehicle Lease Program. These services shall be provided in accordance with RFB 2021-0073-AC, Addendum 2, a copy of which is attached hereto and incorporated herein as **Exhibit "A"**, and Contractor's Bid in response thereto, a copy of which is attached hereto and incorporated herein for all purposes as **Exhibit "B"**. The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) RFB 2021-0073-AC, Addendum 2 (**Exhibit "A"**);
- (b) Contractor's Bid (**Exhibit "B"**);
- (c) Insurance Requirements (**Exhibit "C"**); and
- (d) Certification Form (**Exhibit "D"**).

These documents make up the Contract Documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract Documents, the inconsistency or conflict shall be resolved by giving precedence first to this written agreement then to the Contract Documents in the order in which they are listed above. These documents shall be referred to collectively as the "Contract Documents."

**II.  
TERM OF CONTRACT**

The initial term of this Contract shall be a period of one (1) year commencing on April 2, 2021 ("Initial Term"). This Contract shall automatically renew for up to four (4) one-year periods (each a "Renewal Term") unless sooner terminated pursuant to **Section XVIII. TERMINATION**.

**III.  
WARRANTY**

Contractor warrants and covenants to City that all goods and services delivered to City by Contractor, Contractor's subcontractors, and agents under the Contract shall be free of defects and produced and performed in a skillful and workmanlike manner and shall comply with the specifications for said goods and services set forth in this Contract and RFB 2021-0073-AC, Addendum 2, attached hereto and incorporated herein as **Exhibit "A"**.

**IV.  
PAYMENT**

Contractor shall invoice City for products and services delivered, on a unit cost basis, in accordance with Contractor's bid attached hereto and incorporated herein as **Exhibit "B"**. Payments hereunder shall be made to Contractor within thirty (30) days of receiving Contractor's invoice. Total annual compensation under this Contract is estimated to be **ONE HUNDRED NINETY THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$190,500.00)**.

Contractor recognizes that this Contract shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30<sup>th</sup> of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this Contract, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

**V.  
PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC**

Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws. The safety precautions actually taken and the adequacy thereof shall be the sole responsibility of the Contractor. Contractor shall indemnify City for any and all losses arising out of or related to a breach of this duty by Contractor pursuant to paragraph **VII. INDEMNIFICATION** and paragraph **VIII. COMPLIANCE WITH APPLICABLE LAWS** set forth herein.

**VI.  
LOSSES FROM NATURAL CAUSES**

Unless otherwise specified, all loss or damage to Contractor arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstances in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the Contractor at Contractor's own cost and expense.

**VII.  
INDEMNIFICATION**

**CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

**CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS CONTRACT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS CONTRACT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.**

**VIII.  
COMPLIANCE WITH APPLICABLE LAWS**

**Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Contractor or the work, and SHALL INDEMNIFY AND SAVE HARMLESS CITY AGAINST ANY CLAIM RELATED TO OR ARISING FROM THE VIOLATION OF ANY SUCH LAWS, ORDINANCES AND REGULATIONS WHETHER**



**BY CONTRACTOR, ITS EMPLOYEES, OFFICERS, AGENTS, SUBCONTRACTORS, OR REPRESENTATIVES.** If Contractor observes that the work is at variance therewith, Contractor shall promptly notify City in writing.

**IX.  
VENUE**

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

**X.  
ASSIGNMENT**

Contractor agrees to retain control and to give full attention to the fulfillment of this Contract, that this Contract shall not be assigned without the prior written consent of City, and that no part or feature of the work will be assigned to anyone objectionable to City. Contractor further agrees that subcontracting any portion or feature of the work, or materials required in the performance of this Contract, shall not relieve Contractor from its full obligations to City as provided by this Contract. Failure to obtain City's written consent prior to assignment of this Contract as set forth herein, may result in termination of this Contract at the City's discretion, without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract. If the City elects to terminate this Contract, the Contractor shall provide the City refund of any prepaid, unused portion of the fees, calculated from the date of termination to the end of the then-current term.

**XI.  
INDEPENDENT CONTRACTOR**

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of *respondeat superior* shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

**XII.  
INSURANCE AND CERTIFICATES OF INSURANCE**

Contractor shall procure and maintain for the duration of the Contract insurance coverage as set forth in the Insurance Requirements marked **Exhibit "C"** attached hereto and incorporated herein by reference. Contractor shall provide a signed insurance certificate verifying that they have obtained the required insurance coverage prior to the effective date of this Contract.

**XIII.  
HINDRANCES AND DELAYS**

No claims shall be made by Contractor for damages resulting from hindrances or delays from any cause during the progress of any portion of the work embraced in this Contract.

**XIV.  
NO PROHIBITED INTEREST AND EQUAL RIGHTS COMPLIANCE**

Contractor acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable.

**A. No Prohibited Interest**

By entering into this Contract, Contractor confirms that it has made a reasonable inquiry and, to the best of Contractor's knowledge, no person or officer of its company is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

Contractor is aware that Section 11.02 of the City Charter states:

“No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision shall not apply where the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one (1) per cent of the corporation stock. Any violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the city shall render the contract voidable by the city manager or the city council.”

**B. Equal Rights Compliance**

1. Section 2-11(F) of the City Code of Ordinances reads as follows:

“It shall be unlawful for an employer to discriminate against any person on the basis of race, color, sex, religion, age, national origin, genetic information, sexual orientation, gender identity, disability status or United States military/veteran status by the following actions or inactions:

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;

- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
- (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
- (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
- (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;
- (j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or employment in, any program established to provide apprenticeship or other training;
- (k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;
- (l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or
- (m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic."

2. Contractor is aware that its company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies. Further, Contractor understands that if Section 2-11(F) applies, Contractor is entitled to apply to the City Manager for a waiver based on a conflict with state or federal law. The Contract will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, Contractor affirms that its company, its directors, officers and employees agree to comply with Section 2-11(F); or Contractor's company is excluded from this Ordinance based on an exclusion identified in the City Code of Ordinances.

#### **XV. CERTIFICATION**

Contractor certifies that it does not and will not boycott Israel during the term of this Contract. Contractor has executed the Certification, attached and incorporated herein as **Exhibit "D"**.

#### **XVI. WORK FORCE**

The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

The Contractor, its employees, subcontractors, and subcontractor's employees may not while in the course and scope of delivering goods or services under a City of Plano contract on the City's property;

- a. use or possess a firearm, including a handgun that is licensed under state law, except as required by the terms of the contract; who hold a license to carry a handgun or who otherwise lawfully possess a firearm and ammunition may keep such items in their locked personal vehicle while parked on City Property; or
- b. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and must not employ such worker again on Contract services without the City's prior written consent.

#### **XVII. SEVERABILITY**

The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.

**XVIII.  
TERMINATION**

City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this Contract, in whole or in part by giving at least thirty (30) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the date such notice is received unless otherwise indicated in writing by the City. If the City elects to terminate this Contract, the Contractor shall provide the City refund of any prepaid, unused portion of the fees, calculated from the date of termination to the end of the then-current term. Contractor shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Contract prior to termination.

**XIX.  
SURVIVAL**

Provisions of this Contract which by their nature should apply beyond their terms will remain in full force and effect after any termination or expiration of this Contract including, but not limited to, the following provisions: Compliance with Applicable Laws, Indemnification, Venue/Governing Law, and Survival, and any remedies for the breach thereof.

**XX.  
ENTIRE AGREEMENT**

This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.

**XXI.  
MAILING OF NOTICES**

Unless instructed otherwise in writing, Contractor agrees that all notices or communications to City permitted or required under this Contract shall be addressed to City at the following address:

City of Plano, Texas  
Police Department  
Attn: Fred Garcia & Pam Haines  
P.O. Box 860358  
Plano, TX 75086-0358

City agrees that all notices or communications to Contractor permitted or required under this Contract shall be addressed to Contractor at the following address:

Acme Auto Leasing, LLC  
Attn: Diana DiStasi, Fleet Manager  
440 Washington Avenue  
North Haven, CT 06473

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

**XXII.  
REPRESENTATION ON AUTHORITY OF PARTIES/SIGNATORIES**

Each person signing this Contract represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. Each party represents and warrants to the other that the execution and delivery of the Contract and the performance of such party's obligations hereunder have been duly authorized and that the Contract is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

**XXIII.  
CONTRACT INTERPRETATION**

Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.

**XXIV.  
SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

**XXV.  
HEADINGS**

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.


**XXVI.  
EFFECTIVE DATE**

This Contract shall be effective from and after the April 2, 2021.

**IN WITNESS WHEREOF**, the parties have executed this Contract by signing below.

**ACME AUTO LEASING, LLC**

Date: 3/18/2021

By:   
Name: Erin Maturo  
Title: COO

CITY OF PLANO, TEXAS

Date: 3/18/2021

By:   
Mark D. Israelson  
CITY MANAGER

APPROVED AS TO FORM:

  
for Paige Mims, CITY ATTORNEY



## **2021-0073-AC Addendum 2**

### **Plano Police Department Vehicle Lease Program**

Issue Date: 12/31/2020

Questions Deadline: 1/18/2021 02:00 PM (CT)

Response Deadline: 1/25/2021 01:00 PM (CT)

#### **Contact Information**

Contact: Brienne Wilkins

Address: 1520 K Avenue

Plano, TX 75074

Email: [bwilkins@plano.gov](mailto:bwilkins@plano.gov)



## Event Information

Number: 2021-0073-AC Addendum 2  
Title: Plano Police Department Vehicle Lease Program  
Type: Request for Bid  
Issue Date: 12/31/2020  
Question Deadline: 1/18/2021 02:00 PM (CT)  
Response Deadline: 1/25/2021 01:00 PM (CT)  
Notes: The City of Plano is soliciting bids for a Lease Vehicle Program for the Police Department. This contract will be awarded to the lowest responsive, responsible bidder meeting specifications.

Questions must be submitted electronically through IonWave at <https://planotx.ionwave.net>. No questions will be answered over the phone or through email.

The preferred method for proposal submission is electronically through IonWave. If you choose to submit your bid/proposal in person, Purchasing personnel will be available Mondays and Wednesdays between the hours of 10 a.m. and 1 p.m. The person delivering the bid/proposal must call (972) 941-7557 upon arrival during those hours and wait in the lobby for someone to meet them to receive their bid/proposal. Responses delivered in person are to be delivered in a sealed envelope to the Purchasing Department at:

City of Plano Purchasing Department  
1520 K Avenue  
Plano, TX 75074  
Ph: (972) 941-7557

All responses are due prior to the published closing date and time. No late responses will be accepted.

Bids/Proposals will be opened, and the names of offerors read, on Tuesday, January 26th, 2021, at 2:00 PM CT. The reading will now be broadcast live by Plano TV and available for viewing at the time of opening by tuning into the City of Plano's Government Access Channel online or through your cable provider. Broadcast information and viewing by stream may be accessed by this link: <https://www.plano.gov/210/Plano-TV>. Tabulations for these solicitations should be available on Ionwave within 48 hours of the opening. In some cases, they may be available earlier. We ask that you limit exposure by watching the live broadcast of the bid/proposal opening or viewing tabulations electronically through IonWave, rather than attending at City Hall.

Time Critical Bid/Proposal Deliveries: The City of Plano cannot guarantee, due to internal procedures, that any bids/proposals sent Priority Mail will be picked up and delivered by the closing date and time. It is recommended that critical bid/proposal deliveries be made either electronically through IonWave or in person as described above.

## Billing Information

Contact: City of Plano- Accounts Payable  
Address: PO Box 860279

Plano, TX 75086-0279  
Phone: 972 (941) 5221  
Email: AP@Plano.gov

## Bid Attachments

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**2021-0073-AC Addendum No. 2.pdf**

Addendum No. 2

[View Online](#)

**2021-0073-AC Addendum No. 1.pdf**

Addendum No. 1

[View Online](#)

**General Terms and Conditions Rev 5.1.20.pdf**

General Terms and Conditions

[View Online](#)

**SMWBE Policy Verbiage.pdf**

SMWBE Policy

[View Online](#)

**Written Contract Verbiage.pdf**

Written Contract Verbiage Information

[View Online](#)

**ANNUAL CONTRACT VERBIAGE.pdf**

Annual Contract Verbiage

[View Online](#)

**Insurance Verbiage.pdf**

Insurance Verbiage

[View Online](#)

**Form 1295 Certificate of Interested Parties Verbiage 7.10.18.docx**

Form 1295 Certificate of Interested Parties Verbiage

[View Online](#)

**2021-0073-AC\_Final Specifications v3.pdf**

2021-0073-AC\_Final Specifications v3

[View Online](#)

**Client Info Work History-5.pdf**

Client Info Work History

[View Online](#)

**Insurance Requirements.pdf**

Insurance Requirements

[View Online](#)

**INTERLOCAL AGREEMENT.pdf**

Interlocal Agreement

[View Online](#)

**Vendor Supplemental Information (Updated 7.18.19).pdf**

Vendor Supplemental Information

[View Online](#)

**Vendor Compliance to StateLaw.pdf**

Vendor Compliance to State Law

[View Online](#)

**Israel form (updated 7.18.19).pdf**

Israel Form

[View Online](#)

**CIQ - Conflict of Interest Questionnaire.pdf**

CIQ

[View Online](#)

**Vendor Acknowledgment Form.pdf**

Vendor Acknowledgement Form

[View Online](#)

## Requested Attachments

- Vendor Supplemental Information
- Equipment Inventory
- Service and Pick Up/Drop Off Locations
- Work History
- CIQ
- Vendor Acknowledgement Form
- Interlocal Agreement
- Israel Form
- Vendor Compliance to State Law

## Bid Lines

<b>1</b>	<p><b>01-01 - Monthly Fixed Rate Fee per Vehicle</b></p> <p>The City estimates to lease between seventeen (17) and twenty-five (25) vehicles on an annual basis. This is a fixed price Lease Vehicle Program for the Plano Police Department. This line item should be the monthly fixed rate fee per vehicle. See specifications for details.  <i>(Response required)</i></p> <p>Quantity: <u>  1  </u> UOM: <u>  each  </u> Price: \$ <input style="width: 100px;" type="text"/> Total: \$ <input style="width: 100px;" type="text"/></p> <p>Supplier Notes: _____                  _____</p>	<input type="checkbox"/> No bid <input type="checkbox"/> Alternate specification <i>(Attach separate sheet)</i> <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>
<b>2</b>	<p><b>01-02 - Excess Mileage Fee</b></p> <p>This line item price should be the fee per mile exceeding the allowable miles per month. Monthly rate must allow for a minimum of two thousand (2,000) miles per vehicle. The excess mileage fee will not be used to determine the low bid. Only the monthly fixed rate fee per vehicle will be used in determining the lowest responsive, responsible bidder meeting specifications.  <i>(Response required)</i></p> <p>Quantity: <u>  1  </u> UOM: <u>  each  </u> Price: \$ <input style="width: 100px;" type="text"/> Total: \$ <input style="width: 100px;" type="text"/></p> <p>Supplier Notes: _____                  _____</p>	<input type="checkbox"/> No bid <input type="checkbox"/> Alternate specification <i>(Attach separate sheet)</i> <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>



January 21, 2021

Prospective Respondents

Re: **Addendum #2**

**Solicitation No. 2021-0073-AC**  
**Plano Police Department Vehicle Lease Program**

Addendum #1 is issued. The following items take precedence over the initial specifications and documents, where supplemented here. The original requirements not affected by this addendum shall remain in effect.

**CHANGES:**

1. Corrected specifications (v3) document to include addition of Appendix A: Vehicle Modification Specifications added in Addendum #1

In order to do our part in limiting community spread and employee exposure to COVID-19, we are implementing procedural changes to our process:

1. Bid openings, will now be broadcast live by Plano TV and available for viewing at the time of opening by tuning into the City of Plano's Government Access Channel online or through your cable provider. Broadcast information and viewing by stream may be accessed by this link: <https://www.plano.gov/210/Plano-TV>. Tabulations for these solicitations should be available on Ionwave within 48 hours of the opening. In some cases, they may be available earlier. We are asking that you limit exposure by watching the live bid openings rather than attending at City Hall.
2. Responses are to be submitted electronically via the City of Plano's electronic procurement system, Ionwave. If you have already submitted a paper response and feel that your offer has changed, the most recent offer received will stand and as such, it is not necessary to come in to pick up a paper response. If this addendum does not change your bid it is not necessary to provide acknowledgement.

**Note from our Procurement Director:**

We thank you for your participation in our procurement process and understanding that the health and safety of all participants is a priority. Taking advantage of the information available electronically will help keep our social distance and do our part to keep us all healthy, and that is a best value for all of us

Vendors who may have already submitted a response and feel this addendum may change their price may submit an updated response online and return it **prior to the due date and time**. If this addendum does not change your bid it is not necessary to provide acknowledgement.

If you have any questions regarding this addendum, please contact the City of Plano Purchasing Division, (972) 941-7557.

Acknowledge receipt of this addendum by initialing in the appropriate space on the Vendor Acknowledgment Page if you have not previously submitted a bid.



January 14, 2021

Prospective Respondents

Re: **Addendum #1**

**Solicitation No. 2021-0073-AC**  
**Plano Police Department Vehicle Lease Program**

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Addendum #1 is issued. The following items take precedence over the initial specifications and documents, where supplemented here. The original requirements not affected by this addendum shall remain in effect.

**CHANGES:**

Under this heading is where we will communicate any additions or deletions to the published bid packet. Identify whether it is an Addition or Deletion. See below for example:

1. Addition: Section IV. Contract Term – The contract will be for a one (1) year period with up to four (4) additional automatic one-year renewals
2. Addition: Appendix A: Vehicle Modification Specifications

**ATTACHMENTS:**

1. Removed Added Value Form
2. Removed Vendor Risk Form

**QUESTIONS FROM IONWAVE:**

**Question 1**

- Are you looking for Closed-End (Net) Leases or Open-End Equity Leases? Typically a Closed-End List has a slightly lower month payment, but the city does not build equity in the vehicle. An open-end the city build equity in the vehicles and typically has a lower total cost of ownership.

**Answer 1**

- We currently have a closed-end lease.

**Question 2**

- In regards to 6-Cylinder Sedans, there are very few sedans produced anymore that have V6 engine options. The only ones I can find are the Dodge Charger, Nissan Maxima and Chrysler 300. Do you have a specific make/model in mind? Or are you ok with other makes/models that come with a 4-cylinder engine? This will give you a lot more options that have a lower total cost of ownership.

**Answer 2**

- No, we do not have a specific make/model in mind. It is understood that the options are limited for 6-cylinder vehicles; however, 6-cylinder is our preference.

**Question 3**

- Which OEMs does the City of Plano (COP) request? (i.e. Domestic and/or Foreign)

**Answer 3**

- The City of Plano is interested in all OEMs to include Domestic and/or Foreign.

**Question 4**

- What is the requested order to delivery timing?

**Answer 4**

- The City of Plano recognizes that delivery times may vary depending on the different manufactures time lines.

**Question 5**

- What is the City of Plano's desired payment terms?

**Answer 5**

- Net 30

**Question 6**

- Section G says the bidder must allow for a minimum of 2,000 of use per month. Could the City of Plano define what the maximum mileage would be or would the 2000 be the maximum?

**Answer 6**

- The City of Plano operates on a 24,000 miles per year scale. We strive to order replacement vehicles out far enough so that the replacement vehicle arrives on the 12th month of the one-year lease. If for some reason it takes longer for the vehicle to arrive then we stick with the 2,000 a month average until the replacement vehicle arrives.

**Question 7**

- Section III. B says that the bidder must provide a list of authorized maintenance facilities available to them in the City of Plano and asks for location(s) to pick up and drop off units. Do these pick up and drop off locations relate to the delivery of new units and surrender of off lease units? Will the City of Plano be responsible for getting a vehicle to and from a repair facility for service? Please clarify.

**Answer 7**

- The pick-up and drop off location relate to the delivery of new units and to the surrender of off lease vehicles. There could be instances in which the off lease vehicle may be in the shop and not be ready for drop off at the time of new vehicle pick-up. Pick-up and drop-off dealerships need to be within a 25 mile radius to Plano.

The City of Plano needs access to several different types of authorized maintenance facilities (i.e. Good Year Tires, Firestone, Jiffy Lube, etc.). Our drivers can be scattered throughout the state at any given time and need to be able to find a place that can replace tires, change fluids or conduct other minor repairs if needed. Our drivers will be responsible for getting the vehicle to and from these facilities.

**Question 8**

- Can the City of Plano provide their preference for a specific truck models: ½ ton, ¾ ton or 1 ton?

**Answer 8**

- The City of Plano prefers the ½ ton crew cab pickups

**Question 9**

- Would the City of Plano be open to using our standard Master Lease Agreement?

**Answer 9**

- The City of Plano will use our standard cover contract. Any additional vendor provided agreements will need to be reviewed and approved by our legal department and added as an exhibit.

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**Note from our Procurement Director:**

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Vendors who may have already submitted a response and feel this addendum may change their price may submit an updated response online and return it **prior to the due date and time**. If this addendum does not change your bid it is not necessary to provide acknowledgement.

If you have any questions regarding this addendum, please contact the City of Plano Purchasing Division, (972) 941-7557.

Acknowledge receipt of this addendum by initialing in the appropriate space on the Vendor Acknowledgment Page if you have not previously submitted a bid.



1. **CITY OF PLANO GENERAL TERMS AND CONDITIONS APPLY TO ANY PROCUREMENT OF PRODUCTS OR SERVICES BY THE CITY OF PLANO (CITY). TAKING EXCEPTION TO THESE TERMS AND CONDITIONS MAY DEEM A RESPONSE AS NON-RESPONSIVE.**
  2. **BID NOTIFICATION:** City of Plano utilizes the following procedures for notification of bid opportunities: [www.planotx.ionwave.net](http://www.planotx.ionwave.net) and the Dallas Morning News: [www.dallasnews.com](http://www.dallasnews.com). These are the only forms of notification authorized by the City. City of Plano shall not be responsible for receipt of notification and information from any source other than those listed. It shall be the bidder's responsibility to verify the validity of all bid information received by sources other than those listed.
  3. **ELECTRONIC BIDS:** the City of Plano uses Ionwave to distribute and receive bids and proposals. Refer to [www.planotx.ionwave.net](http://www.planotx.ionwave.net) for information.
  4. **REQUIRED INFORMATION:** City of Plano bid/proposal packets contain various sections requiring completion. The bid form section of the bid packet must be completed prior to the date and time set for bid opening and included with the bid packet or the bidder may be found non-responsive. Vendors may be required to complete and supply all information contained in the "supplemental information" portion of the packet at a date after bid opening. Failure to complete "supplemental information" requirements in a timely manner, prior to council award, may be used by the City in determining a vendor's responsibility.
  5. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** a prospective bidder must affirmatively demonstrate their responsibility. The City of Plano may request representation and other information sufficient to determine bidder's ability to meet these minimum standards including but not limited to:
    - A. Have adequate financial resources, or the ability to obtain such resources as required;
    - B. Be able to comply with the required or proposed delivery schedule;
    - C. Have satisfactory record of performance;
    - D. Have a satisfactory record of integrity and ethics;
    - E. Otherwise qualified and eligible to receive an award.
- Failure to provide the requested information within 72 hours may result in a vendor being deemed non-responsive.
6. **CORRESPONDENCE:** the number of this bid packet must appear on all correspondence, or inquiries, pertaining to this quotation.
  7. **PREPARATION COST:** the City will not be liable for any costs associated with the preparation, transmittal, or presentation of any bids or materials submitted in response to any bid, quotation, or proposal.
  8. **NOTICE OF PUBLIC DOCUMENTS:** any and all materials initially or subsequently submitted as part of the bid process shall become the property of the City, and shall be treated as City documents subject to typical practice and applicable laws for public records.
  9. **TEXAS PUBLIC INFORMATION ACT:** For an expenditure of at least \$1 million in public funds for the purchase of goods or services by the City unless excepted by law, "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid/contract (whichever is applicable) and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."
  10. **ADDENDA:** any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the City of Plano Procurement Department. Addenda will be sent to all who are known to have received a copy of this bid packet, if the addenda contain changes to the "specification" or "bid form", bidders shall acknowledge receipt of all addenda or they may be declared non-responsive.
  11. **REVISED BIDS:** the bid that is submitted last will supersede any previous versions.
  12. **NONRESIDENT BIDDERS:** Pursuant to Texas government code, chapter 2252, subchapter A: A bidder whose principal place of business, ultimate parent company or majority owner's principal place of business is not in Texas, is considered a nonresident bidder. A nonresident bidder must underbid the lowest responsible resident bidder by an amount that is equal to, or less than, the amount by which a Texas resident would be required to underbid in the nonresident bidder's state. This provision does not apply to a contract involving federal funds.

13. **INSURANCE:** the City requires vendor(s) to carry the minimum insurance as required by state laws, and insurance requirements outlined in the bid/proposal documents.
14. **NO PROHIBITED INTEREST/COMPLIANCE WITH EQUAL RIGHTS ORDINANCE:** Bidder acknowledges and represents that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City Charter states that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land, or rights or interest in any land, materials, supplies or service.....".

Bidder agrees to comply with Section 2-11(F) of the City Code of Ordinances, which reads as follows:

"It shall be unlawful for an employer to discriminate against any person on the basis of race, color, sex, religion, age, national origin, genetic information, sexual orientation, gender identity, disability status or United States military/veteran status by the following actions or inactions:

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
- (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
- (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
- (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;
- (j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or employment in, any program established to provide apprenticeship or other training;
- (k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;
- (l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or
- (m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic."

I am aware that my company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies, as indicated below. Further, I understand that if Section 2-11(F) applies, I am entitled to apply to the City Manager for a waiver from signing this section of the affidavit based on a conflict with state or federal law. The contract will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, I affirm that my company, its directors, officers and employees agree to comply with Section 2-11(F); or my company is excluded from this Ordinance because it is: 1) a religious organization; 2) a political organization; 3) an educational institution; 4) a branch or division of the United States government or any of its departments or agencies; 5) a branch or division of the State of Texas or any of its departments, agencies or political subdivisions; 6) a private club that is restricted to members of the club and guests and not open to the general public; 7) not an "employer" under Section 2-11(F) because it has not had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year.

15. **SILENCE OF SPECIFICATION:** the apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
16. **SAMPLES:** any catalog, brand names, or manufacturer's reference in this bid packet is descriptive and not restrictive, and is used to indicate type and quality level desired for comparison purposes unless specifically excluded. Please quote as listed or give equal. If item offered is other than as indicated, bidder must state make, model, and part number of product quoted. Equality will be determined by the City, per the specifications. Samples, if required, shall be furnished free of expense to the City. **Samples should not be enclosed with bid unless requested.**
17. **TESTING:** testing may be performed at the request of the City or any participating entity, by an agent so designated, without expense to the City.
18. **TAXES:** the City of Plano is exempt from federal manufacturer's excise and state sales and use tax. Tax must not be included in bid. Tax exemption certificates will be executed by the City and furnished upon request.
19. **PRICING:** bid price(s) quoted, must be held firm for ninety (90) days to allow for evaluation unless otherwise stated in this document.
20. **ERROR-QUANTITY:** bid price must be submitted on units of quantity specified, extended, and total shown, in the event of discrepancies in extensions, the unit price shall govern.
21. **WARRANTY/GUARANTEE LAWS AND REGULATIONS:** By submittal of this bid, in addition to the guarantees and warranties provided by law, vendor expressly guarantees and warrants as follows:
  - A. That the articles to be delivered hereunder will be in full conformity with the specifications or with the approved sample submitted, and agreed that this warranty shall survive acceptance of delivery and payment for the articles and that the vendor will bear the cost of inspecting and/or testing articles rejected.
  - B. That the articles to be delivered hereunder will not infringe on any valid patent, trademark, trade name, or copyright, and that the vendor will, at vendor's own expense, defend any and all actions or suits charging such infringement and will save and hold harmless the City, its officers, employees, agents, and representatives from any and all claims, losses, liabilities and suits arising there from.
  - C. That the articles to be delivered hereunder will be manufactured, sold and/or installed in compliance with the provisions of all applicable federal, state and local laws and regulations.
  - D. That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the City.
22. **PACKAGING:** unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.
23. **F.O.B./DAMAGE:** quotations shall be bid F.O.B. delivered, designated location, and shall include all delivery and packaging costs. The City of Plano assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
24. **DELIVERY PROMISE – PENALTIES:** quotations must show the number of calendar days required to place the materials in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior notice to the purchasing division, who shall have the right to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the purchasing division to purchase goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
25. **DELIVERY TIMES & INSTALLATION:** Deliveries will be acceptable only during normal working hours at the designated location. Regarding installation services, the Contractor shall be responsible to remove from City property and dispose of all waste and packaging material in a lawful manner.
26. **PAYMENT TERMS:** payment terms are pursuant to the Texas Prompt Payment Act unless otherwise specified by the City. Upon receipt of a properly executed invoice from the vendor, payment will be processed for items or services delivered.

27. **ELECTRONIC SIGNATURE – UNIFORM ELECTRONIC TRANSACTION ACT:** the City adopts Vernon Texas' Statutes and Codes, Annotated Business and Commerce Code Chapter 43. Uniform Electronic Transaction Act, allowing individuals, companies, and governmental entities to lawfully use and rely on electronic signatures.
28. **PRESENTATION OF BIDS – PAPER SUBMISSION:** complete bid packets must be presented to the Procurement Department in a sealed envelope unless otherwise indicated.
29. **ALTERING BIDS – PAPER SUBMISSION:** bid prices cannot be altered or amended after submission deadline. Any inter-lineation alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
30. **LATE BIDS – PAPER SUBMISSION:** bid packets received in the Procurement Department after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Plano is not responsible for the lateness of mail carrier, weather conditions, etc.
31. **WITHDRAWAL OF BIDS:** bidder agrees that a bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids without written approval of the City.
32. **BID OPENINGS:** all bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive. The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Plano purchasing guidelines, and project documents, including but not limited to the bid/proposal specifications and required submittal documents. The City will notify the successful bidder upon award of the contract and, according to state law all bids received will be available for inspection at that time.
33. **BID SUMMARY SHEET:** bid summary results will be made available forty-eight (48) hours after bid opening. Bidders desiring a copy of the bid summary sheet may view the results online forty-eight hours (48) hours after the bid opening at [www.planotx.ionwave.net](http://www.planotx.ionwave.net). No results will be given over the telephone.
34. **MINOR DEFECT:** the City reserves the right to waive any minor defect, irregularity, or informality in any bid. The City may also reject any or all bids without cause prior to award.
35. **EVALUATION:** bids/proposals will be evaluated as outlined in the bid/proposal document.
36. **AWARD:** the City reserves the right to award:
  - A. In whole or in part as determined to be in the best interest of the City; and/or
  - B. A separate contract to separate vendors for each item/group or to award one contract for the entire bid. The City reserves the right to take into consideration contract administration costs for multiple award contracts when determining low bid.
37. **PROTESTS:** all protests regarding the bid solicitation process must be submitted in writing to the Purchasing Manager within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the local government code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. The limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City council by contacting the City Secretary prior to council award. All staff recommendations will be made available for public review ninety-six (96) hours prior to consideration by the City council.
38. **ADDITIONAL TERMS:** Notwithstanding acceptance by the City of the goods or services ordered hereby, no additional terms or conditions of vendor, whether contained within vendor's proposal or otherwise, shall be accepted by City, unless agreed upon in writing through a proposal process.
39. **CONFLICTS:** In the event the terms and conditions herein expressed conflict with the terms and conditions of any specifications issued by the City in conjunction with this purchase, the specifications shall supersede these terms and conditions to the extent of the conflict.
40. **AUTHORIZATION:** The City of Plano will not accept or pay for articles delivered or services performed without a specific written Purchase Order.
41. **CONFORMITY OF GOODS/SERVICES:** All goods to be delivered or services to be performed shall conform in every respect to the specifications issued by the City in conjunction with its solicitation of bids or proposals. In the event no such

specifications were issued, the goods or services shall conform to the proposal submitted by the vendor.

42. **PRICING:** Unit pricing shall be in strict conformity with the bid or proposal submitted by vendor, unless a price increase is authorized by the City.
43. **PRICE ESCALATION:** Price escalations may be permitted by the City of Plano during the term of the contract. All requests for price escalation shall be in written form and shall demonstrate industry-wide or regional increases in the Contractor's costs. Include documents supporting the price escalation, such as manufacturer's direct cost, postage rates, railroad commission rates, federal/state minimum wage laws, federal/state unemployment taxes, FICA, etc. Increases will apply only to the products(s) and/or service(s) affected by an increase in raw material, labor, or another like cost factor. The City of Plano reserves the right to accept or reject any/all price escalations.
44. **PRICE REDUCTION:** If during the life of the contract, the Contractor's net prices to other customers for the same product(s) and/or service(s) are lower than the City of Plano's contracted prices, an equitable adjustment shall be made in the contract price.
45. **TAXES:** The City of Plano is exempt from federal manufacturer's excise and state sales and use tax. Contractor shall be responsible to furnish the appropriate forms required to the supplier(s).
46. **INSPECTION, REJECTION, AND EXCESS SHIPMENT:** In addition to other rights provided by law, the City reserves the right (a) to inspect articles delivered and to return those which do not meet specifications or reasonable standards of quality, (b) to reject articles shipped contrary to instructions or in containers which do not meet recognized standards, and (c) to cancel the order if not filled within the time specified. The City may return rejected articles or excess shipment on this order, or may hold the articles subject to the vendor's order and at vendor's risk and expense, and may in either event charge the vendor with the cost of shipping, unpacking, inspecting, repacking, reshipping and other like expenses.
47. **INVOICES:** Invoices must be submitted by the Contractor to the City of Plano, Accounting Department, P.O. Box 860279, Plano, TX, 75086-0279. The City Purchase Order number must appear on all invoices, delivery memoranda, bills of lading, packing and correspondence.
48. **PATENT RIGHTS:** The Contractor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
49. **FUNDING:** The Contractor recognizes that any contract shall commence upon the effective date and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for the contract, the contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.
50. **ASSIGNMENT:** Contractor agrees to retain control and to give full attention to the fulfillment of this Contract, that this Contract shall not be assigned without the prior written consent of City, and that no part or feature of the work will be assigned to anyone objectionable to City. Contractor further agrees that subcontracting any portion or feature of the work, or materials required in the performance of this Contract, shall not relieve Contractor from its full obligations to City as provided by this Contract. Failure to obtain City's written consent prior to assignment of this Contract as set forth herein, may result in termination of this Contract at the City's discretion, without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract. If the City elects to terminate this Contract, the Contractor shall provide the City refund of any prepaid, unused portion of the fees, calculated from the date of termination to the end of the then-current term.
51. **AUDIT:** The City of Plano reserves the right to audit the records and performance of Contractor during the contract and for three years thereafter.
52. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this contract. All change orders to the contract will be made in writing by the City of Plano.
53. **INDEMNIFICATION:** Contractor agrees to defend, indemnify and hold the City and its respective officers, agents and employees, harmless against any and all claims, lawsuits, judgments, fines, penalties, costs and expenses for personal injury (including death), property damage, intellectual property infringement claims (including patent, copyright and trademark infringement) or other harm or violations for which recovery of damages, fines, or penalties

is sought, suffered by any person or persons that may arise out of or be occasioned by Contractor's breach of any of the terms or provisions of the contract, violations of law, or by any negligent, grossly negligent, intentional, or strictly liable act or omission of the Contractor, its officers, agents, employees, invitees, subcontractors, or sub-subcontractors and their respective officers, agents, or representatives, or any other persons or entities for which the Contractor is legally responsible in the performance of the contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of City, and its officers, agents, employees or separate Contractors. City does not waive any governmental immunity or other defenses available to it under Texas or federal law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Contractor, at its own expense, is expressly required to defend City against all such claims. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Contractor's obligation to defend City or as a waiver of Contractor's obligation to indemnify City pursuant to this agreement. Contractor shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this agreement. If Contractor fails to retain counsel within the required time period, City shall have the right to retain defense counsel on its own behalf and Contractor shall be liable for all costs incurred by City.

In addition to Contractor's intellectual property infringement indemnification and defense requirements herein, if an infringement claim occurs, or in Contractor's opinion is likely to occur, Contractor shall, at its expense: (a) procure for City the right to continue using the product; (b) replace or modify the product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the product and grant City a reimbursement for the product. Contractor will proceed under subsection (c) above only if subsections (a) and (b) prove to be commercially unreasonable.

The intellectual property infringement indemnification herein applies to all products provided, supplied or sold under this agreement by Contractor to City whether manufactured by Contractor or a third party. Contractor represents that, to the best of its knowledge, City's use of products that are provided supplied, or sold by Contractor to City as part of this agreement does not constitute an infringement of any intellectual property rights and City has the legal right to use said products. City enters into this agreement relying on this representation.

The indemnification herein survives the termination of the contract and/or dissolution of this agreement including any infringement cure provided by the Contractor.

54. **TERMINATION:** City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this Contract, in whole or in part by giving at least thirty (30) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the date such notice is received unless otherwise indicated in writing by the City. If the City elects to terminate this Contract, the Contractor shall provide the City refund of any prepaid, unused portion of the fees, calculated from the date of termination to the end of the then-current term. Contractor shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Contract prior to termination.
55. **TERMINATION FOR DEFAULT:** The City of Plano reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract immediately in the event the Contractor fails to 1) meet delivery schedules or, 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the City to award contract to another Contractor, purchase elsewhere and charge the full increase in cost and handling to the defaulting Contractor.
56. **REMEDIES:** The Contractor and the City of Plano agree that each party has rights, duties, and remedies available as stated in the uniform commercial code and any other available remedy, whether in law or equity.
57. **VENUE:** This agreement will be governed and constructed according to the laws of the state of Texas. This agreement is performable in Collin/Denton County, Texas. Exclusive venue shall be in Collin County, Texas.
58. **DELINQUENT TAXES:** Section 2-2 of the City Code of Ordinances prohibits the payment of public funds to persons that owe delinquent taxes to the City of Plano. Therefore, payment to a Contractor for goods or services provided to the City under contract or Purchase Order may be withheld in the event the Contractor owes delinquent taxes to the City.
59. **WORKFORCE:**
  - A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they

will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while in the course and scope of delivering goods or services under a City of Plano contract on the City's property;

- i. use or possess a firearm, including a handgun that is licensed under state law, except as required by the terms of the contract; who hold a license to carry a handgun or who otherwise lawfully possess a firearm and ammunition may keep such items in their locked personal vehicle while parked on City Property; or
- ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and must not employ such worker again on Contract services without the City's prior written consent.

D. The immigration reform and control act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. department of justice form I-9.

The Contractor warrants that Contractor is in compliance with IRCA and will maintain compliance with IRCA during the term of the contract with the City. Contractor warrants that Contractor has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this contract.

**STATUTORY CONTRACTING REQUIREMENTS:**

The following terms apply when required by applicable Texas statute(s) or for purchases funded or reimbursed using Federal funds.

**60. COMPLIANCE WITH TX GOVT CODE 2270:**

A. As required per Texas Government Code Section 2270.001, the Contractor certifies the following:

- i. Company does not boycott Israel;
- ii. Company will not boycott Israel during the term of the contract.

**61. FEDERALLY FUNDED PROJECTS:** For projects using Federal funds the following shall apply: The City of Plano, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and its Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award

**62. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (29 C.F.R. § 5.5(b)):**

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (the Federal agency or the loan or grant recipient, whichever is applicable) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same

prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

**63. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT:**

*Clean Air Act*

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the (City of Plano or applicant, whichever is applicable, entering into the contract) and understands and agrees that the (City of Plano or applicant, whichever is applicable, entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

*Federal Water Pollution Control Act*

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the (City of Plano or applicant, whichever is applicable, entering into the contract) and understands and agrees that the (City of Plano or applicant, whichever is applicable, entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**64. DEBARMENT AND SUSPENSION:**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (the City of Plano, or recipient/subrecipient/applicant, whichever is applicable). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (the City of Plano, or recipient/subrecipient/applicant, whichever is applicable), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**65. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended):**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.



**66. PROCUREMENT OF RECOVERED MATERIALS:**

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - 2. Meeting contract performance requirements; or
  - 3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**67. ACCESS TO RECORDS:**

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the City of Plano, (recipient, if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the City of Plano and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

## **Specifications for 2021-0073-AC**

### **Plano Police Department Lease Vehicle Program**

The City of Plano is soliciting bids for a Lease Vehicle Program for the Police Department. This contract will be awarded to the lowest responsive, responsible bidder meeting specifications. Price specified by the bidder must include the cost for the lease plan, maintenance plan, and warranty, as well as all direct and indirect costs including, but not limited to, freight, delivery, fuel surcharges, labor, etc. No additional charges will be allowed unless provided for by the City on the Item Response Form. The amount to be awarded shall remain contingent upon allowable budgeted expenditures.

#### **I. INTRODUCTION AND SCOPE OF SERVICES**

It is the intent of these specifications to describe the services required for a fixed price Lease Vehicle Program for the Plano Police Department. The City estimates to lease between seventeen (17) and twenty five (25) vehicles on an annual basis. It is expected that each vehicle will be on a twelve (12) month rotation of use before it is replaced. Vehicle ordering will commence after a Purchase Order is received from the City of Plano.

#### **II. REQUIREMENTS**

##### **A. REQUIRED VEHICLE TYPES**

All vehicles will be new, current model year, and unused at the time of delivery. Contractor will provide a wide range of vehicles. Vehicle make, models, and non-descript colors must be kept in consideration prior to the selection of the vehicle. Each year a new list of vehicles will be presented to the City of Plano for selection. The City will be allowed to install up to 5% tint at the City's expense. Vehicles will be returned to Contractor with added tint. While the City will pay for the cost of tint installation, any cost for removal of tint would be at the Contractor's expense. A New Vehicle Specification Sheet will be provided by the Contractor and approved by the City's Lease Coordinator prior to ordering any replacement vehicle.

1. 6-Cylinder Sedans
2. 6-Cylinder SUVs/Crossovers
3. 6-Cylinder Minivans
4. 8-Cylinder Full Size Crew Cab (four full-size doors) Pickup Trucks

##### **B. REQUIRED EQUIPMENT FEATURES**

1. Both 2WD and AWD for SUVs/Crossovers
2. Both 2WD and 4WD for Pickup Trucks
3. Overdrive Option
4. Factory Installed AC
5. Automatic Transmission
6. Power Steering
7. Power Locks
8. Power Windows
9. Tilt Steering
10. Factory Installed AM/FM Radio

11. Alloy Wheels – **NO steel rims or hubcaps** (i.e. work truck style wheels)
12. Keyless Entry
13. Tilt Steering Wheel
14. Vehicles Need to Be Under Standard New Car Warranty
15. Electric Remote Doors for Minivans
16. Airbags (driver and passenger)
17. Rear Defrost
18. Hands-Free Cell Phone Connection
19. Tow Connections for All Pickup Trucks
20. 4-wheel Antilock Disk Brakes
21. Cruise Control
22. Backup Assist
23. Fog Lights

**C. REPLACEMENT VEHICLES**

Contractor must be able to provide the City a replacement vehicle when warranty or maintenance repairs last seven (7) days or more.

If a vehicle is compromised, the Contractor must replace compromised vehicle with another vehicle within two (2) weeks.

The replacement vehicle must meet the specifications in this document. In the case where a permanent replacement is not in stock, the Contractor will provide a temporary vehicle until a suitable permanent replacement is located. A replacement vehicle is provided at no cost to the City.

**D. MAINTENANCE PLAN**

Vendors must provide a maintenance plan that will cover manufacturer recommended preventative maintenance. Maintenance and warranty service must be done at local dealerships. Contractor is required to have locations in Plano for routine maintenance work.

Regular maintenance will be covered by the Contractor, as well as, any repairs, replacement parts, and servicing required under normal use to keep the vehicle in good working order and condition. This includes fluid service, normal driving oil/filter service, tune-ups, fuel and air filter replacement, brake service, battery charge and/or replacement, and air conditioning system service.

The Contractor must provide a maintenance card that is assigned to each car. The City will be provided a list of locations in which the card can be used for vehicle maintenance.

**E. CONFIDENTIAL ADMINISTRATION**

Contractor must provide secure processes to avoid divulging the City of Plano as lessee.

**F. LOCATION OF VEHICLE PICK UP AND DROP OFF**

Locations selected for pick up and drop off will be within twenty five (25) miles of Plano Police Department, 909 E. 14<sup>th</sup> Street, Plano, TX 75074. Each vehicle will be delivered with two keys. Contractor will arrange for a temporary drive-off tag.

**G. MILEAGE**

Monthly rate must allow for a minimum of two thousand (2,000) miles per vehicle.

**H. REGISTRATION**

The City of Plano will be responsible for registering the vehicles.

**I. VENDOR QUALIFICATIONS**

Vendor's primary business must be in Lease Vehicle Programs with a substantial portion of their portfolio including Law Enforcement Leases.

**III. SUBMITTALS**

In order to facilitate the award process, bidders are requested to submit all documents below with their bids. Otherwise, documents must be received within five business days of notification by the City of Plano. Failure to comply within five business days may be grounds for declaring bidder non-responsive to specifications. All submittals may be researched, evaluated, and verified by City of Plano staff members.

**A. EQUIPMENT INVENTORY**

Provide a list of vehicles available for selection under this contract. The list must include Year, Make, Model, and Trim. The list must contain vehicles representative of the vehicle types described in Section II. A. **REQUIRED VEHICLE TYPES**.

**B. SERVICE AND PICK UP/DROP OFF LOCATIONS**

Provide the locations where maintenance and warranty service will be performed as well as the locations for pick up and drop off of vehicles.

**C. WORK HISTORY**

Provide a work history reflecting similar scope and service as required in this document. Work must have been performed in the last five (5) years including work performed for government entities. History must include details of size, type, and scope of work, along with up to date contact information. Vendors are required to verify contact information prior to submitting work history.

**IV. CONTRACT TERM**

The contract will be for a one (1) year period with up to four (4) additional automatic one-year renewals.

## **Appendix A: Vehicle Modification Specifications**

The following modifications may be completed, as deemed necessary by the City of Plano on any of the lease vehicles, by the City of Plano or its designee at the City of Plano's expense:

- 1) Headlights configured to provide "wig wag" operation, alternating between low-beam and hi-beam
- 2) Taillights configured to provide "wig wag" operation.
- 3) "Wig wag" operation of both headlights and taillights through the activation of a single switch.
- 4) Install the standard police mobile radio control head under the vehicle dash or other area of operational convenience (installed in manner which limits any signs the unit was at one time installed), and with the actual radio installed in the vehicles trunk to include the running of necessary wiring from the radio control head in the passenger compartment to the radio unit in the trunk and with the installation of an exterior antenna not requiring the drilling of a hole in the visible areas of the horizontal or vertical metal surface areas of the vehicle.
- 5) Provide a red/blue flashing light to attach to visor of vehicle with a power plug that inserts in cigarette lighter or alternate power source.

No additional fees shall be charged to the City of Plano for the modifications completed on the leased vehicles. Any unintended damage to any of the lease vehicles will be corrected by the City of Plano or its designee at the City of Plano's expense.



**2021-0073-AC Addendum 2  
Acme Auto Leasing, LLC  
Supplier Response**

**Event Information**

Number: 2021-0073-AC Addendum 2  
Title: Plano Police Department Vehicle Lease Program  
Type: Request for Bid  
Issue Date: 12/31/2020  
Deadline: 1/25/2021 01:00 PM (CT)  
Notes: The City of Plano is soliciting bids for a Lease Vehicle Program for the Police Department. This contract will be awarded to the lowest responsive, responsible bidder meeting specifications.

Questions must be submitted electronically through IonWave at <https://planotx.ionwave.net>. No questions will be answered over the phone or through email.

The preferred method for proposal submission is electronically through IonWave. If you choose to submit your bid/proposal in person, Purchasing personnel will be available Mondays and Wednesdays between the hours of 10 a.m. and 1 p.m. The person delivering the bid/proposal must call (972) 941-7557 upon arrival during those hours and wait in the lobby for someone to meet them to receive their bid/proposal. Responses delivered in person are to be delivered in a sealed envelope to the Purchasing Department at:

City of Plano Purchasing Department  
1520 K Avenue  
Plano, TX 75074  
Ph: (972) 941-7557

All responses are due prior to the published closing date and time. No

late responses will be accepted.

Bids/Proposals will be opened, and the names of offerors read, on Tuesday, January 26th, 2021, at 2:00 PM CT. The reading will now be broadcast live by Plano TV and available for viewing at the time of opening by tuning into the City of Plano's Government Access Channel online or through your cable provider. Broadcast information and viewing by stream may be accessed by this link: <https://www.plano.gov/210/Plano-TV>. Tabulations for these solicitations should be available on Ionwave within 48 hours of the opening. In some cases, they may be available earlier. We ask that you limit exposure by watching the live broadcast of the bid/proposal opening or viewing tabulations electronically through IonWave, rather than attending at City Hall.

Time Critical Bid/Proposal Deliveries: The City of Plano cannot guarantee, due to internal procedures, that any bids/proposals sent Priority Mail will be picked up and delivered by the closing date and time. It is recommended that critical bid/proposal deliveries be made either electronically through IonWave or in person as described above.

### **Contact Information**

Contact: Brienne Wilkins  
Address: 1520 K Avenue  
Plano, TX 75074  
Email: [bwilkins@plano.gov](mailto:bwilkins@plano.gov)

### Acme Auto Leasing, LLC Information

Contact: Rosa Hill  
Address: 440 Washington Ave  
North Haven, CT 06473  
Phone: (203) 234-6850  
Fax: (203) 234-6858  
Toll Free: (800) 242-7767  
Email: rhill@acmeautoleasing.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Erin Maturo

Signature

Submitted at 1/20/2021 9:27:36 AM

ematur@acmeautoleasing.com

Email

### Supplier Note

Feel free to contact me if you need any additional information. Erin Maturo 203-234-6850, ext.118

### Requested Attachments

<b>Vendor Supplemental Information</b>	Plano Vendor Supplemental Information.pdf
<b>Equipment Inventory</b>	Equipment Inventory.pdf
<b>Service and Pick Up/Drop Off Locations</b>	Plano Service and Pickup Drop Off Locations.pdf
<b>Work History</b>	Client_Info_Work_History-5.pdf
<b>CIQ</b>	Plano CIQ.pdf
<b>Vendor Acknowledgement Form</b>	Plano Vendor Acknowledgement Form.pdf
<b>Interlocal Agreement</b>	INTERLOCAL_AGREEMENT.pdf
<b>Israel Form</b>	Plano Isreal Form.pdf
<b>Vendor Compliance to State Law</b>	Plano Vendor Compliance toState Law.pdf

### Bid Lines

<b>1</b>	<b>01-01 - Monthly Fixed Rate Fee per Vehicle</b>	
	The City estimates to lease between seventeen (17) and twenty-five (25) vehicles on an annual basis. This is a fixed price Lease Vehicle Program for the Plano Police Department. This line item should be the monthly fixed rate fee per vehicle. See specifications for details.	
	Quantity: <u>  1  </u> UOM: <u>  each  </u>	Price: <input type="text" value="\$635.00"/> Total: <input type="text" value="\$635.00"/>

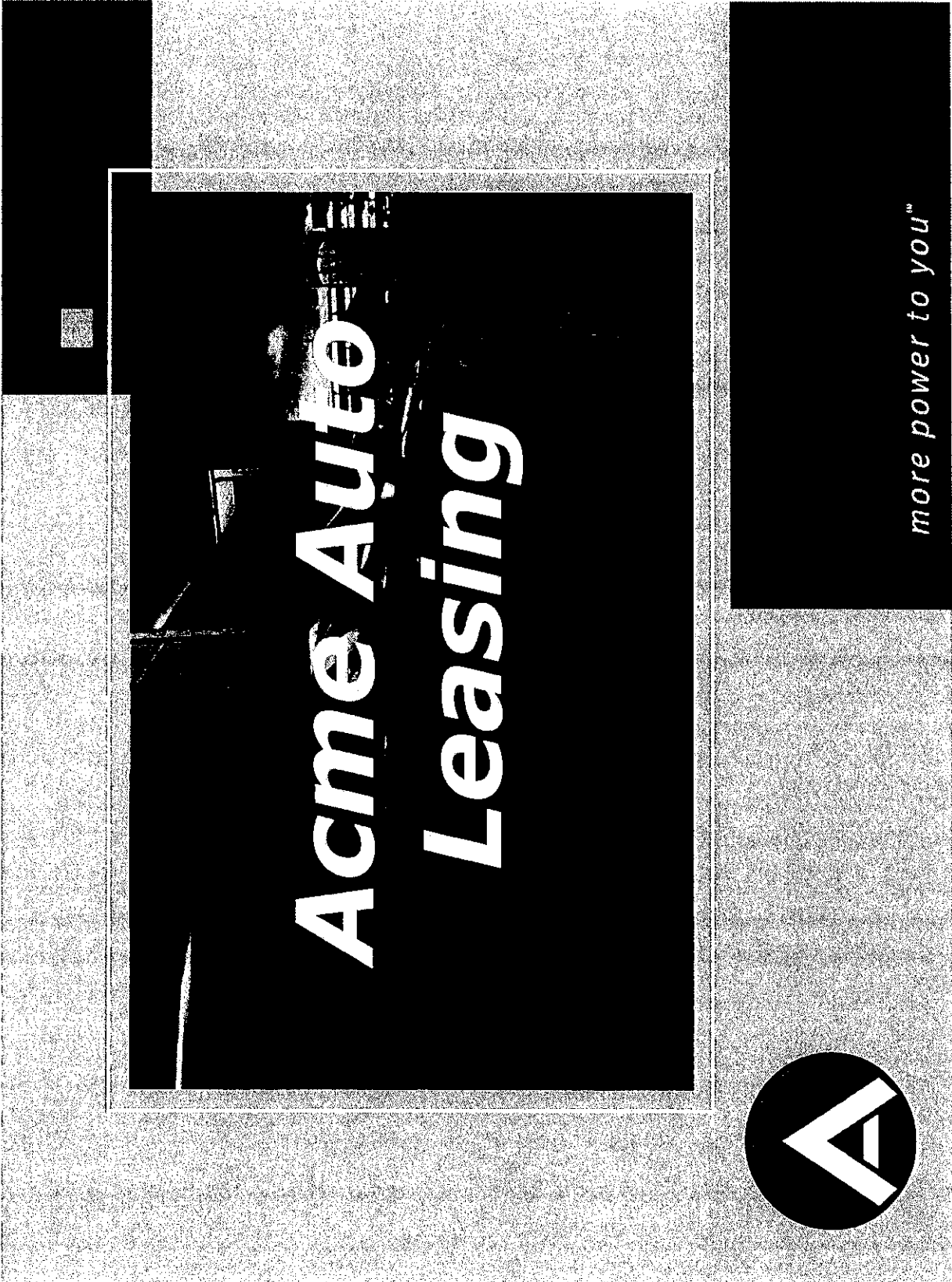


**2 01-02 - Excess Mileage Fee**

This line item price should be the fee per mile exceeding the allowable miles per month. Monthly rate must allow for a minimum of two thousand (2,000) miles per vehicle. The excess mileage fee will not be used to determine the low bid. Only the monthly fixed rate fee per vehicle will be used in determining the lowest responsive, responsible bidder meeting specifications.

Quantity:   1   UOM:   each   Price:  Total:

**Response Total: \$635.12**



The advertisement features a central black rectangular area with the text "Acme Auto Leasing" in a large, white, sans-serif font. The background of this area is a dark, grainy image of a car. To the right of the central area, there is a circular logo containing a stylized white letter 'A'. Below the logo, the slogan "more power to you™" is written in a smaller, white, sans-serif font. The entire advertisement is set against a light gray background with a fine, dotted texture.

# Acme Auto Leasing Network Program

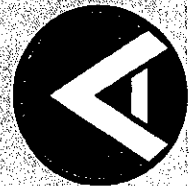
Our management tool is designed to enhance your vehicle services and manage your costs.

## Why Network?

- Comprehensive vehicle management service offering and expertise
- Nationwide access to vendors with competitive and consistent pricing
- Certified technicians/experts
- All calls receive live service
- Dedicated to providing service excellence
- 24/7/365 accessibility

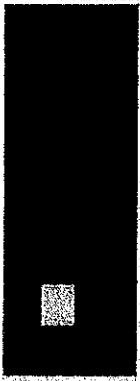
## Available Services

- Maintenance and Repair Management
- National Account Program
- Emergency Roadside Service
- Fuel Management
- Rental Program
- Accident Management



*more power to you™*

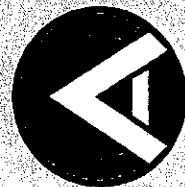
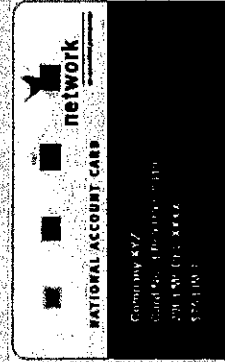
# Acme Auto Leasing Network Program



## National Account Program

- Preventive Maintenance
- National Account Card
  - National vendor access
  - Thousands of repair facilities nationwide
  - Consistent competitive pricing
  - Prompt repair attention
  - Flexible spending limits

### Customer manages approval process



## Maintenance and Repair Management

- National Account Card
- Customer Contact Center staffed by ASE Certified Service Technicians available 24 hours a day, every day, year round
  - Flexible authorization limits
  - Maintain vehicle maintenance and repair history
  - Electronic pre-authorization audit of purchase order details
  - Post-warranty recovery - systematic "flagging" of potential claims
  - Thousands of repair facilities nationwide
  - Consistent competitive pricing



# Acme Auto Leasing Network Program

## Emergency Roadside Service

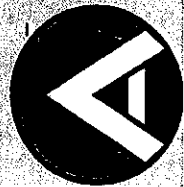
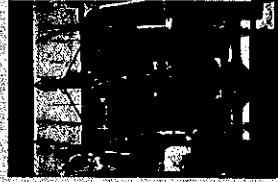
- Available 24/7/365 via toll free 800 number
- In-house operation with trained personnel
- Services available:
  - Towing
  - Jump starts and battery assistance
  - Flat tire repair and replacement
  - Mechanical breakdown assistance
  - Gas, oil, fluid and water delivery
  - Lockout service
- Helps ensure safety of driver

## Accident Management

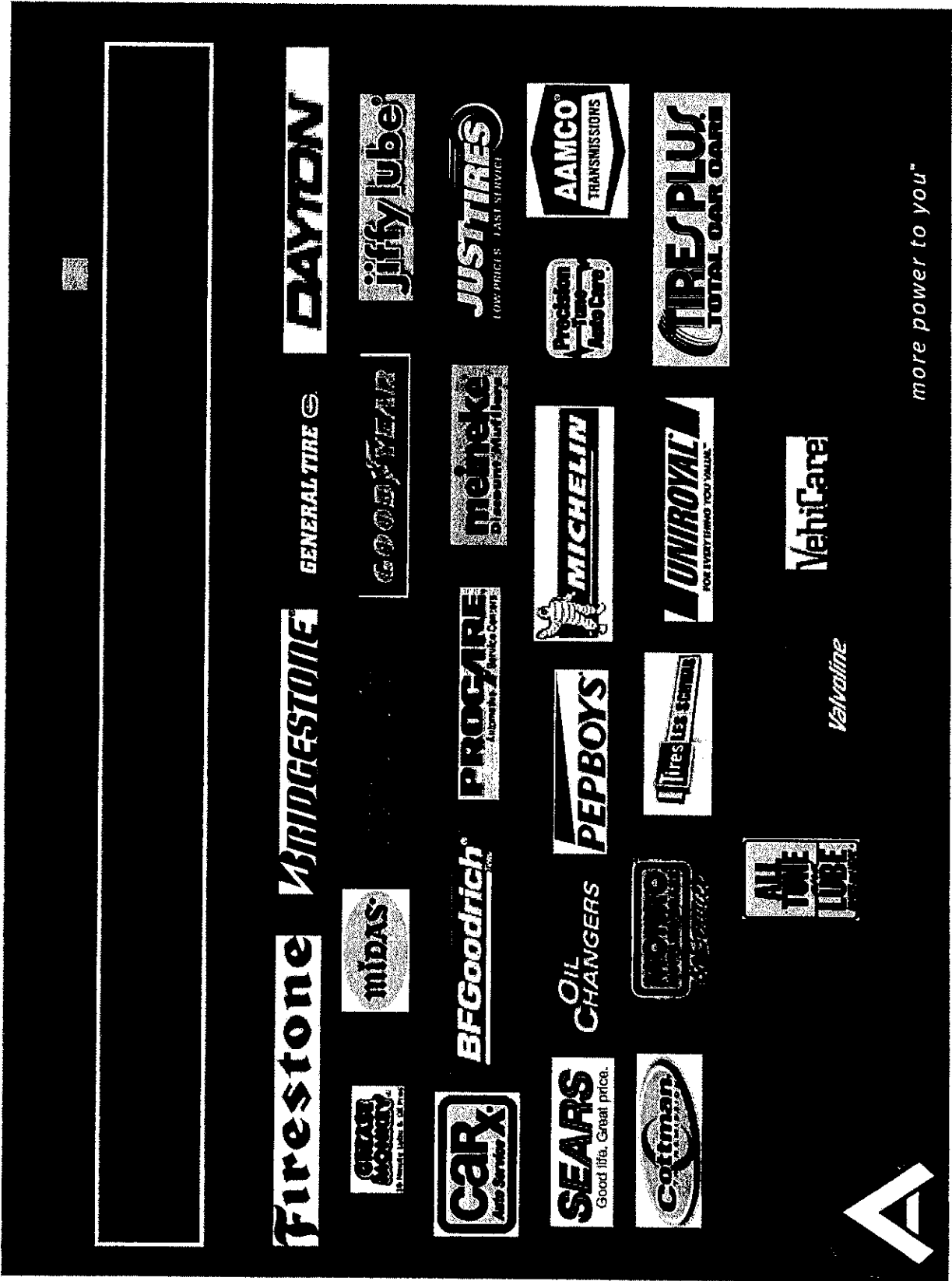
- Accident Reporting
    - Trained customer service 24/7/365
    - Customized two-page accident reports
  - Collision Repair
    - Thousands of conveniently located, quality repair shops, nationwide
- Managed by ASE and I-CAR certified technicians

## Rental Program

- To cover driver's rental needs
  - Mechanical
  - Collision
- Recognized national brands
- Cars, trucks, vans
- Pre-negotiated rates
- Centralized billing
- Minimized down-time



*more power to you™*



more power to you™

A

## Local "Network" Service Providers

Shop Name	Address	City	State	Zip	Phone Number
JERALD MARQUIS AUTO BODY	5900 INDEPENDENCE PARKWAY	PLANO	TX	75023	972-596-7200
AMERICAN WEST TIRE PROS	2601 "K" AVENUE	PLANO	TX	75074	972-633-1590
MERCHANTS TIRE & AUTO CENTERS	1516 CENTRAL EXPWY	PLANO	TX	75074	972-423-5545
FIRESTONE EXPERT TIRE	928 SPRING CREEK PARKWAY	PLANO	TX	75074	972-422-7575
SOUTHERN TIRE MART	17415 PRESTON ROAD	DALLAS	TX	75252	972-380-8831
FIRESTONE STORE #2631	2105 W. 15TH. STREET	PLANO	TX	75075	972-596-6600
FIRESTONE STORE #20672	4621 W. PARK	PLANO	TX	75093	972-596-7800
FIRESTONE STORE #21512	2480 AVENUE K	PLANO	TX	75074	972-424-1505
FIRESTONE TIRE STATION	6828 COIT ROAD	PLANO	TX	75023	972-491-0293
MOLLE CHEVROLET INC	8012 COIT RD	PLANO	TX	75025	972-377-0138
GOODYEAR	3320 CUSTER RD	PLANO	TX	75023	214-612-1424
GDYR AUTO SERVICE CTR #6356	5900 INDEPENDENCE PARKWAY	PLANO	TX	75023	214-596-7200
GOODYEAR; KINGWOOD TIRE	18181 HILLCREST RD	DALLAS	TX	75252	972-867-6106
NTB	1300 CUSTER SUITE 102	PLANO	TX	75075	972-398-6300
NTB	3320 CUSTER ROAD	PLANO	TX	75023	972-612-1424
VALVOLINE INSTANT OIL CHANGE	17885 PRESTON RD.	DALLAS	TX	75252	972-447-0733
GILBERT & BAUGH FORD INC	8012 COIT ROAD	PLANO	TX	75025	214-637-9136
ZIMBRICK ISUZU INC	6828 COIT ROAD	PLANO	TX	75023	972-491-2930
HENDRICK DODGE	3200 W PARKER ROAD	PLANO	TX	75075	972-596-0111
EXPRESS OIL CHANGE LLC 109	1801 N CENTRAL EXPRESSWAY	PLANO	TX	75075	972-881-8473
FIRESTONE	4900 W. PLANO PARKWAY	PLANO	TX	75093	972-964-5685
CENTRAL TIRE AND AUTO	10557 CUSTER ROAD	PLANO	TX	75025	214-495-0617
DNE JIFFY LUBE 2977	605 JUPITER RD	PLANO	TX	75074	972-423-1213
PLAZA TIRE	4560 STATE HIGHWAY 121	PLANO	TX	75024	214-705-7750
PRECISION TUNE AUTO CARE	325 WEST FM 544	MURPHY	TX	75094	972-509-0315
MICHEL TIRE	3480 W. MAIN ST.	FRISCO	TX	75034	214-705-6635
SELECT MOTORS	8851 W. MAIN	FRISCO	TX	75034	214-387-8989
C&D TRUCK & EQUIPMENT	2665 W. MAIN ST.	FRISCO	TX	75034	214-387-4661
DEAN'S TIRE SERVICE	3901 WEST SPRING CREEK PARKWAY	PLANO	TX	75023	972-985-7970
AHLBORG TIRE & AUTO	4144 W SPRING CREEK PARKWAY	PLANO	TX	75093	972-985-9000
AAMCO TRANSMISSIONS 10191	7808 PRESTON ROAD	FRISCO	TX	75034	214-705-8314
SHARON CHEVROLET INC	1911 WEST 15TH STREET	PLANO	TX	75075	972-578-8820
RAMONA TIRE	8030 PRESIDENT GEORGE BUSH TUR	DALLAS	TX	75252	972-758-0193
MANAHAWKIN CHRYSLER DODGE JEEP	7808 PRESTON ROAD	FRISCO	TX	75034	214-387-3490
MAVIS DISCOUNT TIRE	620 WEST PARKER ROAD	PLANO	TX	75075	972-424-3541
FIRESTONE COMPLETE AUTO CARE	4700 PRESTON ROAD	FRISCO	TX	75034	972-624-7714
JHT SERVICE AND REPAIRS	17638 PRESTON	DALLAS	TX	75252	972-248-3165
CROUCHS WRECKER SALES	1732 E. 14TH ST.	PLANO	TX	75074	972-422-5853
CROUCHS WRECKER SALES	3067 W. 15TH ST	PLANO	TX	75075	972-599-9409
SAM T EVANS OF SANDY	1229 COIT ROAD	PLANO	TX	75075	972-596-1002
STS	9215 WARREN PARKWAY	FRISCO	TX	75034	469-362-7645
UTILITY TRAILER	3021 WEST SPRING CREEK PKWY	PLANO	TX	75023	972-491-9666
BIG RAYS EXPRESS LUBE INC	217 COIT ROAD	PLANO	TX	75075	972-867-3475
VEHICLE MANUFACTURERS' DEALERS ARE ALSO SERVICE PROVIDERS					
VEHICLE WILL BE PICKED UP A LOCAL DEALER					
AT END OF LEASE, VEHICLE WILLEITHER BE PICKED UP AT THE END USERS LOCATION OR DROPPED OFF AT A DESIGNATED DEALER LOCATION WHEN PICKING UP A NEW, REPLACEMENT VEHICLE PROVIDED BY ACME.					

### Vendor Acknowledgment Form

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, and upon conditions contained in the specifications of the proposal.

The following information should be filed out in its entirety for your response to be considered.

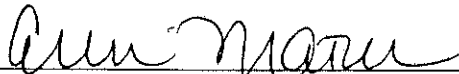
Company Name: Acme Auto Leasing, LLC

Address of Principal Place of Business: 440 Washington Ave  
North Haven CT 06473

Phone/Fax of Principal Place of Business: 203-234-6850 phone / 203-234-6858 fax

Address, Phone and Fax of Majority Owner Principal Place of Business: same

E-mail Address of Representative: ematur@acmeautoleasing.com

Authorized Representative:   
Signature:

Title: Chief Operations Officer

Date: 1/20/2021

Printed Name: Erin Maturo

Acknowledgement of Addenda: #1 X #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ #5 \_\_\_\_\_



**VENDOR COMPLIANCE WITH RECIPROCITY ON NON-RESIDENT BIDDERS**


Government Code 2252.002 provides that, in order to be awarded a contract as low bidder, a non-resident bidder must bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. A non-resident bidder is a contractor whose corporate offices or principal place of business is outside of the state of Texas. This requirement does not apply to a contract involving Federal funds. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident bidders in order for your bid to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder. Resident bidders must check the blank in Section B.

- A. Non-resident vendors in \_\_\_\_\_ (give state), our principal place of business, are required to be \_\_\_\_\_ percent lower than resident bidders by state law. A copy of the statute is attached.  
Non-resident vendors in Connecticut \_\_\_\_\_ (give state), our principal place of business, are not required to underbid resident bidders.
- B. Our principal place of business or corporate offices are in the State of Texas: \_\_\_\_\_.

BIDDER:

Acme Auto Leasing, LLC  
Company

<u>North Haven</u>	<u>CT</u>	<u>06473</u>
City	State	Zip

Erin Maturo  
By: (please print)  
  
Signature

Chief Operations Officer  
Title: (please print)

**EXHIBIT A**  
**CLIENT WORK HISTORY**

List all references for contracts similar in scope.

- Mr. Anthony Rizzo  
816-234-5376
1. Client Name: 2018-current  
 Contact Name: Vehicle Lease  
 Phone Number: \_\_\_\_\_  
 Dates of Service: \_\_\_\_\_  
 Brief description of service provided: \_\_\_\_\_  
 \_\_\_\_\_  
 Brooklyn District Attorney  
 \_\_\_\_\_  
 Det. Wesley Phillip  
 \_\_\_\_\_
  
  2. Client Name: 718-250-2932  
 Contact Name: 2010-current  
 Contact Name: Vehicle Lease, Maintenance  
 Phone Number: \_\_\_\_\_  
 Dates of Service: \_\_\_\_\_  
 Brief description of service provided: \_\_\_\_\_  
 \_\_\_\_\_  
 District of Columbia Public Works  
 \_\_\_\_\_  
 Mr. Gerard Campbell  
 \_\_\_\_\_
  
  3. Client Name: 202-576-7858  
 Contact Name: 2001-current  
 Contact Name: Vehicle Lease  
 Phone Number: \_\_\_\_\_  
 Dates of Service: \_\_\_\_\_  
 Brief description of service provided: \_\_\_\_\_  
 \_\_\_\_\_  
 City of New Haven Police Department  
 \_\_\_\_\_  
 Lt. Karl Jacobson  
 \_\_\_\_\_
  
  4. Client Name: 203-946-6098  
 Contact Name: 2009-current  
 Contact Name: Vehicle Lease, Maintenance  
 Phone Number: \_\_\_\_\_  
 Dates of Service: \_\_\_\_\_  
 Brief description of service provided: \_\_\_\_\_  
 \_\_\_\_\_  
 Town of Hamden Police Department  
 \_\_\_\_\_  
 Lt. Gabriel Lupo  
 \_\_\_\_\_
  
  5. Client Name: 203-230-4063  
 Contact Name: 2006-current  
 Contact Name: Vehicle Lease  
 Phone Number: \_\_\_\_\_  
 Dates of Service: \_\_\_\_\_  
 Brief description of service provided: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

In the last three <sup>x</sup> years, have you been released or removed from a job prior to the job being completed?  
YES \_\_\_\_\_ NO \_\_\_\_\_ If yes, give reason(s) \_\_\_\_\_.

## EQUIPMENT INVENTORY

We will continue to offer different vehicles throughout the term of the contract in order to ensure the integrity of the Plano Police Department's undercover operations.

Our current selection is as follows:

### **Sedans- V6**

Dodge Charger  
Nissan Maxima

### **SUV/Crossovers- V6**

Chevrolet Traverse AWD  
GMC Acadia AWD  
Dodge Durango AWD  
Nissan Murano AWD  
Nissan Pathfinder 4WD  
Chevrolet Blazer AWD  
Jeep Grand Cherokee 4WD  
Toyota Highlander AWD

### **Mini-Vans V6**

Chrysler Voyager  
Chrysler Pacifica  
Toyota Sienna

### **Trucks, Full-size Crew Cab- V8**

Ford F150 Crew Cab 4WD  
Chevrolet Silverado 1500 Crew Cab 4WD  
GMC Sierra 1500 Crew Cab 4WD  
Ram 1500 Crew Cab 4WD  
Toyota Tundra Crew 4WD

**INTERLOCAL AGREEMENT**

Contractor agrees to extend prices and terms to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Plano.

YES       NO

Completed Forms shall be sent to: City of Plano Attn: City Secretary, 1520 K Avenue, Plano, TX 75074

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; margin-left: 40px;">None</p>	<p>Date Received</p>	
<p><b>2</b> <input type="checkbox"/> 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center; margin-left: 100px;">_____</p> <p style="text-align: center; margin-left: 100px;">Name of Officer</p>		
<p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p>		
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p><b>7</b></p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%;"> <p style="font-size: 1.2em; margin: 0;"><i>Crista Marino</i></p> <p style="font-size: 0.8em; margin: 0;">Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 35%; text-align: center;"> <p style="margin: 0;">1/20/2021</p> <p style="font-size: 0.8em; margin: 0;">Date</p> </div> </div>		

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CIQ CONFLICT OF INTEREST QUESTIONNAIRE

Any vendor who completes this questionnaire must separately file the form with the City Secretary's Office at:

City of Plano  
City Secretary's Office  
1520 K Avenue  
Plano, TX 75074

For purposes of completion of the required Conflict of Interest Questionnaire for the City of Plano, a complete list of Local Government Officers for the City of Plano and its agents can be found online at <http://www.plano.gov/190/Conflicts-Disclosure>.

## CITY OF PLANO GENERAL CONTRACTUAL INSURANCE REQUIREMENTS

Vendors/Contractors performing work on City property for the City of Plano shall provide the City a certificate of insurance evidencing the coverage's and coverage provisions identified herein. Vendors/Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of insurance as required herein or that the subcontractors are included under the vendors/contractor's policy. The City, at its discretion, may require a certified copy of the policies, including all relevant endorsements.

Listed on the following pages are the types and amounts of insurance required.

### General Requirements Applicable to All Insurance

1. The vendor/contractor shall obtain and maintain the minimum insurance coverage set forth in this section during the entire contract period.
2. The vendor/contractor agrees that the insurance requirements specified herein do not reduce the liability vendor/contractor has assumed in any indemnification/hold harmless section of the contract.
3. Coverage shall be on a primary basis and non-contributory with any other insurance coverage and/or self-insurance carried by City.
4. Vendor/contractor is responsible for providing the City a minimum of 30 days' notice of a material change or voluntary cancellation of insurance coverage required under this contract and notice within 10 days of any notice of termination no matter the cause.
5. Where indicated as required, "The City of Plano, the City Council and its members, the City's agents, officers, directors, and employees shall be included as an additional insured under all insurance coverage required." (This statement must be in the Description of Operations/Locations/Vehicles Section of the ACORD 25 Form).
6. Endorsements for certain coverages may be required, see the following pages for coverages requiring endorsements.

### Evidence of Insurance Required

Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this contract, vendor/contractor shall furnish City a Certificate(s) of Insurance (COI) on a form approved by the Texas Department of Insurance and signed by an authorized representative of each insurer.

**The COI shall contain the following information and accompany required endorsements as identified (see #3, #5 and #6):**

- List each insurer's NAIC Number or FEIN
- State the following in the Certificate Holder Section:

The City of Plano  
Risk Management Division  
1520 K Avenue, Suite 117  
Plano, Texas, 75074



General Contracts - Insurance Requirements		
Coverage	Requirement	Details Importance
Auto	Limit per Accident or Combined Single Limit	1,000,000 Major
	Coverage to include "Owned, Non-Owned, and Hired" automobiles.	Major
	Additional Insured	Major
	Waiver of Subrogation	Major
	Primary & Non-Contributory	Major
	Project number and name/description must be included.	Major
	AM Best Rating	A- (Excellent) Major
	30 Day NOC	Major
	"The City, City Council & its members, City's agents, officers, directors & employees" shall be included as additional insured.	Major
General Liability	Limit per Occurrence	1,000,000 Major
	Aggregate Limit	2,000,000 Major
	Personal & Advertising Injury Limit	1,000,000 Major
	Products & Completed Operations Limit	2,000,000 Major
	Self-Insured Retention Declared & Approved	Major
	Waiver of Subrogation	Major
	Primary & Non-Contributory	Major
	Project number and name/description must be included.	Major
	AM Best Rating	A- (Excellent) Major
	30 Day NOC	Major
Workers Compensation	"The City, City Council & its members, City's agents, officers, directors & employees" shall be included as additional insured.	Major
	Employers Liability Limit	1,000,000 Major
	Limit Meets WC Statutory Minimum	Major
	Waiver of Subrogation	Major
	Project number and name/description must be included.	Major
	AM Best Rating	A- (Excellent) Major
	30 Day NOC	Major



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/09/2021

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Williams and Stazzone Insurance 6549 N Wickham Road Unit 101 Meibourne FL 32940	<b>CONTACT NAME:</b> Romney Corder <b>PHONE (A/C, No., Ext):</b> (800) 868-1235 <b>FAX (A/C, No.):</b> (321) 868-2003 <b>E-MAIL ADDRESS:</b> rcorder@wsins.com														
<b>INSURED</b> Acme Auto Leasing, LLC, 440 Washington Avenue LLC 440 Washington Avenue North Haven CT 06473	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Empire Fire &amp; Marine</td> <td style="text-align: center;">21326</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Empire Fire & Marine	21326	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES** **CERTIFICATE NUMBER:** CL2063042214 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			RSB0177070-06	07/06/2020	07/06/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 OTHER \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> GARAGE <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			RSB0177070-06	07/06/2020	07/06/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic (MD) \$ 2,500
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$			RSB0177070-06	07/06/2020	07/06/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ PER STATUTE OTH-ER
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Dealers Physical Damage			RSB0177070-06	07/06/2020	07/06/2021	Limit of Insurance \$1,400,000 Comprehensive Ded \$1,000/\$5,000 Collision Ded \$1,000

**APPROVED**  
By David Salazar at 12:36 pm, Mar 09, 2021

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 The City Of Plano, the City Council and its members, it's City's agents, officers, directors, and employees are listed as additional insured with respects to negligence on part of Acme Auto Leasing.

<b>CERTIFICATE HOLDER</b>  The City Of Plano Risk Management Division 1520 K Avenue Suite 117 Plano TX 75074	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY Williams and Stazzone Insurance		NAMED INSURED Acme Auto Leasing, LLC, 440 Washington Avenue LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability Insurance: Remarks

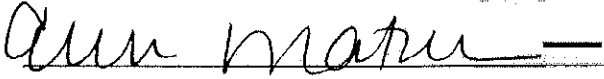
Loc 1: 440 Washington Ave North, Haven, CT 06473  
 Loc 2: 8234 Belair Rd, Nottingham, MD 21236  
 Loc 3: 7101 Spears St, Charlotte, VT 05401

**APPROVED**  
*By David Salazar at 12:36 pm, Mar 09, 2021*

**CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2270.001**

By signing below, Company hereby certifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

**Company Name:** Acme Auto Leasing, LLC  
**SIGNED BY:**   
**Print Name & Title:** Erin Mature, Chief Operations Officer  
**Date Signed:** 1/20/2021

The following definitions apply to this state statute:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

(2) "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

**This Certification is required from a Company if the Company has 10 or more full-time employees and the contract for goods or services (which includes contracts formed through purchase orders) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.**