

AN ORDINANCE **2011-12-15-1029**

AUTHORIZING THE CITY TO UTILIZE COOPERATIVE CONTRACTS WITH FREIGHTLINER OF SAN ANTONIO, LTD., WASTE SYSTEMS EQUIPMENT, INC., CHASTANG ENTERPRISES, INC. DBA CHASTANG BAYOU CITY AUTOCAR, HEIL OF TEXAS, AND VERMEER EQUIPMENT OF TEXAS, INC. TO PROVIDE THE SOLID WASTE MANAGEMENT DEPARTMENT WITH 35 VARIOUS REFUSE COLLECTION TRUCKS AND 1 SHREDDER GRINDER, FOR A TOTAL COST OF \$7,746,141.79, FUNDED WITH THE EQUIPMENT RENEWAL AND REPLACEMENT FUND AND A MUNICIPAL LEASE.

* * * * *

WHEREAS, offers were submitted by Freightliner of San Antonio, LTD., Waste Systems Equipment, Inc., Chastang Enterprises, Inc. d/b/a Chastang Bayou City Autocar, Heil of Texas, and Vermeer Equipment of Texas, Inc. to provide the Solid Waste Management Department with 35 various refuse collection trucks and 1 shredder grinder for a total cost of \$7,746,141.79; and

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

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

SECTION 1. The offers from Freightliner of San Antonio, LTD., Waste Systems Equipment, Inc., Chastang Enterprises, Inc. d/b/a Chastang Bayou City Autocar, Heil of Texas, and Vermeer Equipment of Texas, Inc. to provide the Solid Waste Management Department with 35 various refuse collection trucks and 1 shredder grinder for a total cost of \$7,746,141.79 are hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements, and upon approval of a tax exempt lease purchase agreement or other financial obligations as described below. The bid tabulation sheets and contracts are attached hereto and incorporated herein for all purposes as **Exhibit I**.

SECTION 2. Funding in the amount of \$6,012,272.81 for this ordinance is available in Fund 72001000, Cost Center 3503200001, General Ledger 5501050, as part of the Fiscal Year 2012 Budget.

SECTION 3. Additional funding in the amount of \$1,733,868.98 for this ordinance is contingent upon approval of a Tax-Exempt Lease Purchase Agreement, or other financial obligations, contingent on the execution of a lease program schedule or other issuance approved by subsequent ordinance, and subject to the lease program or other issuance requirements.

SECTION 4. Payment not to exceed \$795,485.45 is authorized to Vermeer Equipment of Texas, Inc. and should be encumbered with a purchase order.

SECTION 5. Payment not to exceed \$856,670.00 is authorized to Chastang Enterprises, Inc. d/b/a Chastang Bayou City Autocar and should be encumbered with a purchase order.

SECTION 6. Payment not to exceed \$654,395.00 is authorized to Heil of Texas and should be encumbered with a purchase order.

SECTION 7. Payment not to exceed \$3,452,732.00 is authorized to Freightliner of San Antonio, Ltd. and should be encumbered with a purchase order.

SECTION 8. Payment not to exceed \$1,986,859.34 is authorized to Waste Systems Equipment, Inc. and should be encumbered with a purchase order.

SECTION 9. The financial allocations in this ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific cost centers and fund numbers as necessary to carry out the purpose of this ordinance.

SECTION 10. This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage hereof.

PASSED and APPROVED this 15th day of December, 2011.

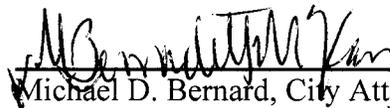

M A Y O R
Julián Castro

ATTEST:

APPROVED AS TO FORM:



Leticia M. Vacek, City Clerk

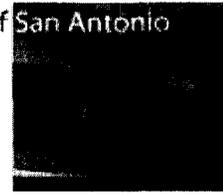


Michael D. Bernard, City Attorney



Request for
COUNCIL
ACTION

City of San Antonio



Agenda Voting Results - 10

Name:	6, 7, 8, 10, 11, 12, 13, 14, 16, 18, 19, 20, 21, 22, 23, 26, 27, 28, 29, 30A, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 48						
Date:	12/15/2011						
Time:	10:36:06 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the City to utilize cooperative contracts with Freightliner of San Antonio, LTD., Waste Systems Equipment, Inc., Chastang Enterprises, Inc., dba Chastang Bayou City Autocar, Heil of Texas, and Vermeer Equipment of Texas, Inc. to provide the Solid Waste Management Department with 35 various refuse collection trucks and 1 shredder grinder, for a total cost of \$7,746,141.79, funded with the Equipment Renewal and Replacement Fund, Solid Waste Fund and a Municipal Lease. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2	x					
Jennifer V. Ramos	District 3		x			x	
Rey Saldaña	District 4		x				x
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

Opened: November 10, 2011 For: Shredder - Grinder 6100000744		CE	BuyBoard Vermeer Equipment of Texas, Inc. 4455 Director Drive San Antonio, TX 78219 210-337-7700
Item	Description	Quantity	
1	Shredder / Grinder - Tub Type - Tub Grinder w/ Loader Vermeer TG7000L Price Each Price Total Make Model	1	\$779,887.70 \$779,887.70 2011-2012 Vermeer TG7000L
2	BuyBoard Fee Price Each Price Total Manufacturer Cut-Off Date Last Day City Can Place Order Last Date Prices Will Remain Firm Delivery Payment Terms Total	1	\$15,597.75 \$15,597.75 12/30/2011 12/30/2011 12/30/2011 120 Days Net 30 \$795,485.45
Total Award			\$795,485.45



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR OFFER ("RFO") NO.: 6100000744

SHREDDER - GRINDER

COPY

Date Issued: OCTOBER 28, 2011

RESPONSES MUST BE RECEIVED NO LATER THAN:
10:00 AM NOVEMBER 10, 2011

Responses may be submitted by any of the following means:

- Electronic submission through the Portal
- Hard copy in person or by mail

Address for hard copy responses:

Physical Address:

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

Mailing Address:

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

For Hard Copy Submissions, Mark Envelope

"SHREDDER - GRINDER"

Offer Due Date: 10:00 A.M., NOVEMBER 10, 2011

RFO No.: 6100000744

Offeror's Name and Address

Bid Bond: NO Performance Bond: NO Payment Bond: NO Other:

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NOT APPLICABLE DBE / ACDBE Requirements: NO

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

Pre-Submittal Conference * NO

* If YES, the Pre-Submittal conference will be held on at at .

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

Email: CHARISMA.ESPARZA@SANANTONIO.GOV

SBEDA Contact Information: N/A, ,

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before 3 calendar days prior to the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

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

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

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

Pre-Submittal Conference.

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

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

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

Changes to RFO.

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

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

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

Preparation of Offers.

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

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

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

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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

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

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

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

Rejection of Offers.

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

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

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

The offer is conditional; or

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

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

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

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

Evaluation and Award of Contract.

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

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

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

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

Prompt Payment Discount.

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

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

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

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

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

Conflict of Interest. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or offers, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Offeror should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your sealed offer. The Purchasing Division will not deliver the form to the City Clerk for you.

004 - SPECIFICATIONS / SCOPE OF SERVICES

SCOPE: This Request for Offer is to purchase a Shredder/Grinder – Tub Type – Tub Grinder with Loader, Vermeer TG7000L in accordance with the specifications listed herein. This equipment will be utilized by the Solid Waste Management Department.

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

Equipment shall be manufacturer's latest design, standard production model and shall have been manufactured within the last twelve (12) months. All components shall be installed new, unused, and shall be manufacturer's standard equipment unless otherwise specified or replaced herein. Equipment is to be inspected, serviced, and adjusted in accordance with manufacturer's recommended pre-delivery checklist, and ready for operation upon delivery. Manufacturer's Statement of Origin (MSO) showing manufacture within the last twelve (12) calendar months, and completed pre-delivery checklists will be required at delivery. Equipment offered under the below listed specifications will be considered unacceptable if, for any reason, the equipment's, or major component's, long term availability on the U.S. market, or in the local area, is in doubt.

Equipment must include the maximum standard manufacturer's warranty on all components, with parts and service included. All components, parts and service shall include, as a minimum, a one (1) year unlimited mileage/hours warranty. All warranty times shall start the date the vehicle is placed in service, not on the delivery date. The dealer will be notified by letter of the in-service date of each vehicle by serial number. Bidder shall fully explain the warranty by attaching separate, authenticated correspondence or entering such information in the remarks section of this bid. Warranty, reliability, and replacement captive parts costs and availability shall be a consideration in award of this bid. Warranty parts and service must be available within a fifty (50) mile radius of San Antonio City Hall from and by a factory-authorized dealer (NO EXCEPTIONS). All warranty repairs must be completed within three (3) business days from the date equipment is delivered to the vendor unless otherwise approved by the appropriate City of San Antonio maintenance superintendent. Bidders must certify that all repairs needed after the warranty period will be available within fifty (50) mile radius of San Antonio City Hall.

Warranty Provider: Vermeer Equipment of Texas, INC

Warranty Provider Address 4455 Director Drive, San Antonio Texas 78219

Delivery - All deliveries are to be made inside the City limits of San Antonio. Vendor must deliver equipment to Brooks City Base, 8220 Lindbergh Landing, Building 1106: San Antonio, TX 78235. Delivery to a non-specified will result in non-acceptance of the equipment by the City. All deliveries must be pre-arranged with a minimum 48-hour notification, NO EXCEPTIONS. Contact Fleet Acquisitions Manager to schedule delivery. Vehicles with more than 100 miles or 8 hours accumulated on the odometer/hour meter will not be accepted. All units are required to have a full tank of fuel when delivered to City specified location. This equipment must be delivered to the City of San Antonio, Brooks City Base, ninety (90) days after vendor receipt of City of San Antonio Purchase Order.

Equipment Manuals – Successful bidder shall furnish one set of operator manuals covering all major components of the vehicle for each unit delivered. Successful bidder shall also provide two (2) complete sets of shop repair and parts manuals for each item bid, to include all major components, or prepaid 8-year subscription to manufacturer's maintenance/parts web site at no cost to the City. If applicable, successful bidder shall provide a minimum two (2) diagnostic software licenses and or software updates if diagnostic software is already currently being used by the City for a minimum five (5) years after date of delivery.

Training – The City may require operational and maintenance training for equipment. If so, training shall be provided by a qualified instructor and conducted at a designated City facility. The City will not pay any cost incurred by the successful bidder in providing training. Training shall be provided no later than thirty (30) days after the City takes delivery and accepts the new equipment at the specified City facility. Unless otherwise specified, training shall consist of a minimum (1) - eight hour day. Payment for new equipment will not be made to successful bidder until training is completed. Training must be coordinated with Fleet Operations staff.

Demonstrations – The City may request, from selected vendors, a demonstration of proposed equipment. The City is under no obligation to demo all products proposed by vendors. If a demonstration is required, the City's Fleet Operations Manager will contact the vendor to schedule the product demonstration. This request will be considered an integral part of

the bid process. Failure to comply may result in the bid being deemed non-responsive, and therefore, not considered for award. Upon request, the vendor shall have a minimum of five (5) working days to provide and deliver the equipment to a location specified by City for the demonstration. The vendor shall make the equipment available for a minimum of five (5) working days at City's location, but not to exceed ten (10) working days.

All prices will be quoted F.O.B., designated City of San Antonio facility. All bids will be submitted in triplicate and will include complete manufacturer's specifications for each model being bid.

Any equipment furnished must meet all Federal and State safety requirements and must be certified as Tier IV emission compliant.

Units shall be equipped with OEM, or equal, warning and shut down systems for low oil pressure and high coolant temperature at a minimum.

ITEM	QUANTITY	DESCRIPTION
1	1 Each	Shredder/Grinder – Tub Type – Tub Grinder w/ Loader, Vermeer TG7000L

SPECIFICATIONS:

The below listed specifications are designed to describe a complete industrial tub-type shredder/grinder and loader which is fully assembled, trailer mounted, and diesel powered which will accept and process organic material to a reduced or compost material.

Dimensions – Maximum width to be 12-feet for transport, minimum 13-feet 6-inches with flares and total length to be approximately 62-feet 7-inches from centerline kingpin to back of conveyor folded out. Weight to be minimum 72,300-lbs. (triple axle unit) and total height maximum 13-feet-inches. Must be able to transport with appropriate permits.

Engine – The engine will be a Caterpillar C27 Tier 4, Interim (C-Rated), twin turbo-charged and air-to-air charge after cooled, producing 950-HP at 2100-rpm and 3202- lbs. ft. of torque at 1400-RPM. Engine to be liquid cooled with a double element dry type air cleaner with turbo type pre-cleaner and service indicator, a full flow oil filter, a bypass oil filter, and primary and secondary fuel filters with water separators as well as a fuel cooler mounted forward of the radiator. The engine compartment will be enclosed and have access on both sides with vandal-proof locks.

Hydraulic System – The hydraulic tank shall be a minimum of 100-gallons with full flow return filtration, plugged filter indicator on control panel, 10 micron filter breather, sight gauge, high temperature switch and vandal lock cap. System shall have high pressure spin on type filtration as well as in tank filtration of 10-micron for return flow. The hydraulic pumps will be driven from an SAE pump drive on the engine.

Tub drive shall have a hydrostatic pump capable of producing up to 33.8 gallons of flow per minute driving two dedicated circuits with two hydrostatic controlled motors. System will have a hydraulic oil cooler.

Implement/Conveyor circuits shall use a load sensing, pressure compensated pump providing up to 32.4 gallons of flow per minute. Reversible Fan drive shall be hydrostatically controlled.

Loader hydraulics shall consist of load sense, pressure compensated pump. Operations controlled by use of a joy stick.

Electrical System – The electrical system will be a 24-volt, negative ground system. Two (2), 12-volt, lead-acid, wet cell batteries 8-D, minimum 1155 CCA at 0-degrees. Alternator will be minimum 90-amperes rated capacity, with minimum 20-amperes capacity at engine idle rpm. All electrical circuits will have circuit breaker/spade style fuse protection. The unit will be equipped with an electrical battery disconnect and 90 amp breaker. The grinder shall be equipped with two (2) ACS microprocessor controllers used to monitor and control grinder functions during operation.

Radiator – Cooling package shall be constructed with no more than 8.5 fins per inch. Radiator shall be located inside of screened air box providing 6000 square inches of inlet area. Package shall be sized for 121 degrees ambient operating temperatures with engine at full load allowing for adequate cooling in the toughest conditions. Fan will be reversible to self-clean radiator.

Fuel Tank – Tank to have capacity for the unit to run minimum of 9-hours, minimum 500-gal capacity, equipped with 3-micron filter breather, mechanical and electrical gauge. Tank shall be shock mounted, with lockable fuel cap with pre-screened filler neck. Tank shall be located towards the front of machine providing easy access from either side for fill.

Drive Line – The grinder shall be direct driven via PT-Tech hydraulic transmission using a Spicer 1810 drive shaft with sealed u-joints.

Clutch/Transmission: The grinder shall be equipped with a microprocessor-controlled PT-Tech hydraulic transmission providing gear reduction to the mill. Clutch system to transfer power and torque from the engine to the Duplex Drum. The ACS microprocessor to protect clutch components on start up and during operation. Clutch system shall be equipped with built-in torque limiter to protect clutch components in the event of a sudden mill stall. ACS display monitor, as well as blue beacon light will alert operator if fault is detected within the system. Push button clutch engagement/disengagement control shall be located at the control pane and loader cab. Load sensor will be electrically controlled by monitoring engine rpm to maximize material feed rate and to help prevent clogging.

Instruments – The instrument panels will have a lockable, vandal resistant enclosure safely located from all moving parts. All controls and instruments will be plainly marked and labeled. There will be a swing out dash panel that controls all grinder functions and for maintenance and inspection. The unit will be equipped with a decal stating, "Safe Thrown Object Area". The unit will be equipped with the following:

ACS DP10 Display

Fuel Gauge

Ignition Switch

Engine Stop Button

Battery Disconnect

Hydraulic Gauges Monitoring:

- a) Fan pressure
- b) Auxiliary pressure
- c) Tub Rotation pressure
- d) Discharge Conveyor pressure
- e) Clutch pressure
- f) Loader pressure

Conveyor – Continuous discharge conveyor shall use a belt, minimum 48-inches wide, with a thickness of 3/8-inches and V-style cleats. Discharge belt shall extend a minimum 23-feet from conveyor pivot point at rear of machine with a discharge height capability of 11.5-feet to 20-feet. The conveyor must have lubricated drive and idler rollers with remote grease fittings for out of reach bearings. The conveyor belt speed shall be fully adjustable with a maximum speed of 860 fpm. The belt discharge conveyor shall be able to fold over the top of tub for transport. Magnetic end roller on under side of discharge conveyor with metal catch tray to catch discarded metal.

Tub – The tub will be a minimum of 10-feet inside diameter with a 13-foot top flare opening. Minimum depth of a tub will be 4-feet 8-inches. The tub wall will be constructed of minimum ¼-inch steel with 10 welded-in metal tub flare supports in the vertical position. A minimum of 4-each, 6-inch welded-in agitators will be installed to rotate material into the hammer mill.

The mill opening in the floor shall be a minimum of 34"x72-inches and the floor shall be constructed of 1/2-inches T-1 abrasion resistant steel. The tub floor shall have two (2) bolt-in replaceable wear plates located at the mill opening for quick and easy maintenance.

The rotation and speed shall be variable from 0-8 rpm. Tub shall be rotated using a continuous sprocket design welded to tub wall and driven by #160 tub chain via two (2) hydrostatically controlled drive motors.

The tub shall be raised and lowered with a hydraulic cylinder and have pressure operated check valves and include a mechanical tub table support. The tub table lift shall be interlocked to disable the tub tilt function if hammermill rotation is detected.

Tub shall tilt sideways for easy tub cleanout, mill box access, screen changes with full open position being greater than 90 degrees. The tub shall be able to rotate in either direction in operation and when tilted.

Screens – Three sets of screens shall be provided – two sets of 4-inch and one set 2-inch. Screens shall be constructed so that they can be removed without unbolting or removing welds. Screens shall be constructed of a minimum thickness of ¾-inches A/R 400 steel. Combined screen area shall be no less than 4,162 square inches. A replaceable breaker bar shall consist of (4) usable sides, constructed from T1 material, as well as independent of the screen.

Hammermill – The hammermill shall be of drum design and a minimum of 67.3-inches long x 22.5-inches diameter, using 10 through hardened hammers with a swing diameter of no less than 31-inches. Hammers shall pass through the center drum cylinder, providing a mounting surface at each end of the hammer to attach the two bolt block style cutter. There shall be twenty (20) cutters in all. Rotation of the hammermill drum shall be reduced from engine speed through a gear reduction at the transmission.

The hammermill drum design shall be reversible with bolt on replaceable end caps. End caps shall include stub shafts for bearing placement, as well as replaceable, hard-faced cover plates to prevent buildup of material between the drum and end walls of the millbox. The hammermill drum shall contain one (1) removable pin that runs through the center of all hammers. Hammers are held in place by a wedge system that also supports the cutters on through hardened cutter supports. Hammers shall also have two (2) useable surfaces at each end of the hammer, providing an alternate cutter surface should the lead hammer surface be exposed to material. Hammers shall be angled allowing each cutter to make a radial pass through the material. The twenty (20) block style cutters shall have two (2) useable edges as well.

Trailer – Trailer shall be a heavy-duty, triple axle, all steel construction rated at not less than 20,000 lbs. per axle. The mainframe shall be constructed with a 6-inch x 20-inches I-beam with continuous flange the full length of the trailer frame. Flange is 80,000 psi minimum yield and web is 50,000 psi. minimum yield. Suspension will be 3-inches over slung mono-leaf spring design. Premium, self-sealing (Deutsch or equal) connectors must be used for all electrical connections. All wire passing through bulkheads and partitions shall have a rubber grommet for chafe protection. The trailer shall conform to all federal and state regulations. A seven-pole light connector will be wired according to ATA code. 445/65R22.5 super single tires mounted on 22.5-inches x 14-inches hub pifoted aluminum wheels.

Kingpin shall be 2-inch SAE heavy-duty forged with a ½-inches thick Bolster plate.

Fenders are to be steel and are to allow for tire service when trailer is fully loaded. Each fender shall have a rear-facing mud flap.

The trailer shall have a storage rack for extra screens and a lockable toolbox.

Brakes: There shall be full air trailer brakes with 16 1/2-inches x 7-inches (shoe size) S-cam air brakes on all wheels. The system shall comply with Federal Motor Vehicle Safety Standard requirements.

Landing gear: Shall be mounted high on frame structure and are hydraulically locked in place.

Width of the unit with tub grinder installed and adjusted for transport shall not exceed 12-feet.

Unit shall have additional stabilizers under the center portion of the machine and automatically extend when the "joystick activate" is pressed in the cab, and retract when cab door is opened.

Glad hands: Aluminum plate glad hands shall be mounted to the front of the machine. The emergency brake will be red and the service brake will be blue.

Thrown Object Restraint System – This system shall consist of a bolt in replaceable deflector at the rotor, which directs material struck by the hammers in a direction blocked by the tub cover. The cover restraints prevent objects with the greatest weight and velocity from being thrown from the tub. The cover shall be rotated hydraulically into transport or operating position. Cover will lock in the operating or transport positions. Controls to position the cover for grinding or transport shall be located on the control panel, in the cab of loader units, and on the remote control. Signs on the machine shall indicate the maximum thrown distances for permitted and prohibited materials.

The machine will be equipped with a thrown object restraint system. This system shall consist of a deflector at the rotor, which directs material carried around the grinding chamber by the hammers to a cover positioned above the tub. The cover will be rotated hydraulically into transport or operating position. Hydraulically operated latches will lock the cover in operating or transport positions. Controls to position the cover for grinding or transport will be located on the control panel and in the cab of loader. The machine will be equipped with handrails where climbing on the machine is necessary. There will be falling object canopy protection structure over the operator's control panel. There will be a motion sensor on the driveline so the tub cannot be tilted while the PTO is turning. A mechanical tub table stop will be built into the trailer frame. There will be four safety cones, hard hats, and a minimum 5-lb ABC class fire extinguisher provided with each machine.

Cab and Knuckle Boom Loader – A hydraulic loader with grapple and fully enclosed cab permanently mounted as an integral part of machine shall be provided and installed.

Cab shall be fully enclosed sealed and mounted on a rotating platform. Cab will be heated, air conditioned, and have AM/FM radio. Cab shall raise from transport position to an operating height of no less than 18-feet providing clear view of operation. Cab shall have mechanical lock on platform for operating position. Cab shall have 3/8-inches Polycarbonate windows as well as a front intrusion guard over front windshield for added protection. Windshield wiper and fluid controls, dome light, heater/defroster, and air-conditioning controls. Loader controls shall not operate with cab door open. Joysticks shall include push button controls to operate grapple, rotate loader, and tub functions. Grapple open/close, cab rotate, and boom functions shall be operated/hydraulically controlled from the joysticks. Cab and loader boom shall have 360 degrees of rotation in either direction.

Cab shall be equipped with an ABC class fire extinguisher and provide an emergency exit if door is blocked or malfunctions.

Cab shall be equipped with the following controls:

Same ACS LED display monitor functions listed under INSTRUMENT section (paragraph 12 above)

Clutch engagement

Conveyor raise/lower

Conveyor on/off

Engine stop

Analog gauges for loader hydraulics

Left & Right stabilizer

Joystick controls

Tub cover swing and lock

Horn

Loader shall have a minimum of 4000 lbs lift capacity at full reach of 29.5-feet including weight of grapple. Cab shall rotate with loader a minimum of 370 degrees.

Boom assembly shall reach when fully extended a minimum of 29.5-feet with hydraulic load locks. Grapple to be multi-tine style. All boom pivots shall use hardened steel bushings with grease able pins.

Workmanship – All welding fillets shall have good penetration, fusion and appearance. They shall not show any cracks or under-cutting. All workmanship, welding and construction shall be subject to inspection and approval.

PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1	1 Each	Shredder/Grinder -- Tub Type -- Tub Grinder w/ Loader Vermeer TG7000L

PRICE: \$ 779,887.70 EACH \$ 779,887.70 TOTAL

YEAR, MAKE & MODEL: 2011 - 2012

DELIVERY: Delivery will be within 120 calendar days after receipt of purchase order.

(All deliveries must be made no later than 180 days after receipt of City's purchase order. See Section 005 Damages for Delay.)

MANUFACTURER CUT-OFF DATE: 12-30-11

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 12-30-11

BID PRICES SHALL REMAIN FIRM FOR ALL ORDERS PLACED PRIOR TO THIS CUT OFF DATE. IN THE EVENT THAT CITY DOES NOT AWARD A CONTRACT PRIOR TO PRODUCTION CUT OFF DATE, CAN BIDDER PROVIDE BID ITEMS, AT THE BID PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF DATE? 12-30-11

ITEM	QUANTITY	DESCRIPTION
2	1 Each	BuyBoard Fee

Fee: \$ 15,597.75 EACH \$ 15,597.75 TOTAL

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

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

Cooperative Contract Provisions.

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

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

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

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

Exhibit I – All applicable terms and conditions of the Cooperative Purchasing Contract number 345-10 through BUYBOARD.

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

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

Warranty.

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

Rejection of Disclaimers of Warranties & Limitations Of Liability.

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

All Or None Bid.

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

Damages for Delay:

The Parties agree that the actual damages that might be sustained by the City by reason of the breach by the successful bidder of its covenant to make delivery no later than 180 days from receipt of City's Purchase Order are uncertain and would be difficult of ascertainment, and that the sum of \$100.00 per day for each day delivery is late would be a reasonable compensation for such breach. Vendor hereby promises to pay, and the City hereby agrees to accept, such sum as liquidated damages, and not as a penalty, in the event of such breach. Furthermore, both Parties agree that City may withhold said liquidated damages from any payments due to Vendor hereunder.

Vendor understands and acknowledges that Vendor has a duty to deliver in accordance with the delivery deadline Vendor establishes in Vendor's bid, and that nothing herein shall be construed as a waiver of any damages incurred by City in reliance on Vendor's commitment to deliver on the dates established by Vendor, prior to the period for which liquidated damages would apply.

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

Invoicing and Payment.

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

Information Required On Invoice.

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

Payment by City.

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

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

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

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

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

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

Termination.

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

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

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

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

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

INDEMNIFICATION.

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

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

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

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

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

Records Retention.

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

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

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

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

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

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

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

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

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

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

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

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

007 - SIGNATURE PAGE

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

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

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

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

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

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

Offeror Information

Please Print or Type

Vendor ID No.

V 1000 407

Signer's Name

Brian Harris

Name of Business

Vermeer Equipment of Texas, Inc.

Street Address

4455 Director Drive

City, State, Zip Code

San Antonio Texas, 78219

Email Address

brianh@vermeertexas.com

Telephone No.

210 337 7700

Fax No.

210 337 7896

City's Solicitation No.

RFx - RFO 6100000272



Signature of Person Authorized to Sign Offer

008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

009 - ATTACHMENTS



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR OFFER ("RFO") NO.: 6100000756

REFUSE COLLECTION TRUCKS 28CY

Date Issued: OCTOBER 28, 2011

RESPONSES MUST BE RECEIVED NO LATER THAN:
10:00 AM NOVEMBER 10, 2011

Responses may be submitted by any of the following means:

- Electronic submission through the Portal
- Hard copy in person or by mail

Address for hard copy responses:

Physical Address:

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

Mailing Address:

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

For Hard Copy Submissions, Mark Envelope

"REFUSE COLLECTION TRUCKS 28CY"

Offer Due Date: 10:00 A.M., NOVEMBER 10, 2011

RFO No.: 6100000756

Offeror's Name and Address

Bid Bond: NO Performance Bond: NO Payment Bond: NO Other:

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NOT APPLICABLE

DBE / ACDBE Requirements: NO

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

Pre-Submittal Conference * YES

* If YES, the Pre-Submittal conference will be held on **NOVEMBER 3, 2011** at 10:00 AM at FLEET OPERATIONS CONFERENCE ROOM 329 S. FRIO SAN ANTONIO, TX 78207.

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

Email: CHARISMA.ESPARZA@SANANTONIO.GOV

SBEDA Contact Information: N/A, ,

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before 3 calendar days prior to the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

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

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

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

Pre-Submittal Conference.

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

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

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

Changes to RFO.

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

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

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

Preparation of Offers.

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

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

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

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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

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

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

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

Rejection of Offers.

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

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

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

The offer is conditional; or

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

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

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

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

Evaluation and Award of Contract.

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

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

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

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

Prompt Payment Discount.

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

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

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

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

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

Conflict of Interest. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or offers, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Offeror should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your sealed offer. The Purchasing Division will not deliver the form to the City Clerk for you.

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.1 SCOPE: The City of San Antonio is issuing this Request for Offer (RFO) to furnish Refuse Collection Trucks - 28 plus Cubic Yard High Compaction Automated Side Load units in accordance with the specifications listed herein. These vehicles include cab and chassis, and refuse body. These units will be utilized for brush collection by the Solid Waste Management Department. This RFO is issued pursuant to cooperative purchasing contract number 358-10 through BuyBoard with Chastang Enterprises, Inc., who will provide the Autocar ACX cab and chassis (Chastang) and contract 357-10 through BuyBoard with Heil of Texas, who will provide the Heil Durapak Python Refuse body (Heil).

4.2 DELIVERY DATES:

4.2.1 Chastang shall deliver a cab and chassis to Heil Environmental no later than **120 days** after receipt of City's Purchase Order. Both parties shall execute and deliver to City a joint document confirming to City the date the cab and chassis is delivered to Heil Environmental.

4.2.2 Heil Environmental shall complete its installation of equipment and conversion no later than **60 days** after receipt of the Cab & Chassis from Chastang, unless extension is granted in writing by the City's Director of Building and Equipment Services, or his designee. Heil Environmental shall notify Heil of Texas of the date the conversation is completed and the unit ready for pick up by Heil of Texas.

4.2.3 Heil of Texas shall complete all work and deliver turnkey units to City no later than **60 days** after receipt of the cab and chassis from Chastang, unless extension is granted in writing by the City's Director of Building and Equipment Services, or his designee.

4.3 GENERAL DESCRIPTION OF SCOPE & SERVICES:

4.3.1 Background: The City of San Antonio is soliciting offers for a Cabs & Chassis from Chastang in accordance with the specifications listed herein. The City is also soliciting an offer from Heil to add the Heil Durapak Python Refuse Body to the cab & chassis.

4.3.2 Turnkey Delivery. The City desires a turnkey delivery for these Automated Side Load Waste Collection Trucks. However, since the purchase of the cabs and chassis, and the bodies, will be performed by different parties (Chastang and Heil, respectively) pursuant to different cooperative and/or state contracts, the City requires the two (2) vendors to work together to ensure the successful delivery of the final, turnkey unit. By submitting an offer pursuant to this contract, Vendor is accepting these terms and conditions, acknowledging interdependence with the other vendor, and agreeing that payment shall only be made once the final unit is delivered to and accepted by the City. **CITY SHALL HAVE NO RESPONSIBILITY TO PAY OR PERFORM UNTIL SUCH TIME AS A TURNKEY UNIT IS ACCEPTED BY CITY.**

4.3.3 Nature of Contract Document. Due to the unique nature of this agreement, City is presenting identical contracts to both vendors for signature. It is understood by the parties that while many terms and conditions contained herein apply to both parties, some will, by their nature, be applicable to only one party. A party should disregard a provision that is inapplicable to that party. Should there be any doubt as to the applicability of a provision, same shall be resolved by City.

4.3.4 Responsibility of Vendors. Heil shall be responsible for delivery of the cab and chassis to the City after Heil completes its conversion, with all equipment installed and operational. It is Chastang's responsibility to coordinate delivery of the cab and chassis to Heil. Heil shall be responsible for resolving any issues regarding the cab and chassis and body, the conversion work, and the installed equipment prior to final delivery to City. Heil shall be responsible for the completion of pre-delivery inspections.

4.3.5 Representations from Heil. Heil hereby represents:

- a) that it takes full responsibility for ensuring problem free installation of equipment and conversion of the cab and chassis and body;
- b) that it shall coordinate and jointly take responsibility for any issues with the conversion and installation of equipment prior to delivering the completed truck to the City of San Antonio;

4.3.6 Representations from both vendors:

- a) Warranty Information: warranties will be serviced by the respective awarded vendor.

4.3.7 The following general conditions will apply to all items within this bid unless specifically excluded within any item. Equipment shall be manufacturer's latest design, standard production model and shall have been manufactured within the last twelve (12) months. All components shall be installed new, unused, and shall be manufacturer's standard equipment unless otherwise specified or replaced herein. Equipment is to be inspected, serviced, and adjusted in accordance with manufacturer's recommended pre-delivery checklist, and ready for operation upon delivery. Manufacturer's Statement of Origin (MSO) showing manufacture within the last twelve (12) calendar months, and completed pre-delivery checklists for chassis and body will be required at delivery. Equipment offered under the below listed specifications will be considered unacceptable if, for any reason, the equipment's, or major component's, long term availability on the U.S. market, or in the local area, is in doubt.

- a) **Warranty and Parts** – Dealer and manufacturer must provide the maximum standard manufacturer's warranty on all components parts and service included. All components, parts, and service are required to provide as a minimum **one (1) year unlimited mileage/hour warranty**. All warranty times to start the date the vehicle is placed in service, not on the delivery date. The dealer will be notified by letter of the in-service date of each vehicle by serial number. Warranty will be fully explained by attaching separate, authenticated correspondence or entering such information in the remarks section of this bid. Warranty, reliability, and replacement captive parts costs and availability shall be a consideration in award of this bid. Warranty parts and service must be available within Bexar County or within a ten (10) mile radius of Bexar County line and by a factory-authorized dealer identified below (**NO EXCEPTIONS**). All warranty repairs will be completed within three (3) days from the date equipment is delivered to the vendor unless otherwise approved by the appropriate City of San Antonio maintenance superintendent. Bidders will certify that all repairs needed after the warranty period will be available within Bexar County.

DEALER NAME: GRANDE TRUCK CENTER
ADDRESS: 4562 IH 10 EAST SAN ANTONIO, TX 78219

- b) **Equipment Manuals** – Successful bidder to furnish one (1) set of operator manuals covering all major components of the vehicle (cab, chassis and bodies) for each unit delivered. Successful bidder shall also provide five (5) complete sets of operator and shop repair manuals or CD/DVDs for each item bid, to include all major components, or prepaid 8-year subscription to manufacturer's maintenance/parts web site at no cost to the City.
- c) **Owners/Service/Parts Manuals** – An operator's manual per unit, to include two (2) parts and maintenance manuals per model of all equipment, accessories, and components will be required at time of delivery. **All software to diagnose and adjust engine, transmission, anti lock brakes and any systems that requires software must be included in this bid for two (2) repair centers.**
- d) **Delivery** – All deliveries are to be made inside the City limits of San Antonio. Vendor must deliver equipment to Brooks City Base, 8220 Lindbergh Landing, Building 1106, San Antonio, TX 78235. Delivery to a non-specified location will result in non-acceptance of the equipment by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, **NO EXCEPTIONS**. The Manufacturer's Statement of Origin (MSO) and an invoice are required upon delivery of each unit and before payment can be processed. Vehicles with more than 2000 miles accumulated on the odometer will not be accepted. All vehicles are required to have a full tank of fuel. Vehicles to be delivered with current State Inspection Decal.
- e) All prices will be quoted F.O.B., designated City facility, freight prepaid. All bids will be submitted in triplicate and will include complete manufacturer's specifications for each model being bid. Successful vendor is required to notify the City of all production "cut-off" dates necessary for order submission.
- f) All accessories and equipment will be OEM. The manufacturer will rate all equipment provided as low emission.
- g) **Air Conditioning** – Air conditioning with integral heater and defroster units supplied under this specification to be OEM installed and designed for use with R-134A refrigerant. System must be capable of maintaining a temperature inside the operator cab of 70° F or less with an ambient temperature of not less than 95° F with a relative humidity of not less than 90%. As a minimum, system must have a radiator-mounted condenser, 3-speed fan and variable thermostat. If radiator mounted condenser is not practical, remote mount must be approved by the Fleet Maintenance and Operations Manager before installation.

Roof mounted units not acceptable. All air conditioner components to be compatible and recommended for end item.

- h) **Pre-Bid: A pre-bid conference will be conducted on November 3, 2011 at 10:00 AM. Location will be at the Fleet Operations Conference Room, 329 S. Frio, San Antonio, TX 78207.**
- i) Under this bid the left and right side is determined by sitting in the operator seat.
- j) Under this bid, the City reserves the right to reject any bids and to waive irregularities and any requirements of the bid if deemed to be in the best interest of the City.

4.4 ITEM	QUANTITY	DESCRIPTION
1	5 Each	Refuse Collection Trucks Cab and Chassis Minimum 66,000-lbs. GVWR

4.4.1 SPECIFICATIONS: Refuse Collection Cab and Chassis

All equipment furnished under this contract to be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, must also be included. Units shall conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, sub-assemblies, and component parts to be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The equipment furnished must conform to current ANSI Safety Standards, as well as any Federal, State or local requirements.

1. The below listed specifications are intended to describe a low entry, cab forward, hydraulic tilt type cab and chassis, Autocar ACX chassis. Maximum insulation for the engine compartment will be used to prevent engine heat and noise from penetrating into the cab.

2. Engine – Minimum 11.9-liter, in-line 6-cylinder turbo charged diesel, charge-air-cooled with electronic control system. Minimum of 350-HP at maximum 2100-RPM. Minimum peak torque rating of 1,450-lb-ft at 1,200-RPM. Dual-element, dry-type air cleaner with cleanable outer element, replaceable safety element, and restriction warning light or indicator on the dash. Engine computer will be programmed to limit maximum vehicle road speed to 60-MPH, engine idle time will be limited to 5-minutes, cruise control will not be activated. Any engine being bid must conform to latest EPA-2010 emission standard in effect at the time of bid. Engines made legal by use of manufacturer's EPA credits will not be accepted.

3. Engine Protection – All diesel engines furnished under this bid shall be protected by an OEM installed engine protection system. As a minimum, the system will monitor engine oil pressure, as well as engine and transmission temperatures. Engine fuel solenoid must be de-energized and engine automatically stopped when any of the functions being monitored are unsafe per the manufacturer's specifications, system must provide time limited automatic override. System must provide audio and visual alarms for 30 seconds prior to shutdown.

4. Cooling System – Maximum capacity offered by the manufacturer. Coolant to be extended life, mixed to protect to -34° F. Silicone coolant hoses with stainless steel constant torque type hose clamps. Full flow, spin-on type, coolant filter. Low coolant warning to be provided.

5. PTO/Pump – Engine to be provided with crankshaft driven PTO adapter (Spicer 1350 or proven equal) with access through grill. PTO/pump to be front drive, dry valve type with provisions for continuous flow for lubrication purposes. The pump must be controlled through a speed device that will not allow engagement unless the engine is under 550-RPM. PTO/pump must be compatible with packer body's "operate in gear, at idle" hydraulic system. Unit to be equipped with over-speed protection that will disengage the PTO/pump in excess of 900 RPM. Pump and hoses/plumbing will be protected with a metal guard that will be approved by the City at time of award.

6. Transmission – Allison 4500RDS, with six speed programming and programmed with automated refuse software. Unit to have largest capacity oil pan that will fit this application and filled with synthetic transmission fluid and be covered by the manufacturer's extended warranty (60 months, unlimited miles, 100% parts and labor). Transmission cooler must be oil to water type. Equipped with a positive interlock, which cannot be overridden, preventing movement of truck unless automated arm is in the fully retracted position (**NO EXCEPTIONS**). Dual push-button style keypad shift controllers, each has illuminated digital display with indicator lights, low fluid level indicator, diagnostics, and gear / mode selection display.

7. Electrical – Units to be equipped with four 12-volt, heavy-duty batteries (minimum 2700 CCA) and battery disconnect switch. Alternator to be 12-volt, minimum 200-amps, and gauge of lead wires to be low resistant and sufficient size to meet calculated load for this application. (See brake retarder below.) All wiring to be abrasion resistant and designated for severe service/heavy-duty use. Circuit breakers, manual reset with trip indicator minimum, to be used in place of fuses. Speedometer, tachometer, odometer, oil pressure, hour meter, fuel level, voltmeter, coolant temperature and air pressure gauges must be installed. Wiring will be routed so there will be no exposed wires, harnesses, or electrical boxes in the area around driver's feet or legs in either driving position. Clearance, marker, stop, back up, and directional lights to be LED. Mid-ship, amber turn / marker lights will be installed. Two (2) cab marker lights will be wired to be lit whenever the battery disconnect switch is on.

8. Frame – Minimum 3,300,000-RBM, double frame, maximum side rail depth in body mounting area, 11-inch (required to maintain lowest possible complete vehicle height). All structural components, rails, braces, supports, etc., must be assembled, constructed, and/or attached with "Huck-Bolt" type fasteners. Two (2) front tow hooks, frame attached, to be designed and installed to allow for lifting and towing of vehicles without damaging bumper or other body parts. A wire rope, minimum 1-inch diameter, shall be provided and fastened to both tow hooks to attach tow equipment.

9. Front Axle – Minimum 20,000-lbs. capacity with minimum 20,000-lbs. springs, hub piloted steel hubs, out-board mount type brake drums with Stemco or proven equal front wheel visible cap bearing oiler. Front shock absorbers to be heaviest duty available for specified axle. Minimum wheel cut 50 degrees.

10. Steering – Dual (left and right side), integral power steering (assist cylinders, if any, must be mounted above front axle).

11. Rear Axle – Minimum 46,000-lbs., single speed tandem drive, to be Eaton DS 454-P, or proven equal, with inter-axle and all-wheel differential locks, equipped with hub piloted steel hubs, out-board mount type brake drums. The interlock shall be equipped with an audible interlock alarm in the cab. The alarm must sound when the interlock is in the on position. Gear ratio installed must be capable of 70 mph +/-2 mph geared road speed at full engine governed RPM. Stemco or proven equal oil rear seals.

12. Rear Suspension – Minimum 46,000-lbs capacity, Hendrickson HMX-460. Hendrickson's "Ultra Rod" torque rods must be used with Hendrickson HMX-460. Suspension will have heaviest duty shock absorbers available. Auxiliary spring gap must be properly adjusted after body installation, and prior to delivery to the City.

13. Wheels & Tires – All wheels to be 10-hole hub piloted steel disc wheel, 22.5 X 9.0. Tires to be Goodyear, 315/80R22.5 L, G289 WHA, DuraSeal. Wheels will have loose wheel indicators installed.

14. Brakes – Full air, Bendix ABS brake control system, S-cam service brakes. Brakes to be the maximum O.E.M size offered, minimum 16-½ x 7 front and 16-½ x 8-¾ rear, and meet or exceed August 2011 Federal brake requirements. Front and rear, Rockwell or proven equal, automatic slack adjusters with stroke indicators. Minimum 15-CFM compressor, Midland Pure Air Plus Dryer Model DA-33100 with automatic drain valves Model KN-24000, or proven equal, and a manual drain valve on each tank with pull chains accessible from the side of the truck. It is preferred that the air tanks be grouped together easily accessible to an operator standing at the side of the truck, or tank drains are connected to a manifold system where drain valves are easily accessible. Spring set parking brakes on both rear axles. All brake drums to be cast iron. Brake linings to be non-asbestos, severe service. Quick connect coupling to be located in a protected area near the front bumper but not attached to the front bumper (Milton 747 or proven equal).

15. Secondary Braking System – Equipped with an OEM factory installed electromagnetic driveline brake retarder system that is compatible with the GVWR, engine, transmission, alternator, and brake system. Retarder may be frame mounted or focal mounted. Brake retarder must be activated when transmission is shifted into drive, and there shall be no switch inside the cab allowing the operator to adjust or to disengage the brake retarder. Engaged retarder will be split between the accelerator and the brake pedal. Retarder engagement to occur when driver releases the accelerator (60%) and when the driver depresses the brake pedal (40%). Vendor must provide calculation formula for determining size of retarder upon request.

16. Fuel System – To be equipped with minimum 70-gallon metal tank. Fuel filtration system to include primary and secondary type fuel filter(s) with water separator. A full flow strainer must be installed in filler neck. Access to fill neck will not be obstructed by body components. All fuel lines to be steel braided. DEF tank to be a minimum of 10-gallons.

17. Units to be equipped with the following additional equipment:

- a. Motorized, West Coast type, right and left hand, heavy-duty, 6-inch x 16-inch split focus, (approximately 2/3 flat area, 1/3 adjustable convex) breakaway type, mirrors.
- b. Air horn(s) and minimum single electric horn. Air and electric horns will be operable from both driving positions.

- c. Driver seats (left and right) to be high back bucket type, National Cush-n-Aire or proven equal. All seatbelts will be safety orange.
- d. Windshield wiper/washers with minimum three (3) speed or variable speed wipers. Washer reservoir must not be mounted inside cab.
- e. 10-lb., ABC type fire extinguisher securely mounted in the cab.
- f. DOT triangle warning kit securely mounted in the cab.
- g. Exterior grab handles, both sides.
- h. Exterior sun visor, painted same color as cab. Interior sun visors for both driver positions.
- i. Minimum of two (2) overhead mounted cab fans.
- j. Arm rest, both sides.
- k. Minimum AM/FM radio with two (2) speakers.
- l. All ignition switches and door locks keyed alike on all truck purchased. Minimum of three (3) keys to be provided with each truck.
- m. Cigar lighter/power port.
- n. Backup alarm.
- o. Vehicles to be equipped with tinted glass and insulated cab headliner.

18. Color – OEM white.

19. Exhaust System – Muffler, vertical tail pipe, heat guard, and exhaust treatment equipment, must be compatible with automated body and not obstruct the operator's view of the lift arm.

20. Air Conditioning – Air conditioning with integral heater and defroster units supplied under this specification to be OEM installed and designed for use with R-134A refrigerant. System must be capable of maintaining a temperature inside the operator cab of 70° F or less with an ambient temperature of not less than 95° F with a relative humidity of not less than 90%. As a minimum, system must have a radiator-mounted condenser, 3-speed fan, and variable thermostat. If radiator mounted condenser is not practical, remote mount must be approved by the Fleet Acquisition Manager before installation. All air conditioner components to be compatible and recommended for end item.

21. Front Fenders – Must prevent debris or spray from wheels on wet road surfaces from being projected on the vehicle cab area or rearview mirrors.

4.5 ITEM	QUANTITY	DESCRIPTION
2	5 Each	Refuse Collection Body 28 + Cubic Yard, High Compaction, Automated, Side Load

4.5.1 SPECIFICATIONS: Refuse Collection Body 28 + Cubic Yard

The below listed specifications are intended to describe a refuse collection body equipped with a mechanical lifting device capable of handling standardized American brand, two-bar, 30- through 110-gallon refuse carts. The body must be capable of collecting, compacting, and transporting refuse to a landfill or transfer station and hydraulically ejecting the load. Ejector cylinder must travel entire length of body. Dump type unloading will not be accepted. Acceptable model Heil Durapack Python or approved equal.

1. All equipment furnished under this contract to be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, must also be included. Unit to conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, sub-assemblies and component parts to be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The equipment furnished must conform to ANSI Safety Standard Z245.1-1999, as well as any federal, state, or local requirements.

2. The packer body to have a capacity, excluding the receiving hopper, of not less than 28-cubic yards. Body will have a 150,000-psi body liner, a 150,000-psi hopper floor liner, and manufacturer's severe duty packer wear kit. Hopper to have a minimum capacity of 4-cubic yards. The structural integrity of the body must allow high density loading of up to 1,000-pounds per cubic yards of normal refuse. Maximum body, loader and tailgate weight exclusive of special options must not exceed 16,000-pounds

3. Compaction – Minimum of 900-lbs. per cubic yard as determined by the City of San Antonio. The packing capability of each body purchased will be re-evaluated at periodic intervals during the 12-month warranty period after the unit goes into service. Should the City determine that a body does not meet the minimum compaction requirements during any of these

tests, the vendor will be advised and be required to take action to repair the body in question so that it will meet the minimum compaction requirements. Once the repair is accomplished to the satisfaction of the City, the warranty on the body will then be extended for a 12-month period from the date of re-acceptance by the City. The contractor will have the right to inspect compaction units during normal City working hours to assure that proper factory recommended service and maintenance is being performed. Abuse and damage not attributable to faulty design, materials or workmanship will exempt warranty expectations and must be documented by the vendor. A damage statement will be provided to the service center superintendent within 48-hours of inspection.

4. No hydraulic cylinders, valves, or other hydraulic components will come in contact with refuse packed into the body.
5. An in-cab mounted light and audible alarm to be provided to indicate that the tailgate is not fully closed and locked.
6. Automated Arm. The lift base must support the lift arm, the dump arm, the level pivot, the level link, the pivot link and the reach link. The lift base to rest atop the chassis frame rails for vertical distribution of loads induced into the chassis frame rails. Lift mechanisms mounted alongside the chassis frame rails will not be accepted. The base to be mounted to the chassis frame rails by a minimum of eight and three quarters inch (8-¾"), Grade 8 studs. Stops will be welded to the vehicle frame to prevent arm assembly from shifting. The front-to-rear mounting length must not exceed 18-inches.
7. The lifting mechanism must be capable of lifting containers ranging from 30-110 gallons at level, or 16-inch below level container placement, and to be capable of extending, grabbing, raising, dumping and returning a container from any position without the need to retract the lift arm and perform the following lift cycle functions in a maximum 12-seconds at engine idle as follows:
 - a. Reach to container
 - b. Grab the container
 - c. Lift the container to the full dump position
 - d. Lower the container to the full down position
 - e. Release the grabbers from the container
 - f. Retract to body
8. The lifting capacity to be a minimum of 750-pounds at the 9-foot full reach extension to minimize high over turning loads on the truck chassis. The lifting capacity must progressively increase as the reach decreases to achieve a minimum of 2,000-pound lift at 2-foot reach.
9. The hydraulic pump to be a conventional "on-command" tandem vane design to operate-in-gear, at-idle.
10. The lift hydraulics must operate at a working pressure of minimum 2,300-PSI. The body hydraulics to operate at a working pressure of minimum 2,500-PSI. All hydraulic tubes will be securely clamped to prevent vibration, abrasion, and excessive noise. All hydraulic hoses must conform to S.A.E. standards for designed pressure. Bending radius to exceed S.A.E. standards to permit bend radius one half that of the S.A.E. standards. This requirement will prevent flat spots in the hoses. The hydraulic oil reservoir to have a minimum 50-gallon gross capacity and a net capacity of 45-gallons minimum. The tank must be complete with a screened fill pipe and cap, filter breather, clean out cover, oil level sight and temperature gauge.
11. The hydraulic system must be protected by a minimum 6-micron, in tank, return line filter along with a minimum 100-mesh (140-micron) reusable oil strainer in the suction line. A magnet to be used to eliminate contamination and will be accessible for cleaning. One quarter turn ball valves must be installed on suction and outlet lines and to isolate the reservoir and filter assembly for service and maintenance. The return line filter to also include an in-cab filter by-pass monitor, which will alert the operator or service personnel when the filter is in need of replacement. A hydraulic pump shut down system must also be installed which will prohibit prolonged operation of the hydraulics when the filter is in the by-pass mode. Quick disconnect fittings to be installed so that a pressure gauge can be easily connected without the use of tools or the need to remove hydraulic fittings.
12. All body hinges, cylinder rod ends, cylinder base trunnions, and high cycle pivot points must be equipped with accessible grease fittings. Fittings not easily accessible must have a remote lubrication device installed.
13. Controls: The operating controls for lift arm mechanism, packing panel, tailgate locking, and opening, and for unloading to be located in the truck cab easily accessible to the driver while seated in the right side driving position. All control operations must utilize variable speed controls allowing the operator to feather/meter the grabber to the container without disturbing the surrounding containers or tipping them. Continuous compaction mode, automatic compaction mode, and manual packing selection must be provided.
14. Hopper Cover – Hopper hood will be provided to prevent debris from blowing out. Manually operated hopper cover,

with extended handle, will also be provided inside hopper hood. Hopper cover shall be operated while standing on the ground.

15. The lift controls to be located in the cab, convenient to the operator and be of a joystick design. The joystick must be properly labeled and indicate the direction of travel as follows: Reach (extend-retract) (in-out), Grab (grip-release), Lift arm (up-down) (lift-lower).

16. The lift controls must be self-centering type, returning to the neutral position when released. Operating the lift controls while packing must reverse and return the packer to the start position. The packer push button controls to be electrical over hydraulic and located in the cab convenient to the operator. Separate push buttons must be provided for "Pack" and "Retract" to provide complete packer panel movement control in either direction. Pushing the "Pack" button must automatically extend and retract the packer panel for a complete cycle. Tailgate raise and tailgate lock controls to be electric over hydraulic. Toggle switches to be used to control each function individually. The dumping system provided shall be full eject. The load shall be dumped via cab mounted, electrical controls which raise the tailgate and packer body. The tailgate shall be unlatched and opened/closed hydraulically. The controls shall be located in the cab to allow the operator to remain in the cab and seated during the unloading procedure. Tailgate lock and lifting controls shall be isolated from all other controls and shall be designed to eliminate the possibility of accidental operation. Manually operated latching or restraining devices are not acceptable. Remote switch for arm activation will be installed inside of cab or near the right side door.

17. An electronic control center or a PLC (Programmable Logic Controller) electronic control center is to be provided to monitor system functions if the arm is electronically controlled. The controller to be installed inside the truck cab and must possess self-diagnosing error codes that identify the trouble source. Both audio and LED outputs must be made available to aid in locating trouble source. A non-resetting counting device will be furnished to track grabber arm cycling. Counter will be securely mounted in cab and advance one number each time the arm is lowered and grabber is opened.

18. All electrical wiring connectors to be automotive double-seal, with wiring in split convoluted loom. All wiring connections to be soldered with rubber-molded covering or crimp type connectors with shrink-wrap. Unprotected wiring in any application is unacceptable. All switches, not manually operated, to be proximity in type, mechanical switches are not acceptable.

19. Lighting – All lighting and reflectors must be provided in accordance with FMVSS #108 and ANSI 245.1-1999, plus mid body turn signals on each side of the body and a high center brake light on the rear. Included to be, four (4) each, minimum 4-inch diameter, minimum 10-diode, LED, combination tail and stop lamps to be installed. Two (2) on the left and right hand side of the upper portion of the tailgate and two (2) on the left side and on the right side below the tailgate. Turn signals will be separate 4-inch amber LED lamps and placed next to each stop/tail light. Each light must be protected by expanded metal shields that are easily removable to repair lights when necessary. A lighted license plate bracket to be installed centered left to right on the bottom third of the tailgate. A minimum of 2 (two), high output, white backup lights to be installed. Six (6) each, flush mounted amber strobe lights, with user selectable flash patterns to be wired to activate whenever engine is running. (WHELEN TIR-6, P/N 01-0663507A33B, SUPER-LED, 500 SERIES DIRECTIONAL WARNING LIGHT or proven equal). Strobes will be set to "three flash, pause" pattern and wired to operate whenever truck engine is operating. There will be no switch inside the cab that will turn off strobe lights. Two (2) strobe lights to be located at the front and four (4) strobe lights to be located at the rear of the body.) Clearance, marker, stop, back up, and directional lights to be LED with Lexan lens, shock mounted in a protective housing, the entire unit to be replaceable pop out style. All lighting to be wired to standard chassis controls for the type lighting being installed. Two (2) wide-angle halogen work lights shall be attached to the body in such a manner to provide light at night during the container lift and dump cycle. Controls for spot lights to be mounted in the cab. Reflectors provided shall be rivet secured type; adhesive styles are unacceptable. Reflective conspicuity tape must be applied along both sides and across the back of each packer body.

20. Painting – A high luster finish coat must be applied using acrylic urethane, or proven equal. An ample amount to be applied to achieve a minimum dry thickness of two and one-half (2½) mil and will result in a finish of 3½ mil minimum thickness and up to 4-mil maximum finish. Body to be painted DuPont color number G-8845-WM.

21. A lockable, water tight, toolbox, approx. 18-inches high, 18-inches deep, 20-inches wide, to be securely mounted to right side of the refuse body. Placement to be approved prior to completion of first unit.

22. A two (2) camera, color video system, with automatic switcher to be installed to enable proper and safe operation of the truck. One (1) camera to be mounted high on the tailgate to assist in backing up and one (1) camera to be installed to providing a view of the hopper operation. Cameras and connectors must be sealed and waterproof. Flat screen, minimum 7-inch monitor to have extended visor and swivel base and be reachable and viewable from either driver

position. Automatic switcher with remote switch must be capable of switching between cameras based on operation controls, transmission setting, or operator's preference. Monitor to have split screen capabilities and provisions to add another camera without modification. Cameras to have built in infra red night vision, minimum 130° field of view, and sun shade device. The hopper camera to provide view when arm is in the lift and dump positions. The rear view camera must be activated when the transmission is shifted to reverse, view from the rear camera to be on the monitor when the truck is in transit (i.e. the truck is in motion and the hydraulic system is not engaged).

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

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

Cooperative Contract Provisions.

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

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

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

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

Exhibit I – All applicable terms and conditions of the Cooperative Purchasing Contract number FOR RELEVANT VENDOR through BUYBOARD.

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

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

Warranty.

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

Rejection of Disclaimers of Warranties & Limitations Of Liability.

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

Damages for Delay:

The Parties agree that the actual damages that might be sustained by the City by reason of the breach by Vendor of its covenant to make delivery within the deadlines specified herein, whether delivery to the other vendor for completion of that vendor's work, or delivery to City, are uncertain and would be difficult of

ascertainment, and that the sum of \$100.00 per day for each day delivery by said Vendor is late would be a reasonable compensation for such breach. Vendor hereby promises to pay, and the City hereby agrees to accept, such sum as liquidated damages, and not as a penalty, in the event of such breach. Furthermore, Parties agree that City may withhold said liquidated damages from any payments due to Vendor hereunder. The liquidated damages described herein are only assessable against the party causing the delay.

Incorporation of Attachments:

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

Attachment A- Price Schedule

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

Invoicing and Payment.

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

Information Required On Invoice.

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

Payment by City.

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

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

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

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

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

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

Termination.

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

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

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

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

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

INDEMNIFICATION.

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

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

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

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

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

Records Retention.

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

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

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

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

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

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

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

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

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

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

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

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

COPY

007 - SIGNATURE PAGE

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

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

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

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

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

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

Offeror Information

Please Print or Type

Vendor ID No.

1035875

Signer's Name

JOHN CHASTANG

Name of Business

CHASTANG ENTERPRISES INC DBA CHASTANG'S BOYD CITY AUTOCAR

Street Address

PO BOX 31127 6200 NORTH LOOP EAST

City, State, Zip Code

HOUSTON TX 77226-1127

Email Address

JNCHASTANG@CHASTANGFORD.COM

Telephone No.

713-678-5042

Fax No.

713-678-5001

City's Solicitation No.

RFO 6100000756

John C. Chastang
Signature of Person Authorized to Sign Offer

008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

009 - ATTACHMENTS

PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1	5 Each	Refuse Collection Trucks Cab and Chassis Minimum 66,000-lbs. GVWR

PRICE EACH: \$ 170,854.

PRICE TOTAL: \$ 854,270.

YEAR, MAKE & MODEL CAB & CHASSIS: 2012 AUTOCAR ACX64

CAB & CHASSIS WARRANTY: 1 YEAR

SPECIFIC MAKE & MODEL OF ENGINE OFFERED (INCLUDE SAE NET HP):

Cummins ISX 11.9L 350HP

ENGINE WARRANTY: 2 YEARS

SPECIFIC MAKE & MODEL OF TRANSMISSION OFFERED:

ALLISON 4500RDS

TRANSMISSION WARRANTY: 5 YEARS

FOR ITEM: 1

ALL SOFTWARE TO DIAGNOSE AND ADJUST ENGINE, TRANSMISSION, ANTI LOCK BRAKES AND ANY SYSTEMS THAT REQUIRES SOFTWARE MUST BE INCLUDED IN THIS BID FOR TWO (2) REPAIR CENTERS

DIAGNOSTIC SOFTWARE LICENSES:

QUANTITY: TWO (2)

\$ 500. PRICE EACH \$ 1000. PRICE TOTAL

OPTIONAL SOFTWARE RENEWAL:

1-YEAR DIAGNOSTIC SOFTWARE RENEWALS LICENSES

QUANTITY: TWO (2)

\$ 500. PRICE EACH \$ 1000. PRICE TOTAL

TOTAL BUYBOARD COOPERATIVE FEE: \$ 400.

PRODUCTION CUT-OFF DATE: 4-1-12

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 1-8-12

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

ITEM	QUANTITY	DESCRIPTION
2	5 Each	Refuse Collection Body 28 plus Cubic Yard, High Compaction, Automated, Side Load

PRICE EACH: \$ NO BID

PRICE TOTAL: \$ _____

MAKE & MODEL: _____

BODY WARRANTY: _____

TOTAL BUYBOARD COOPERATIVE FEE: \$ _____

PRODUCTION CUT-OFF DATE: _____

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: _____

BID PRICES SHALL REMAIN FIRM FOR ALL ORDERS PLACED PRIOR TO THIS CUT OFF DATE. IN THE EVENT THAT CITY DOES NOT AWARD A CONTRACT PRIOR TO PRODUCTION CUT OFF DATE, CAN BIDDER PROVIDE BID ITEMS, AT THE BID PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF DATE? _____



CITY OF SAN ANTONIO

P.O. Box 839966
SAN ANTONIO, TEXAS 78283-3966

ADDENDUM I

SUBJECT: Refuse Collection Trucks 28CY Request for Offer, (RFO 610000756), Scheduled to Open: November 10, 2011; Date of Issue: October 28, 2011.

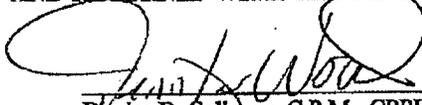
DATE: November 4, 2011

THIS NOTICE SHALL SERVE AS ADDENDUM NO. I – TO THE ABOVE REFERENCED REQUEST FOR OFFER

THE ABOVE MENTIONED REQUEST FOR OFFER IS HEREBY AMENDED AS FOLLOWS:

1. **4.2 DELIVERY DATES: 4.2.1, Change paragraph to read:**
"Chastang shall deliver a cab & chassis to Heil Environmental no later than 120 days after receipt of City's Purchase Order. Both parties shall execute and deliver to City a joint document confirming to City the date the cab and chassis is delivered to Heil Environmental."
2. **4.2 DELIVERY DATES: 4.2.2, Change paragraph to read:**
"Heil Environmental shall complete its installation of equipment and conversion no later than 60 days after receipt of the Cab & Chassis from Chastang, unless extension is granted in writing by the City's Director of Building and Equipment Services, or his designee. Heil Environmental shall notify Heil of Texas of the date the conversion is completed and the unit ready for pick up by Heil of Texas."
3. **4.2 DELIVERY DATES: 4.2.3, Change paragraph to read:**
"Heil of Texas shall complete all work and deliver turnkey units to City no later than 60 days after receipt of the cab and chassis from Chastang, unless extension is granted in writing by the City's Director of Building and Equipment Services, or his designee."
4. **4.3 GENERAL DESCRIPTION OF SCOPE & SERVICES: 4.3.7, Letter "d", Change sentence 6 to read:**
"Vehicles with more than 2000 miles accumulated on the odometer will not be accepted."
5. **Item 1, 4.4.1 SPECIFICATIONS: Refuse Collection Cab and Chassis, Paragraph 16, Change sentence 6 to read:**
"DEF tank to be a minimum of 10-gallons."
6. **Item 2, 4.5.1 SPECIFICATIONS: Refuse Collection Body 28CY + Cubic Yard, Paragraph 9, Change paragraph to read:**
"The hydraulic pump to be a conventional "on-command" tandem vane design to operate-in-gear, at idle."
7. **Item 2, 4.5.1 SPECIFICATIONS: Refuse Collection Body 28CY + Cubic Yard, Paragraph 16, Change paragraph to read:**
"The lift controls must be self-centering type, returning to the neutral position when released. Operating the lift controls while packing must reverse and return the packer to the start position. The packer push button controls to be electrical over hydraulic and located in the cab convenient to the operator. Separate push buttons must be provided for "Pack" and "Retract" to provide complete packer panel movement control in either direction. Pushing the "Pack" button must automatically extend and retract the packer panel for a complete cycle. Tailgate raise and tailgate lock controls to be electric over hydraulic. Toggle switches to be used to control each function individually. The dumping system provided shall be full eject. The load shall be dumped via cab mounted, electrical controls which raise the tailgate and packer body. The tailgate shall be unlatched and opened/closed hydraulically. The controls shall be located in the cab to allow the operator to remain in the cab and seated during the unloading procedure. Tailgate lock and lifting controls shall be isolated from all other controls and shall be designed to eliminate the possibility of accidental operation. Manually operated latching or restraining devices are not acceptable. Remote switch for arm activation will be installed inside of cab or near the right side door."

****THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH THE BID PACKAGE****


for
Denise D. Gallegos, C.P.M., CPPB
Purchasing Administrator
Finance Department, Procurement Division

Date 11-8-11

Company Name CHASTANG ENTERPRISES INC DBA CHASTANG'S BAYOU CITY AUTOCAR

Address P.O. BOX 21127

City/State/Zip Code HOUSTON, TX 77226

Signature John C. Chastang



COPY

CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR OFFER ("RFO") NO.: 6100000756

REFUSE COLLECTION TRUCKS 28CY

Date Issued: OCTOBER 28, 2011

RESPONSES MUST BE RECEIVED NO LATER THAN:
10:00 AM NOVEMBER 10, 2011

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

Address for hard copy responses:

Physical Address:

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

Mailing Address:

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

For Hard Copy Submissions, Mark Envelope

"REFUSE COLLECTION TRUCKS 28CY"

Offer Due Date: 10:00 A.M., NOVEMBER 10, 2011

RFO No.: 6100000756

Offeror's Name and Address

Bid Bond: NO Performance Bond: NO Payment Bond: NO Other:

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NOT APPLICABLE

DBE / ACDBE Requirements: NO

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

Pre-Submittal Conference * YES

* If YES, the Pre-Submittal conference will be held on **NOVEMBER 3, 2011** at 10:00 AM at FLEET OPERATIONS CONFERENCE ROOM 329 S. FRIO SAN ANTONIO, TX 78207.

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

Email: CHARISMA.ESPARZA@SANANTONIO.GOV

SBEDA Contact Information: N/A, ,

COPY

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before 3 calendar days prior to the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

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

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

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

Pre-Submittal Conference.

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

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

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

Changes to RFO.

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

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

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

Preparation of Offers.

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

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

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

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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

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

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

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

Rejection of Offers.

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

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

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

The offer is conditional; or

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

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

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

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

Evaluation and Award of Contract.

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

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

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

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

Prompt Payment Discount.

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

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

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

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

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

Conflict of Interest. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or offers, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Offeror should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your sealed offer. The Purchasing Division will not deliver the form to the City Clerk for you.

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.1 SCOPE: The City of San Antonio is issuing this Request for Offer (RFO) to furnish Refuse Collection Trucks - 28 plus Cubic Yard High Compaction Automated Side Load units in accordance with the specifications listed herein. These vehicles include cab and chassis, and refuse body. These units will be utilized for brush collection by the Solid Waste Management Department. This RFO is issued pursuant to cooperative purchasing contract number 358-10 through BuyBoard with Chastang Enterprises, Inc., who will provide the Autocar ACX cab and chassis (Chastang) and contract 357-10 through BuyBoard with Heil of Texas, who will provide the Heil Durapak Python Refuse body (Heil).

4.2 DELIVERY DATES:

4.2.1 Chastang shall deliver a cab and chassis to Heil Environmental no later than **120 days** after receipt of City's Purchase Order. Both parties shall execute and deliver to City a joint document confirming to City the date the cab and chassis is delivered to Heil Environmental.

4.2.2 Heil Environmental shall complete its installation of equipment and conversion no later than **60 days** after receipt of the Cab & Chassis from Chastang, unless extension is granted in writing by the City's Director of Building and Equipment Services, or his designee. Heil Environmental shall notify Heil of Texas of the date the conversation is completed and the unit ready for pick up by Heil of Texas.

4.2.3 Heil of Texas shall complete all work and deliver turnkey units to City no later than **60 days** after receipt of the cab and chassis from Chastang, unless extension is granted in writing by the City's Director of Building and Equipment Services, or his designee.

4.3 GENERAL DESCRIPTION OF SCOPE & SERVICES:

4.3.1 Background: The City of San Antonio is soliciting offers for a Cabs & Chassis from Chastang in accordance with the specifications listed herein. The City is also soliciting an offer from Heil to add the Heil Durapak Python Refuse Body to the cab & chassis.

4.3.2 Turnkey Delivery. The City desires a turnkey delivery for these Automated Side Load Waste Collection Trucks. However, since the purchase of the cabs and chassis, and the bodies, will be performed by different parties (Chastang and Heil, respectively) pursuant to different cooperative and/or state contracts, the City requires the two (2) vendors to work together to ensure the successful delivery of the final, turnkey unit. By submitting an offer pursuant to this contract, Vendor is accepting these terms and conditions, acknowledging interdependence with the other vendor, and agreeing that payment shall only be made once the final unit is delivered to and accepted by the City. **CITY SHALL HAVE NO RESPONSIBILITY TO PAY OR PERFORM UNTIL SUCH TIME AS A TURNKEY UNIT IS ACCEPTED BY CITY.**

4.3.3 Nature of Contract Document. Due to the unique nature of this agreement, City is presenting identical contracts to both vendors for signature. It is understood by the parties that while many terms and conditions contained herein apply to both parties, some will, by their nature, be applicable to only one party. A party should disregard a provision that is inapplicable to that party. Should there be any doubt as to the applicability of a provision, same shall be resolved by City.

4.3.4 Responsibility of Vendors. Heil shall be responsible for delivery of the cab and chassis to the City after Heil completes its conversion, with all equipment installed and operational. It is Chastang's responsibility to coordinate delivery of the cab and chassis to Heil. Heil shall be responsible for resolving any issues regarding the cab and chassis and body, the conversion work, and the installed equipment prior to final delivery to City. Heil shall be responsible for the completion of pre-delivery inspections.

4.3.5 Representations from Heil. Heil hereby represents:

- a) that it takes full responsibility for ensuring problem free installation of equipment and conversion of the cab and chassis and body;
- b) that it shall coordinate and jointly take responsibility for any issues with the conversion and installation of equipment prior to delivering the completed truck to the City of San Antonio;

4.3.6 Representations from both vendors:

- a) Warranty Information: warranties will be serviced by the respective awarded vendor.

4.3.7 The following general conditions will apply to all items within this bid unless specifically excluded within any item. Equipment shall be manufacturer's latest design, standard production model and shall have been manufactured within the last twelve (12) months. All components shall be installed new, unused, and shall be manufacturer's standard equipment unless otherwise specified or replaced herein. Equipment is to be inspected, serviced, and adjusted in accordance with manufacturer's recommended pre-delivery checklist, and ready for operation upon delivery. Manufacturer's Statement of Origin (MSO) showing manufacture within the last twelve (12) calendar months, and completed pre-delivery checklists for chassis and body will be required at delivery. Equipment offered under the below listed specifications will be considered unacceptable if, for any reason, the equipment's, or major component's, long term availability on the U.S. market, or in the local area, is in doubt.

- a) Warranty and Parts – Dealer and manufacturer must provide the maximum standard manufacturer's warranty on all components parts and service included. All components, parts, and service are required to provide as a minimum **one (1) year unlimited mileage/hour warranty**. All warranty times to start the date the vehicle is placed in service, not on the delivery date. The dealer will be notified by letter of the in-service date of each vehicle by serial number. Warranty will be fully explained by attaching separate, authenticated correspondence or entering such information in the remarks section of this bid. Warranty, reliability, and replacement captive parts costs and availability shall be a consideration in award of this bid. Warranty parts and service must be available within Bexar County or within a ten (10) mile radius of Bexar County line and by a factory-authorized dealer identified below (NO EXCEPTIONS). All warranty repairs will be completed within three (3) days from the date equipment is delivered to the vendor unless otherwise approved by the appropriate City of San Antonio maintenance superintendent. Bidders will certify that all repairs needed after the warranty period will be available within Bexar County.

DEALER NAME: Heil of Texas

ADDRESS: 503 Pop Gunn San Antonio, TX 78219

- b) Equipment Manuals – Successful bidder to furnish one (1) set of operator manuals covering all major components of the vehicle (cab, chassis and bodies) for each unit delivered. Successful bidder shall also provide five (5) complete sets of operator and shop repair manuals or CD/DVDs for each item bid, to include all major components, or prepaid 8-year subscription to manufacturer's maintenance/parts web site at no cost to the City.
- c) Owners/Service/Parts Manuals – An operator's manual per unit, to include two (2) parts and maintenance manuals per model of all equipment, accessories, and components will be required at time of delivery. **All software to diagnose and adjust engine, transmission, anti lock brakes and any systems that requires software must be included in this bid for two (2) repair centers.**
- d) **Delivery – All deliveries are to be made inside the City limits of San Antonio. Vendor must deliver equipment to Brooks City Base, 8220 Lindbergh Landing, Building 1106, San Antonio, TX 78235. Delivery to a non-specified location will result in non-acceptance of the equipment by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS. The Manufacturer's Statement of Origin (MSO) and an invoice are required upon delivery of each unit and before payment can be processed. Vehicles with more than 2000 miles accumulated on the odometer will not be accepted. All vehicles are required to have a full tank of fuel. Vehicles to be delivered with current State Inspection Decal.**
- e) All prices will be quoted F.O.B., designated City facility, freight prepaid. All bids will be submitted in triplicate and will include complete manufacturer's specifications for each model being bid. Successful vendor is required to notify the City of all production "cut-off" dates necessary for order submission.
- f) All accessories and equipment will be OEM. The manufacturer will rate all equipment provided as low emission.
- g) Air Conditioning – Air conditioning with integral heater and defroster units supplied under this specification to be OEM installed and designed for use with R-134A refrigerant. System must be capable of maintaining a temperature inside the operator cab of 70° F or less with an ambient temperature of not less than 95° F with a relative humidity of not less than 90%. As a minimum, system must have a radiator-mounted condenser, 3-speed fan and variable thermostat. If radiator mounted condenser is not practical, remote mount must be approved by the Fleet Maintenance and Operations Manager before installation.

Roof mounted units not acceptable. All air conditioner components to be compatible and recommended for end item.

- h) **Pre-Bid: A pre-bid conference will be conducted on November 3, 2011 at 10:00 AM. Location will be at the Fleet Operations Conference Room, 329 S. Frio, San Antonio, TX 78207.**
- i) Under this bid the left and right side is determined by sitting in the operator seat.
- j) Under this bid, the City reserves the right to reject any bids and to waive irregularities and any requirements of the bid if deemed to be in the best interest of the City.

4.4 ITEM	QUANTITY	DESCRIPTION
1	5 Each	Refuse Collection Trucks Cab and Chassis Minimum 66,000-lbs. GVWR

4.4.1 SPECIFICATIONS: Refuse Collection Cab and Chassis

All equipment furnished under this contract to be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, must also be included. Units shall conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, sub-assemblies, and component parts to be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The equipment furnished must conform to current ANSI Safety Standards, as well as any Federal, State or local requirements.

1. The below listed specifications are intended to describe a low entry, cab forward, hydraulic tilt type cab and chassis, Autocar ACX chassis. Maximum insulation for the engine compartment will be used to prevent engine heat and noise from penetrating into the cab.

2. Engine – Minimum 11.9-liter, in-line 6-cylinder turbo charged diesel, charge-air-cooled with electronic control system. Minimum of 350-HP at maximum 2100-RPM. Minimum peak torque rating of 1,450-lb-ft at 1,200-RPM. Dual-element, dry-type air cleaner with cleanable outer element, replaceable safety element, and restriction warning light or indicator on the dash. Engine computer will be programmed to limit maximum vehicle road speed to 60-MPH, engine idle time will be limited to 5-minutes, cruise control will not be activated. Any engine being bid must conform to latest EPA-2010 emission standard in effect at the time of bid. Engines made legal by use of manufacturer's EPA credits will not be accepted.

3. Engine Protection – All diesel engines furnished under this bid shall be protected by an OEM installed engine protection system. As a minimum, the system will monitor engine oil pressure, as well as engine and transmission temperatures. Engine fuel solenoid must be de-energized and engine automatically stopped when any of the functions being monitored are unsafe per the manufacturer's specifications, system must provide time limited automatic override. System must provide audio and visual alarms for 30 seconds prior to shutdown.

4. Cooling System – Maximum capacity offered by the manufacturer. Coolant to be extended life, mixed to protect to -34° F. Silicone coolant hoses with stainless steel constant torque type hose clamps. Full flow, spin-on type, coolant filter. Low coolant warning to be provided.

5. PTO/Pump – Engine to be provided with crankshaft driven PTO adapter (Spicer 1350 or proven equal) with access through grill. PTO/pump to be front drive, dry valve type with provisions for continuous flow for lubrication purposes. The pump must be controlled through a speed device that will not allow engagement unless the engine is under 550-RPM. PTO/pump must be compatible with packer body's "operate in gear, at idle" hydraulic system. Unit to be equipped with over-speed protection that will disengage the PTO/pump in excess of 900 RPM. Pump and hoses/plumbing will be protected with a metal guard that will be approved by the City at time of award.

6. Transmission – Allison 4500RDS, with six speed programming and programmed with automated refuse software. Unit to have largest capacity oil pan that will fit this application and filled with synthetic transmission fluid and be covered by the manufacturer's extended warranty (60 months, unlimited miles, 100% parts and labor). Transmission cooler must be oil to water type. Equipped with a positive interlock, which cannot be overridden, preventing movement of truck unless automated arm is in the fully retracted position (**NO EXCEPTIONS**). Dual push-button style keypad shift controllers, each has illuminated digital display with indicator lights, low fluid level indicator, diagnostics, and gear / mode selection display.

7. Electrical – Units to be equipped with four 12-volt, heavy-duty batteries (minimum 2700 CCA) and battery disconnect switch. Alternator to be 12-volt, minimum 200-amps, and gauge of lead wires to be low resistant and sufficient size to meet calculated load for this application. (See brake retarder below.) All wiring to be abrasion resistant and designated for severe service/heavy-duty use. Circuit breakers, manual reset with trip indicator minimum, to be used in place of fuses. Speedometer, tachometer, odometer, oil pressure, hour meter, fuel level, voltmeter, coolant temperature and air pressure gauges must be installed. Wiring will be routed so there will be no exposed wires, harnesses, or electrical boxes in the area around driver's feet or legs in either driving position. Clearance, marker, stop, back up, and directional lights to be LED. Mid-ship, amber turn / marker lights will be installed. Two (2) cab marker lights will be wired to be lit whenever the battery disconnect switch is on.

8. Frame – Minimum 3,300,000-RBM, double frame, maximum side rail depth in body mounting area, 11-inch (required to maintain lowest possible complete vehicle height). All structural components, rails, braces, supports, etc., must be assembled, constructed, and/or attached with "Huck-Bolt" type fasteners. Two (2) front tow hooks, frame attached, to be designed and installed to allow for lifting and towing of vehicles without damaging bumper or other body parts. A wire rope, minimum 1-inch diameter, shall be provided and fastened to both tow hooks to attach tow equipment.

9. Front Axle – Minimum 20,000-lbs. capacity with minimum 20,000-lbs. springs, hub piloted steel hubs, out-board mount type brake drums with Stemco or proven equal front wheel visible cap bearing oiler. Front shock absorbers to be heaviest duty available for specified axle. Minimum wheel cut 50 degrees.

10. Steering – Dual (left and right side), integral power steering (assist cylinders, if any, must be mounted above front axle).

11. Rear Axle – Minimum 46,000-lbs., single speed tandem drive, to be Eaton DS 454-P, or proven equal, with inter-axle and all-wheel differential locks, equipped with hub piloted steel hubs, out-board mount type brake drums. The interlock shall be equipped with an audible interlock alarm in the cab. The alarm must sound when the interlock is in the on position. Gear ratio installed must be capable of 70 mph +/-2 mph geared road speed at full engine governed RPM. Stemco or proven equal oil rear seals.

12. Rear Suspension – Minimum 46,000-lbs capacity, Hendrickson HMX-460. Hendrickson's "Ultra Rod" torque rods must be used with Hendrickson HMX-460. Suspension will have heaviest duty shock absorbers available. Auxiliary spring gap must be properly adjusted after body installation, and prior to delivery to the City.

13. Wheels & Tires – All wheels to be 10-hole hub piloted steel disc wheel, 22.5 X 9.0. Tires to be Goodyear, 315/80R22.5 L, G289 WHA, DuraSeal. Wheels will have loose wheel indicators installed.

14. Brakes – Full air, Bendix ABS brake control system, S-cam service brakes. Brakes to be the maximum O.E.M size offered, minimum 16-½ x 7 front and 16-½ x 8-5/8 rear, and meet or exceed August 2011 Federal brake requirements. Front and rear, Rockwell or proven equal, automatic slack adjusters with stroke indicators. Minimum 15-CFM compressor, Midland Pure Air Plus Dryer Model DA-33100 with automatic drain valves Model KN-24000, or proven equal, and a manual drain valve on each tank with pull chains accessible from the side of the truck. It is preferred that the air tanks be grouped together easily accessible to an operator standing at the side of the truck, or tank drains are connected to a manifold system where drain valves are easily accessible. Spring set parking brakes on both rear axles. All brake drums to be cast iron. Brake linings to be non-asbestos, severe service. Quick connect coupling to be located in a protected area near the front bumper but not attached to the front bumper (Milton 747 or proven equal).

15. Secondary Braking System – Equipped with an OEM factory installed electromagnetic driveline brake retarder system that is compatible with the GVWR, engine, transmission, alternator, and brake system. Retarder may be frame mounted or focal mounted. Brake retarder must be activated when transmission is shifted into drive, and there shall be no switch inside the cab allowing the operator to adjust or to disengage the brake retarder. Engaged retarder will be split between the accelerator and the brake pedal. Retarder engagement to occur when driver releases the accelerator (60%) and when the driver depresses the brake pedal (40%). Vendor must provide calculation formula for determining size of retarder upon request.

16. Fuel System – To be equipped with minimum 70-gallon metal tank. Fuel filtration system to include primary and secondary type fuel filter(s) with water separator. A full flow strainer must be installed in filler neck. Access to fill neck will not be obstructed by body components. All fuel lines to be steel braided. DEF tank to be a minimum of 10-gallons.

17. Units to be equipped with the following additional equipment:

- a. Motorized, West Coast type, right and left hand, heavy-duty, 6-inch x 16-inch split focus, (approximately 2/3 flat area, 1/3 adjustable convex) breakaway type, mirrors.
- b. Air horn(s) and minimum single electric horn. Air and electric horns will be operable from both driving positions.

- c. Driver seats (left and right) to be high back bucket type, National Cush-n-Aire or proven equal. All seatbelts will be safety orange.
- d. Windshield wiper/washers with minimum three (3) speed or variable speed wipers. Washer reservoir must not be mounted inside cab.
- e. 10-lb., ABC type fire extinguisher securely mounted in the cab.
- f. DOT triangle warning kit securely mounted in the cab.
- g. Exterior grab handles, both sides.
- h. Exterior sun visor, painted same color as cab. Interior sun visors for both driver positions.
- i. Minimum of two (2) overhead mounted cab fans.
- j. Arm rest, both sides.
- k. Minimum AM/FM radio with two (2) speakers.
- l. All ignition switches and door locks keyed alike on all truck purchased. Minimum of three (3) keys to be provided with each truck.
- m. Cigar lighter/power port.
- n. Backup alarm.
- o. Vehicles to be equipped with tinted glass and insulated cab headliner.

18. Color – OEM white.

19. Exhaust System – Muffler, vertical tail pipe, heat guard, and exhaust treatment equipment, must be compatible with automated body and not obstruct the operator's view of the lift arm.

20. Air Conditioning – Air conditioning with integral heater and defroster units supplied under this specification to be OEM installed and designed for use with R-134A refrigerant. System must be capable of maintaining a temperature inside the operator cab of 70° F or less with an ambient temperature of not less than 95° F with a relative humidity of not less than 90%. As a minimum, system must have a radiator-mounted condenser, 3-speed fan, and variable thermostat. If radiator mounted condenser is not practical, remote mount must be approved by the Fleet Acquisition Manager before installation. All air conditioner components to be compatible and recommended for end item.

21. Front Fenders – Must prevent debris or spray from wheels on wet road surfaces from being projected on the vehicle cab area or rearview mirrors.

4.5 ITEM	QUANTITY	DESCRIPTION
2	5 Each	Refuse Collection Body 28 + Cubic Yard, High Compaction, Automated, Side Load

4.5.1 SPECIFICATIONS: Refuse Collection Body 28 + Cubic Yard

The below listed specifications are intended to describe a refuse collection body equipped with a mechanical lifting device capable of handling standardized American brand, two-bar, 30- through 110-gallon refuse carts. The body must be capable of collecting, compacting, and transporting refuse to a landfill or transfer station and hydraulically ejecting the load. Ejector cylinder must travel entire length of body. Dump type unloading will not be accepted. Acceptable model Heil Durapack Python or approved equal.

1. All equipment furnished under this contract to be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, must also be included. Unit to conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, sub-assemblies and component parts to be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The equipment furnished must conform to ANSI Safety Standard Z245.1-1999, as well as any federal, state, or local requirements.

2. The packer body to have a capacity, excluding the receiving hopper, of not less than 28-cubic yards. Body will have a 150,000-psi body liner, a 150,000-psi hopper floor liner, and manufacturer's severe duty packer wear kit. Hopper to have a minimum capacity of 4-cubic yards. The structural integrity of the body must allow high density loading of up to 1,000-pounds per cubic yards of normal refuse. Maximum body, loader and tailgate weight exclusive of special options must not exceed 16,000-pounds

3. Compaction – Minimum of 900-lbs. per cubic yard as determined by the City of San Antonio. The packing capability of each body purchased will be re-evaluated at periodic intervals during the 12-month warranty period after the unit goes into service. Should the City determine that a body does not meet the minimum compaction requirements during any of these

tests, the vendor will be advised and be required to take action to repair the body in question so that it will meet the minimum compaction requirements. Once the repair is accomplished to the satisfaction of the City, the warranty on the body will then be extended for a 12-month period from the date of re-acceptance by the City. The contractor will have the right to inspect compaction units during normal City working hours to assure that proper factory recommended service and maintenance is being performed. Abuse and damage not attributable to faulty design, materials or workmanship will exempt warranty expectations and must be documented by the vendor. A damage statement will be provided to the service center superintendent within 48-hours of inspection.

4. No hydraulic cylinders, valves, or other hydraulic components will come in contact with refuse packed into the body.
5. An in-cab mounted light and audible alarm to be provided to indicate that the tailgate is not fully closed and locked.
6. Automated Arm. The lift base must support the lift arm, the dump arm, the level pivot, the level link, the pivot link and the reach link. The lift base to rest atop the chassis frame rails for vertical distribution of loads induced into the chassis frame rails. Lift mechanisms mounted alongside the chassis frame rails will not be accepted. The base to be mounted to the chassis frame rails by a minimum of eight and three quarters inch (8-³/₄"), Grade 8 studs. Stops will be welded to the vehicle frame to prevent arm assembly from shifting. The front-to-rear mounting length must not exceed 18-inches.
7. The lifting mechanism must be capable of lifting containers ranging from 30-110 gallons at level, or 16-inch below level container placement, and to be capable of extending, grabbing, raising, dumping and returning a container from any position without the need to retract the lift arm and perform the following lift cycle functions in a maximum 12-seconds at engine idle as follows:
 - a. Reach to container
 - b. Grab the container
 - c. Lift the container to the full dump position
 - d. Lower the container to the full down position
 - e. Release the grabbers from the container
 - f. Retract to body
8. The lifting capacity to be a minimum of 750-pounds at the 9-foot full reach extension to minimize high over turning loads on the truck chassis. The lifting capacity must progressively increase as the reach decreases to achieve a minimum of 2,000-pound lift at 2-foot reach.
9. The hydraulic pump to be a conventional "on-command" tandem vane design to operate-in-gear, at-idle.
10. The lift hydraulics must operate at a working pressure of minimum 2,300-PSI. The body hydraulics to operate at a working pressure of minimum 2,500-PSI. All hydraulic tubes will be securely clamped to prevent vibration, abrasion, and excessive noise. All hydraulic hoses must conform to S.A.E. standards for designed pressure. Bending radius to exceed S.A.E. standards to permit bend radius one half that of the S.A.E. standards. This requirement will prevent flat spots in the hoses. The hydraulic oil reservoir to have a minimum 50-gallon gross capacity and a net capacity of 45-gallons minimum. The tank must be complete with a screened fill pipe and cap, filter breather, clean out cover, oil level sight and temperature gauge.
11. The hydraulic system must be protected by a minimum 6-micron, in tank, return line filter along with a minimum 100-mesh (140-micron) reusable oil strainer in the suction line. A magnet to be used to eliminate contamination and will be accessible for cleaning. One quarter turn ball valves must be installed on suction and outlet lines and to isolate the reservoir and filter assembly for service and maintenance. The return line filter to also include an in-cab filter by-pass monitor, which will alert the operator or service personnel when the filter is in need of replacement. A hydraulic pump shut down system must also be installed which will prohibit prolonged operation of the hydraulics when the filter is in the by-pass mode. Quick disconnect fittings to be installed so that a pressure gauge can be easily connected without the use of tools or the need to remove hydraulic fittings.
12. All body hinges, cylinder rod ends, cylinder base trunnions, and high cycle pivot points must be equipped with accessible grease fittings. Fittings not easily accessible must have a remote lubrication device installed.
13. Controls: The operating controls for lift arm mechanism, packing panel, tailgate locking, and opening, and for unloading to be located in the truck cab easily accessible to the driver while seated in the right side driving position. All control operations must utilize variable speed controls allowing the operator to feather/meter the grabber to the container without disturbing the surrounding containers or tipping them. Continuous compaction mode, automatic compaction mode, and manual packing selection must be provided.
14. Hopper Cover – Hopper hood will be provided to prevent debris from blowing out. Manually operated hopper cover,

with extended handle, will also be provided inside hopper hood. Hopper cover shall be operated while standing on the ground.

15. The lift controls to be located in the cab, convenient to the operator and be of a joystick design. The joystick must be properly labeled and indicate the direction of travel as follows: Reach (extend-retract) (in-out), Grab (grip-release), Lift arm (up-down) (lift-lower).

16. The lift controls must be self-centering type, returning to the neutral position when released. Operating the lift controls while packing must reverse and return the packer to the start position. The packer push button controls to be electrical over hydraulic and located in the cab convenient to the operator. Separate push buttons must be provided for "Pack" and "Retract" to provide complete packer panel movement control in either direction. Pushing the "Pack" button must automatically extend and retract the packer panel for a complete cycle. Tailgate raise and tailgate lock controls to be electric over hydraulic. Toggle switches to be used to control each function individually. The dumping system provided shall be full eject. The load shall be dumped via cab mounted, electrical controls which raise the tailgate and packer body. The tailgate shall be unlatched and opened/closed hydraulically. The controls shall be located in the cab to allow the operator to remain in the cab and seated during the unloading procedure. Tailgate lock and lifting controls shall be isolated from all other controls and shall be designed to eliminate the possibility of accidental operation. Manually operated latching or restraining devices are not acceptable. Remote switch for arm activation will be installed inside of cab or near the right side door.

17. An electronic control center or a PLC (Programmable Logic Controller) electronic control center is to be provided to monitor system functions if the arm is electronically controlled. The controller to be installed inside the truck cab and must possess self-diagnosing error codes that identify the trouble source. Both audio and LED outputs must be made available to aid in locating trouble source. A non-resetting counting device will be furnished to track grabber arm cycling. Counter will be securely mounted in cab and advance one number each time the arm is lowered and grabber is opened.

18. All electrical wiring connectors to be automotive double-seal, with wiring in split convoluted loom. All wiring connections to be soldered with rubber-molded covering or crimp type connectors with shrink-wrap. Unprotected wiring in any application is unacceptable. All switches, not manually operated, to be proximity in type, mechanical switches are not acceptable.

19. Lighting – All lighting and reflectors must be provided in accordance with FMVSS #108 and ANSI 245.1-1999, plus mid body turn signals on each side of the body and a high center brake light on the rear. Included to be, four (4) each, minimum 4-inch diameter, minimum 10-diode, LED, combination tail and stop lamps to be installed. Two (2) on the left and right hand side of the upper portion of the tailgate and two (2) on the left side and on the right side below the tailgate. Turn signals will be separate 4-inch amber LED lamps and placed next to each stop/tail light. Each light must be protected by expanded metal shields that are easily removable to repair lights when necessary. A lighted license plate bracket to be installed centered left to right on the bottom third of the tailgate. A minimum of 2 (two), high output, white backup lights to be installed. Six (6) each, flush mounted amber strobe lights, with user selectable flash patterns to be wired to activate whenever engine is running. (WHELEN TIR-6, P/N 01-0663507A33B, SUPER-LED, 500 SERIES DIRECTIONAL WARNING LIGHT or proven equal). Strobes will be set to "three flash, pause" pattern and wired to operate whenever truck engine is operating. There will be no switch inside the cab that will turn off strobe lights. Two (2) strobe lights to be located at the front and four (4) strobe lights to be located at the rear of the body.) Clearance, marker, stop, back up, and directional lights to be LED with Lexan lens, shock mounted in a protective housing, the entire unit to be replaceable pop out style. All lighting to be wired to standard chassis controls for the type lighting being installed. Two (2) wide-angle halogen work lights shall be attached to the body in such a manner to provide light at night during the container lift and dump cycle. Controls for spot lights to be mounted in the cab. Reflectors provided shall be rivet secured type; adhesive styles are unacceptable. Reflective conspicuity tape must be applied along both sides and across the back of each packer body.

20. Painting – A high luster finish coat must be applied using acrylic urethane, or proven equal. An ample amount to be applied to achieve a minimum dry thickness of two and one-half (2½) mil and will result in a finish of 3½ mil minimum thickness and up to 4-mil maximum finish. Body to be painted DuPont color number G-8845-WM.

21. A lockable, water tight, toolbox, approx. 18-inches high, 18-inches deep, 20-inches wide, to be securely mounted to right side of the refuse body. Placement to be approved prior to completion of first unit.

22. A two (2) camera, color video system, with automatic switcher to be installed to enable proper and safe operation of the truck. One (1) camera to be mounted high on the tailgate to assist in backing up and one (1) camera to be installed to providing a view of the hopper operation. Cameras and connectors must be sealed and waterproof. Flat screen, minimum 7-inch monitor to have extended visor and swivel base and be reachable and viewable from either driver

position. Automatic switcher with remote switch must be capable of switching between cameras based on operation controls, transmission setting, or operator's preference. Monitor to have split screen capabilities and provisions to add another camera without modification. Cameras to have built in infra red night vision, minimum 130° field of view, and sun shade device. The hopper camera to provide view when arm is in the lift and dump positions. The rear view camera must be activated when the transmission is shifted to reverse, view from the rear camera to be on the monitor when the truck is in transit (i.e. the truck is in motion and the hydraulic system is not engaged).

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

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

Cooperative Contract Provisions.

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

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

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

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

Exhibit I – All applicable terms and conditions of the Cooperative Purchasing Contract number FOR RELEVANT VENDOR through BUYBOARD.

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

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

Warranty.

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

Rejection of Disclaimers of Warranties & Limitations Of Liability.

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

Damages for Delay:

The Parties agree that the actual damages that might be sustained by the City by reason of the breach by Vendor of its covenant to make delivery within the deadlines specified herein, whether delivery to the other vendor for completion of that vendor's work, or delivery to City, are uncertain and would be difficult of

ascertainment, and that the sum of \$100.00 per day for each day delivery by said Vendor is late would be a reasonable compensation for such breach. Vendor hereby promises to pay, and the City hereby agrees to accept, such sum as liquidated damages, and not as a penalty, in the event of such breach. Furthermore, Parties agree that City may withhold said liquidated damages from any payments due to Vendor hereunder. The liquidated damages described herein are only assessable against the party causing the delay.

Incorporation of Attachments:

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

Attachment A- Price Schedule

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

Invoicing and Payment.

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

Information Required On Invoice.

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

Payment by City.

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

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

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

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

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

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

Termination.

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

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

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

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

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

INDEMNIFICATION.

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

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

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

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

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

Records Retention.

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

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

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

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

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

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

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

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

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

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

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

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

007 - SIGNATURE PAGE

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

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

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

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

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

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

Offeror Information

Please Print or Type

Vendor ID No.	1010602
Signer's Name	John Davis
Name of Business	Heil of Texas
Street Address	503 Pop Gunn
City, State, Zip Code	San Antonio, TX 78219
Email Address	johndavis@heiloftexas.com
Telephone No.	1-800-531-9974
Fax No.	713-923-5522
City's Solicitation No.	6100000756



Signature of Person Authorized to Sign Offer

008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

009 - ATTACHMENTS

PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1	5 Each	Refuse Collection Trucks Cab and Chassis Minimum 66,000-lbs. GVWR

PRICE EACH: \$ _____

PRICE TOTAL: \$ _____

YEAR, MAKE & MODEL CAB & CHASSIS: _____

CAB & CHASSIS WARRANTY: _____

SPECIFIC MAKE & MODEL OF ENGINE OFFERED (INCLUDE SAE NET HP):

ENGINE WARRANTY: _____

SPECIFIC MAKE & MODEL OF TRANSMISSION OFFERED:

TRANSMISSION WARRANTY: _____

FOR ITEM: 1

ALL SOFTWARE TO DIAGNOSE AND ADJUST ENGINE, TRANSMISSION, ANTI LOCK BRAKES AND ANY SYSTEMS THAT REQUIRES SOFTWARE MUST BE INCLUDED IN THIS BID FOR TWO (2) REPAIR CENTERS

DIAGNOSTIC SOFTWARE LICENSES:
QUANTITY: TWO (2)

\$ _____ PRICE EACH \$ _____ PRICE TOTAL

OPTIONAL SOFTWARE RENEWAL:
1-YEAR DIAGNOSTIC SOFTWARE RENEWALS LICENSES
QUANTITY: TWO (2)

\$ _____ PRICE EACH \$ _____ PRICE TOTAL

TOTAL BUYBOARD COOPERATIVE FEE: \$ _____

PRODUCTION CUT-OFF DATE: _____

ITEM # 2 ONLY

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

BID PRICES SHALL REMAIN FIRM FOR ALL ORDERS PLACED PRIOR TO THIS CUT OFF DATE. IN THE EVENT THAT CITY DOES NOT AWARD A CONTRACT PRIOR TO PRODUCTION CUT OFF DATE, CAN BIDDER PROVIDE BID ITEMS, AT THE BID PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF DATE? _____.

ITEM	QUANTITY	DESCRIPTION
2	5 Each	Refuse Collection Body 28 plus Cubic Yard, High Compaction, Automated, Side Load

PRICE EACH: \$ 130,799.00

PRICE TOTAL: \$ 653,995.00

MAKE & MODEL: Heil Durapack Python 28cu.yd.

BODY WARRANTY: 3 year Complete Body

TOTAL BUYBOARD COOPERATIVE FEE: \$ 400.00

PRODUCTION CUT-OFF DATE: none

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: none.

BID PRICES SHALL REMAIN FIRM FOR ALL ORDERS PLACED PRIOR TO THIS CUT OFF DATE. IN THE EVENT THAT CITY DOES NOT AWARD A CONTRACT PRIOR TO PRODUCTION CUT OFF DATE, CAN BIDDER PROVIDE BID ITEMS, AT THE BID PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF DATE? none.



CITY OF SAN ANTONIO

P.O. Box 839966
SAN ANTONIO, TEXAS 78283-3966

ADDENDUM I

SUBJECT: Refuse Collection Trucks 28CY Request for Offer, (RFO 610000756), Scheduled to Open: November 10, 2011; Date of Issue: October 28, 2011.

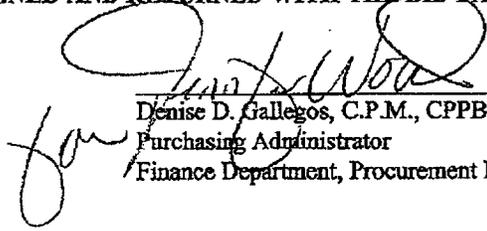
DATE: November 4, 2011

THIS NOTICE SHALL SERVE AS ADDENDUM NO. I -- TO THE ABOVE REFERENCED REQUEST FOR OFFER

THE ABOVE MENTIONED REQUEST FOR OFFER IS HEREBY AMENDED AS FOLLOWS:

1. **4.2 DELIVERY DATES: 4.2.1, Change paragraph to read:**
"Chastang shall deliver a cab & chassis to Heil Environmental no later than 120 days after receipt of City's Purchase Order. Both parties shall execute and deliver to City a joint document confirming to City the date the cab and chassis is delivered to Heil Environmental."
2. **4.2 DELIVERY DATES: 4.2.2, Change paragraph to read:**
"Heil Environmental shall complete its installation of equipment and conversion no later than 60 days after receipt of the Cab & Chassis from Chastang, unless extension is granted in writing by the City's Director of Building and Equipment Services, or his designee. Heil Environmental shall notify Heil of Texas of the date the conversion is completed and the unit ready for pick up by Heil of Texas."
3. **4.2 DELIVERY DATES: 4.2.3, Change paragraph to read:**
"Heil of Texas shall complete all work and deliver turnkey units to City no later than 60 days after receipt of the cab and chassis from Chastang, unless extension is granted in writing by the City's Director of Building and Equipment Services, or his designee."
4. **4.3 GENERAL DESCRIPTION OF SCOPE & SERVICES: 4.3.7, Letter "d", Change sentence 6 to read:**
"Vehicles with more than 2000 miles accumulated on the odometer will not be accepted."
5. **Item 1, 4.4.1 SPECIFICATIONS: Refuse Collection Cab and Chassis, Paragraph 16, Change sentence 6 to read:**
"DEF tank to be a minimum of 10-gallons."
6. **Item 2, 4.5.1 SPECIFICATIONS: Refuse Collection Body 28CY + Cubic Yard, Paragraph 9, Change paragraph to read:**
"The hydraulic pump to be a conventional "on-command" tandem vane design to operate-in-gear, at idle."
7. **Item 2, 4.5.1 SPECIFICATIONS: Refuse Collection Body 28CY + Cubic Yard, Paragraph 16, Change paragraph to read:**
"The lift controls must be self-centering type, returning to the neutral position when released. Operating the lift controls while packing must reverse and return the packer to the start position. The packer push button controls to be electrical over hydraulic and located in the cab convenient to the operator. Separate push buttons must be provided for "Pack" and "Retract" to provide complete packer panel movement control in either direction. Pushing the "Pack" button must automatically extend and retract the packer panel for a complete cycle. Tailgate raise and tailgate lock controls to be electric over hydraulic. Toggle switches to be used to control each function individually. The dumping system provided shall be full eject. The load shall be dumped via cab mounted, electrical controls which raise the tailgate and packer body. The tailgate shall be unlatched and opened/closed hydraulically. The controls shall be located in the cab to allow the operator to remain in the cab and seated during the unloading procedure. Tailgate lock and lifting controls shall be isolated from all other controls and shall be designed to eliminate the possibility of accidental operation. Manually operated latching or restraining devices are not acceptable. Remote switch for arm activation will be installed inside of cab or near the right side door."

****THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH THE BID PACKAGE****

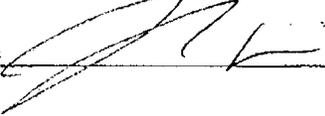

Denise D. Gallegos, C.P.M., CPPB
Purchasing Administrator
Finance Department, Procurement Division

Date 11/9/11

Company Name Heil of Texas

Address 503 Pop Gunn

City/State/Zip Code San Antonio, TX 78219

Signature 

City of San Antonio Bid Tabulation

Opened: November 10, 2011			BuyBoard	BuyBoard
For: Grappler Trucks			Freightliner of San Antonio, LTD.	Waste Systems Equipment, Inc.
6100000776			8700 IH 10 East	10028 Tanner Rd.
			DS	
Item	Description	QTY	Converse, TX 78109 210-277-4373	Houston, TX 77041 713-939-0200
1	Brush Collection Grappler Truck-Chassis (Minimum GVWR 37,000-lbs.) Price Each: Price Total: Year, Make & Model Cab & Chassis: Cab & Chassis Warranty: Specific Make & Model of Engine Offered (Include SAE NET HP): Engine Warranty: Specific Make & Model of Transmission Offered: Transmission Warranty: Diagnostic Software Licenses: Price each: Price Total: 1-Year Diagnostic Software Renewal Licenses: Price each: Price Total: BuyBoard Fee for Item 1: Delivery: Production Cut-off Date: Last day to order: Payment Terms	9	\$86,284.00 \$776,556.00 2012/2013 Freightliner M2 106 Vocational 1 year Cummins ISC 8.3L-330 HP - 1,000 2 years, 250k miles Allison 3000 RDS 5 years - unlimited miles	No Bid
		2		\$0.00 \$0.00
		2		\$0.00 \$0.00
				\$400.00
				180 Days
				5/1/2012
				2/15/2012
				Net 30
2	Truck Body, and Knuckle Boom Loader Price Each: Price Total: Make & Model of Loader: Body Warranty: BuyBoard Fee for Item 2: Production Cut-off Date: Last day to order: Payment Terms	9	No Bid	\$67,857.12 \$610,714.08 Rotobec Elite XT One (1) year \$400.00 May 31, 2012 May 31, 2012 Net 30
	Total		\$776,956.00	\$611,114.08
	Total Award		\$776,956.00	\$611,114.08



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR OFFER ("RFO") NO.: 6100000776

GRAPPLER TRUCKS

Date Issued: OCTOBER 28, 2011

RESPONSES MUST BE RECEIVED NO LATER THAN:
10:00 AM NOVEMBER 10, 2011

Responses may be submitted by any of the following means:

- Electronic submission through the Portal
- Hard copy in person or by mail

Address for hard copy responses:

Physical Address:

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

Mailing Address:

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

For Hard Copy Submissions, Mark Envelope

"GRAPPLER TRUCKS"

Offer Due Date: 10:00 A.M., NOVEMBER 10, 2011

RFO No.: 6100000776

Offeror's Name and Address

Bid Bond: Performance Bond: Payment Bond: Other:

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative:

DBE / ACDBE Requirements:

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

Pre-Submittal Conference * YES

* If YES, the Pre-Submittal conference will be held on **NOVEMBER 3, 2011** at 10:00 A.M. at FLEET OPERATIONS CONFERENCE ROOM, 329 S. FRIO, SAN ANTONIO, TX 78207.

Staff Contact Person: DEBRA STEVENS, CONTRACT COORDINATOR, P.O. Box 839966, San Antonio, TX 78283-3966
Email: DEBRA.STEVENS@SANANTONIO.GOV

SBEDA Contact Information: N/A, ,

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

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

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

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

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

Pre-Submittal Conference.

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

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

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

Changes to RFO.

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

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

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

Preparation of Offers.

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

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

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

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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

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

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

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

Rejection of Offers.

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

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

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

The offer is conditional; or

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

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

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

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

Evaluation and Award of Contract.

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

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

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

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

Prompt Payment Discount.

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

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

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

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

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

Conflict of Interest. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or offers, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Offeror should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your sealed offer. The Purchasing Division will not deliver the form to the City Clerk for you.

004 - SPECIFICATIONS / SCOPE OF SERVICES

Grappler Trucks

SPECIFICATIONS AND GENERAL REQUIREMENTS:

SCOPE: The City of San Antonio is issuing this Request for Offer (RFO) to furnish Brush Collection Grappler Trucks in accordance with the specifications listed herein. These vehicles include cab and chassis, brush body and knuckle boom loaders. They will be utilized for brush collection by the Solid Waste Management Department. This RFO is issued pursuant to cooperative purchasing contract number 358-10 through BuyBoard with Freightliner of San Antonio, who will provide the brush collection grappler truck cab and chassis (Freightliner) and contract 357-10 through BuyBoard with Waste Systems Equipment Co., who will provide the truck body, and knuckle boom loader (Waste Systems).

DELIVERY DATES:

- 1 Freightliner shall deliver a cab and chassis to Waste Systems no later than **75 days** after receipt of City's Purchase Order. Both parties shall execute and deliver to City a joint document confirming to City the date the cab and chassis is delivered to Waste Systems.
- 2 Waste Systems shall complete its installation of equipment and conversion no later than **105 days** after receipt of the Cab & Chassis from Freightliner, unless extension is granted in writing by the City's Director of Building and Equipment Services, or his designee. Waste Systems shall notify Freightliner of the date the conversion is completed and the unit ready for pick up by Freightliner, providing a copy of the notification to City.
- 3 Freightliner shall complete all work and deliver turnkey units to City no later than **180 days** after receipt of City's Purchase Order, unless extension is granted in writing by the City's Director of Building and Equipment Services, or his designee.

GENERAL DESCRIPTION OF SCOPE & SERVICES:

Background: The City of San Antonio is soliciting offers for Cabs & Chassis from Freightliner in accordance with the specifications listed herein. The City is also soliciting an offer from Waste Systems to add the truck body and knuckle boom loader to the cab & chassis.

Turnkey Delivery. The City desires a turnkey delivery for these grappler trucks. However, since the purchase of the cabs and chassis, and the bodies, will be performed by different parties (Freightliner and Waste Systems, respectively) pursuant to different cooperative contracts, the City requires the two vendors to work together to ensure the successful delivery of the final, turnkey units. By submitting an offer pursuant to this contract, Vendor is accepting these terms and conditions, acknowledging interdependence with the other vendor, and agreeing that payment shall only be made once the final unit is delivered to and accepted by the City. **CITY SHALL HAVE NO RESPONSIBILITY TO PAY OR PERFORM UNTIL SUCH TIME AS A TURNKEY UNIT IS ACCEPTED BY CITY.**

Nature of Contract Document. Due to the unique nature of this agreement, City is presenting identical contracts to both vendors for signature. It is understood by the parties that while many terms and conditions contained herein apply to both parties, some will, by their nature, be applicable to only one party. A party should disregard a provision that is inapplicable to that party. Should there be any doubt as to the applicability of a provision, same shall be resolved by City.

Responsibility of Vendors. Freightliner shall be responsible for delivery of the cab and chassis to the City after Waste Systems completes its conversion, with all equipment installed and operational. It is Freightliner's responsibility to coordinate delivery of the cab and chassis to Waste Systems and to retrieve the fully functional, converted cab and chassis and body from Waste Systems. Freightliner shall be responsible for resolving any issues regarding the cab and chassis and body, the conversion work, and the installed equipment prior to final delivery to City. Freightliner shall be responsible for the completion of pre-delivery inspections.

Representations from Freightliner. Freightliner hereby represents:

- a) that it takes full responsibility for ensuring problem free installation of equipment and conversion of the cab and chassis and body;

- b) that it shall coordinate and jointly take responsibility for any issues with the conversion and installation of equipment prior to delivering the completed truck to the City of San Antonio;

Representations from both vendors:

- a) Warranty Information: warranties will be serviced by the respective awarded vendor.

GENERAL CONDITIONS:

The following general conditions will apply to all items within this bid unless specifically excluded within any item. Equipment shall be manufacturer's latest design, standard production model and shall have been manufactured within the last twelve (12) months. All components shall be installed new, unused, and shall be manufacturer's standard equipment unless otherwise specified or replaced herein. Equipment is to be inspected, serviced, and adjusted in accordance with manufacturer's recommended pre-delivery checklist, and ready for operation upon delivery. Manufacturer's Statement of Origin (MSO) showing manufacture within the last 12 calendar months, and completed pre-delivery checklists for chassis and body will be required at delivery. Equipment offered under the below listed specifications will be considered unacceptable if, for any reason, the equipment's, or major component's, long term availability on the U.S. market, or in the local area, is in doubt.

Warranty and Parts – Dealer and manufacturer must provide the maximum standard manufacturer's warranty on all components parts and service included. All components, parts, and service are required to provide as a minimum **one year unlimited mileage/hour warranty**. All warranty times to start the date the vehicle is placed in service, not on the delivery date. The dealer will be notified by letter of the in-service date of each vehicle by serial number. Warranty will be fully explained by attaching separate, authenticated correspondence or entering such information in the remarks section of this bid. Warranty, reliability, and replacement captive parts costs and availability shall be a consideration in award of this bid. Warranty parts and service must be available within Bexar County or within a ten mile radius of Bexar County line and by a factory-authorized dealer identified below (NO EXCEPTIONS). All warranty repairs will be completed within three (3) days from the date equipment is delivered to the vendor unless otherwise approved by the appropriate City of San Antonio maintenance superintendent. Bidders will certify that all repairs needed after the warranty period will be available within Bexar County.

DEALER NAME: Terex Utilities, Inc.

ADDRESS: 142 Gembler Rd. San Antonio, Tx. 78219

Equipment Manuals – Successful bidder to furnish one set of operator manuals covering all major components of the vehicle (cab, chassis and bodies) for each unit delivered. Successful bidder shall also provide five (5) complete sets of operator and shop repair manuals or CD/DVDs for each item bid, to include all major components, or prepaid 8-year subscription to manufacturer's maintenance/parts web site at no cost to the City.

Owners/Service/Parts Manuals – An operator's manual per unit, to include two (2) parts and maintenance manuals per model of all equipment, accessories, and components will be required at time of delivery. **All software to diagnose and adjust engine, transmission, anti lock brakes and any systems that requires software must be included in this bid for two (2) repair centers.**

Delivery – All deliveries are to be made inside the City limits of San Antonio. Vendor must deliver equipment to Brooks City Base, 8220 Lindbergh Landing, Building 1106, San Antonio, TX 78235. Delivery to a non-specified location will result in non-acceptance of the equipment by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS. The Manufacturer's Statement of Origin (MSO), invoice and weight certification ticket are required upon delivery of each unit and before payment can be processed. Vehicles with more than 2000 miles accumulated on the odometer will not be accepted. All vehicles are required to have a full tank of fuel and DEF fluid, if applicable. Vehicles to be delivered with current State Inspection Decal.

All prices will be quoted F.O.B., designated City facility, freight prepaid. All bids will be submitted in triplicate and will include complete manufacturer's specifications for each model being bid. Successful vendor is required to notify the City of all production "cut-off" dates necessary for order submission.

All accessories and equipment will be OEM. The manufacturer will rate all equipment provided as low emission.

Air Conditioning -- Air conditioning with integral heater and defroster units supplied under this specification to be OEM installed and designed for use with R-134A refrigerant. System must be capable of maintaining a temperature inside the operator cab of 70° F or less with an ambient temperature of not less than 95° F with a relative humidity of not less than 90%. As a minimum, system must have a radiator-mounted condenser, 3-speed fan and variable thermostat. If radiator mounted condenser is not practical, remote mount must be approved by the Fleet Maintenance and Operations Manager before installation. Roof mounted units not acceptable. All air conditioner components to be compatible and recommended for end item.

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

A pre-bid conference will be conducted on November 3, 2011, at 10:00 A.M. Location will be at the Fleet Operations Conference Room, 329 S. Frio, San Antonio, Texas 78207.

Under this bid, the City reserves the right to reject any bids and to waive irregularities and any requirements of the bid if deemed to be in the best interest of the City.

ITEM	QUANTITY	DESCRIPTION
1	9 Each	Brush Collection Grappler Truck -- Chassis (Minimum GVWR 37,000-lbs.)

Engine --In line six (6) cylinder, minimum 8.0 liter, diesel, minimum 330 net HP rated at not more than 2400-RPM, producing a minimum of 1000-lb. ft. of gross torque rated at not more than 1400-RPM. Engines to be equipped with OEM or equal shut down control on high water temperature and low oil pressure. Electronic engine controls must have all necessary components and wiring to allow for complete operation of a power take off at a pre-determined RPM using an in-cab control (must be load sensitive). Maximum road speed to be electronically limited to **60-MPH +/-2-MPH**. Cruise control will not be activated. Engine will have automatic shut down feature enabled after 5-minutes of idle time.

Transmission -- Allison 3000-RDS or proven equal with manufacturer's 5 year, unlimited miles, warranty. Push button gear selector and transmission temperature gauge is required.

Front Axle -- Set back, minimum **14,000-lbs.** capacity with minimum 14,000-lbs. springs, hub piloted steel hubs, ends equipped for disc brakes, with Stemco or equal front wheel visible cap bearing oiler. Front shock absorbers to be heaviest duty available for specified axle.

Rear Axle -- Minimum **23,000-lbs.** capacity with **23,000-lbs.** spring capacity, minimum 4,000-lbs. multi leaf auxiliary springs, equipped with hub piloted steel hubs, ends equipped for disc brakes. Will be equipped with driver controlled differential lock (DCDL) with warning light and buzzer to indicate engagement located on dash. Stemco or equal oil rear seals. Drive train geared to attain 70-MPH +/- 2-MPH at full engine governed RPM.

Brakes -- Full air, disc brakes meeting or exceeding August 2011 Federal requirements, with dust shields and ABS brake control system. A minimum 12 CFM compressor, Midland Pure Air Plus Dryer Model DA33100 or equal with automatic drain valves Model KN24000 (no exceptions) and a manual drain valve on each tank. It is preferred that the air tanks be grouped together, easily accessible to an operator standing at the side of the truck. If not possible, all air tank drains shall be plumbed to a manifold system where drain valves are easily accessible at one location, easily accessible to an operator standing at the side of the truck. Spring set parking brakes on both rear axles. Quick connect coupling (Milton 747 or equal), connected to the emergency side of air system, to be located in a protected area near the front bumper.

Color -- OEM white.

Wheels & Tires -- Wheels to be 10-hole hub piloted steel disk wheel, 22.5 X 9.0, painted white. Tires -- 12R 22.5 minimum load range H, tubeless steel belted radial tires. Goodyear, G288 series, DuraSeal or approved equal. Loose wheel stud/lug indicators shall be installed on all wheels.

Two front tow hooks installed on frame and strengthened sufficiently to lift, pull, and tow truck without damaging bumper or other body parts. A wire rope, minimum 1-inch diameter, shall be provided and fastened to both tow hooks to attach tow equipment.

Frame – Minimum 3,200,000-RBM, full re-enforced, “C” channel, heat treated, 110,000-PSI steel.

Cooling System – Largest capacity radiator with automatic viscous or on/off fan clutch.

Electrical – Minimum 1800 CCA battery with a master battery cut-off switch located in the cab of vehicle and accessible from outside of driver door. Alternator shall be rated a minimum 130 amp capacity. To be equipped with oil pressure, water temperature, tachometer, hour meter, and volt or amp gauges. All wiring to be of high quality, abrasion resistant, and to be protected by looms or conduit and terminate in a watertight junction box (unprotected wiring is not acceptable). All wire terminals to be self-sealing and water proof. Jump start studs shall be provided and installed in an area easily accessible for use.

Lighting – All lights on cab and chassis and or bodies are to be of LED (Light Emitting Diode) type. If LED front turn signals are not available from the chassis OEM, standard lights may be used. Two strobe lights (WHELEN TIR-6, P/N 01-0663507A33B, SUPER-LED, 500 SERIES DIRECTIONAL WARNING LIGHT or proven equal) will be mounted as high as possible in the grill of the truck. **Two cab marker lights will be wired to be illuminated whenever the battery disconnect switch is in the on position.**

Fuel System – To be equipped with minimum capacity of 70-gallons, steel tank mounted on opposite side of truck as hydraulic reservoir. Fuel filtration system to include primary and secondary filter with water separator. Fuel filler neck is required to have a removable, full flow screen. Truck will be delivered with a full fuel tank and DEF fluid, if applicable.

Exhaust System – Muffler with horizontal exhaust tailpipe and defuser. Must extend to the rear of the vehicle to allow for a 22-foot body (termination within two feet of rear axle is acceptable.) A heat shield, installed under frame rails and around the muffler and exhaust pipes, to protect but not interfere with PTO, hydraulic pump or hoses and to keep excessive heat from radiating to the operator position.

Cab – Air ride suspension cab with running boards, tilt hood, and fenders, left and right hand cab grab handles, and manufacturer's standard AM/FM radio. Exterior sun visor, painted the same color as truck. Doors to have armrests. Units to be factory equipped with installed OEM air conditioner, integral heater, defroster units, insulated cab headliner, standard left and right side sun visor, left and right outside mirrors, motorized, west coast type, right and left hand, heavy-duty, 6-inches x 16-inches split focus, (approximately 2/3 flat area, 1/3 adjustable convex) breakaway type. Parabolic mirror installed on right front fender to provide view of obstacles on right side of truck from front bumper to rear wheels. Driver seat to be bucket type, National Cush-n-Aire or equal. Passenger seat to be non-suspension seat. Seat belt will be safety orange. Doors will have power windows and locks. Side and rear windows will have factory and the darkest allowable by law aftermarket tinting.

PTO – A transmission mounted PTO and direct, or driveline mounted, pump rated at the loader manufactures (Item 2 below) recommended pressure and GPM requirements, will be installed and compatible with the truck transmission (Allison -3000-RDS). The pump must not require more than 1,200-RPM to produce the optimal pressure and flow needed to operate the loader. Pump must be controlled through a speed device that will not allow engagement unless the engine is at idle and the truck transmission is in the neutral position. Pump/PTO must automatically disengage when transmission is shifted out of neutral or engine RPMs exceed 1,300-RPM. Hydraulic oil cooler will be provided.

Units to be equipped with the following additional equipment:

Minimum one (1) electrical and one (1) air horn that meets DOT standards.

Integral power steering

Turn indicators, front and rear, stop and tail lights

Windshield washers and variable speed wipers

Adjustable steering column

Cigar lighter/Power port for use with cell phone

Back up alarm

DOT reflector triangle kit securely mounted in cab

5-lb., ABC rated fire extinguisher securely mounted in cab

Bracket for 3 ½-gallon water cooler mounted at a location approved by Solid Waste Coordinator before delivery of the first unit.

Current State inspection decal

Decal showing the total height of the unit displayed on the dash.

One overhead mounted cab fan.

Cone rack mounted between cab and body.
 Power door windows and locks.
 Hour meter.
 Loose wheel stud/lug indicators

ITEM	QUANTITY	DESCRIPTION
2	9 Each	Truck Body, and Knuckle Boom Loader

SPECIFICATIONS - TRUCK BODIES:

Length – Approximately 22’ feet, sized to accept trash bucket in travel position with boom straight not more than 6-inches of empty space between rear end of bucket and tailgate with the boom in the horizontal position.

Inside Width – Minimum 94” inches.

Longitudinal Sills – Minimum 7-inch, 9.8-lb., high strength steel channel or 2” x 6” x ¼” inch structural tubing.

Cross Sills – Minimum 4” inches, formed box channel of “C” section high strength steel, 10-gauge, or 3” inch, 4.1-lb. structural channel. Sills to be installed on maximum 12” inch centers.

Side and End Rails – Minimum 5” inch deep, 10-gauge, 3” inch deep for units using 4.1-lb. structural channel.

Floor – Minimum 1/4-inch, steel tread plate for units with floor welded to cross members or minimum 3/16-inch, steel tread plate for units with a minimum of 5, floor support long sills, formed of minimum 12-gauge steel channel with floor welded to long sills. All welds may be stitched welded, no spot-welding. A 1/2-inch steel plate will be welded to the floor (bed width and 4-feet long) at the rear of floor and directly under the trash bucket travel position (opened, with jaws to the left and right sides of the body longitudinal centerline).

Lighting – All lighting and reflectors will meet or exceed D.O.T. requirements. Reflectors shall be attached with mechanical fasteners. Stop lights, turn signals, backup, marker, and clearance lights shall be LED-type and mounted to reduce the possibility of damage from contact with brush. Four, high intensity strobe lights (WHELEN TIR-6, P/N 01-0663507A33B, SUPER-LED, 500 SERIES DIRECTIONAL WARNING LIGHT or proven equal) to be installed, one in each corner of the tailgate. Strobe lights will be wired to operate whenever the ignition switch is in the on position. Amber mid-ship clearance/turn signal lights shall be mounted on both sides of body.

Sides and Head – Body sides and head to be manufactured of 10-gauge steel (minimum ASTM A-570) with a 3-inch wide return type rolled upper rail. Single piece construction of sides is desirable. Two-piece construction is acceptable only if seams are vertical and centered on the body with one additional vertical brace centered and welded to the outside of the seam. Heads will be of single piece construction. Side vertical braces (minimum 7), evenly spaced each side for structural channel, formed, 6-inch x 3-inch channel, manufactured of minimum 10-gauge steel, firmly welded to sides and floor. Head to have a minimum of two such vertical braces evenly spaced from sides and center. Sides and head to be bed length and 48-inches high from bed level. All sides, head, and braces, to be welded to body floor. Self-cleaning sides will be installed to outside of bed (minimum 10-gauge material) at approximately a 45 degree angle. Install minimum 3/16-inch plates on inside of bed to form self-cleaning floor at approximately 45 degrees. Ends of self-cleaning sides must be completely boxed. All welds to be continuous, no spot-welding. Designs using 4-inch X 3-inch box tubing instead of 3-inch wide return type rolled upper rails are acceptable if such tubing is installed using a continuous weld from front to rear at the upper edge of the body so that ends are completely boxed.

Tailgate – Barn door type, hinged at right side of tailgate allowing tailgate to swing out fully to right side of trailer. Four hinges, evenly spaced from top to bottom, with minimum ½-inch hinge pins. Heavy-duty provisions to secure door in full open position against body side required. Tailgate to be manufactured of minimum 10-gauge steel with boxed type reinforcements on all sides with basic sheet wrapped over top and under bottom. Base section must be sloped to form a dirt-free self-cleaning edge. A positive firm locking latch, which can be operated from ground level, will be used to secure the doors in the closed position. Minimum three (3) each, ratchet type cam locks, along with guides to be installed on left side of door to ensure proper door closure. Design of door must include support of door on body platform instead of sides when door are closed. All hinges will have Zerk fittings to facilitate lubrication.

Tool Box – A lockable, watertight, toolbox, approximately 18-inches high X 20-inches wide X 18-inches deep to be mounted on the left side of frame, under the body.

Sand Box – A metal container to carry approximately 200 lb. of sand will be attached to the sidewalk side of the truck. Exact location will be determined with first article.

Paint – Body must be properly cleaned and prepared prior to painting. Primer coat to be thoroughly dry prior to final two coats. Body color will be Medium Grey Metallic, Sherwin-Williams, Dimensions, urethane enamel, paint code – DFP386, mix code - # 50374

All components to be designed, installed, tested, and adjusted prior to delivery. Unit to be fully functional and ready for use upon delivery.

SPECIFICATIONS - HYDRAULIC LOADERS:

Construction – High tensile strength steel used in all major structural members such as A-frame legs, boom ears, boom spars, and stabilizers. Positive lubrication must be available to each wear point.

Boom rotation must be made through a hydraulic rotary drive motor. Elevation and knuckling of boom and operation of stabilizing outrigger jacks will be through double acting hydraulic cylinders with controls located at the operator's platform. All movements – swing, knuckle, lift, rotate, and bucket action will be able to be accomplished simultaneously without jerking or other unnatural actions of the loader. A two stage pump will be provided to meet this requirement. All boom and outrigger pivot points to have bronze, brass, or steel bushings with grease fittings.

Boom Length – Maximum 23-feet, minimum 22-feet, without telescoping boom.

Boom Elevation – Minimum 75-degrees above horizontal.

A minimum 24" inch work space will be maintained between back of cab and loader and a minimum 12" inch work space between loader and body..

Outriggers to be hydraulic telescoping type with stabilizer pads, individually adjustable for operating height. Outside shell of out riggers will be braced/reinforced t prevent bowing. Replaceable wear blocks and/or an effective lubrication system will be installed to prevent excessive wear of the internal leg of the outrigger. Edges of stabilizer pads will curve up to prevent gouging street material.

A safety switch will be installed on each outrigger to prevent operator from using crane without outriggers in place. An additional safety device with 90-decibel audio alarm will be installed to prevent operator from operating crane when extended outriggers are lifting the vehicle above the stabilization point. Two eye hooks capable of securing outriggers in the travel mode will be installed as back up for hydraulic failure.

Rotation of Boom – 360 degree continuous rotation. An electrical Collector will be installed to ensure electrical wiring will not be damaged by continuous rotation of the boom. A boom lock will be installed at the operator station to prevent boom swing during transport.

Swivel Couplings – Hoses must be equipped with swivel couplings which prevent twisting of hoses when boom is swung through its entire rotational arc.

Construction – High tensile strength steel used in all major structural members such as a-frame legs, boom ears, boom spars, and stabilizers. Positive lubrication must be available to each wear point.

Trash Bucket – Combination type bucket designed for solid waste and brush collection with fully enclosed sides. Bucket to be Rotobec model 045W (City of San Antonio option to include curved jaws and special closing cylinders). A hydraulic rotator with continuous rotation and U-joint with adjustable brakes to control excess oscillation and swinging of the bucket are required. Cylinders, hoses, and hydraulic lines must be protected from debris protruding through bucket with steel plates. Hoses will also be covered with anti-wear material.

Hydraulic Reservoir/Lines – Minimum 47-gallon capacity, metal reservoir. Reservoir to be frame mounted with replaceable spin on hydraulic filter(s). Minimum 100-mesh strainer to be installed in the suction outlet and a minimum 10-micron filter installed in the return line. An accessible magnet to be installed in tank to eliminate

contamination. One quarter (1/4) turn ball valves to be installed on suction and return lines to isolate reservoir. Unit to be equipped with sight gauge and filtered breather.

Minimum 2-inches upper and lower steel plates will be used to mount the crane to the vehicle frame. The frame will be reinforced with minimum 3-inches braces located adjacent to the mounting bolts, with stops welded on chassis frame to prevent sliding.

Minimum lifting capacity less bucket:	<u>LOAD</u>	<u>RADIUS FROM CENTER</u>
	5,400-lbs	15-feet
	8,000-lbs	10-feet

Additional Requirements:

Install a safety cradle around operator seat approximately 3-inches wider than seat, level with the seat in the folded position, and not more than 18" inches to the rear. Material to be 1-1/4 inches steel tubing firmly mounted and must not interfere with operator's range of motion.

Install a safety belt on operator's seat. Safety belt will be safety orange.

All safety equipment required to meet Federal and State safety standards to include under ride protection and conspicuity markings will be furnished and installed.

Ladders to provide access to work station on left and right side of loader, configured with minimum of 4 non-slip step, minimum 1-inch tread depth. Ladders will angle towards loader from bottom rail. Hand rails will be provided.

A switch, easily accessible to the crane operator, to sound a signaling device. Signal must be loud enough to be heard over the loader during operation.

Boom guards will be installed on both boom segments.

Acceptable Model -- Rotobec Elite Loader

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

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

Damages for Delay:

The Parties agree that the actual damages that might be sustained by the City by reason of the breach by Vendor of its covenant to make delivery within the deadlines specified herein, whether delivery to the other vendor for completion of that vendor's work, or delivery to City, are uncertain and would be difficult of ascertainment, and that the sum of \$100.00 per day for each day delivery by said Vendor is late would be a reasonable compensation for such breach. Vendor hereby promises to pay, and the City hereby agrees to accept, such sum as liquidated damages, and not as a penalty, in the event of such breach. Furthermore, Parties agree that City may withhold said liquidated damages from any payments due to Vendor hereunder. The liquidated damages described herein are only assessable against the party causing the delay.

Cooperative Contract Provisions.

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

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

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

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

Exhibit I – All applicable terms and conditions of the Cooperative Purchasing Contract number FOR RELEVANT VENDOR through BUYBOARD.

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

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

Warranty.

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

Rejection of Disclaimers of Warranties & Limitations Of Liability.

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

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

Invoicing and Payment.

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

Information Required On Invoice.

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

Payment by City.

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

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

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

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

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

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

Termination.

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

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

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

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

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

INDEMNIFICATION.

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

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

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

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

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

Records Retention.

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

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

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

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

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

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

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

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

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

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

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

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

007 - SIGNATURE PAGE

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

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

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

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

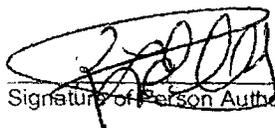
to the best of his/her knowledge, all information is true and correct.

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

Offeror Information

Please Print or Type

Vendor ID No.	V1002310
Signer's Name	R. L. Eastland
Name of Business	Waste Systems Equipment
Street Address	10028 Tanner Rd.
City, State, Zip Code	Houston, TX. 77041
Email Address	bob@wastesystemsequipment.com
Telephone No.	(713) 939-0200
Fax No.	(713) 939-0718
City's Solicitation No.	6100000776



Signature of Person Authorized to Sign Offer

008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

009 - ATTACHMENTS

PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1	9 Each	Brush Collection Grappler Truck-Chassis (Minimum GVWR 37,000-lbs.)

PRICE EACH: \$ _____ \$ _____ TOTAL

YEAR, MAKE & MODEL CAB & CHASSIS: _____

CAB & CHASSIS WARRANTY: _____

SPECIFIC MAKE & MODEL OF ENGINE OFFERED (INCLUDE SAE NET HP):

ENGINE WARRANTY: _____

SPECIFIC MAKE & MODEL OF TRANSMISSION OFFERED:

TRANSMISSION WARRANTY: _____

ALL SOFTWARE TO DIAGNOSE AND ADJUST ENGINE, TRANSMISSION, ANTI LOCK BRAKES AND ANY SYSTEMS THAT REQUIRES SOFTWARE MUST BE INCLUDED IN THIS BID FOR TWO (2) REPAIR CENTERS

DIAGNOSTIC SOFTWARE LICENSES:

QUANTITY: 2

\$ _____ PRICE EACH \$ _____ PRICE TOTAL

OPTIONAL SOFTWARE RENEWAL:

1 - YEAR DIAGNOSTIC SOFTWARE RENEWAL LICENSES:

QUANTITY: 2

\$ _____ PRICE EACH \$ _____ PRICE TOTAL

TOTAL COOPERATIVE FEE: \$ _____

DELIVERY: Delivery will be made within _____ calendar days after receipt of purchase order

(Deliveries over 180 days are unacceptable)

PRODUCTION CUT-OFF DATE: _____

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: _____

BID PRICES SHALL REMAIN FIRM FOR ALL ORDERS PLACED PRIOR TO THIS CUT OFF DATE. IN THE EVENT THAT CITY DOES NOT AWARD A CONTRACT PRIOR TO PRODUCTION CUT OFF DATE, CAN BIDDER PROVIDE BID ITEMS, AT THE BID PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF DATE? _____

ITEM	QUANTITY	DESCRIPTION
2	9 Each	Truck Body, and Knuckle Boom Loader

PRICE EACH: \$67,857.12 \$610,714.08 TOTAL

MAKE & MODEL OF LOADER: Rotobec Elite XT

BODY WARRANTY: One (1) year, Terex Utilities, Inc.
142 Gembler Rd.
San Antonio, TX. 78219

COOPERATIVE FEE: \$ 400.00

PRODUCTION CUT-OFF DATE: May 31, 2012

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: May 31, 2012.

BID PRICES SHALL REMAIN FIRM FOR ALL ORDERS PLACED PRIOR TO THIS CUT OFF DATE. IN THE EVENT THAT CITY DOES NOT AWARD A CONTRACT PRIOR TO PRODUCTION CUT OFF DATE, CAN BIDDER PROVIDE BID ITEMS, AT THE BID PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF DATE? Yes



CITY OF SAN ANTONIO

P.O. Box 839966
SAN ANTONIO, TEXAS 78283-3966

ADDENDUM II

SUBJECT: Grappler Trucks Request for Offer (RFO 6100000776) scheduled to open: November 10, 2011;
date of issue: October 28, 2011.

FROM: Jennifer Wood, CPPB, Procurement Manager

DATE: November 07, 2011

This notice shall serve as Addendum No. II, to the above-referenced Request for Offer and shall become part of the original proposal package and must be returned with proposal on or before the due date.

THE ABOVE MENTIONED REQUEST FOR OFFER IS HEREBY AMENDED AS FOLLOWS:

1. Page 9, GENERAL CONDITIONS, add Paragraph after "Equipment Manuals" to read as:

"Owners/Service/Parts Manuals – An operator’s manual per unit, to include two (2) parts and maintenance manuals per model of all equipment, accessories, and components will be required at time of delivery. All software to diagnose and adjust engine, transmission, anti lock brakes and any systems that requires software must be included in this bid for two (2) repair centers."

****THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH THE PROPOSAL PACKAGE****

Jennifer Wood, CPPB, Procurement Manager
Finance Department – Procurement Division

Date NOVEMBER 9, 2011

Company Name WASTE SYSTEMS EQUIPMENT, INC

Address PO BOX 40878

City/State/Zip Code HOUSTON, TEXAS 77240

Signature



CITY OF SAN ANTONIO

P.O. Box 839966
SAN ANTONIO, TEXAS 78283-3966

ADDENDUM I

SUBJECT: Grappler Trucks Request for Offer (RFO 6100000776) scheduled to open: November 10, 2011;
date of issue: October 28, 2011.

FROM: Jennifer Wood, CPPB, Procurement Manager

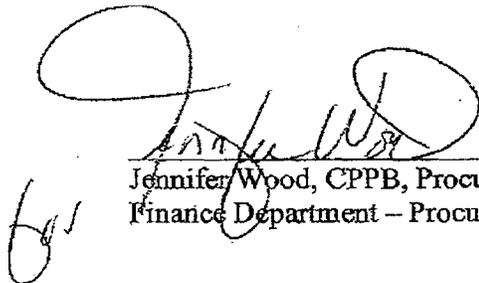
DATE: November 04, 2011

This notice shall serve as Addendum No. I, to the above-referenced Request for Offer and shall become part of the original proposal package and must be returned with proposal on or before the due date.

THE ABOVE MENTIONED REQUEST FOR OFFER IS HEREBY AMENDED AS FOLLOWS:

1. **Page 9, SPECIFICATIONS: GENERAL CONDITIONS: Delivery**
Change Sentence 4 to read: Vehicles with more than 2000 miles accumulated on the odometer will not be accepted.
2. **Page 10, Item 1: CHASSIS SPECIFICATIONS: Wheel & Tires**
Change Sentence 1 and 2 to read: Wheels to be 10-hole hub piloted steel disk wheel, 22.5 X 9.0, painted white. Tires – 12R 22.5 minimum load range H, tubeless steel belted radial tires.
3. **Page 12, Item 2: TRUCK BODIES SPECIFICATIONS: Floor**
Change Sentence 2 to read: All welds may be stitched welded, not spot-welding.
4. **Page 13, SPECIFICATIONS – HYDRAULIC LOADERS:**
Change Sentence 5 to read: A minimum 24” inch work space will be maintained between back of cab and loader and a minimum 12” inch work space between loader and body.
5. **Page 13, SPECIFICATIONS – HYDRAULIC LOADERS: Hydraulic Reservoir/Lines - Delete last sentence.**
6. **Page 13, SPECIFICATIONS – HYDRAULIC LOADERS: Additional Requirements:**
Change Sentence 2 to read: Material to be 1-1/4 inches steel tubing firmly mounted and must not interfere with operator’s range of motion.

****THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH THE PROPOSAL PACKAGE****


for

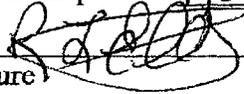
Jennifer Wood, CPPB, Procurement Manager
Finance Department – Procurement Division

Date November 9, 2011

Company Name Waste Systems Equipment, Inc

Address PO Box 40878

City/State/Zip Code Houston, Texas 77240


Signature

CITY OF SAN ANTONIO

OFFICE OF THE CITY ATTORNEY
Enid Howard, Assistant City Attorney
P.O. Box 839966
San Antonio, Texas 78283

tel.: (210) 207-8990
fax: (210) 207-4004
e-mail: enid.howard@sanantonio.gov

December 1, 2011

Mr. Alex Montgomery
6923 San Pedro Avenue, Apt. 116
San Antonio, Texas 78216

RE: December 13, 2011 Municipal Civil Service Hearing Witness List

Dear Mr. Montgomery:

Please be advised that the City of San Antonio intends to call the following witnesses for the December 13, 2011 Municipal Civil Service Hearing (Suspension):

1. Sumner Baumgardner-City of San Antonio, Metropolitan Health District, 332 W. Commerce, San Antonio, Texas 78205 (210) 207-8830
2. Jason Guzman- City of San Antonio, Metropolitan Health District, 332 W. Commerce, San Antonio, Texas 78205 (210) 207-8830
3. Debra Liu- Metropolitan Health District, 332 W. Commerce, San Antonio, Texas 78205 (210) 207-8830
4. Charles Pruski- Metropolitan Health District, 332 W. Commerce, San Antonio, Texas 78205 (210) 207-8830
5. Stephen Barscewski- Metropolitan Health District, 332 W. Commerce, San Antonio, Texas 78205 (210) 207-4079
6. Amanda Wilson- Metropolitan Health District, 332 W. Commerce, San Antonio, Texas 78205 (210) 207-8830
7. Jerry Trevino- Metropolitan Health District, 332 W. Commerce, San Antonio, Texas 78205 (210) 207-8830

Thank you for your attention to this matter. If you have any concerns regarding this witness list, please do not hesitate to contact me.

Sincerely,

Enid Howard



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR OFFER ("RFO") NO.: 6100000776

GRAPPLER TRUCKS

Date Issued: OCTOBER 28, 2011

RESPONSES MUST BE RECEIVED NO LATER THAN:
10:00 AM NOVEMBER 10, 2011

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

Address for hard copy responses:

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

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

For Hard Copy Submissions, Mark Envelope
"GRAPPLER TRUCKS"
Offer Due Date: 10:00 A.M., NOVEMBER 10, 2011
RFO No.: 6100000776
Offeror's Name and Address

COPY

Bid Bond: Performance Bond: Payment Bond: Other:

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: DBE / ACDBE Requirements:

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

Pre-Submittal Conference * YES

* If YES, the Pre-Submittal conference will be held on **NOVEMBER 3, 2011** at 10:00 A.M. at FLEET OPERATIONS CONFERENCE ROOM, 329 S. FRIO, SAN ANTONIO, TX 78207.

Staff Contact Person: DEBRA STEVENS, CONTRACT COORDINATOR, P.O. Box 839966, San Antonio, TX 78283-3966
Email: DEBRA.STEVENS@SANANTONIO.GOV

SBEDA Contact Information: N/A, ,

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

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

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

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

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

Pre-Submittal Conference.

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

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

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

Changes to RFO.

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

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

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

Preparation of Offers.

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

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

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

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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

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

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

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

Rejection of Offers.

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

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

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

The offer is conditional; or

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

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

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

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

Evaluation and Award of Contract.

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

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

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

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

Prompt Payment Discount.

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

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

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

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

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

Conflict of Interest. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or offers, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Offeror should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your sealed offer. The Purchasing Division will not deliver the form to the City Clerk for you.

004 - SPECIFICATIONS / SCOPE OF SERVICES

Grappler Trucks

SPECIFICATIONS AND GENERAL REQUIREMENTS:

SCOPE: The City of San Antonio is issuing this Request for Offer (RFO) to furnish Brush Collection Grappler Trucks in accordance with the specifications listed herein. These vehicles include cab and chassis, brush body and knuckle boom loaders. They will be utilized for brush collection by the Solid Waste Management Department. This RFO is issued pursuant to cooperative purchasing contract number 358-10 through BuyBoard with Freightliner of San Antonio, who will provide the brush collection grapppler truck cab and chassis (Freightliner) and contract 357-10 through BuyBoard with Waste Systems Equipment Co., who will provide the truck body, and knuckle boom loader (Waste Systems).

DELIVERY DATES:

- 1 Freightliner shall deliver a cab and chassis to Waste Systems no later than **75 days** after receipt of City's Purchase Order. Both parties shall execute and deliver to City a joint document confirming to City the date the cab and chassis is delivered to Waste Systems.
- 2 Waste Systems shall complete its installation of equipment and conversion no later than **105 days** after receipt of the Cab & Chassis from Freightliner, unless extension is granted in writing by the City's Director of Building and Equipment Services, or his designee. Waste Systems shall notify Freightliner of the date the conversion is completed and the unit ready for pick up by Freightliner, providing a copy of the notification to City.
- 3 Freightliner shall complete all work and deliver turnkey units to City no later than **180 days** after receipt of City's Purchase Order, unless extension is granted in writing by the City's Director of Building and Equipment Services, or his designee.

GENERAL DESCRIPTION OF SCOPE & SERVICES:

Background: The City of San Antonio is soliciting offers for Cabs & Chassis from Freightliner in accordance with the specifications listed herein. The City is also soliciting an offer from Waste Systems to add the truck body and knuckle boom loader to the cab & chassis.

Turnkey Delivery. The City desires a turnkey delivery for these grapppler trucks. However, since the purchase of the cabs and chassis, and the bodies, will be performed by different parties (Freightliner and Waste Systems, respectively) pursuant to different cooperative contracts, the City requires the two vendors to work together to ensure the successful delivery of the final, turnkey units. By submitting an offer pursuant to this contract, Vendor is accepting these terms and conditions, acknowledging interdependence with the other vendor, and agreeing that payment shall only be made once the final unit is delivered to and accepted by the City. **CITY SHALL HAVE NO RESPONSIBILITY TO PAY OR PERFORM UNTIL SUCH TIME AS A TURNKEY UNIT IS ACCEPTED BY CITY.**

Nature of Contract Document. Due to the unique nature of this agreement, City is presenting identical contracts to both vendors for signature. It is understood by the parties that while many terms and conditions contained herein apply to both parties, some will, by their nature, be applicable to only one party. A party should disregard a provision that is inapplicable to that party. Should there be any doubt as to the applicability of a provision, same shall be resolved by City.

Responsibility of Vendors. Freightliner shall be responsible for delivery of the cab and chassis to the City after Waste Systems completes its conversion, with all equipment installed and operational. It is Freightliner's responsibility to coordinate delivery of the cab and chassis to Waste Systems and to retrieve the fully functional, converted cab and chassis and body from Waste Systems. Freightliner shall be responsible for resolving any issues regarding the cab and chassis and body, the conversion work, and the installed equipment prior to final delivery to City. Freightliner shall be responsible for the completion of pre-delivery inspections.

Representations from Freightliner. Freightliner hereby represents:

- a) that it takes full responsibility for ensuring problem free installation of equipment and conversion of the cab and chassis and body;

- b) that it shall coordinate and jointly take responsibility for any issues with the conversion and installation of equipment prior to delivering the completed truck to the City of San Antonio;

Representations from both vendors:

- a) Warranty Information: warranties will be serviced by the respective awarded vendor.

GENERAL CONDITIONS:

The following general conditions will apply to all items within this bid unless specifically excluded within any item. Equipment shall be manufacturer's latest design, standard production model and shall have been manufactured within the last twelve (12) months. All components shall be installed new, unused, and shall be manufacturer's standard equipment unless otherwise specified or replaced herein. Equipment is to be inspected, serviced, and adjusted in accordance with manufacturer's recommended pre-delivery checklist, and ready for operation upon delivery. Manufacturer's Statement of Origin (MSO) showing manufacture within the last 12 calendar months, and completed pre-delivery checklists for chassis and body will be required at delivery. Equipment offered under the below listed specifications will be considered unacceptable if, for any reason, the equipment's, or major component's, long term availability on the U.S. market, or in the local area, is in doubt.

Warranty and Parts – Dealer and manufacturer must provide the maximum standard manufacture's warranty on all components parts and service included. All components, parts, and service are required to provide as a minimum **one year unlimited mileage/hour warranty**. All warranty times to start the date the vehicle is placed in service, not on the delivery date. The dealer will be notified by letter of the in-service date of each vehicle by serial number. Warranty will be fully explained by attaching separate, authenticated correspondence or entering such information in the remarks section of this bid. Warranty, reliability, and replacement captive parts costs and availability shall be a consideration in award of this bid. Warranty parts and service must be available within Bexar County or within a ten mile radius of Bexar County line and by a factory-authorized dealer identified below (NO EXCEPTIONS). All warranty repairs will be completed within three (3) days from the date equipment is delivered to the vendor unless otherwise approved by the appropriate City of San Antonio maintenance superintendent. Bidders will certify that all repairs needed after the warranty period will be available within Bexar County.

Freightliner of San Antonio, Ltd.

DEALER NAME: _____

ADDRESS: 8700 IH 10 East, Converse, Texas 78109

Equipment Manuals – Successful bidder to furnish one set of operator manuals covering all major components of the vehicle (cab, chassis and bodies) for each unit delivered. Successful bidder shall also provide five (5) complete sets of operator and shop repair manuals or CD/DVDs for each item bid, to include all major components, or prepaid 8-year subscription to manufacturer's maintenance/parts web site at no cost to the City.

Owners/Service/Parts Manuals – An operator's manual per unit, to include two (2) parts and maintenance manuals per model of all equipment, accessories, and components will be required at time of delivery. **All software to diagnose and adjust engine, transmission, anti lock brakes and any systems that requires software must be included in this bid for two (2) repair centers.**

Delivery – All deliveries are to be made inside the City limits of San Antonio. Vendor must deliver equipment to Brooks City Base, 8220 Lindbergh Landing, Building 1106, San Antonio, TX 78235. Delivery to a non-specified location will result in non-acceptance of the equipment by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS. The Manufacturer's Statement of Origin (MSO), invoice and weight certification ticket are required upon delivery of each unit and before payment can be processed. Vehicles with more than 2000 miles accumulated on the odometer will not be accepted. All vehicles are required to have a full tank of fuel and DEF fluid, if applicable. Vehicles to be delivered with current State Inspection Decal.

All prices will be quoted F.O.B., designated City facility, freight prepaid. All bids will be submitted in triplicate and will include complete manufacturer's specifications for each model being bid. Successful vendor is required to notify the City of all production "cut-off" dates necessary for order submission.

All accessories and equipment will be OEM. The manufacturer will rate all equipment provided as low emission.

Air Conditioning – Air conditioning with integral heater and defroster units supplied under this specification to be OEM installed and designed for use with R-134A refrigerant. System must be capable of maintaining a temperature inside the operator cab of 70° F or less with an ambient temperature of not less than 95° F with a relative humidity of not less than 90%. As a minimum, system must have a radiator-mounted condenser, 3-speed fan and variable thermostat. If radiator mounted condenser is not practical, remote mount must be approved by the Fleet Maintenance and Operations Manager before installation. Roof mounted units not acceptable. All air conditioner components to be compatible and recommended for end item.

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

A pre-bid conference will be conducted on November 3, 2011, at 10:00 A.M. Location will be at the Fleet Operations Conference Room, 329 S. Frio, San Antonio, Texas 78207.

Under this bid, the City reserves the right to reject any bids and to waive irregularities and any requirements of the bid if deemed to be in the best interest of the City.

ITEM	QUANTITY	DESCRIPTION
1	9 Each	Brush Collection Grappler Truck -- Chassis (Minimum GVWR 37,000-lbs.)

Engine –In line six (6) cylinder, minimum 8.0 liter, diesel, minimum 330 net HP rated at not more than 2400-RPM, producing a minimum of 1000-lb. ft. of gross torque rated at not more than 1400-RPM. Engines to be equipped with OEM or equal shut down control on high water temperature and low oil pressure. Electronic engine controls must have all necessary components and wiring to allow for complete operation of a power take off at a pre-determined RPM using an in-cab control (must be load sensitive). Maximum road speed to be electronically limited to **60-MPH +/-2-MPH**. Cruise control will not be activated. Engine will have automatic shut down feature enabled after 5-minutes of idle time.

Transmission – Allison 3000-RDS or proven equal with manufacturer's 5 year, unlimited miles, warranty. Push button gear selector and transmission temperature gauge is required.

Front Axle – Set back, minimum **14,000-lbs.** capacity with minimum 14,000-lbs. springs, hub piloted steel hubs, ends equipped for disc brakes, with Stemco or equal front wheel visible cap bearing oiler. Front shock absorbers to be heaviest duty available for specified axle.

Rear Axle – Minimum **23,000-lbs.** capacity with **23,000-lbs.** spring capacity, minimum 4,000-lbs. multi leaf auxiliary springs, equipped with hub piloted steel hubs, ends equipped for disc brakes. Will be equipped with driver controlled differential lock (DCDL) with warning light and buzzer to indicate engagement located on dash. Stemco or equal oil rear seals. Drive train geared to attain 70-MPH +/- 2-MPH at full engine governed RPM.

Brakes – Full air, disc brakes meeting or exceeding August 2011 Federal requirements, with dust shields and ABS brake control system. A minimum 12 CFM compressor, Midland Pure Air Plus Dryer Model DA33100 or equal with automatic drain valves Model KN24000 (no exceptions) and a manual drain valve on each tank. It is preferred that the air tanks be grouped together, easily accessible to an operator standing at the side of the truck. If not possible, all air tank drains shall be plumbed to a manifold system where drain valves are easily accessible at one location, easily accessible to an operator standing at the side of the truck. Spring set parking brakes on both rear axles. Quick connect coupling (Milton 747 or equal), connected to the emergency side of air system, to be located in a protected area near the front bumper.

Color – OEM white.

Wheels & Tires – Wheels to be 10-hole hub piloted steel disk wheel, 22.5 X 9.0, painted white. Tires – 12R 22.5 minimum load range H, tubeless steel belted radial tires. Goodyear, G288 series, DuraSeal or approved equal. Loose wheel stud/lug indicators shall be installed on all wheels.

Two front tow hooks installed on frame and strengthened sufficiently to lift, pull, and tow truck without damaging bumper or other body parts. A wire rope, minimum 1-inch diameter, shall be provided and fastened to both tow hooks to attach tow equipment.

Frame – Minimum 3,200,000-RBM, full re-enforced, “C” channel, heat treated, 110,000-PSI steel.

Cooling System – Largest capacity radiator with automatic viscous or on/off fan clutch.

Electrical – Minimum 1800 CCA battery with a master battery cut-off switch located in the cab of vehicle and accessible from outside of driver door. Alternator shall be rated a minimum 130 amp capacity. To be equipped with oil pressure, water temperature, tachometer, hour meter, and volt or amp gauges. All wiring to be of high quality, abrasion resistant, and to be protected by looms or conduit and terminate in a watertight junction box (unprotected wiring is not acceptable). All wire terminals to be self-sealing and water proof. Jump start studs shall be provided and installed in an area easily accessible for use.

Lighting -- All lights on cab and chassis and or bodies are to be of LED (Light Emitting Diode) type. If LED front turn signals are not available from the chassis OEM, standard lights may be used. Two strobe lights (WHELEN TIR-6, P/N 01-0663507A33B, SUPER-LED, 500 SERIES DIRECTIONAL WARNING LIGHT or proven equal) will be mounted as high as possible in the grill of the truck. **Two cab marker lights will be wired to be illuminated whenever the battery disconnect switch is in the on position.**

Fuel System – To be equipped with minimum capacity of 70-gallons, steel tank mounted on opposite side of truck as hydraulic reservoir. Fuel filtration system to include primary and secondary filter with water separator. Fuel filler neck is required to have a removable, full flow screen. Truck will be delivered with a full fuel tank and DEF fluid, if applicable.

Exhaust System – Muffler with horizontal exhaust tailpipe and defuser. Must extend to the rear of the vehicle to allow for a 22-foot body (termination within two feet of rear axle is acceptable.) A heat shield, installed under frame rails and around the muffler and exhaust pipes, to protect but not interfere with PTO, hydraulic pump or hoses and to keep excessive heat from radiating to the operator position.

Cab – Air ride suspension cab with running boards, tilt hood, and fenders, left and right hand cab grab handles, and manufacturer's standard AM/FM radio. Exterior sun visor, painted the same color as truck. Doors to have armrests. Units to be factory equipped with installed OEM air conditioner, integral heater, defroster units, insulated cab headliner, standard left and right side sun visor, left and right outside mirrors, motorized, west coast type, right and left hand, heavy-duty, 6-inches x 16-inches split focus, (approximately 2/3 flat area, 1/3 adjustable convex) breakaway type. Parabolic mirror installed on right front fender to provide view of obstacles on right side of truck from front bumper to rear wheels. Driver seat to be bucket type, National Cush-n-Aire or equal. Passenger seat to be non-suspension seat. Seat belt will be safety orange. Doors will have power windows and locks. Side and rear windows will have factory and the darkest allowable by law aftermarket tinting.

PTO – A transmission mounted PTO and direct, or driveline mounted, pump rated at the loader manufactures (Item 2 below) recommended pressure and GPM requirements, will be installed and compatible with the truck transmission (Allison -3000-RDS). The pump must not require more than 1,200-RPM to produce the optimal pressure and flow needed to operate the loader. Pump must be controlled through a speed device that will not allow engagement unless the engine is at idle and the truck transmission is in the neutral position. Pump/PTO must automatically disengage when transmission is shifted out of neutral or engine RPMs exceed 1,300-RPM. Hydraulic oil cooler will be provided.

Units to be equipped with the following additional equipment:

Minimum one (1) electrical and one (1) air horn that meets DOT standards.

Integral power steering

Turn indicators, front and rear, stop and tail lights

Windshield washers and variable speed wipers

Adjustable steering column

Cigar lighter/Power port for use with cell phone

Back up alarm

DOT reflector triangle kit securely mounted in cab

5-lb., ABC rated fire extinguisher securely mounted in cab

Bracket for 3 ½-gallon water cooler mounted at a location approved by Solid Waste Coordinator before delivery of the first unit.

Current State inspection decal

Decal showing the total height of the unit displayed on the dash.

One overhead mounted cab fan.

Cone rack mounted between cab and body.
 Power door windows and locks.
 Hour meter.
 Loose wheel stud/lug indicators

ITEM	QUANTITY	DESCRIPTION
2	9 Each	Truck Body, and Knuckle Boom Loader

SPECIFICATIONS - TRUCK BODIES:

Length – Approximately 22' feet, sized to accept trash bucket in travel position with boom straight not more than 6-inches of empty space between rear end of bucket and tailgate with the boom in the horizontal position.

Inside Width – Minimum 94" inches.

Longitudinal Sills – Minimum 7-inch, 9.8-lb., high strength steel channel or 2" x 6" x ¼" inch structural tubing.

Cross Sills – Minimum 4" inches, formed box channel of "C" section high strength steel, 10-gauge, or 3" inch, 4.1-lb. structural channel. Sills to be installed on maximum 12" inch centers.

Side and End Rails – Minimum 5" inch deep, 10-gauge, 3" inch deep for units using 4.1-lb. structural channel.

Floor – Minimum 1/4-inch, steel tread plate for units with floor welded to cross members or minimum 3/16-inch, steel tread plate for units with a minimum of 5, floor support long sills, formed of minimum 12-gauge steel channel with floor welded to long sills. All welds may be stitched welded, no spot-welding. A 1/2-inch steel plate will be welded to the floor (bed width and 4-feet long) at the rear of floor and directly under the trash bucket travel position (opened, with jaws to the left and right sides of the body longitudinal centerline).

Lighting – All lighting and reflectors will meet or exceed D.O.T. requirements. Reflectors shall be attached with mechanical fasteners. Stop lights, turn signals, backup, marker, and clearance lights shall be LED-type and mounted to reduce the possibility of damage from contact with brush. Four, high intensity strobe lights (WHELEN TIR-6, P/N 01-0663507A33B, SUPER-LED, 500 SERIES DIRECTIONAL WARNING LIGHT or proven equal) to be installed, one in each corner of the tailgate. Strobe lights will be wired to operate whenever the ignition switch is in the on position. Amber mid-ship clearance/turn signal lights shall be mounted on both sides of body.

Sides and Head – Body sides and head to be manufactured of 10-gauge steel (minimum ASTM A-570) with a 3-inch wide return type rolled upper rail. Single piece construction of sides is desirable. Two-piece construction is acceptable only if seams are vertical and centered on the body with one additional vertical brace centered and welded to the outside of the seam. Heads will be of single piece construction. Side vertical braces (minimum 7), evenly spaced each side for structural channel, formed, 6-inch x 3-inch channel, manufactured of minimum 10-gauge steel, firmly welded to sides and floor. Head to have a minimum of two such vertical braces evenly spaced from sides and center. Sides and head to be bed length and 48-inches high from bed level. All sides, head, and braces, to be welded to body floor. Self-cleaning sides will be installed to outside of bed (minimum 10-gauge material) at approximately a 45 degree angle. Install minimum 3/16-inch plates on inside of bed to form self-cleaning floor at approximately 45 degrees. Ends of self-cleaning sides must be completely boxed. All welds to be continuous, no spot-welding. Designs using 4-inch X 3-inch box tubing instead of 3-inch wide return type rolled upper rails are acceptable if such tubing is installed using a continuous weld from front to rear at the upper edge of the body so that ends are completely boxed.

Tailgate – Barn door type, hinged at right side of tailgate allowing tailgate to swing out fully to right side of trailer. Four hinges, evenly spaced from top to bottom, with minimum ½-inch hinge pins. Heavy-duty provisions to secure door in full open position against body side required. Tailgate to be manufactured of minimum 10-gauge steel with boxed type reinforcements on all sides with basic sheet wrapped over top and under bottom. Base section must be sloped to form a dirt-free self-cleaning edge. A positive firm locking latch, which can be operated from ground level, will be used to secure the doors in the closed position. Minimum three (3) each, ratchet type cam locks, along with guides to be installed on left side of door to ensure proper door closure. Design of door must include support of door on body platform instead of sides when door are closed. All hinges will have Zerk fittings to facilitate lubrication.

Tool Box – A lockable, watertight, toolbox, approximately 18-inches high X 20-inches wide X 18-inches deep to be mounted on the left side of frame, under the body.

Sand Box – A metal container to carry approximately 200 lb. of sand will be attached to the sidewalk side of the truck. Exact location will be determined with first article.

Paint – Body must be properly cleaned and prepared prior to painting. Primer coat to be thoroughly dry prior to final two coats. Body color will be Medium Grey Metallic, Sherwin-Williams, Dimensions, urethane enamel, paint code – DFP386, mix code - # 50374

All components to be designed, installed, tested, and adjusted prior to delivery. Unit to be fully functional and ready for use upon delivery.

SPECIFICATIONS - HYDRAULIC LOADERS:

Construction – High tensile strength steel used in all major structural members such as A-frame legs, boom ears, boom spars, and stabilizers. Positive lubrication must be available to each wear point.

Boom rotation must be made through a hydraulic rotary drive motor. Elevation and knuckling of boom and operation of stabilizing outrigger jacks will be through double acting hydraulic cylinders with controls located at the operator's platform. All movements – swing, knuckle, lift, rotate, and bucket action will be able to be accomplished simultaneously without jerking or other unnatural actions of the loader. A two stage pump will be provided to meet this requirement. All boom and outrigger pivot points to have bronze, brass, or steel bushings with grease fittings.

Boom Length – Maximum 23-feet, minimum 22-feet, without telescoping boom.

Boom Elevation – Minimum 75-degrees above horizontal.

A minimum 24" inch work space will be maintained between back of cab and loader and a minimum 12" inch work space between loader and body..

Outriggers to be hydraulic telescoping type with stabilizer pads, individually adjustable for operating height. Outside shell of out riggers will be braced/reinforced to prevent bowing. Replaceable wear blocks and/or an effective lubrication system will be installed to prevent excessive wear of the internal leg of the outrigger. Edges of stabilizer pads will curve up to prevent gouging street material.

A safety switch will be installed on each outrigger to prevent operator from using crane without outriggers in place. An additional safety device with 90-decibel audio alarm will be installed to prevent operator from operating crane when extended outriggers are lifting the vehicle above the stabilization point. Two eye hooks capable of securing outriggers in the travel mode will be installed as back up for hydraulic failure.

Rotation of Boom – 360 degree continuous rotation. An electrical Collector will be installed to ensure electrical wiring will not be damaged by continuous rotation of the boom. A boom lock will be installed at the operator station to prevent boom swing during transport.

Swivel Couplings – Hoses must be equipped with swivel couplings which prevent twisting of hoses when boom is swung through its entire rotational arc.

Construction – High tensile strength steel used in all major structural members such as a-frame legs, boom ears, boom spars, and stabilizers. Positive lubrication must be available to each wear point.

Trash Bucket – Combination type bucket designed for solid waste and brush collection with fully enclosed sides. Bucket to be Rotobec model 045W (City of San Antonio option to include curved jaws and special closing cylinders). A hydraulic rotator with continuous rotation and U-joint with adjustable brakes to control excess oscillation and swinging of the bucket are required. Cylinders, hoses, and hydraulic lines must be protected from debris protruding through bucket with steel plates. Hoses will also be covered with anti-wear material.

Hydraulic Reservoir/Lines – Minimum 47-gallon capacity, metal reservoir. Reservoir to be frame mounted with replaceable spin on hydraulic filter(s). Minimum 100-mesh strainer to be installed in the suction outlet and a minimum 10-micron filter installed in the return line. An accessible magnet to be installed in tank to eliminate

contamination. One quarter (1/4) turn ball valves to be installed on suction and return lines to isolate reservoir. Unit to be equipped with sight gauge and filtered breather.

Minimum 2-inches upper and lower steel plates will be used to mount the crane to the vehicle frame. The frame will be reinforced with minimum 3-inches braces located adjacent to the mounting bolts, with stops welded on chassis frame to prevent sliding.

Minimum lifting capacity less bucket:

<u>LOAD</u>	<u>RADIUS FROM CENTER</u>
5,400-lbs	15-feet
8,000-lbs	10-feet

Additional Requirements:

Install a safety cradle around operator seat approximately 3-inches wider than seat, level with the seat in the folded position, and not more than 18" inches to the rear. Material to be 1-1/4 inches steel tubing firmly mounted and must not interfere with operator's range of motion.

Install a safety belt on operator's seat. Safety belt will be safety orange.

All safety equipment required to meet Federal and State safety standards to include under ride protection and conspicuity markings will be furnished and installed.

Ladders to provide access to work station on left and right side of loader, configured with minimum of 4 non-slip step, minimum 1-inch tread depth. Ladders will angle towards loader from bottom rail. Hand rails will be provided.

A switch, easily accessible to the crane operator, to sound a signaling device. Signal must be loud enough to be heard over the loader during operation.

Boom guards will be installed on both boom segments.

Acceptable Model -- Rotobec Elite Loader

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

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

Damages for Delay:

The Parties agree that the actual damages that might be sustained by the City by reason of the breach by Vendor of its covenant to make delivery within the deadlines specified herein, whether delivery to the other vendor for completion of that vendor's work, or delivery to City, are uncertain and would be difficult of ascertainment, and that the sum of \$100.00 per day for each day delivery by said Vendor is late would be a reasonable compensation for such breach. Vendor hereby promises to pay, and the City hereby agrees to accept, such sum as liquidated damages, and not as a penalty, in the event of such breach. Furthermore, Parties agree that City may withhold said liquidated damages from any payments due to Vendor hereunder. The liquidated damages described herein are only assessable against the party causing the delay.

Cooperative Contract Provisions.

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

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

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

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

Exhibit I – All applicable terms and conditions of the Cooperative Purchasing Contract number FOR RELEVANT VENDOR through BUYBOARD.

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

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

Warranty.

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

Rejection of Disclaimers of Warranties & Limitations Of Liability.

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

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

Invoicing and Payment.

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

Information Required On Invoice.

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

Payment by City.

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

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

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

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

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

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

Termination.

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

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

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

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

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

INDEMNIFICATION.

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

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

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

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

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

Records Retention.

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

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

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

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

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

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

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

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

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

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

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

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

007 - SIGNATURE PAGE

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

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

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

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

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

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

Offeror Information

Please Print or Type

Vendor ID No.

1010273

Signer's Name

Mike Crockett

Name of Business

Freightliner of San Antonio, LTD.

Street Address

8700 IH 10 East

City, State, Zip Code

Converse, Texas 78109

Email Address

mcrockett@freightlinerSATX.com

Telephone No.

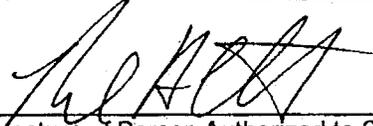
210-277-4373

Fax No.

210-661-0289

City's Solicitation No.

6100000776



Signature of Person Authorized to Sign Offer

008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

009 - ATTACHMENTS

PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1	9 Each	Brush Collection Grappler Truck-Chassis (Minimum GVWR 37,000-lbs.)

PRICE EACH: \$ 86,284⁰⁰ \$ 776,556⁰⁰ TOTAL

YEAR, MAKE & MODEL CAB & CHASSIS: 2012/2013 Freightliner

M2 106 Vocational

CAB & CHASSIS WARRANTY: 1 Year

SPECIFIC MAKE & MODEL OF ENGINE OFFERED (INCLUDE SAE NET HP):

Cummins ISC 8.3L - 330 HP - 1,000

ENGINE WARRANTY: 2 years 250K miles

SPECIFIC MAKE & MODEL OF TRANSMISSION OFFERED:

Allison 3000 RDS

TRANSMISSION WARRANTY: 5 years - unlimited miles

ALL SOFTWARE TO DIAGNOSE AND ADJUST ENGINE, TRANSMISSION, ANTI LOCK BRAKES AND ANY SYSTEMS THAT REQUIRES SOFTWARE MUST BE INCLUDED IN THIS BID FOR TWO (2) REPAIR CENTERS

DIAGNOSTIC SOFTWARE LICENSES:
QUANTITY: 2

\$ ∅ PRICE EACH \$ ∅ PRICE TOTAL

OPTIONAL SOFTWARE RENEWAL:

1 - YEAR DIAGNOSTIC SOFTWARE RENEWAL LICENSES:
QUANTITY: 2

\$ ∅ PRICE EACH \$ ∅ PRICE TOTAL

TOTAL COOPERATIVE FEE: \$ 400⁰⁰

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

(Deliveries over 180 days are unacceptable)

PRODUCTION CUT-OFF DATE: 5-01-2012

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 2-15-2012

BID PRICES SHALL REMAIN FIRM FOR ALL ORDERS PLACED PRIOR TO THIS CUT OFF DATE. IN THE EVENT THAT CITY DOES NOT AWARD A CONTRACT PRIOR TO PRODUCTION CUT OFF DATE, CAN BIDDER PROVIDE BID ITEMS, AT THE BID PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF DATE? yes.

ITEM	QUANTITY	DESCRIPTION
2	9 Each	Truck Body, and Knuckle Boom Loader

PRICE EACH: N/A \$ _____ TOTAL

MAKE & MODEL OF LOADER: _____

BODY WARRANTY: _____

COOPERATIVE FEE: \$ _____

PRODUCTION CUT-OFF DATE: _____

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

BID PRICES SHALL REMAIN FIRM FOR ALL ORDERS PLACED PRIOR TO THIS CUT OFF DATE. IN THE EVENT THAT CITY DOES NOT AWARD A CONTRACT PRIOR TO PRODUCTION CUT OFF DATE, CAN BIDDER PROVIDE BID ITEMS, AT THE BID PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF DATE? _____.



CITY OF SAN ANTONIO

P.O. Box 839966
SAN ANTONIO, TEXAS 78283-3966

ADDENDUM I

SUBJECT: Grapppler Trucks Request for Offer (RFO 6100000776) scheduled to open: November 10, 2011; date of issue: October 28, 2011.

FROM: Jennifer Wood, CPPB, Procurement Manager

DATE: November 04, 2011

This notice shall serve as Addendum No. I, to the above-referenced Request for Offer and shall become part of the original proposal package and must be returned with proposal on or before the due date.

THE ABOVE MENTIONED REQUEST FOR OFFER IS HEREBY AMENDED AS FOLLOWS:

1. Page 9, SPECIFICATIONS: GENERAL CONDITIONS: Delivery

Change Sentence 4 to read: Vehicles with more than 2000 miles accumulated on the odometer will not be accepted.

2. Page 10, Item 1: CHASSIS SPECIFICATIONS: Wheel & Tires

Change Sentence 1 and 2 to read: Wheels to be 10-hole hub piloted steel disk wheel, 22.5 X 9.0, painted white. Tires – 12R 22.5 minimum load range H, tubeless steel belted radial tires.

3. Page 12, Item 2: TRUCK BODIES SPECIFICATIONS: Floor

Change Sentence 2 to read: All welds may be stitched welded, not spot-welding.

4. Page 13, SPECIFICATIONS – HYDRAULIC LOADERS:

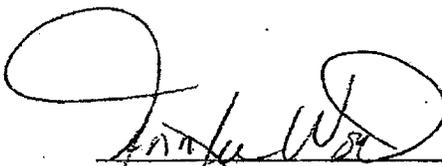
Change Sentence 5 to read: A minimum 24” inch work space will be maintained between back of cab and loader and a minimum 12” inch work space between loader and body.

5. Page 13, SPECIFICATIONS – HYDRAULIC LOADERS: Hydraulic Reservoir/Lines - Delete last sentence.

6. Page 13, SPECIFICATIONS – HYDRAULIC LOADERS: Additional Requirements:

Change Sentence 2 to read: Material to be 1-1/4 inches steel tubing firmly mounted and must not interfere with operator’s range of motion.

****THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH THE PROPOSAL PACKAGE****


for

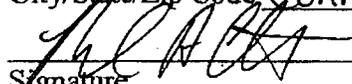
Jennifer Wood, CPPB, Procurement Manager
Finance Department – Procurement Division

Date 11-9-11

Company Name Freightliner of San Antonio, LTD.

Address 8700 IH 10 East

City/State/Zip Code Converse, Tx 78109


Signature



CITY OF SAN ANTONIO

P.O. Box 839966
SAN ANTONIO, TEXAS 78283-3966

ADDENDUM II

SUBJECT: Grappler Trucks Request for Offer (RFO 6100000776) scheduled to open: November 10, 2011; date of issue: October 28, 2011.

FROM: Jennifer Wood, CPPB, Procurement Manager

DATE: November 07, 2011

This notice shall serve as Addendum No. II, to the above-referenced Request for Offer and shall become part of the original proposal package and must be returned with proposal on or before the due date.

THE ABOVE MENTIONED REQUEST FOR OFFER IS HEREBY AMENDED AS FOLLOWS:

1. Page 9, GENERAL CONDITIONS, add Paragraph after "Equipment Manuals" to read as:

"Owners/Service/Parts Manuals – An operator’s manual per unit, to include two (2) parts and maintenance manuals per model of all equipment, accessories, and components will be required at time of delivery. All software to diagnose and adjust engine, transmission, anti lock brakes and any systems that requires software must be included in this bid for two (2) repair centers."

****THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH THE PROPOSAL PACKAGE****

Jennifer Wood, CPPB, Procurement Manager
Finance Department – Procurement Division

Date 11-9-11

Company Name Freightliner of San Antonio, Ltd.

Address 8700 IH 10 East

City/State/Zip Code Converse, Texas 78109

[Handwritten Signature]
Signature

City of San Antonio Bid Tabulation

Opened: November 10, 2011					
For: Brush Collection Refuse Trucks 25 CY		BuyBoard	BuyBoard	BuyBoard	
6100000777 DS		Freightliner of San Antonio, LTD.	Waste Systems Equipment, Inc.	Heil of Texas	
		8700 IH 10 East	10028 Tanner Rd.	503 Pop Gunn	
		Converse, TX 78109 210-277-4373	Houston, TX 77041 713-939-0200	San Antonio, TX 78219	
Item	Description	QTY			
1	Conventional Cab, Refuse Collection Cab & Chassis Price Each: Price Total: Year, Make & Model Cab & Chassis: Cab & Chassis Warranty: Specific Make & Model of Engine Offered (Include SAE NET HP): Engine Warranty: Specific Make & Model of Transmission Offered: Transmission Warranty: Diagnostic Software Licenses: Price each: Price total: 1- Year Diagnostic Software Renewal Licenses Price each: Price Total: BuyBoard Fee for Item 1: Delivery: Production Cut-off Date Last day to order: Payment Terms	8	\$108,281.00 \$866,248.00 2012-2013 Freightliner M2 Vocational- Severe Duty 1 year Cummins ISC- 350 8.3L 350HP-1,000 Lb.ft. 2 years - 250K miles Allison 3000 RDS 5 years - unlimited miles \$0.00 \$0.00 \$0.00 \$0.00 \$400.00 180 days 5/1/2012 2/15/2012 Net 30	No Bid	No Bid
2	Refuse Body, 25 plus Cubic Yard, High Compaction, Rear Load Price Each: Price Total: Year, Make & Model: Body Warranty: BuyBoard Fee for Item 2: Production Cut-off Date: Last day to order: Payment Terms	8	No Bid \$64,618.45 \$516,947.60 2012 New Way King Cobra 25RL 12 Months + 24 Months Cylinders \$400.00 180 Days 5/8/2012 Net 30	\$66,550.00 \$532,400.00 2012 Heil Powertrain Commercial 1 yr Body Warranty/5 year Cylinder Warranty \$400.00	none none Net 30
Total			\$866,648.00	\$517,347.60	\$532,800.00
Total Award			\$866,648.00	\$517,347.60	



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR OFFER ("RFO") NO.: 6100000777

BRUSH COLLECTION, REFUSE TRUCKS 25 CY

Date Issued: OCTOBER 28, 2011

RESPONSES MUST BE RECEIVED NO LATER THAN:
10:00 AM NOVEMBER 10, 2011

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

Address for hard copy responses:

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

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

COPY

For Hard Copy Submissions, Mark Envelope
"BRUSH COLLECTION, REFUSE TRUCKS 25 CY"
Offer Due Date: 10:00 A.M., NOVEMBER 10, 2011
RFO No.: 6100000777
Offeror's Name and Address

Bid Bond: Performance Bond: Payment Bond: Other:

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: DBE / ACDBE Requirements:

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

Pre-Submittal Conference * YES

* If YES, the Pre-Submittal conference will be held on **NOVEMBER 3, 2011** at 10:00 AM at FLEET OPERATIONS CONFERENCE ROOM, 329 S, FRIO, SAN ANTONIO, TX 78207.

Staff Contact Person: DEBRA STEVENS, CONTRACT COORDINATOR, P.O. Box 839966, San Antonio, TX 78283-3966
Email: DEBRA.STEVENS@SAN ANTONIO.GOV

SBEDA Contact Information: N/A, ,

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

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

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

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

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

Pre-Submittal Conference.

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

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

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

Changes to RFO.

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

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

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

Preparation of Offers.

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

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

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

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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

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

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

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

Rejection of Offers.

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

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

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

The offer is conditional; or

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

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

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

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

Evaluation and Award of Contract.

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

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

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

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

Prompt Payment Discount.

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

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

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

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

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

Conflict of Interest. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or offers, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Offeror should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your sealed offer. The Purchasing Division will not deliver the form to the City Clerk for you.

004 - SPECIFICATIONS / SCOPE OF SERVICES

Brush Collection, Refuse Trucks,

SPECIFICATIONS AND GENERAL REQUIREMENTS:

SCOPE: The City of San Antonio is issuing this Request for Offer (RFO) to furnish Conventional Cab, 25+ Cubic Yard, High Compaction, Rear Load, Refuse Collection Trucks in accordance with the specifications listed herein. These vehicles include cab and chassis, and refuse body. They will be utilized for brush collection by the Solid Waste Management Department. This RFO is issued pursuant to cooperative purchasing contract number 358-10 through BuyBoard with Freightliner of San Antonio, who will provide the refuse collection cab & chassis trucks (Freightliner) and contract 357-10 through BuyBoard with Waste Systems Equipment Inc., who will provide the 25 plus cubic yard, high compaction, rear load refuse body (Waste Systems).

DELIVERY DATES:

- 1 Freightliner shall deliver a cab and chassis to Waste Systems no later than **100 days** after receipt of City's Purchase Order. Both parties shall execute and deliver to City a joint document confirming to City the date the cab and chassis is delivered to Waste Systems.
- 2 Waste Systems shall complete its installation of equipment and conversion no later than **75 days** after receipt of the Cab & Chassis from Freightliner, unless extension is granted in writing by the City's Director of Building and Equipment Services, or his designee. Waste Systems shall notify Freightliner of the date the conversion is completed and the unit ready for pick up by Freightliner, providing a copy of the notification to City.
- 3 Freightliner shall complete all work and deliver turnkey units to City no later than **180 days** after receipt of City's Purchase Order, unless extension is granted in writing by the City's Director of Building and Equipment Services, or his designee.

GENERAL DESCRIPTION OF SCOPE & SERVICES

Background: The City of San Antonio is soliciting offers for Cabs & Chassis from Freightliner in accordance with the specifications listed herein. The City is also soliciting an offer from Heil to add the refuse body specified herein to the cab & chassis.

Turnkey Delivery. The City desires a turnkey delivery for these trucks. However, since the purchase of the cabs and chassis, and the bodies, will be performed by different parties (Freightliner and Waste Systems, respectively) pursuant to different cooperative contracts, the City requires the two vendors to work together to ensure the successful delivery of the final, turnkey units. By submitting an offer pursuant to this contract, Vendor is accepting these terms and conditions, acknowledging interdependence with the other vendor, and agreeing that payment shall only be made once the final unit is delivered to and accepted by the City. **CITY SHALL HAVE NO RESPONSIBILITY TO PAY OR PERFORM UNTIL SUCH TIME AS A TURNKEY UNIT IS ACCEPTED BY CITY.**

Nature of Contract Document. Due to the unique nature of this agreement, City is presenting identical contracts to both vendors for signature. It is understood by the parties that while many terms and conditions contained herein apply to both parties, some will, by their nature, be applicable to only one party. A party should disregard a provision that is inapplicable to that party. Should there be any doubt as to the applicability of a provision, same shall be resolved by City.

Responsibility of Vendors. Freightliner shall be responsible for delivery of the cab and chassis to the City after Waste Systems completes its conversion, with all equipment installed and operational. It is Freightliner's responsibility to coordinate delivery of the cab and chassis to Waste Systems and to retrieve the fully functional, converted cab and chassis and body from Waste Systems. Freightliner shall be responsible for resolving any issues regarding the cab and chassis and body, the conversion work, and the installed equipment prior to final delivery to City. Freightliner shall be responsible for the completion of pre-delivery inspections.

Representations from Freightliner. Freightliner hereby represents:

- a) that it takes full responsibility for ensuring problem free installation of equipment and conversion of the cab and chassis and body;

- b) that it shall coordinate and jointly take responsibility for any issues with the conversion and installation of equipment prior to delivering the completed truck to the City of San Antonio;

Representations from both vendors:

- a) Warranty Information: warranties will be serviced by the respective awarded vendor.

GENERAL CONDITIONS:

The following general conditions will apply to all items within this bid unless specifically excluded within any item. Equipment shall be manufacturer's latest design, standard production model and shall have been manufactured within the last twelve (12) months. All components shall be installed new, unused, and shall be manufacturer's standard equipment unless otherwise specified or replaced herein. Equipment is to be inspected, serviced, and adjusted in accordance with manufacturer's recommended pre-delivery checklist, and ready for operation upon delivery. Manufacturer's Statement of Origin (MSO) showing manufacture within the last 12 calendar months, and completed pre-delivery checklists for chassis and body will be required at delivery. Equipment offered under the below listed specifications will be considered unacceptable if, for any reason, the equipment's, or major component's, long term availability on the U.S. market, or in the local area, is in doubt.

Warranty and Parts – Dealer and manufacturer must provide the maximum standard manufacture's warranty on all components parts and service included. All components, parts, and service are required to provide as a minimum one year unlimited mileage/hour warranty. All warranty times to start the date the vehicle is placed in service, not on the delivery date. The dealer will be notified by letter of the in-service date of each vehicle by serial number. Warranty will be fully explained by attaching separate, authenticated correspondence or entering such information in the remarks section of this bid. Warranty, reliability, and replacement captive parts costs and availability shall be a consideration in award of this bid. Warranty parts and service must be available within Bexar County or within a ten mile radius of Bexar County line and by a factory-authorized dealer identified below (NO EXCEPTIONS). All warranty repairs will be completed within three (3) days from the date equipment is delivered to the vendor unless otherwise approved by the appropriate City of San Antonio maintenance superintendent. Bidders will certify that all repairs needed after the warranty period will be available within Bexar County.

Freightliner of San Antonio, Ltd.

DEALER NAME: _____

ADDRESS: 8700 IH 10 East, Converse Tx. 78109

Equipment Manuals – Successful bidder to furnish one set of operator manuals covering all major components of the vehicle (cab, chassis and bodies) for each unit delivered. Successful bidder shall also provide five (5) complete sets of operator and shop repair manuals or CD/DVDs for each item bid, to include all major components, or prepaid 8-year subscription to manufacturer's maintenance/parts web site at no cost to the City.

Owners/Service/Parts Manuals – An operator's manual per unit, to include two (2) parts and maintenance manuals per model of all equipment, accessories, and components will be required at time of delivery. All software to diagnose and adjust engine, transmission, anti lock brakes and any systems that requires software must be included in this bid for two (2) repair centers.

Delivery – All deliveries are to be made inside the City limits of San Antonio. Vendor must deliver equipment to Brooks City Base, 8220 Lindbergh Landing, Building 1106, San Antonio, TX 78235. Delivery to a non-specified location will result in non-acceptance of the equipment by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS. The Manufacturer's Statement of Origin (MSO) and an invoice are required upon delivery of each unit and before payment can be processed. Vehicles with more than 2000 miles accumulated on the odometer will not be accepted. All vehicles are required to have a full tank of fuel. Vehicles to be delivered with current State Inspection Decal.

All prices will be quoted F.O.B., designated City facility, freight prepaid. All bids will be submitted in triplicate and will include complete manufacturer's specifications for each model being bid. Successful vendor is required to notify the City of all production "cut-off" dates necessary for order submission.

All accessories and equipment will be OEM. The manufacturer will rate all equipment provided as low emission.

Air Conditioning – Air conditioning with integral heater and defroster units supplied under this specification to be OEM installed and designed for use with R-134A refrigerant. System must be capable of maintaining a temperature inside the operator cab of 70 F or less with an ambient temperature of not less than 95 F with a relative humidity of not less than 90%. As a minimum, system must have a radiator-mounted condenser, 3-speed fan and variable thermostat. If radiator mounted

condenser is not practical, remote mount must be approved by the Fleet Maintenance and Operations Manager before installation. Roof mounted units not acceptable. All air conditioner components to be compatible and recommended for end item.

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

A pre-bid conference will be conducted on November 3, 2011, at 10:00 A.M. Location will be at the Fleet Operations Conference Room, 329 S. Frio, San Antonio, Texas 78207.

Under this bid, the City reserves the right to reject any bids and to waive irregularities and any requirements of the bid if deemed to be in the best interest of the City.

ITEM	QUANTITY	DESCRIPTION
1	8 Each	Conventional Cab, Refuse Collection Cab & Chassis Trucks, (Minimum GVRW 62,000-lbs.)

SPECIFICATIONS: Refuse Collection Cab and Chassis

All equipment furnished under this contract to be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, must also be included. Units to conform to the best practice known to the body trade in design, quality of material, and workmanship. Assemblies, sub-assemblies, and component parts to be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The equipment furnished must conform to ANSI Safety Standard Z245.1-1999.

Engine – Minimum 8.3 liter, in-line 6-cylinder turbo charged diesel, charge-air-cooled with electronic control system. Minimum of 350 HP at maximum 2100 RPM. Minimum gross torque rating of 1,000 lb. ft. at 1,400 RPM. Dual-element, dry-type air cleaner with cleanable outer element, replaceable safety element, and restriction warning light or indicator on the dash. Engine computer will be programmed to limit maximum vehicle speed to 60-MPH, engine idle time will be limited to 5-minutes, cruise control will not be activated. Any engine being bid must conform to latest EPA-2010 emission standard in effect at the time of bid. Engines made legal by use of manufacturer's EPA credits will not be accepted.

Engine Protection – All diesel engines furnished under these bids will be protected by an OEM engine protection system. As a minimum, the system will monitor engine and transmission oil pressure and temperature. Engine fuel solenoid must be de-energized and engine automatically stopped when any of the functions being monitored are unsafe per the manufacturer's specifications. System must provide time limited automatic override. System must provide audio and visual alarms for 30 seconds prior to shutdown.

Cooling System – Maximum capacity offered by the manufacturer. Coolant to be extended life, mixed to protect to -34° F. Silicone coolant hoses with stainless steel constant torque type hose clamps. Full flow, spin-on type, coolant filter. Low coolant warning to be provided.

PTO/Pump – PTO/Pump to be transmission mounted, dry valve type (Commercial Shearing 316-9414-001 or proven equal) with provisions for continuous flow for lubrication purposes and engage only with transmission in neutral. The pump must be controlled through a speed device that will automatically engage the pump at the proper engine RPM and will not allow engagement unless the engine is under 550-RPM and the truck transmission is in the neutral position. Unit to be equipped with over-speed protection that will disengage the PTO/pump in excess of 1800-RPM. Pump and hoses/plumbing to be protected with a metal guard that will be approved by the City at time of award.

Transmission – Allison 3000-RDS, six-speed transmission or proven equal with push button controls and Load-Based Shift Scheduling. Cooling system to be water to oil type. Transmission temperature gauge to be provided. Must be equipped with a forced auto neutral when the park brakes are applied. Operator must have to manually shift back to drive when the brakes are released. Equipped with a positive interlock, which cannot be overridden, preventing operation of hydraulic system unless transmission is in neutral, **(NO EXCEPTIONS)**. Push-button style keypad shift controller with illuminated digital display, indicator lights, low fluid level indicator, diagnostics (prognostics), and gear / mode selection display. Transmission covered by manufacturer's total warranty of 60 months, unlimited miles, 100% parts and labor.

Electrical – Units to be equipped with four 12 volt, heavy-duty batteries (minimum 2700 CCA) and battery disconnect switch. Alternator to be 12 volt, minimum 150 amps, and gauge of lead wires to be sufficient to meet calculated load for this application. All wiring to be abrasion resistant and designated for severe service/heavy-duty use. Circuit breakers, manual reset with trip indicator minimum, to be used in place of fuses in excess of 5 amps. Speedometer, tachometer, odometer, oil pressure, hour meter, fuel level, voltmeter, coolant temperature and air pressure gauges must be installed. Two cab marker lights will be wired to be lit whenever the battery disconnect switch is on.

Cab – Conventional type, flat dash, minimum interior width, 94 inches. Dash must be flat with adequate foot room for passenger in middle seating position. Maximum insulation (Extreme Climate Thermal Insulation) will be used to prevent engine and exterior heat and noise from penetrating into the cab. Driver seat to be mid back bucket type, National Cush-n-Aire, or equal. Passenger seats to be non-suspension 2/3 bench type. All seat belts to be Safety Orange. Arm rest on both doors. Doors will have power windows and locks. Windows will have factory and aftermarket tinting.

Frame – Minimum 3,700,000 RBM, double frame, side rail depth in body mounting area to be minimum 10 ¼-inches. All structural components, rails, braces, supports, etc., to be attached with "Huck-Bolt" type fasteners.

Front Axle –Setback with minimum 20,000 lbs. capacity, minimum 20,000 lbs. springs, minimum wheel cut 50 degrees, hub piloted steel hubs, with Stemco or equal front wheel visible cap bearing oiler. Front shock absorbers to be heaviest duty available for specified axle.

Steering – Integral power steering. Assist cylinders, if any, must be mounted above front axle. Steering column will be tilt/telescoping.

Rear Axle – Minimum 46,000 lbs., single speed tandem drive, to be Eaton DS463-P or proven equal, equipped with hub piloted steel hubs, ends equipped for disc brakes. Gear ratio installed must be capable of 70 mph +/-2 mph geared road speed at full engine governed RPM. Stemco or equal oil rear seals. Full locking differentials with audible interlock alarm in cab. The alarm must engage when the interlock is in the on position.

Rear Suspension – Minimum 46,000 lbs. capacity, Hendrickson HMX-460 with Hendrickson "Ultra Rod" torque rods. **(NO SUBSTITUTES ACCEPTABLE)**. Suspension shall be equipped with heaviest duty shock absorbers available with auxiliary spring gap properly adjusted after body installation and prior to delivery to City.

Wheels & Tires – All wheels to be 10-hole hub piloted steel disc wheel, 22.5 X 9.0, painted white. Tires to be Goodyear, 315/80R22.5 L, G289 WHA, DuraSeal. Wheels will have loose wheel stud indicators installed.

Brakes – Full air, Bendix ABS brake control system, S-cam service brakes. Brakes to be the maximum O.E.M size offered, minimum 16-½ x 7 front and 16-½ x 8-¾ rear, and meet or exceed August 2011 Federal brake requirements. Front and rear, Rockwell or proven equal, automatic slack adjusters with stroke indicators. Minimum 15-CFM compressor, Midland Pure Air Plus Dryer Model DA-33100 with automatic drain valves Model KN-24000, or proven equal, and a manual drain valve on each tank with pull chains accessible from the side of the truck. It is preferred that the air tanks be grouped together easily accessible to an operator standing at the side of the truck, or tank drains are connected to a manifold system where drain valves are easily accessible. Spring set parking brakes on both rear axles. All brake drums to be cast iron. Brake linings to be non-asbestos, severe service. Quick connect coupling to be located in a protected area near the front bumper but not attached to the front bumper (Milton 747 or proven equal).

Fuel System – To be equipped with minimum 70-gallon metal tank. Fuel filtration system to include primary and secondary type fuel filter(s) with water separator. Full flow strainer must be installed in fuel filler neck. DEF tank to be a minimum of 23-gallons. Truck will be delivered with full fuel and DEF tanks.

Door Locks/Ignition Switch – Ignition and door locks will be keyed alike on all trucks purchased. Three keys will be furnished for each truck delivered.

Air Conditioning – Air conditioning with integral heater and defroster units supplied under this specification must be OEM installed and designed for use with 134A refrigerant. System must be capable of maintaining a temperature inside the operator cab of 70° F or less with an ambient temperature of not less than 95° F with a relative humidity of not less than 90%. As a minimum, system must have a radiator-mounted condenser, 3-speed fan and variable thermostat. If radiator mounted condenser is not practical, remote mount must be approved by the Fleet Acquisition Manager before installation. Roof mounted unit not acceptable. All air conditioner components to be compatible with, and recommended for, end item. Vehicles to be equipped with factory and aftermarket tinted glass and insulated cab headliner.

Units to be equipped with the following additional equipment:

Motorized, West Coast type, right and left hand, heavy-duty, 6-inches x 16-inches split focus, (approximately 2/3 flat area, 1/3 adjustable convex) breakaway type, mirrors.

Air horn(s) and electric horn(s).

Turn indicators and clearance/marker lights will be LED type.

Windshield wiper/washers with minimum 3-speed or variable speed wipers. Washer reservoir not to be mounted inside cab.

10-lb., ABC type fire extinguisher securely mounted in the cab.

DOT triangle warning kit securely mounted in the cab.

Exterior cab grab handles, both sides.

Two (2) front tow hooks, frame attached, tow hooks to be designed and installed to allow for lifting and towing of vehicles without damaging bumper or other body parts. A wire rope, minimum 1-inch diameter, shall be provided and fastened to both tow hooks to attach tow equipment.

Exterior sun visor, painted the same color as truck, and interior sun visors for driver and passengers.

Minimum of two overhead mounted cab fans.

Heavy-duty drive lines.

Minimum AM/FM radio with two speakers.

Cigar lighter/power port.

Back up alarm

Parabolic mirrors installed on front fenders to provide view of obstacles on sides of truck from front bumper to rear wheels.

Color – OEM white.

Exhaust System – Muffler, vertical tail pipe, and heat guard, to allow full utilization of specified cab-to-trunion. Minimal flexible exhaust tubing to be used. Truck exhaust system to exhaust above top level of body.

Specific Minimum Warranty Requirements:

Basic Warranty – Entire vehicle – 12 months, 100,000 miles, 100% parts and labor.

Transmission – Extended manufacturer's warranty – 60 months, unlimited miles, 100% parts and labor.

Strobe Lights – 60 months, 100,000 miles, parts only.

Acceptable Chassis Model – Freightliner M2 106V, or proven equal. Any vendor bidding a "proven equal" must demonstrate their model prior to bid closing. **NO EXCEPTIONS WILL BE MADE.**

ITEM	QUANTITY	DESCRIPTION
2	8 Each	Refuse Body, 25 plus Cubic Yard, High Compaction, Rear Load

SPECIFICATIONS:

Unit to be current, new, heavy duty, production model, body, rear loader type.

Body compaction and ejection controls to be installed as recommended by body manufacturer's standard procedures.

Controls to include buzzer signal system, buzzer installed in cab, must be heard over engine noise with switches located at each collector position (left and right).

Two vertical hand holds and 1 horizontal hand hold between the vertical hand holds and longest and widest running boards that manufacturer offers extending to very rear of body, to be provided for the safety and comfort of loading personnel. Location of handholds and running boards will be agreed upon with City operations and safety personnel prior to completion of first unit (call Don Romans at 210-207-1086 to schedule meeting). Rear wheel fenders, and/or mud flaps must be installed to adequately cover rear tires and designed to prevent debris or spray from wheels on wet road surfaces being projected on the collector positions. This requirement must also be approved prior to completion of first unit.

Body must be properly cleaned and prepared prior to painting. Primer coat to be thoroughly dry prior to final two coats. Body color will be Medium Grey Metallic, Sherwin-Williams, Dimensions, urethane enamel, paint code – DFP386, mix code - # 50374

Body must be constructed of new parts and materials, assembled completely and adjusted properly.

Minimum steel strength requirements:

Roof.....	8-GA.....	80,000-PSI
Sides.....	7-GA.....	80,000-PSI
Ejection Panel.....	8-GA.....	50,000-PSI
Sweep Panel.....	1/4-inch.....	100,000-PSI
Floor.....	1/4-inch.....	100,000-PSI
Tailgate (upper).....	7-GA.....	100,000-PSI
Tailgate (lower).....	3/8-inch.....	100,000-PSI
Hopper Floor (back).....	3/8-inch.....	100,000-PSI
Slide Panel.....	7-GA.....	100,000-PSI

Bidders will include with their bid, specific steel and yield strength to be utilized and, additionally, indicate exact locations of usage. Body weight to be a minimum of 16,000-lbs. and a maximum of 18,000-lbs.

Body to be positive ejector for unloading, single ejector cylinder must travel entire length of body. Tilt-to-dump type unloading will not be accepted.

Capacity of body to be minimum 25-cubic yards excluding loader hopper. Hopper to be minimum 3.5-cubic yard capacity without extensions.

The complete refuse body assemblies, subassemblies, component parts, etc. must be designed with a factor of safety that is equal to or greater than that which is considered standard and acceptable for this class of equipment. Completed refuse unit to meet or exceed current OSHA, State, ANSI, and industry safety standards.

Body to be equipped with side door opening on left front side or acceptable other location, as determined by the City, with locking device, foldable ladder, and a minimum of two handholds for access and to aid entry and exit. Lock handle will be no more than six feet from the ground. A device will be installed to hold the door open.

Body and all components provided are to be furnished with a minimum 12-month warranty, parts and labor included, covering initial 12-months operation from date equipment is placed into service. All body hydraulic cylinders will have a minimum of 24 months warranty coverage. In addition, refer to paragraph #13 on compaction requirements.

Unit to be equipped with a rack to secure a 3-gallon water cooler. Location will be approved prior to completion of first unit.

Compaction – Unit should be the manufacturer’s highest compaction product with a minimum of 1,000-lbs. per cubic yard as determined by the City of San Antonio. The packing capability of each body purchased will be re-evaluated at periodic intervals during the 12-month warranty period after the unit goes into service. Should the City determine that a body does not meet the minimum compaction requirements during any of these tests, the vendor will be advised and be required to take action to repair the body in question so that it will meet the minimum compaction requirements. Once the repair is accomplished to the satisfaction of the City, the warranty on the body will then be extended for a 12-month period from the date of re-acceptance by the City. The contractor will have the right to inspect compaction units during normal City working hours to assure that proper factory recommended service and maintenance are being performed. Abuse, and damage not attributable to faulty design, materials or workmanship, will exempt warranty expectations and must be documented by the vendor. A damage statement will be provided to the service center superintendent within 48 hours of inspection.

The unit’s metal hydraulic reservoir to be truck frame mounted with spin-on hydraulic oil filter(s). Minimum, 100-mesh strainer must be installed in the suction outlet and a minimum 10-micron filter to be used for the return line. A magnet to be installed in tank, accessible for cleaning. One-quarter (¼) turn ball valves or check valves must be installed on suction and outlet lines and to isolate the reservoir and filter assembly for service and maintenance. An electronic hydraulic safety shut down system to kill all power and stop all hydraulic functions with the push of a button will be mounted in a weather proof housing on the curb side within reach of operator’s hydraulic control levers.

All welds on body and tailgate are to be continuous (required flex seams on understructure). No skip welds will be accepted.

Lighting: All lights required by D.O.T. must be included. In addition, two (2), minimum 4-inch diameter, 10-diode, LED, combination tail, stop, and turn signals will be installed on the rear above the packer blade at a location to be designated. Each light will be protected by expanded metal shields that are easily removable to repair lights when necessary. Two (2), minimum 4" diameter, 10-diode, LED, combination tail, stop, and turn signals will be installed at the rear of the unit below the upper lip of the hopper (approximately centered from top to bottom of rear lower panel), one on the left side and one on the right side, protected by removable expanded steel guards. A lighted license plate bracket will be installed on the body above the packer blade centered on the body left to right. Two (2), minimum 4-inch diameter, 10-diode, LED, white backup lights to be installed. All clearance/marker lights will be LED type. Two (2) adjustable work lights to illuminate hopper area and a minimum of one (1) adjustable light on each side of the body to illuminate the collector's positions. Four (4) each, flush mounted amber strobe lights, (WHELEN TIR-6, SUPER-LED, 500 SERIES DIRECTIONAL WARNING LIGHT or proven equal) with user selectable flash patterns must be installed and wired to activate whenever engine is running. Two (2) amber strobe lights to be located at the front and two (2) amber strobe lights located at the rear of the body. Strobe lights will be set to a "Three Flash – Pause" pattern. Amber mid-ship clearance/turn signal lights shall be mounted on both sides of body. All lighting must be wired to standard chassis controls. Premium, self-sealing (Deutsch or equal) connectors must be used for all electrical connections. Reflective conspicuity tape must be applied along both sides and across the back of each packer body as required by DOT and ANSI.

A lockable, water tight toolbox, approximately 18 inches high, 18 inches deep and 20 inches wide, to be securely mounted on the right side of the frame, under the refuse body. Placement to be approved prior to completion of first unit.

A square nose shovel for cleaning area behind packer blade must be provided, with a bracket to secure the shovel attached to the body. Shovel and placement to be approved prior to completion of first unit.

Acceptable Body Model – New Way, King Cobra, 25-RL

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

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

Damages for Delay:

The Parties agree that the actual damages that might be sustained by the City by reason of the breach by Vendor of its covenant to make delivery within the deadlines specified herein, whether delivery to the other vendor for completion of that vendor's work, or delivery to City, are uncertain and would be difficult of ascertainment, and that the sum of \$100.00 per day for each day delivery by said Vendor is late would be a reasonable compensation for such breach. Vendor hereby promises to pay, and the City hereby agrees to accept, such sum as liquidated damages, and not as a penalty, in the event of such breach. Furthermore, Parties agree that City may withhold said liquidated damages from any payments due to Vendor hereunder. The liquidated damages described herein are only assessable against the party causing the delay.

Cooperative Contract Provisions.

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

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

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

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

Exhibit I – All applicable terms and conditions of the Cooperative Purchasing Contract number FOR RELEVANT VENDOR through BUYBOARD.

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

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

Warranty.

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

Rejection of Disclaimers of Warranties & Limitations Of Liability.

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

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

Invoicing and Payment.

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

Information Required On Invoice.

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

Payment by City.

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

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

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

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

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

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

Termination.

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

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

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

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

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

INDEMNIFICATION.

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

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

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

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

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

Records Retention.

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

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

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

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

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

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

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

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

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

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

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

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

007 - SIGNATURE PAGE

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

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

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

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

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

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

Offeror Information

Please Print or Type

Vendor ID No. 1010273
Signer's Name Mike Crockett
Name of Business Freightliner of San Antonio, LTD
Street Address 8700 IH 10 East, @
City, State, Zip Code Converse, Texas 78109
Email Address MCrockett@freightlinerSATX.com
Telephone No. 210-277-4373
Fax No. 210-661-0289
City's Solicitation No. 610000776



Signature of Person Authorized to Sign Offer

008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Supplier - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Vendor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

009 - ATTACHMENTS

PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1	8 Each	Conventional Cab, Refuse Collection Cab & Chassis Trucks

PRICE EACH: \$ 108,281⁰⁰ \$ 866,248⁰⁰ TOTAL

YEAR, MAKE & MODEL CAB & CHASSIS: 2012-2013 Freightliner M2 Vocational - Severe Duty

CAB & CHASSIS WARRANTY: 1 year

SPECIFIC MAKE & MODEL OF ENGINE OFFERED (INCLUDE SAE NET HP):

Cummins ISC-350 8.3L 350 HP - 1,000 lb.ft.

ENGINE WARRANTY: 2 years - 250k miles

SPECIFIC MAKE & MODEL OF TRANSMISSION OFFERED:

Allison 3000 RDS

TRANSMISSION WARRANTY: 5 years - unlimited miles

ALL SOFTWARE TO DIAGNOSE AND ADJUST ENGINE, TRANSMISSION, ANTI LOCK BRAKES AND ANY SYSTEMS THAT REQUIRES SOFTWARE MUST BE INCLUDED IN THIS BID FOR TWO (2) REPAIR CENTERS

DIAGNOSTIC SOFTWARE LICENSES:

QUANTITY: 2

\$ 0 PRICE EACH \$ 0 PRICE TOTAL

OPTIONAL SOFTWARE RENEWAL:

1 - YEAR DIAGNOSTIC SOFTWARE RENEWAL LICENSES:

QUANTITY: 2

\$ 0 PRICE EACH \$ 0 PRICE TOTAL

TOTAL COOPERATIVE FEE: \$ 400⁰⁰

PRODUCTION CUT-OFF DATE: 5-1-2012

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 2-15-12

BID PRICES SHALL REMAIN FIRM FOR ALL ORDERS PLACED PRIOR TO THIS CUT OFF DATE. IN THE EVENT THAT CITY DOES NOT AWARD A CONTRACT PRIOR TO PRODUCTION CUT OFF DATE, CAN BIDDER PROVIDE BID ITEMS, AT THE BID PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF DATE? yes

ITEM	QUANTITY	DESCRIPTION
2	8 Each	Refuse Body, 25 plus Cubic Yard, High Compaction, Rear Load

PRICE EACH: N/A \$ _____ TOTAL

YEAR, MAKE & MODEL: _____

BODY WARRANTY: _____

TOTAL COOPERATIVE FEE: \$ _____

PRODUCTION CUT-OFF DATE: _____

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: _____

BID PRICES SHALL REMAIN FIRM FOR ALL ORDERS PLACED PRIOR TO THIS CUT OFF DATE. IN THE EVENT THAT CITY DOES NOT AWARD A CONTRACT PRIOR TO PRODUCTION CUT OFF DATE, CAN BIDDER PROVIDE BID ITEMS, AT THE BID PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF DATE? _____



CITY OF SAN ANTONIO

P.O. Box 839966
SAN ANTONIO, TEXAS 78283-3966

ADDENDUM I

SUBJECT: Brush Collection, Refuse Trucks 25 CY Request for Offer (RFO 6100000777) scheduled to open: November 10, 2011; date of issue: October 28, 2011.

FROM: Jennifer Wood, CPPB, Procurement Manager

DATE: November 07, 2011

This notice shall serve as Addendum No. I, to the above-referenced Request for Offer and shall become part of the original proposal package and must be returned with proposal on or before the due date.

THE ABOVE MENTIONED REQUEST FOR OFFER IS HEREBY AMENDED AS FOLLOWS:

1. Change Page 8, SPECIFICATIONS AND GENERAL REQUIREMENTS to read as:

“**SCOPE:** The City of San Antonio is issuing this Request for Offer (RFO) to furnish Conventional Cab, 25+ Cubic Yard, High Compaction, Rear Load, Refuse Collection Trucks in accordance with the specifications listed herein. These vehicles include cab and chassis, and refuse body. They will be utilized for brush collection by the Solid Waste Management Department. This RFO is issued pursuant to cooperative purchasing contract number 358-10 through BuyBoard with Freightliner of San Antonio, who will provide the refuse collection cab & chassis trucks (Freightliner) and contract 357-10 through BuyBoard with Waste Systems Equipment Inc., who will provide the 25 plus cubic yard, high compaction, rear load refuse body (Waste Systems)”.

2. Change Page 8, DELIVERY DATES, paragraph 1 and 2 to read as:

- “1 Freightliner shall deliver a cab and chassis to Waste Systems no later than 100 days after receipt of City’s Purchase Order. Both parties shall execute and deliver to City a joint document confirming to City the date the cab and chassis is delivered to Waste Systems.
- 2 Waste Systems shall complete its installation of equipment and conversion no later than 75 days after receipt of the Cab & Chassis from Freightliner, unless extension is granted in writing by the City’s Director of Building and Equipment Services, or his designee. Waste Systems shall notify Freightliner of the date the conversion is completed and the unit ready for pick up by Freightliner, providing a copy of the notification to City.”

3. Page 8, GENERAL DESCRIPTION OF SCOPE & SERVICES, Paragraph 2, Change Paragraph to read as:

“Turnkey Delivery. The City desires a turnkey delivery for these trucks. However, since the purchase of the cabs and chassis, and the bodies, will be performed by different parties (Freightliner and Waste Systems, respectively) pursuant to different cooperative contracts, the City requires the two vendors to work together to ensure the successful delivery of the final, turnkey units. By submitting an offer pursuant to this contract, Vendor is accepting these terms and conditions, acknowledging interdependence with the other vendor, and agreeing that payment shall only be made once the final unit is delivered to and accepted by the City. **CITY SHALL HAVE NO RESPONSIBILITY TO PAY OR PERFORM UNTIL SUCH TIME AS A TURNKEY UNIT IS ACCEPTED BY CITY.**”

4. Page 8, GENERAL DESCRIPTION OF SCOPE & SERVICES, Paragraph 4, Change Paragraph to read as :

“Responsibility of Vendors. Freightliner shall be responsible for delivery of the cab and chassis to the City after Waste Systems completes its conversion, with all equipment installed and operational. It is Freightliner’s responsibility to coordinate delivery of the cab and chassis to Waste Systems and to retrieve the fully functional, converted cab and chassis and body from Waste Systems. Freightliner shall be responsible for resolving any issues regarding the cab and chassis and body, the conversion work, and the installed equipment prior to final delivery to City. Freightliner shall be responsible for the completion of pre-delivery inspections.”

5. Page 9, GENERAL CONDITIONS, add Paragraph after “Equipment Manuals” to read as:

“Owners/Service/Parts Manuals – An operator’s manual per unit, to include two (2) parts and maintenance manuals per model of all equipment, accessories, and components will be required at time of delivery. All software to diagnose and adjust engine, transmission, anti lock brakes and any systems that requires software must be included in this bid for two (2) repair centers.”

6. Page 9, SPECIFICATIONS; GENERAL CONDITIONS: Delivery

Change Sentence 6 to read as: “Vehicles with more than 2000 miles accumulated on the odometer will not be accepted.”

7. Page 10, SPECIFICATIONS; Item 1: Description

Change to read as: “Conventional Cab, Refuse Collection Cab & Chassis Trucks, (Minimum GVRW 62,000-lbs.)”

8. Page 11, SPECIFICATIONS; Item 1: Refuse Collection CAB and CHASSIS : Front Axle

Change Sentence 1 to read as: “Set back with minimum 20,000 lbs. capacity, minimum 20,000 lbs. springs, minimum wheel cut 50 degrees, hub piloted steel hubs, with Stemco or equal front wheel visible cap bearing oiler.”

9. Page 11, SPECIFICATIONS; Item 1: Refuse Collection CAB and CHASSIS: Brakes

Change Paragraph to read as:

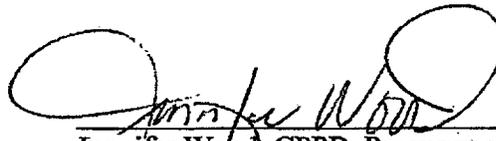
“Brakes – Full air, Bendix ABS brake control system, S-cam service brakes. Brakes to be the maximum O.E.M size offered, minimum 16-½ x 7 front and 16-½ x 8-½ rear, and meet or exceed August 2011 Federal brake requirements. Front and rear, Rockwell or proven equal, automatic slack adjusters with stroke indicators. Minimum 15-CFM compressor, Midland Pure Air Plus Dryer Model DA-33100 with

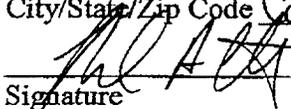
automatic drain valves Model KN-24000, or proven equal, and a manual drain valve on each tank with pull chains accessible from the side of the truck. It is preferred that the air tanks be grouped together easily accessible to an operator standing at the side of the truck, or tank drains are connected to a manifold system where drain valves are easily accessible. Spring set parking brakes on both rear axles. All brake drums to be cast iron. Brake linings to be non-asbestos, severe service. Quick connect coupling to be located in a protected area near the front bumper but not attached to the front bumper (Milton 747 or proven equal).”

**10. Page 13, Item 2: REFUSE BODY SPECIFICATIONS; Minimum steel strength requirements:
Change Section to read as:**

“Roof.....8-GA80,000-PSI
Sides.....7-GA80,000-PSI
Ejection Panel8-GA50,000-PSI
Sweep Panel.....1/4-inch100,000-PSI
Floor.....1/4-inch100,000-PSI
Tailgate (upper).....7-GA100,000-PSI
Tailgate (lower).....3/8-inch100,000-PSI
Hopper Floor (back).....3/8-inch100,000-PSI
Slide Panel7-GA100,000-PSI”

****THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH THE PROPOSAL PACKAGE****


Jennifer Wood, CPPB, Procurement Manager
Finance Department – Procurement Division

Date 11-9-11
Company Name Freightliner of San Antonio, Ltd.
Address 8700 IH 10 East
City/State/Zip Code Converse Tx. 78109

Signature



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR OFFER ("RFO") NO.: 6100000777

BRUSH COLLECTION, REFUSE TRUCKS 25 CY

Date Issued: OCTOBER 28, 2011

RESPONSES MUST BE RECEIVED NO LATER THAN:
10:00 AM NOVEMBER 10, 2011

Responses may be submitted by any of the following means:

- Electronic submission through the Portal
- Hard copy in person or by mail

Address for hard copy responses:

Physical Address:

Purchasing & General Services
Riverview Tower
111 Soledad, Suite 1100
San Antonio, Texas 78205

Mailing Address:

Purchasing & General Services
P.O. Box 839966
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"BRUSH COLLECTION, REFUSE TRUCKS 25 CY"

Offer Due Date: 10:00 A.M., NOVEMBER 10, 2011

RFO No.: 6100000777

Offeror's Name and Address

Bid Bond: Performance Bond: Payment Bond: Other:

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: DBE / ACDBE Requirements:

See Instructions for Offerors and Attachments sections for more information on these requirements.

Pre-Submittal Conference * YES

* If YES, the Pre-Submittal conference will be held on **NOVEMBER 3, 2011** at 10:00 AM at FLEET OPERATIONS CONFERENCE ROOM, 329 S, FRIO, SAN ANTONIO, TX 78207.

Staff Contact Person: DEBRA STEVENS, CONTRACT COORDINATOR, P.O. Box 839966, San Antonio, TX 78283-3966
Email: DEBRA.STEVENS@SAN ANTONIO.GOV

SBEDA Contact Information: N/A, ,

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

Submission of Hard Copy Offers. Submit one original offer, signed in ink, and two copies of the offer enclosed in a sealed envelope addressed to the Purchasing and General Services Department at the address and by the due date provided on the Cover Page. The name and address of offeror, the offer due date and RFO number and title shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected.

Submission of Electronic Offers. Submit one offer electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Offers sent to City by facsimile or email shall be rejected.

Modified Offers. Offers may be modified provided such modifications are received prior to the time and date set for submission of offers, and submitted in the same manner as original offers. For hard copy offers, provide a cover letter with the offer, indicating it is a modified offer and that the Original offer is being withdrawn. For electronic offers, a modified offer will automatically replace a prior offer submission. See below for information on submitting Alternate Offers.

City shall not be responsible for lost or misdirected offers or modifications.

Offerors must sign the Signature Page on hard copy offers and return the RFO document to City. For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

Offerors are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Offeror's being held liable for the submission.

Certified Vendor Registration Form. If Offeror has not completed the City's Certified Vendor Registration (CVR) Form, Offeror is required to do so prior to the due date for submission of offers. The CVR form may be accessed at <http://www.sanantonio.gov/purchasing/>. Offerors must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

Alternate Offers. Alternate offers may be allowed at the sole discretion of City.

Hard Copy Alternate Offers. Hard copy alternate offers must be submitted in separate sealed envelopes in the same manner as submission of other offers. Alternate offers must be marked consecutively on the envelope as Alternate Offer No. 1, 2, etc. Failure to submit alternate offers in separate envelopes may result in rejection of an offer.

Electronic Alternate Offers Submitted Through the Portal. All alternate offers are recorded with original offers when submitted electronically.

Catalog Pricing. (This section applies to offers using catalog pricing, unless this is a cooperative purchase.)

The offer will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price schedule.

Offerors shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which an offer is submitted. Offeror shall provide said catalog at the time of submission of its offer. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for bids submitted on paper, or PDF file for offers submitted electronically.

Offerors may submit price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date and price schedule. These price lists are subject to approval of the City Purchasing & General Services Department.

Specified items identified herein, if any, are for overall offer evaluation and represent the commonly and most used items. Net prices entered for those specified items must reflect the actual price derived from quoted price list less all discounts offered.

Restrictions on Communication.

Offerors are prohibited from communicating with: 1) elected City officials and their staff regarding the RFO or offers from the time the RFO has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFO has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the restrictions on communication with City employees include:

Offerors may ask verbal questions concerning this RFO at the Pre-Submittal Conference.

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before calendar days prior to the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Offerors may provide responses to questions asked of them by the Staff Contact Person after responses are received. The Staff Contact Person may request clarification to assist in evaluating the Offeror's response. The information provided is not intended to change the offer response in any fashion. Such additional information must be provided within two business days from City's request.

Offerors and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form (s), if any. The point of contact is identified on the Cover Page. Contacting the Small Business Office regarding this RFO after the due date is not permitted. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

If this solicitation contains DBE/ACDBE requirements, respondents and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Lisa Brice, who may be reached via telephone at (210) 207-3505 or through e-mail at lisa.brice@sanantonio.gov. Respondents and/or their agents may contact Ms. Brice at any time prior to the due date for submission of bids. Contacting her or her office regarding this RFO after the due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Offerors are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received prior to the conference may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. Call the Staff Contact Person for information on the location of the wheelchair accessible entrance, or to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on City.

Changes to RFO.

Changes to this RFO made prior to the offer due date shall be made directly to the original RFO. Changes are captured by creating a replacement version each time the RFO is changed. It is Offeror's responsibility to check for

new versions until the offer due date. City will assume that all offers received are based on the final version of the RFO as it exists on the day offers are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFO.

Preparation of Offers.

All information required by the RFO must be furnished or the offer may be deemed non-responsive and rejected. Any ambiguity in the offer as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of City.

Correct Legal Name. If an Offeror is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the offer may be rejected.

Line Item Offers. Any offer that is considered for award by each unit or line item, must include a price for each unit or line item for which Offeror wishes to be considered. All offers are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

All or None Offers. Any offer that is considered for award on an "all or none" basis must include a price for all units or line items. In an "All or None" offer, a unit price left blank shall result in the offer being deemed nonresponsive and disqualified from consideration. An "All or None" offer is one in which City will award the entire contract to one offeror only.

Delivery Dates. Proposed delivery dates must be shown in the offer form where required and shall include weekends and holidays, unless specified otherwise in this RFO. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the offer. Special delivery instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order.

Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Offerors must not include such taxes in offer prices. An exemption certificate will be signed by City where applicable upon request by Offeror after contract award.

Samples, Demonstrations and Pre-award Testing. If requested by City, Offeror shall provide product samples, demonstrations, and/or testing of items offered to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City's request. Failure to comply with City's request may result in rejection of an offer. All samples (including return thereof), demonstrations, and/or testing shall be at Offeror's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Estimated Quantities for Annual Contracts.

Designation as an "annual" contract is found in the contract's title on the Cover Page of this document. The quantities stated are estimates only and are in no way binding upon City. Estimated quantities are used for the purpose of evaluation. City may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

Offerors shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

Offerors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this RFO. No plea of ignorance by Offeror will be accepted as a basis for varying the requirements of City or the compensation to Offeror.

Confidential or Proprietary Information. All offers become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Offeror should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Offeror may not be considered confidential under Texas law, or pursuant to a

Court order. Pricing may be tabulated and posted to City's website, so shall not be considered proprietary or confidential.

Costs of Preparation. Offeror shall bear any and all costs that are associated with the preparation of the Offer, attendance at the Pre-Submittal conference, if any, or during any phase of the selection process.

Rejection of Offers.

City may reject any and all offers, in whole or in part, cancel the RFO and reissue the solicitation. City may reject an offer if:

Offeror misstates or conceals any material fact in the offer; or

The offer does not strictly conform to law or the requirements of the offer;

The offer is conditional; or

Any other reason that would lead City to believe that the offer is non-responsive or Offeror is not responsible.

City, in its sole discretion, may also waive any minor informalities or irregularities in any offer, such as failure to submit sufficient offer copies, failure to submit literature or similar attachments, or business affiliation information.

Changes to Offer Form. Offers must be submitted on the forms furnished. Offers that change the format or content of City's RFO may be rejected.

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Written notice of withdrawal shall be provided to the Staff Contact Person for offers submitted in hard copy. Offers submitted electronically may be withdrawn electronically.

Evaluation and Award of Contract.

City reserves the right to make an award on the basis of City's best interests. Award may also be made based on low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

A written award of acceptance, manifested by a City Ordinance, and a purchase order furnished to Offeror results in a binding contract without further action by either party. Offeror must have the Purchase Order before making any delivery.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

Inspection of Facilities/Equipment. Depending on the nature of the RFO, Offerors' facilities and equipment may be a determining factor in making the offer award. All Offerors may be subject to inspection of their facilities and equipment.

Prompt Payment Discount.

Provided Offeror meets the requirements stated herein, City shall take Offeror's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the offer price, either per line item or total offer amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in offer evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the offer price during offer evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

Prohibited Financial Interest. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City

or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Conflict of Interest. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or offers, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Offeror should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your sealed offer. The Purchasing Division will not deliver the form to the City Clerk for you.

004 - SPECIFICATIONS / SCOPE OF SERVICES

Brush Collection, Refuse Trucks,

SPECIFICATIONS AND GENERAL REQUIREMENTS:

SCOPE: The City of San Antonio is issuing this Request for Offer (RFO) to furnish Conventional Cab, 25+ Cubic Yard, High Compaction, Rear Load, Refuse Collection Trucks in accordance with the specifications listed herein. These vehicles include cab and chassis, and refuse body. They will be utilized for brush collection by the Solid Waste Management Department. This RFO is issued pursuant to cooperative purchasing contract number 358-10 through BuyBoard with Freightliner of San Antonio, who will provide the refuse collection cab & chassis trucks (Freightliner) and contract 357-10 through BuyBoard with **Waste Systems Equipment Inc.**, who will provide the 25 plus cubic yard, high compaction, rear load refuse body (**Waste Systems**).

DELIVERY DATES:

- 1 Freightliner shall deliver a cab and chassis to **Waste Systems** no later than **100 days** after receipt of City's Purchase Order. Both parties shall execute and deliver to City a joint document confirming to City the date the cab and chassis is delivered to **Waste Systems**.
- 2 **Waste Systems** shall complete its installation of equipment and conversion no later than **75 days** after receipt of the Cab & Chassis from Freightliner, unless extension is granted in writing by the City's Director of Building and Equipment Services, or his designee. **Waste Systems** shall notify Freightliner of the date the conversion is completed and the unit ready for pick up by Freightliner, providing a copy of the notification to City.
- 3 Freightliner shall complete all work and deliver turnkey units to City no later than **180 days** after receipt of City's Purchase Order, unless extension is granted in writing by the City's Director of Building and Equipment Services, or his designee.

GENERAL DESCRIPTION OF SCOPE & SERVICES

Background: The City of San Antonio is soliciting offers for Cabs & Chassis from Freightliner in accordance with the specifications listed herein. The City is also soliciting an offer from Heil to add the refuse body specified herein to the cab & chassis.

Turnkey Delivery. The City desires a turnkey delivery for these trucks. However, since the purchase of the cabs and chassis, and the bodies, will be performed by different parties (Freightliner and **Waste Systems**, respectively) pursuant to different cooperative contracts, the City requires the two vendors to work together to ensure the successful delivery of the final, turnkey units. By submitting an offer pursuant to this contract, Vendor is accepting these terms and conditions, acknowledging interdependence with the other vendor, and agreeing that payment shall only be made once the final unit is delivered to and accepted by the City. **CITY SHALL HAVE NO RESPONSIBILITY TO PAY OR PERFORM UNTIL SUCH TIME AS A TURNKEY UNIT IS ACCEPTED BY CITY.**

Nature of Contract Document. Due to the unique nature of this agreement, City is presenting identical contracts to both vendors for signature. It is understood by the parties that while many terms and conditions contained herein apply to both parties, some will, by their nature, be applicable to only one party. A party should disregard a provision that is inapplicable to that party. Should there be any doubt as to the applicability of a provision, same shall be resolved by City.

Responsibility of Vendors. Freightliner shall be responsible for delivery of the cab and chassis to the City after **Waste Systems** completes its conversion, with all equipment installed and operational. It is Freightliner's responsibility to coordinate delivery of the cab and chassis to **Waste Systems** and to retrieve the fully functional, converted cab and chassis and body from **Waste Systems**. Freightliner shall be responsible for resolving any issues regarding the cab and chassis and body, the conversion work, and the installed equipment prior to final delivery to City. Freightliner shall be responsible for the completion of pre-delivery inspections.

Representations from Freightliner. Freightliner hereby represents:

- a) that it takes full responsibility for ensuring problem free installation of equipment and conversion of the cab and chassis and body;

- b) that it shall coordinate and jointly take responsibility for any issues with the conversion and installation of equipment prior to delivering the completed truck to the City of San Antonio;

Representations from both vendors:

- a) Warranty Information: warranties will be serviced by the respective awarded vendor.

GENERAL CONDITIONS:

The following general conditions will apply to all items within this bid unless specifically excluded within any item. Equipment shall be manufacturer's latest design, standard production model and shall have been manufactured within the last twelve (12) months. All components shall be installed new, unused, and shall be manufacturer's standard equipment unless otherwise specified or replaced herein. Equipment is to be inspected, serviced, and adjusted in accordance with manufacturer's recommended pre-delivery checklist, and ready for operation upon delivery. Manufacturer's Statement of Origin (MSO) showing manufacture within the last 12 calendar months, and completed pre-delivery checklists for chassis and body will be required at delivery. Equipment offered under the below listed specifications will be considered unacceptable if, for any reason, the equipment's, or major component's, long term availability on the U.S. market, or in the local area, is in doubt.

Warranty and Parts – Dealer and manufacturer must provide the maximum standard manufacturer's warranty on all components parts and service included. All components, parts, and service are required to provide as a minimum **one year unlimited mileage/hour warranty**. All warranty times to start the date the vehicle is placed in service, not on the delivery date. The dealer will be notified by letter of the in-service date of each vehicle by serial number. Warranty will be fully explained by attaching separate, authenticated correspondence or entering such information in the remarks section of this bid. Warranty, reliability, and replacement captive parts costs and availability shall be a consideration in award of this bid. Warranty parts and service must be available within Bexar County or within a ten mile radius of Bexar County line and by a factory-authorized dealer identified below (NO EXCEPTIONS). All warranty repairs will be completed within three (3) days from the date equipment is delivered to the vendor unless otherwise approved by the appropriate City of San Antonio maintenance superintendent. Bidders will certify that all repairs needed after the warranty period will be available within Bexar County.

DEALER NAME: Terex Utilities

ADDRESS: 142 Gembler Rd., San Antonio, TX 78219

Equipment Manuals – Successful bidder to furnish one set of operator manuals covering all major components of the vehicle (cab, chassis and bodies) for each unit delivered. Successful bidder shall also provide five (5) complete sets of operator and shop repair manuals or CD/DVDs for each item bid, to include all major components, or prepaid 8-year subscription to manufacturer's maintenance/parts web site at no cost to the City.

Owners/Service/Parts Manuals – An operator's manual per unit, to include two (2) parts and maintenance manuals per model of all equipment, accessories, and components will be required at time of delivery. **All software to diagnose and adjust engine, transmission, anti lock brakes and any systems that requires software must be included in this bid for two (2) repair centers.**

Delivery – All deliveries are to be made inside the City limits of San Antonio. Vendor must deliver equipment to **Brooks City Base, 8220 Lindbergh Landing, Building 1106, San Antonio, TX 78235**. Delivery to a non-specified location will result in non-acceptance of the equipment by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, **NO EXCEPTIONS**. The Manufacturer's Statement of Origin (MSO) and an invoice are required upon delivery of each unit and before payment can be processed. Vehicles with more than 2000 miles accumulated on the odometer will not be accepted. All vehicles are required to have a full tank of fuel. **Vehicles to be delivered with current State Inspection Decal.**

All prices will be quoted F.O.B., designated City facility, freight prepaid. All bids will be submitted in triplicate and will include complete manufacturer's specifications for each model being bid. Successful vendor is required to notify the City of all production "cut-off" dates necessary for order submission.

All accessories and equipment will be OEM. The manufacturer will rate all equipment provided as low emission.

Air Conditioning – Air conditioning with integral heater and defroster units supplied under this specification to be OEM installed and designed for use with R-134A refrigerant. System must be capable of maintaining a temperature inside the operator cab of 70° F or less with an ambient temperature of not less than 95° F with a relative humidity of not less than 90%. As a minimum, system must have a radiator-mounted condenser, 3-speed fan and variable thermostat. If radiator mounted

condenser is not practical, remote mount must be approved by the Fleet Maintenance and Operations Manager before installation. Roof mounted units not acceptable. All air conditioner components to be compatible and recommended for end item.

Under this bid the left and right side is determined by sitting in the operator seat.

A pre-bid conference will be conducted on November 3, 2011, at 10:00 A.M. Location will be at the Fleet Operations Conference Room, 329 S. Frio, San Antonio, Texas 78207.

Under this bid, the City reserves the right to reject any bids and to waive irregularities and any requirements of the bid if deemed to be in the best interest of the City.

ITEM	QUANTITY	DESCRIPTION
1	8 Each	Conventional Cab, Refuse Collection Cab & Chassis Trucks, (Minimum GVRW 62,000-lbs.)

SPECIFICATIONS: Refuse Collection Cab and Chassis

All equipment furnished under this contract to be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, must also be included. Units to conform to the best practice known to the body trade in design, quality of material, and workmanship. Assemblies, sub-assemblies, and component parts to be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The equipment furnished must conform to ANSI Safety Standard Z245.1-1999.

Engine – Minimum 8.3 liter, in-line 6-cylinder turbo charged diesel, charge-air-cooled with electronic control system. Minimum of 350 HP at maximum 2100 RPM. Minimum gross torque rating of 1,000 lb. ft. at 1,400 RPM. Dual-element, dry-type air cleaner with cleanable outer element, replaceable safety element, and restriction warning light or indicator on the dash. Engine computer will be programmed to limit maximum vehicle speed to 60-MPH, engine idle time will be limited to 5-minutes, cruise control will not be activated. Any engine being bid must conform to latest EPA-2010 emission standard in effect at the time of bid. Engines made legal by use of manufacturer's EPA credits will not be accepted.

Engine Protection – All diesel engines furnished under these bids will be protected by an OEM engine protection system. As a minimum, the system will monitor engine and transmission oil pressure and temperature. Engine fuel solenoid must be de-energized and engine automatically stopped when any of the functions being monitored are unsafe per the manufacturer's specifications. System must provide time limited automatic override. System must provide audio and visual alarms for 30 seconds prior to shutdown.

Cooling System – Maximum capacity offered by the manufacturer. Coolant to be extended life, mixed to protect to -34° F. Silicone coolant hoses with stainless steel constant torque type hose clamps. Full flow, spin-on type, coolant filter. Low coolant warning to be provided.

PTO/Pump – PTO/Pump to be transmission mounted, dry valve type (Commercial Shearing 316-9414-001 or proven equal) with provisions for continuous flow for lubrication purposes and engage only with transmission in neutral. The pump must be controlled through a speed device that will automatically engage the pump at the proper engine RPM and will not allow engagement unless the engine is under 550-RPM and the truck transmission is in the neutral position. Unit to be equipped with over-speed protection that will disengage the PTO/pump in excess of 1800-RPM. Pump and hoses/plumbing to be protected with a metal guard that will be approved by the City at time of award.

Transmission – Allison 3000-RDS, six-speed transmission or proven equal with push button controls and Load-Based Shift Scheduling. Cooling system to be water to oil type. Transmission temperature gauge to be provided. Must be equipped with a forced auto neutral when the park brakes are applied. Operator must have to manually shift back to drive when the brakes are released. Equipped with a positive interlock, which cannot be overridden, preventing operation of hydraulic system unless transmission is in neutral, **(NO EXCEPTIONS)**. Push-button style keypad shift controller with illuminated digital display, indicator lights, low fluid level indicator, diagnostics (prognostics), and gear / mode selection display. Transmission covered by manufacturer's total warranty of 60 months, unlimited miles, 100% parts and labor.

Electrical – Units to be equipped with four 12 volt, heavy-duty batteries (minimum 2700 CCA) and battery disconnect switch. Alternator to be 12 volt, minimum 150 amps, and gauge of lead wires to be sufficient to meet calculated load for this application. All wiring to be abrasion resistant and designated for severe service/heavy-duty use. Circuit breakers, manual reset with trip indicator minimum, to be used in place of fuses in excess of 5 amps. Speedometer, tachometer, odometer, oil pressure, hour meter, fuel level, voltmeter, coolant temperature and air pressure gauges must be installed. Two cab marker lights will be wired to be lit whenever the battery disconnect switch is on.

Cab – Conventional type, flat dash, minimum interior width, 94 inches. Dash must be flat with adequate foot room for passenger in middle seating position. Maximum insulation (Extreme Climate Thermal Insulation) will be used to prevent engine and exterior heat and noise from penetrating into the cab. Driver seat to be mid back bucket type, National Cush-n-Aire, or equal. Passenger seats to be non-suspension 2/3 bench type. All seat belts to be Safety Orange. Arm rest on both doors. Doors will have power windows and locks. Windows will have factory and aftermarket tinting.

Frame – Minimum 3,700,000 RBM, double frame, side rail depth in body mounting area to be minimum 10 ¾-inches. All structural components, rails, braces, supports, etc., to be attached with "Huck-Bolt" type fasteners.

Front Axle –Setback with minimum 20,000 lbs. capacity, minimum 20,000 lbs. springs, minimum wheel cut 50 degrees, hub piloted steel hubs, with Stemco or equal front wheel visible cap bearing oiler. Front shock absorbers to be heaviest duty available for specified axle.

Steering – Integral power steering. Assist cylinders, if any, must be mounted above front axle. Steering column will be tilt/telescoping.

Rear Axle – Minimum 46,000 lbs., single speed tandem drive, to be Eaton DS463-P or proven equal, equipped with hub piloted steel hubs, ends equipped for disc brakes. Gear ratio installed must be capable of 70 mph +/-2 mph geared road speed at full engine governed RPM. Stemco or equal oil rear seals. Full locking differentials with audible interlock alarm in cab. The alarm must engage when the interlock is in the on position.

Rear Suspension – Minimum 46,000 lbs. capacity, Hendrickson HMX-460 with Hendrickson "Ultra Rod" torque rods. **(NO SUBSTITUTES ACCEPTABLE)**. Suspension shall be equipped with heaviest duty shock absorbers available with auxiliary spring gap properly adjusted after body installation and prior to delivery to City.

Wheels & Tires – All wheels to be 10-hole hub piloted steel disc wheel, 22.5 X 9.0, painted white. Tires to be Goodyear, 315/80R22.5 L, G289 WHA, DuraSeal. Wheels will have loose wheel stud indicators installed.

Brakes – Full air, Bendix ABS brake control system, S-cam service brakes. Brakes to be the maximum O.E.M size offered, minimum 16-½ x 7 front and 16-½ x 8-⅝ rear, and meet or exceed August 2011 Federal brake requirements. Front and rear, Rockwell or proven equal, automatic slack adjusters with stroke indicators. Minimum 15-CFM compressor, Midland Pure Air Plus Dryer Model DA-33100 with automatic drain valves Model KN-24000, or proven equal, and a manual drain valve on each tank with pull chains accessible from the side of the truck. It is preferred that the air tanks be grouped together easily accessible to an operator standing at the side of the truck, or tank drains are connected to a manifold system where drain valves are easily accessible. Spring set parking brakes on both rear axles. All brake drums to be cast iron. Brake linings to be non-asbestos, severe service. Quick connect coupling to be located in a protected area near the front bumper but not attached to the front bumper (Milton 747 or proven equal).

Fuel System – To be equipped with minimum 70-gallon metal tank. Fuel filtration system to include primary and secondary type fuel filter(s) with water separator. Full flow strainer must be installed in fuel filler neck. DEF tank to be a minimum of 23-gallons. Truck will be delivered with full fuel and DEF tanks.

Door Locks/Ignition Switch – Ignition and door locks will be keyed alike on all trucks purchased. Three keys will be furnished for each truck delivered.

Air Conditioning – Air conditioning with integral heater and defroster units supplied under this specification must be OEM installed and designed for use with 134A refrigerant. System must be capable of maintaining a temperature inside the operator cab of 70° F or less with an ambient temperature of not less than 95° F with a relative humidity of not less than 90%. As a minimum, system must have a radiator-mounted condenser, 3-speed fan and variable thermostat. If radiator mounted condenser is not practical, remote mount must be approved by the Fleet Acquisition Manager before installation. Roof mounted unit not acceptable. All air conditioner components to be compatible with, and recommended for, end item. Vehicles to be equipped with factory and aftermarket tinted glass and insulated cab headliner.

Units to be equipped with the following additional equipment:

- Motorized, West Coast type, right and left hand, heavy-duty, 6-inches x 16-inches split focus, (approximately 2/3 flat area, 1/3 adjustable convex) breakaway type, mirrors.
- Air horn(s) and electric horn(s).
- Turn indicators and clearance/marker lights will be LED type.
- Windshield wiper/washers with minimum 3-speed or variable speed wipers. Washer reservoir not to be mounted inside cab.
- 10-lb., ABC type fire extinguisher securely mounted in the cab.
- DOT triangle warning kit securely mounted in the cab.
- Exterior cab grab handles, both sides.
- Two (2) front tow hooks, frame attached, tow hooks to be designed and installed to allow for lifting and towing of vehicles without damaging bumper or other body parts. A wire rope, minimum 1-inch diameter, shall be provided and fastened to both tow hooks to attach tow equipment.
- Exterior sun visor, painted the same color as truck, and interior sun visors for driver and passengers.
- Minimum of two overhead mounted cab fans.
- Heavy-duty drive lines.
- Minimum AM/FM radio with two speakers.
- Cigar lighter/power port.
- Back up alarm
- Parabolic mirrors installed on front fenders to provide view of obstacles on sides of truck from front bumper to rear wheels.

Color – OEM white.

Exhaust System – Muffler, vertical tail pipe, and heat guard, to allow full utilization of specified cab-to-trunion. Minimal flexible exhaust tubing to be used. Truck exhaust system to exhaust above top level of body.

Specific Minimum Warranty Requirements:

- Basic Warranty – Entire vehicle – 12 months, 100,000 miles, 100% parts and labor.
- Transmission – Extended manufacturer's warranty – 60 months, unlimited miles, 100% parts and labor.
- Strobe Lights – 60 months, 100,000 miles, parts only.

Acceptable Chassis Model – Freightliner M2 106V, or proven equal. Any vendor bidding a "proven equal" must demonstrate their model prior to bid closing. **NO EXCEPTIONS WILL BE MADE.**

ITEM	QUANTITY	DESCRIPTION
2	8 Each	Refuse Body, 25 plus Cubic Yard, High Compaction, Rear Load

SPECIFICATIONS:

Unit to be current, new, heavy duty, production model, body, rear loader type.

Body compaction and ejection controls to be installed as recommended by body manufacturer's standard procedures. Controls to include buzzer signal system, buzzer installed in cab, must be heard over engine noise with switches located at each collector position (left and right).

Two vertical hand holds and 1 horizontal hand hold between the vertical hand holds and longest and widest running boards that manufacturer offers extending to very rear of body, to be provided for the safety and comfort of loading personnel. Location of handholds and running boards will be agreed upon with City operations and safety personnel prior to completion of first unit (call Don Romans at 210-207-1086 to schedule meeting). Rear wheel fenders, and/or mud flaps must be installed to adequately cover rear tires and designed to prevent debris or spray from wheels on wet road surfaces being projected on the collector positions. This requirement must also be approved prior to completion of first unit.

Body must be properly cleaned and prepared prior to painting. Primer coat to be thoroughly dry prior to final two coats. Body color will be Medium Grey Metallic, Sherwin-Williams, Dimensions, urethane enamel, paint code – DFP386, mix code - # 50374

Body must be constructed of new parts and materials, assembled completely and adjusted properly.

Minimum steel strength requirements:

Roof.....	8-GA.....	80,000-PSI
Sides.....	7-GA.....	80,000-PSI
Ejection Panel.....	8-GA.....	50,000-PSI
Sweep Panel.....	1/4-inch.....	100,000-PSI
Floor.....	1/4-inch.....	100,000-PSI
Tailgate (upper).....	7-GA.....	100,000-PSI
Tailgate (lower).....	3/8-inch.....	100,000-PSI
Hopper Floor (back).....	3/8-inch.....	100,000-PSI
Slide Panel.....	7-GA.....	100,000-PSI

Bidders will include with their bid, specific steel and yield strength to be utilized and, additionally, indicate exact locations of usage. Body weight to be a minimum of 16,000-lbs. and a maximum of 18,000-lbs.

Body to be positive ejector for unloading, single ejector cylinder must travel entire length of body. Tilt-to-dump type unloading will not be accepted.

Capacity of body to be minimum 25-cubic yards excluding loader hopper. Hopper to be minimum 3.5-cubic yard capacity without extensions.

The complete refuse body assemblies, subassemblies, component parts, etc. must be designed with a factor of safety that is equal to or greater than that which is considered standard and acceptable for this class of equipment. Completed refuse unit to meet or exceed current OSHA, State, ANSI, and industry safety standards.

Body to be equipped with side door opening on left front side or acceptable other location, as determined by the City, with locking device, foldable ladder, and a minimum of two handholds for access and to aid entry and exit. Lock handle will be no more than six feet from the ground. A device will be installed to hold the door open.

Body and all components provided are to be furnished with a minimum 12-month warranty, parts and labor included, covering initial 12-months operation from date equipment is placed into service. All body hydraulic cylinders will have a minimum of 24 months warranty coverage. In addition, refer to paragraph #13 on compaction requirements.

Unit to be equipped with a rack to secure a 3-gallon water cooler. Location will be approved prior to completion of first unit.

Compaction – Unit should be the manufacturer’s highest compaction product with a minimum of 1,000-lbs. per cubic yard as determined by the City of San Antonio. The packing capability of each body purchased will be re-evaluated at periodic intervals during the 12-month warranty period after the unit goes into service. Should the City determine that a body does not meet the minimum compaction requirements during any of these tests, the vendor will be advised and be required to take action to repair the body in question so that it will meet the minimum compaction requirements. Once the repair is accomplished to the satisfaction of the City, the warranty on the body will then be extended for a 12-month period from the date of re-acceptance by the City. The contractor will have the right to inspect compaction units during normal City working hours to assure that proper factory recommended service and maintenance are being performed. Abuse, and damage not attributable to faulty design, materials or workmanship, will exempt warranty expectations and must be documented by the vendor. A damage statement will be provided to the service center superintendent within 48 hours of inspection.

The unit’s metal hydraulic reservoir to be truck frame mounted with spin-on hydraulic oil filter(s). Minimum, 100-mesh strainer must be installed in the suction outlet and a minimum 10-micron filter to be used for the return line. A magnet to be installed in tank, accessible for cleaning. One-quarter (¼) turn ball valves or check valves must be installed on suction and outlet lines and to isolate the reservoir and filter assembly for service and maintenance. An electronic hydraulic safety shut down system to kill all power and stop all hydraulic functions with the push of a button will be mounted in a weather proof housing on the curb side within reach of operator’s hydraulic control levers.

All welds on body and tailgate are to be continuous (required flex seams on understructure). No skip welds will be accepted.

Lighting: All lights required by D.O.T. must be included. In addition, two (2), minimum 4-inch diameter, 10-diode, LED, combination tail, stop, and turn signals will be installed on the rear above the packer blade at a location to be designated. Each light will be protected by expanded metal shields that are easily removable to repair lights when necessary. Two (2), minimum 4" diameter, 10-diode, LED, combination tail, stop, and turn signals will be installed at the rear of the unit below the upper lip of the hopper (approximately centered from top to bottom of rear lower panel), one on the left side and one on the right side, protected by removable expanded steel guards. A lighted license plate bracket will be installed on the body above the packer blade centered on the body left to right. Two (2), minimum 4-inch diameter, 10-diode, LED, white backup lights to be installed. All clearance/marker lights will be LED type. Two (2) adjustable work lights to illuminate hopper area and a minimum of one (1) adjustable light on each side of the body to illuminate the collector's positions. Four (4) each, flush mounted amber strobe lights, (WHELEN TIR-6, SUPER-LED, 500 SERIES DIRECTIONAL WARNING LIGHT or proven equal) with user selectable flash patterns must be installed and wired to activate whenever engine is running. Two (2) amber strobe lights to be located at the front and two (2) amber strobe lights located at the rear of the body. Strobe lights will be set to a "Three Flash – Pause" pattern. Amber mid-ship clearance/turn signal lights shall be mounted on both sides of body. All lighting must be wired to standard chassis controls. Premium, self-sealing (Deutsch or equal) connectors must be used for all electrical connections. Reflective conspicuity tape must be applied along both sides and across the back of each packer body as required by DOT and ANSI.

A lockable, water tight toolbox, approximately 18 inches high, 18 inches deep and 20 inches wide, to be securely mounted on the right side of the frame, under the refuse body. Placement to be approved prior to completion of first unit.

A square nose shovel for cleaning area behind packer blade must be provided, with a bracket to secure the shovel attached to the body. Shovel and placement to be approved prior to completion of first unit.

Acceptable Body Model – New Way, King Cobra, 25-RL

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or date specified in the award letter if this contract does not exceed \$50,000. This contract shall terminate upon completion of all work described herein or delivery of all goods ordered, as applicable.

Damages for Delay:

The Parties agree that the actual damages that might be sustained by the City by reason of the breach by Vendor of its covenant to make delivery within the deadlines specified herein, whether delivery to the other vendor for completion of that vendor's work, or delivery to City, are uncertain and would be difficult of ascertainment, and that the sum of \$100.00 per day for each day delivery by said Vendor is late would be a reasonable compensation for such breach. Vendor hereby promises to pay, and the City hereby agrees to accept, such sum as liquidated damages, and not as a penalty, in the event of such breach. Furthermore, Parties agree that City may withhold said liquidated damages from any payments due to Vendor hereunder. The liquidated damages described herein are only assessable against the party causing the delay.

Cooperative Contract Provisions.

Term Consistent with Cooperative Contract. Notwithstanding anything to the contrary herein, no new orders may be placed hereunder after the expiration or termination of the underlying cooperative contract. Renewals cannot extend beyond the term of the underlying cooperative contract. Extensions cannot extend beyond the term of the underlying cooperative contract.

Contract Documents. The terms and conditions for performance and payment of compensation for this contract are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes:

This Request for Offer, including any attachments identified herein and addenda issued by City prior to acceptance of an offer from Offeror;

Any Purchase Orders Issued hereunder by City of San Antonio ("City"); and

Exhibit I – All applicable terms and conditions of the Cooperative Purchasing Contract number FOR RELEVANT VENDOR through BUYBOARD.

Order of Priority of Contract Documents. Should a conflict arise among the provisions of the contract documents, this RFO and any Purchase Order issued hereunder shall govern over Exhibit I, unless otherwise specifically provided herein.

This RFO includes the following: Instructions to Offerors, General Terms and Conditions, Supplemental Terms and Conditions, Product Specifications and Description of Services, Definitions, Price Schedule, any Attachments identified herein.

Warranty.

The warranty specified in Exhibit 1, if any, a minimum of 90-days product guarantee, or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

Rejection of Disclaimers of Warranties & Limitations Of Liability.

ANY TERM OR CONDITION IN EXHIBIT I, OR IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

006 - GENERAL TERMS & CONDITIONS

Electronic Offer Equals Original. If Vendor is submitting an electronic offer, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

Delivery of Goods/Services.

Destination Contract. Vendor shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this RFO or, if different, in the Purchase Order. Vendor shall bear the risk of loss until delivery. Freight charges will be paid only when expedited delivery is requested and approved in writing by City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

Failure to Deliver. When delivery is not met as provided for in the contract, City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by City as a result thereof. In addition, Vendor may be removed from City's list of eligible bidders.

Purchase Orders. Each time a City department wishes to place an order against this contract, it will issue Vendor a purchase order. Vendor must have the purchase order before making any delivery.

Acceptance by City. City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If City elects to accept nonconforming goods and services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate City for the nonconformity. Any acceptance by City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not to meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days' of the invoice.

Invoicing and Payment.

Address for Invoices. All original invoices must be sent to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

Information Required On Invoice.

All invoices must be in a form and content approved by City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount. City will not make partial payments on an invoice where there is a dispute.

NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAY SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

Amendments. Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Vendor. The Director of the Purchasing and General Services Department, or Director's designee, shall have authority to execute amendments on behalf of City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City.

Termination.

Termination-Breach. Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to the Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.

Termination-Funding. City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Termination by City may be effected by Director, without further action by the San Antonio City Council.

Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Vendor.

INDEMNIFICATION.

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph

shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall advise CITY in writing within 24 hours of any claim or demand against CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Vendor shall retain the records until the resolution of such litigation or other such questions. Vendor acknowledges and agrees that City shall have access to any and all such Documents at any and all times, as deemed necessary by City, during said Retention Period. City may, at its election, require Vendor to return the documents to City at Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

Vendor shall notify City, immediately, in the event Vendor receives any requests for information from a third party, which pertain to the Documents referenced herein. Vendor understands and agrees that City will process and handle all such requests.

Severability. If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

Compliance with Law. Vendor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

Certifications. Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

Venue. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section IILC.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, City reserves the right to deduct any delinquent taxes from payments that City may owe to the delinquent Vendor as a result of this contract.

Binding Contract. This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

Entire Agreement. This contract, including City's final electronically posted online version, together with its authorizing ordinance, and its price schedule(s), attachments, purchase orders, and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Amendment provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.**

007 - SIGNATURE PAGE

By submitting an offer, whether electronically or by paper, Offeror represents that:

(s)he is authorized to bind Offeror to fully comply with the terms and conditions of City's Request for Offer for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Offeror is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

If submitting your offer by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your offer.

Offeror Information

Please Print or Type

Vendor ID No. V1002310
Signer's Name R.L. Eastland
Name of Business Waste Systems Equipment, Inc.
Street Address 10028 Tanner Rd
City, State, Zip Code Houston, TX 77041
Email Address wse1975@sbceglobal.net
Telephone No. 713-439-0200
Fax No. 713-439-0718
City's Solicitation No. 6100000777



Signature of Person Authorized to Sign Offer

008 - STANDARD DEFINITIONS

Whenever a term defined by the Uniform Commercial Code ("UCC"), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

All-or-None Offer - an RFO in which City will award the entire contract to one offeror only.

Alternate Offer - two or more offers with substantive variations in the item or service offered from the same offeror in response to a solicitation.

Assignment - a transfer of claims, rights or interests in goods, services or property.

Bid Bond - security to ensure that Offeror (a) will not withdraw the offer within the period specified for acceptance, and (b) will furnish any required bonds and any necessary insurance within the time specified in the solicitation.

City - the City of San Antonio, a Texas home-rule municipal corporation.

Contractor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Director - the Director of City's Purchasing & General Services Department, or Director's designee.

Line Item - a listing of items in an offer for which an offeror is expected to provide separate pricing.

Offer - a complete, signed response to an RFO that, if accepted, would bind Offeror to perform the resultant contract.

Offeror - a person, firm or entity that submits an offer in response to a solicitation. The offeror whose offer is accepted by City may also be referred to herein as Contractor, Vendor or Supplier.

Payment Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor's failure to pay suppliers and subcontractors.

Performance Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Performance Deposit - security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Pre-Submittal Conference - a meeting conducted by City, held in order to allow offerors to ask questions about the proposed contract and particularly, the contract specifications.

Purchase Order - a validly issued order placed by an authorized City department for the purchase of goods or services, written on City's standard purchase order form, and which is the vendor's authority to deliver to and invoice City for the goods or services specified in an RFO for the price stated in vendor's offer.

Specifications - a description of what City requires and what Offeror must offer; a description of the physical or functional characteristics of a product or material, or the nature of a service or construction item.

Subcontractor - a person, firm or entity providing goods or services to a vendor to be used in the performance of the vendor's obligations under the contract with City.

Supplier - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Vendor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

009 - ATTACHMENTS

PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1	8 Each	Conventional Cab, Refuse Collection Cab & Chassis Trucks

PRICE EACH: \$ _____ \$ _____ TOTAL

YEAR, MAKE & MODEL CAB & CHASSIS: _____

CAB & CHASSIS WARRANTY: _____

SPECIFIC MAKE & MODEL OF ENGINE OFFERED (INCLUDE SAE NET HP):

ENGINE WARRANTY: _____

SPECIFIC MAKE & MODEL OF TRANSMISSION OFFERED:

TRANSMISSION WARRANTY: _____

ALL SOFTWARE TO DIAGNOSE AND ADJUST ENGINE, TRANSMISSION, ANTI LOCK BRAKES AND ANY SYSTEMS THAT REQUIRES SOFTWARE MUST BE INCLUDED IN THIS BID FOR TWO (2) REPAIR CENTERS

DIAGNOSTIC SOFTWARE LICENSES:

QUANTITY: 2

\$ _____ PRICE EACH \$ _____ PRICE TOTAL

OPTIONAL SOFTWARE RENEWAL:

1 - YEAR DIAGNOSTIC SOFTWARE RENEWAL LICENSES:

QUANTITY: 2

\$ _____ PRICE EACH \$ _____ PRICE TOTAL

TOTAL COOPERATIVE FEE: \$ _____

PRODUCTION CUT-OFF DATE: _____

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: _____.

BID PRICES SHALL REMAIN FIRM FOR ALL ORDERS PLACED PRIOR TO THIS CUT OFF DATE. IN THE EVENT THAT CITY DOES NOT AWARD A CONTRACT PRIOR TO PRODUCTION CUT OFF DATE, CAN BIDDER PROVIDE BID ITEMS, AT THE BID PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF DATE?

ITEM	QUANTITY	DESCRIPTION
2	8 Each	Refuse Body, 25 plus Cubic Yard, High Compaction, Rear Load

PRICE EACH: 64,618.45 \$ 516,947.60 TOTAL

YEAR, MAKE & MODEL: 2012 New Way King Cobra 25RL

BODY WARRANTY: 12 Months + 24 Months Cylinders

TOTAL COOPERATIVE FEE: \$ 400

PRODUCTION CUT-OFF DATE: 180 Days

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 5-8-12.

BID PRICES SHALL REMAIN FIRM FOR ALL ORDERS PLACED PRIOR TO THIS CUT OFF DATE. IN THE EVENT THAT CITY DOES NOT AWARD A CONTRACT PRIOR TO PRODUCTION CUT OFF DATE, CAN BIDDER PROVIDE BID ITEMS, AT THE BID PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF DATE? yes.



CITY OF SAN ANTONIO

P.O. Box 839966
SAN ANTONIO, TEXAS 78283-3966

ADDENDUM I

SUBJECT: Brush Collection, Refuse Trucks 25 CY Request for Offer (RFO 6100000777) scheduled to open: November 10, 2011; date of issue: October 28, 2011.

FROM: Jennifer Wood, CPPB, Procurement Manager

DATE: November 07, 2011

This notice shall serve as Addendum No. I, to the above-referenced Request for Offer and shall become part of the original proposal package and must be returned with proposal on or before the due date.

THE ABOVE MENTIONED REQUEST FOR OFFER IS HEREBY AMENDED AS FOLLOWS:

1. Change Page 8, SPECIFICATIONS AND GENERAL REQUIREMENTS to read as:

“**SCOPE:** The City of San Antonio is issuing this Request for Offer (RFO) to furnish Conventional Cab, 25+ Cubic Yard, High Compaction, Rear Load, Refuse Collection Trucks in accordance with the specifications listed herein. These vehicles include cab and chassis, and refuse body. They will be utilized for brush collection by the Solid Waste Management Department. This RFO is issued pursuant to cooperative purchasing contract number 358-10 through BuyBoard with Freightliner of San Antonio, who will provide the refuse collection cab & chassis trucks (Freightliner) and contract 357-10 through BuyBoard with Waste Systems Equipment Inc., who will provide the 25 plus cubic yard, high compaction, rear load refuse body (Waste Systems)”.

2. Change Page 8, DELIVERY DATES, paragraph 1 and 2 to read as:

- “1 Freightliner shall deliver a cab and chassis to Waste Systems no later than 100 days after receipt of City’s Purchase Order. Both parties shall execute and deliver to City a joint document confirming to City the date the cab and chassis is delivered to Waste Systems.
- 2 Waste Systems shall complete its installation of equipment and conversion no later than 75 days after receipt of the Cab & Chassis from Freightliner, unless extension is granted in writing by the City’s Director of Building and Equipment Services, or his designee. Waste Systems shall notify Freightliner of the date the conversion is completed and the unit ready for pick up by Freightliner, providing a copy of the notification to City.”

3. Page 8, GENERAL DESCRIPTION OF SCOPE & SERVICES, Paragraph 2, Change Paragraph to read as:

“Turnkey Delivery. The City desires a turnkey delivery for these trucks. However, since the purchase of the cabs and chassis, and the bodies, will be performed by different parties (Freightliner and Waste Systems, respectively) pursuant to different cooperative contracts, the City requires the two vendors to work together to ensure the successful delivery of the final, turnkey units. By submitting an offer pursuant to this contract, Vendor is accepting these terms and conditions, acknowledging interdependence with the other vendor, and agreeing that payment shall only be made once the final unit is delivered to and accepted by the City. **CITY SHALL HAVE NO RESPONSIBILITY TO PAY OR PERFORM UNTIL SUCH TIME AS A TURNKEY UNIT IS ACCEPTED BY CITY.**”

4. Page 8, GENERAL DESCRIPTION OF SCOPE & SERVICES, Paragraph 4, Change Paragraph to read as :

“Responsibility of Vendors. Freightliner shall be responsible for delivery of the cab and chassis to the City after Waste Systems completes its conversion, with all equipment installed and operational. It is Freightliner’s responsibility to coordinate delivery of the cab and chassis to Waste Systems and to retrieve the fully functional, converted cab and chassis and body from Waste Systems. Freightliner shall be responsible for resolving any issues regarding the cab and chassis and body, the conversion work, and the installed equipment prior to final delivery to City. Freightliner shall be responsible for the completion of pre-delivery inspections.”

5. Page 9, GENERAL CONDITIONS, add Paragraph after “Equipment Manuals” to read as:

“Owners/Service/Parts Manuals – An operator’s manual per unit, to include two (2) parts and maintenance manuals per model of all equipment, accessories, and components will be required at time of delivery. All software to diagnose and adjust engine, transmission, anti lock brakes and any systems that requires software must be included in this bid for two (2) repair centers.”

6. Page 9, SPECIFICATIONS; GENERAL CONDITIONS: Delivery

Change Sentence 6 to read as: “Vehicles with more than 2000 miles accumulated on the odometer will not be accepted.”

7. Page 10, SPECIFICATIONS; Item 1: Description

Change to read as: “Conventional Cab, Refuse Collection Cab & Chassis Trucks, (Minimum GVRW 62,000-lbs.)”

8. Page 11, SPECIFICATIONS; Item 1: Refuse Collection CAB and CHASSIS : Front Axle

Change Sentence 1 to read as: “Set back with minimum 20,000 lbs. capacity, minimum 20,000 lbs. springs, minimum wheel cut 50 degrees, hub piloted steel hubs, with Stemco or equal front wheel visible cap bearing oiler.”

9. Page 11, SPECIFICATIONS; Item 1: Refuse Collection CAB and CHASSIS: Brakes

Change Paragraph to read as:

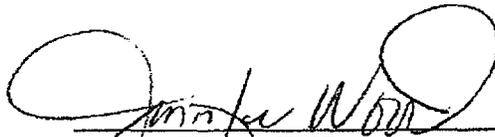
“Brakes – Full air, Bendix ABS brake control system, S-cam service brakes. Brakes to be the maximum O.E.M size offered, minimum 16-½ x 7 front and 16-½ x 8-¾ rear, and meet or exceed August 2011 Federal brake requirements. Front and rear, Rockwell or proven equal, automatic slack adjusters with stroke indicators. Minimum 15-CFM compressor, Midland Pure Air Plus Dryer Model DA-33100 with

automatic drain valves Model KN-24000, or proven equal, and a manual drain valve on each tank with pull chains accessible from the side of the truck. It is preferred that the air tanks be grouped together easily accessible to an operator standing at the side of the truck, or tank drains are connected to a manifold system where drain valves are easily accessible. Spring set parking brakes on both rear axles. All brake drums to be cast iron. Brake linings to be non-asbestos, severe service. Quick connect coupling to be located in a protected area near the front bumper but not attached to the front bumper (Milton 747 or proven equal).”

**10. Page 13, Item 2: REFUSE BODY SPECIFICATIONS; Minimum steel strength requirements:
Change Section to read as:**

“Roof.....	8-GA	80,000-PSI
Sides.....	7-GA	80,000-PSI
Ejection Panel	8-GA	50,000-PSI
Sweep Panel.....	1/4-inch	100,000-PSI
Floor.....	1/4-inch	100,000-PSI
Tailgate (upper).....	7-GA	100,000-PSI
Tailgate (lower).....	3/8-inch	100,000-PSI
Hopper Floor (back).....	3/8-inch	100,000-PSI
Slide Panel	7-GA	100,000-PSI”

****THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH THE PROPOSAL PACKAGE****



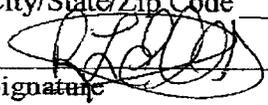
 Jennifer Wood, CPPB, Procurement Manager
 Finance Department – Procurement Division

Date 11-8-11

Company Name Waste Systems Equipment, Inc.

Address 10028 Tamer Rd.

City/State/Zip Code Houston, TX 77041

Signature 

City of San Antonio Bid Tabulation

Opened: November 10, 2011					
For: Refuse Collection Trucks		BuyBoard	BuyBoard	BuyBoard	
6100000778		DS	Freightliner of San Antonio, LTD.	Waste Systems Equipment, Inc.	Heil of Texas
Item	Description	QTY	8700 IH 10 East Converse, TX 78109 210-277-4373	10028 Tanner Rd. Houston, TX 77041 713-939-0200	503 Pop Gunn San Antonio, TX 78219
1	Refuse Collection - Conventional Cab, Cab & Chassis Trucks Price Each: Price Total: Year, Make & Model Cab & Chassis: Cab & Chassis Warranty: Specific Make & Model of Engine Offered (Include SAE NET HP): Engine Warranty: Specific Make & Model of Transmission Offered Transmission Warranty: Diagnostic Software Licenses: Price Each: Price Total: 1- Year Diagnostic Software Renewal Licenses Price Each: Price Total: BuyBoard Fee for Item 1: Delivery: Production Cut-off Date: Last day to order: Payment Terms:	13	\$138,656.00 \$1,802,528.00 2012-2013 Freightliner M2 Vocational- Severe Duty 1 year - 100K Miles Detroit Diesel - DD13 12.8L 380HP-1,450 Lb.ft. 2 years - unlimited miles (All) 5 yr 500K (major component) Allison 4500 RDS 5 years - unlimited miles	No Bid	No Bid
		2	\$2,600.00 \$5,200.00		
		2	\$500.00 \$1,000.00		
			\$400.00		
			180 Days 5/1/2012 2/15/2012		
			Net 30		
2	Refuse Collection Body, Rear Load 25 plus Cubic Yard High Compaction Price Each: Price Total: Year, Make & Model: Body Warranty: BuyBoard Fee for Item 2 Production Cut-Off Date: Last day to order: Payment Terms:	13	No Bid	\$65,999.82 \$857,997.66 New Way King Cobra 25RL 12 Months + 24 Months Cylinders \$400.00 180 Days 5/8/2012 Net 30	\$72,847.00 \$947,011.00 Heil DPF5000 1 yr Complete Body/5 year All Cylinder \$400.00 none none Net 30
	Total		\$1,809,128.00	\$858,397.66	\$947,411.00
	Total Award		\$1,809,128.00	\$858,397.66	



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR OFFER ("RFO") NO.: 6100000778

REFUSE COLLECTION TRUCKS

Date Issued: OCTOBER 28, 2011

RESPONSES MUST BE RECEIVED **NO LATER THAN:**
10:00 AM NOVEMBER 10, 2011

Responses may be submitted by any of the following means:

Electronic submission through the Portal

Hard copy in person or by mail

Address for hard copy responses:

Physical Address:

Purchasing & General Services
Riverview Tower
111 Soledad, Suite 1100
San Antonio, Texas 78205

Mailing Address:

Purchasing & General Services
P.O. Box 839966
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"REFUSE COLLECTION TRUCKS"

Offer Due Date: 10:00 A.M., NOVEMBER 10, 2011

RFO No.: 6100000778

Offeror's Name and Address

Bid Bond: Performance Bond: Payment Bond: Other:

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: N/A

DBE / ACDBE Requirements:

See Instructions for Offerors and Attachments sections for more information on these requirements.

Pre-Submittal Conference * YES

* If YES, the Pre-Submittal conference will be held on **NOVEMBER 3, 2011** at 10:00 A.M. at FLEET OPERATIONS CONFERENCE ROOM, 329 S. FRIO, SAN ANTONIO, TX 78207.

Staff Contact Person: DEBRA STEVENS, CONTRACT COORDINATOR, P.O. Box 839966, San Antonio, TX 78283-3966
Email: DEBRA.STEVENS@SANANTONIO.GOV

SBEDA Contact Information: N/A, ,

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

Submission of Hard Copy Offers. Submit one original offer, signed in ink, and two copies of the offer enclosed in a sealed envelope addressed to the Purchasing and General Services Department at the address and by the due date provided on the Cover Page. The name and address of offeror, the offer due date and RFO number and title shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected.

Submission of Electronic Offers. Submit one offer electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Offers sent to City by facsimile or email shall be rejected.

Modified Offers. Offers may be modified provided such modifications are received prior to the time and date set for submission of offers, and submitted in the same manner as original offers. For hard copy offers, provide a cover letter with the offer, indicating it is a modified offer and that the Original offer is being withdrawn. For electronic offers, a modified offer will automatically replace a prior offer submission. See below for information on submitting Alternate Offers.

City shall not be responsible for lost or misdirected offers or modifications.

Offerors must sign the Signature Page on hard copy offers and return the RFO document to City. For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

Offerors are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Offeror's being held liable for the submission.

Certified Vendor Registration Form. If Offeror has not completed the City's Certified Vendor Registration (CVR) Form, Offeror is required to do so prior to the due date for submission of offers. The CVR form may be accessed at <http://www.sanantonio.gov/purchasing/>. Offerors must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

Alternate Offers. Alternate offers may be allowed at the sole discretion of City.

Hard Copy Alternate Offers. Hard copy alternate offers must be submitted in separate sealed envelopes in the same manner as submission of other offers. Alternate offers must be marked consecutively on the envelope as Alternate Offer No. 1, 2, etc. Failure to submit alternate offers in separate envelopes may result in rejection of an offer.

Electronic Alternate Offers Submitted Through the Portal. All alternate offers are recorded with original offers when submitted electronically.

Catalog Pricing. (This section applies to offers using catalog pricing, unless this is a cooperative purchase.)

The offer will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price schedule.

Offerors shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which an offer is submitted. Offeror shall provide said catalog at the time of submission of its offer. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for bids submitted on paper, or PDF file for offers submitted electronically.

Offerors may submit price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date and price schedule. These price lists are subject to approval of the City Purchasing & General Services Department.

Specified items identified herein, if any, are for overall offer evaluation and represent the commonly and most used items. Net prices entered for those specified items must reflect the actual price derived from quoted price list less all discounts offered.

Restrictions on Communication.

Offerors are prohibited from communicating with: 1) elected City officials and their staff regarding the RFO or offers from the time the RFO has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFO has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the restrictions on communication with City employees include:

Offerors may ask verbal questions concerning this RFO at the Pre-Submittal Conference.

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before calendar days prior to the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Offerors may provide responses to questions asked of them by the Staff Contact Person after responses are received. The Staff Contact Person may request clarification to assist in evaluating the Offeror's response. The information provided is not intended to change the offer response in any fashion. Such additional information must be provided within two business days from City's request.

Offerors and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form (s), if any. The point of contact is identified on the Cover Page. Contacting the Small Business Office regarding this RFO after the due date is not permitted. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

If this solicitation contains DBE/ACDBE requirements, respondents and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Lisa Brice, who may be reached via telephone at (210) 207-3505 or through e-mail at lisa.brice@sanantonio.gov. Respondents and/or their agents may contact Ms. Brice at any time prior to the due date for submission of bids. Contacting her or her office regarding this RFO after the due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Offerors are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received prior to the conference may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. Call the Staff Contact Person for information on the location of the wheelchair accessible entrance, or to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on City.

Changes to RFO.

Changes to this RFO made prior to the offer due date shall be made directly to the original RFO. Changes are captured by creating a replacement version each time the RFO is changed. It is Offeror's responsibility to check for

new versions until the offer due date. City will assume that all offers received are based on the final version of the RFO as it exists on the day offers are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFO.

Preparation of Offers.

All information required by the RFO must be furnished or the offer may be deemed non-responsive and rejected. Any ambiguity in the offer as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of City.

Correct Legal Name. If an Offeror is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the offer may be rejected.

Line Item Offers. Any offer that is considered for award by each unit or line item, must include a price for each unit or line item for which Offeror wishes to be considered. All offers are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

All or None Offers. Any offer that is considered for award on an "all or none" basis must include a price for all units or line items. In an "All or None" offer, a unit price left blank shall result in the offer being deemed nonresponsive and disqualified from consideration. An "All or None" offer is one in which City will award the entire contract to one offeror only.

Delivery Dates. Proposed delivery dates must be shown in the offer form where required and shall include weekends and holidays, unless specified otherwise in this RFO. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the offer. Special delivery instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order.

Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Offerors must not include such taxes in offer prices. An exemption certificate will be signed by City where applicable upon request by Offeror after contract award.

Samples, Demonstrations and Pre-award Testing. If requested by City, Offeror shall provide product samples, demonstrations, and/or testing of items offered to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City's request. Failure to comply with City's request may result in rejection of an offer. All samples (including return thereof), demonstrations, and/or testing shall be at Offeror's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Estimated Quantities for Annual Contracts.

Designation as an "annual" contract is found in the contract's title on the Cover Page of this document. The quantities stated are estimates only and are in no way binding upon City. Estimated quantities are used for the purpose of evaluation. City may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

Offerors shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

Offerors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this RFO. No plea of ignorance by Offeror will be accepted as a basis for varying the requirements of City or the compensation to Offeror.

Confidential or Proprietary Information. All offers become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Offeror should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Offeror may not be considered confidential under Texas law, or pursuant to a

Court order. Pricing may be tabulated and posted to City's website, so shall not be considered proprietary or confidential.

Costs of Preparation. Offeror shall bear any and all costs that are associated with the preparation of the Offer, attendance at the Pre-Submittal conference, if any, or during any phase of the selection process.

Rejection of Offers.

City may reject any and all offers, in whole or in part, cancel the RFO and reissue the solicitation. City may reject an offer if:

Offeror misstates or conceals any material fact in the offer; or

The offer does not strictly conform to law or the requirements of the offer;

The offer is conditional; or

Any other reason that would lead City to believe that the offer is non-responsive or Offeror is not responsible.

City, in its sole discretion, may also waive any minor informalities or irregularities in any offer, such as failure to submit sufficient offer copies, failure to submit literature or similar attachments, or business affiliation information.

Changes to Offer Form. Offers must be submitted on the forms furnished. Offers that change the format or content of City's RFO may be rejected.

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Written notice of withdrawal shall be provided to the Staff Contact Person for offers submitted in hard copy. Offers submitted electronically may be withdrawn electronically.

Evaluation and Award of Contract.

City reserves the right to make an award on the basis of City's best interests. Award may also be made based on low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

A written award of acceptance, manifested by a City Ordinance, and a purchase order furnished to Offeror results in a binding contract without further action by either party. Offeror must have the Purchase Order before making any delivery.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

Inspection of Facilities/Equipment. Depending on the nature of the RFO, Offerors' facilities and equipment may be a determining factor in making the offer award. All Offerors may be subject to inspection of their facilities and equipment.

Prompt Payment Discount.

Provided Offeror meets the requirements stated herein, City shall take Offeror's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the offer price, either per line item or total offer amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in offer evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the offer price during offer evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

Prohibited Financial Interest. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City

or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Conflict of Interest. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or offers, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Offeror should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your sealed offer. The Purchasing Division will not deliver the form to the City Clerk for you.

004 - SPECIFICATIONS / SCOPE OF SERVICES

Refuse Collection Trucks

SPECIFICATIONS AND GENERAL REQUIREMENTS:

SCOPE: The City of San Antonio is issuing this Request for Offer (RFO) to furnish Conventional Cab, 25+ Cubic Yard, High Compaction, Rear Load, Refuse Collection Trucks in accordance with the specifications listed herein. These vehicles include cab and chassis, and refuse body. They will be utilized for refuse collection by the Solid Waste Management Department. This RFO is issued pursuant to cooperative purchasing contract number 358-10 through BuyBoard with Freightliner of San Antonio, who will provide the Refuse Collection - Conventional Cab, Cab & Chassis Trucks (Freightliner) and contract 357-10 through BuyBoard with a vendor to be determined who will provide the Refuse Collection Body, Rear Load 25 plus Cubic Yard, High Compaction (Body Vendor). City will notify Freightliner of the identity of the selected Body Vendor at the time City issues its purchase order to Freightliner.

DELIVERY DATES:

- 1 Freightliner shall deliver a cab and chassis to Body Vendor no later than **100 days** after receipt of City's Purchase Order. Both parties shall execute and deliver to City a joint document confirming to City the date the cab and chassis is delivered to Body Vendor.
- 2 Body Vendor shall complete its installation of equipment and conversion no later than **75 days** after receipt of the Cab & Chassis from Freightliner, unless extension is granted in writing by the City's Director of Building and Equipment Services, or his designee. Body Vendor shall notify Freightliner of the date the conversion is completed and the unit ready for pick up by Freightliner, providing a copy of the notification to City.
- 3 Freightliner shall complete all work and deliver turnkey units to City no later than **180 days** after receipt of City's Purchase Order, unless extension is granted in writing by the City's Director of Building and Equipment Services, or his designee.

GENERAL DESCRIPTION OF SCOPE & SERVICES GENERAL CONDITIONS:

Background: The City of San Antonio is soliciting offers for Cabs & Chassis from Freightliner in accordance with the specifications listed herein. The City is also soliciting an offer from Body Vendor to add the refuse collection body specified herein to the cab & chassis.

Turnkey Delivery. The City desires a turnkey delivery for these refuse collection trucks. However, since the purchase of the cabs and chassis, and the bodies, will be performed by different parties (Freightliner and Body Vendor, respectively) pursuant to different cooperative contracts, the City requires the two vendors to work together to ensure the successful delivery of the final, turnkey units. By submitting an offer pursuant to this contract, Vendor is accepting these terms and conditions, acknowledging interdependence with the other vendor, and agreeing that payment shall only be made once the final unit is delivered to and accepted by the City. **CITY SHALL HAVE NO RESPONSIBILITY TO PAY OR PERFORM UNTIL SUCH TIME AS A TURNKEY UNIT IS ACCEPTED BY CITY.**

Nature of Contract Document. Due to the unique nature of this agreement, City is presenting identical contracts to both vendors for signature. It is understood by the parties that while many terms and conditions contained herein apply to both parties, some will, by their nature, be applicable to only one party. A party should disregard a provision that is inapplicable to that party. Should there be any doubt as to the applicability of a provision, same shall be resolved by City.

Responsibility of Vendors. Freightliner shall be responsible for delivery of the cab and chassis to the City after Body Vendor completes its conversion, with all equipment installed and operational. It is Freightliner's responsibility to coordinate delivery of the cab and chassis to Body Vendor and to retrieve the fully functional, converted cab and chassis and body from Body Vendor. Freightliner shall be responsible for resolving any issues regarding the cab and chassis and body, the conversion work, and the installed equipment prior to final delivery to City. Freightliner shall be responsible for the completion of pre-delivery inspections.

Representations from Freightliner. Freightliner hereby represents:

- a) that it takes full responsibility for ensuring problem free installation of equipment and conversion of the cab and chassis and body;
- b) that it shall coordinate and jointly take responsibility for any issues with the conversion and installation of equipment prior to delivering the completed truck to the City of San Antonio;

Representations from both vendors:

- a) Warranty Information: warranties will be serviced by the respective awarded vendor.
- b) Training - Body Vendor will perform training at a time mutually agreed upon by City and Vendor. Training shall be conducted at a designated City facility, by a qualified instructor, after the first units are delivered and accepted. The City will not pay any cost incurred by the successful bidder in providing training. Vendor shall provide all tools and equipment needed for training, but may conduct training using a vehicle delivered to City hereunder. Vendor shall conduct training as follows:

Packer Body Training – Two, eight hour workdays of instruction for City technicians on required maintenance. A minimum of six, four hour training classes will be provided for equipment operators on proper operation of the equipment.

Vendor shall provide a DVD video to demonstrate the safe operation of the entire packer body system.

Tentative training itinerary shall be included with offer submittal. Training shall be conducted no later than 5 days after delivery of the first unit.

GENERAL CONDITIONS:

The following general conditions will apply to all items within this bid unless specifically excluded within any item. Equipment shall be manufacturer's latest design, standard production model and shall have been manufactured within the last twelve (12) months. All components shall be installed new, unused, and shall be manufacturer's standard equipment unless otherwise specified or replaced herein. Equipment is to be inspected, serviced, and adjusted in accordance with manufacturer's recommended pre-delivery checklist, and ready for operation upon delivery. Manufacturer's Statement of Origin (MSO) showing manufacture within the last 12 calendar months, and completed pre-delivery checklists for chassis and body will be required at delivery. Equipment offered under the below listed specifications will be considered unacceptable if, for any reason, the equipment's, or major component's, long term availability on the U.S. market, or in the local area, is in doubt.

Warranty and Parts – Dealer and manufacturer must provide the maximum standard manufacture's warranty on all components parts and service included. All components, parts, and service are required to provide as a minimum **one year unlimited mileage/hour warranty**. All warranty times to start the date the vehicle is placed in service, not on the delivery date. The dealer will be notified by letter of the in-service date of each vehicle by serial number. Warranty will be fully explained by attaching separate, authenticated correspondence or entering such information in the remarks section of this bid. Warranty, reliability, and replacement captive parts costs and availability shall be a consideration in award of this bid. Warranty parts and service must be available within Bexar County or within a ten (10) mile radius of Bexar County line and by a factory-authorized dealer identified below (NO EXCEPTIONS). All warranty repairs will be completed within three (3) days from the date equipment is delivered to the vendor unless otherwise approved by the appropriate City of San Antonio maintenance superintendent. Bidders will certify that all repairs needed after the warranty period will be available within Bexar County.

DEALER NAME: Terex Utilities
 ADDRESS: 142 Gembler Rd, San Antonio, TX 78219

Equipment Manuals – Successful bidder to furnish one set of operator manuals covering all major components of the vehicle (cab, chassis and bodies) for each unit delivered. Successful bidder shall also provide five (5) complete sets of operator and shop repair manuals or CD/DVDs for each item bid, to include all major components, or prepaid 8-year subscription to manufacturer's maintenance/parts web site at no cost to the City.

Owners/Service/Parts Manuals – An operator's manual per unit, to include two (2) parts and maintenance manuals per model of all equipment, accessories, and components will be required at time of delivery. **All software to diagnose and adjust engine, transmission, anti lock brakes and any systems that requires software must be included in this bid for two (2) repair centers.**

Delivery – All deliveries are to be made inside the City limits of San Antonio. Vendor must deliver equipment to Brooks City Base, 8220 Lindbergh Landing, Building 1106, San Antonio, TX 78235. Delivery to a non-specified location will result in non-acceptance of the equipment by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS. The Manufacturer’s Statement of Origin (MSO) and an invoice are required upon delivery of each unit and before payment can be processed. Vehicles with more than 2000 miles accumulated on the odometer will not be accepted. All vehicles are required to have a full tank of fuel. Vehicles to be delivered with current State Inspection Decal.

All prices will be quoted F.O.B., designated City facility, freight prepaid. All bids will be submitted in triplicate and will include complete manufacturer’s specifications for each model being bid. Successful vendor is required to notify the City of all production “cut-off” dates necessary for order submission.

All accessories and equipment will be OEM. The manufacturer will rate all equipment provided as low emission.

Air Conditioning – Air conditioning with integral heater and defroster units supplied under this specification to be OEM installed and designed for use with R-134A refrigerant. System must be capable of maintaining a temperature inside the operator cab of 70 F or less with an ambient temperature of not less than 95 F with a relative humidity of not less than 90%. As a minimum, system must have a radiator-mounted condenser, 3-speed fan and variable thermostat. If radiator mounted condenser is not practical, remote mount must be approved by the Fleet Maintenance and Operations Manager before installation. Roof mounted units not acceptable. All air conditioner components to be compatible and recommended for end item.

Under this bid the left and right side is determined by sitting in the operator seat.

A pre-bid conference will be conducted on November 3, 2011, at 10:00 A.M. Location will be at the Fleet Operations Conference Room, 329 S. Frio, San Antonio, Texas 78207.

Under this bid, the City reserves the right to reject any bids and to waive irregularities and any requirements of the bid if deemed to be in the best interest of the City.

ITEM	QUANTITY	DESCRIPTION
1	13 Each	Refuse Collection – Conventional Cab, Cab & Chassis Trucks

SPECIFICATIONS: Refuse Collection Cab and Chassis

All equipment furnished under this contract to be new, unused and the same as the manufacturer’s current production model. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, must also be included. Units to conform to the best practice known to the body trade in design, quality of material, and workmanship. Assemblies, sub-assemblies, and component parts to be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The equipment furnished must conform to ANSI Safety Standard Z245.1-1999.

Engine – Minimum 11.9-liter, in-line 6-cylinder turbo charged diesel, charge-air-cooled with electronic control system. Minimum of 350-HP at maximum 2100-RPM. Minimum peak torque rating of 1,450-lb. ft at 1,200-RPM. Dual-element, dry-type air cleaner with cleanable outer element, replaceable safety element, and restriction warning light or indicator on the dash. Engine computer will be programmed to limit maximum road speed to 60-MPH, engine idle time will be limited to 5-minutes, cruise control will not be activated. Any engine being bid must conform to latest EPA-2010 emission standard in effect at the time of bid. Engines made legal by use of manufacturer’s EPA credits will not be accepted.

Engine Protection – All diesel engines furnished under these bids will be protected by an OEM engine protection system. As a minimum, the system will monitor engine and transmission oil pressure and temperature. Engine fuel solenoid must be de-energized and engine automatically stopped when any of the functions being monitored are unsafe per the manufacturer’s specifications. System must provide time limited automatic override. System must provide audio and visual alarms for 30 seconds prior to shutdown.

Cooling System – Maximum capacity offered by the manufacturer. Coolant to be extended life, mixed to protect to -34° F. Silicone coolant hoses with stainless steel constant torque type hose clamps. Full flow, spin-on type, coolant filter. Low coolant warning to be provided.

PTO/Pump must be an operate-at-Idle system that includes a remote mount Denison tandem vane pump with transmission driven, constant duty PTO application, the pump shall supply a combined flow of 42-GPM at idle. The pump must be controlled through the Engine/Transmission ECU to engage in "Neutral Only" at engine idle RPM and not allow engagement above engine idle. The pump must disengage when the transmission is selected "drive" or "reverse" functions. For additional protection, the hydraulic system shall "cut off" the pumps with a transmission temperature sensor set at 250-degrees Fahrenheit. Unit to be equipped with over-speed protection that will disengage the PTO/pump in excess of 900-RPM. Pump and hoses/plumbing to be protected with a metal guard that will be approved by the City at time of award.

Transmission – Allison 4500-RDS, six-speed transmission or proven equal with push button controls and Load-Based Shift Scheduling. Cooling system to be water to oil type. Transmission temperature gauge to be provided. Must be equipped with a forced auto neutral when the park brakes are applied. Operator must have to manually shift back to drive when the brakes are released. Equipped with a positive interlock, which cannot be overridden, preventing operation of hydraulic system unless transmission is in neutral, **(NO EXCEPTIONS)**. Push-button style keypad shift controller with illuminated digital display, indicator lights, low fluid level indicator, diagnostics (prognostics), and gear / mode selection display. Transmission covered by manufacturer's total warranty of 60-months, unlimited miles, 100% parts and labor.

Electrical – Units to be equipped with four 12-volt, heavy-duty batteries (minimum 2700-CCA) and battery disconnect switch. Alternator to be 12-volt, minimum 200-amps, and gauge of lead wires to be sufficient to meet calculated load for this application. (See brake retarder below). All wiring to be abrasion resistant and designated for severe service/heavy-duty use. Circuit breakers, manual reset with trip indicator minimum, to be used in place of fuses in excess of 5-amps. Speedometer, tachometer, odometer, oil pressure, hour meter, fuel level, voltmeter, coolant temperature and air pressure gauges must be installed. Clearance, marker, stop, back up, and directional lights to be LED. Two cab marker lights will be wired to be lit whenever the battery disconnect switch is on.

Cab - Conventional type with seating for three, minimum interior width, 94-inches. Must have flat dash. **Cabs with curved dash panel will not be exempted.** Maximum insulation (Extreme Climate Thermal Insulation) will be used to prevent engine and exterior heat and noise from penetrating into the cab. Driver seat to be mid back bucket type, National Cush-n-Aire, or equal. Passenger seats to be non-suspension 2/3 bench type. Seat belts will be colored safety orange. Arm rest on both doors. Doors will have power windows and locks. Windows will have factory and aftermarket tinting.

Frame – Minimum 3,700,000-RBM, double frame, side rail depth in body mounting area to be minimum ten and three quarter inches (10¾-inch). All structural components, rails, braces, supports, etc., to be attached with "Huck-Bolt" type fasteners.

Front Axle –Setback with minimum 20,000-lbs. capacity, minimum 20,800-lbs. springs, minimum wheel cut 50-degrees, hub piloted steel hubs, out-board mount type brake drums with Stemco or equal front wheel visible cap bearing oiler. Front shock absorbers to be heaviest duty available for specified axle.

Steering – Integral power steering. Assist cylinders, if any, must be mounted above front axle. Steering column will be tilt/telescoping.

Rear Axle – Minimum 46,000-lbs., single speed tandem drive, equipped with hub piloted steel hubs, out-board mount type brake drums. Gear ratio installed must be capable of 70-mph +/-2 mph geared road speed at full engine governed RPM. Stemco or equal oil rear seals. Full locking differentials with audible interlock alarm in cab. The alarm must sound when the interlock is in the on position.

Rear Suspension – Minimum 46,000-lbs. capacity, Hendrickson HMX-460 with Hendrickson "Ultra Rod" torque rods. **(NO SUBSTITUTES ACCEPTABLE)**. Suspension shall be equipped with heaviest duty shock absorbers available with auxiliary spring gap properly adjusted after body installation and prior to delivery to City.

Wheels & Tires – All wheels to be 10-hole hub piloted steel disc wheel, 22.5 X 9.0, painted white. Tires to be Goodyear, 315/80R22.5 L, G289 WHA, DuraSeal. Wheels will have loose wheel indicators installed.

Brakes – Full air, outboard brakes with dust shields and ABS brake control system, S-cam service brakes. Brakes to be the maximum O.E.M size offered, minimum 16-½ x 7 front and 16-½ x 8-⅝ rear, and meet or exceed August 2011 Federal brake requirements. Front and rear Rockwell or equal automatic slack adjusters with stroke indicators. Minimum 15 CFM compressor, Midland Pure Air Plus dryer model DA-33100, or proven equal, with automatic drain valves Model KN-24000 or proven equal, and a manual drain valve on each tank. It is preferred that the air tanks be grouped together, easily accessible to an operator standing at the side of the truck. If not possible, all air tank drains shall be plumbed to a

manifold system where drain valves are at one location, easily accessible to an operator standing at the side of the truck. Spring set parking brakes on both rear axles. Quick connect coupling (Milton 747 or equal), connected to the emergency side of air system, to be located in a protected area near the front bumper.

Secondary Braking System – Equipped with an electromagnetic driveline brake retarder system that is compatible with the GVWR, engine, transmission, alternator, and brake system. Retarder will be frame mounted. Brake retarder must be activated when transmission is shifted into drive, and there shall be no switch inside the cab allowing the operator to adjust or to disengage the brake retarder. Engaged retarder will be split between the accelerator and the brake pedal. Retarder engagement to occur when driver releases the accelerator (60%) and when the driver depresses the brake pedal (40%). Vendor must provide calculation formula for determining size of retarder upon request. There will be no switch in the cab to disengage the brake retarder.

Fuel System – To be equipped with minimum 70-gallon metal tank. Fuel filtration system to include primary and secondary type fuel filter(s) with water separator. Full flow strainer must be installed in fuel filler neck. DEF tank to be a minimum of 23-gallons.

Door Locks/Ignition Switch – Ignition and door locks will be keyed alike on all trucks purchased. Three keys will be furnished for each truck delivered.

Air Conditioning – Air conditioning with integral heater and defroster units supplied under this specification must be OEM installed and designed for use with 134A refrigerant. System must be capable of maintaining a temperature inside the operator cab of 70°-F or less with an ambient temperature of not less than 95°-F with a relative humidity of not less than 90%. As a minimum, system must have a radiator-mounted condenser, 3-speed fan, and variable thermostat. If radiator mounted condenser is not practical, remote mount must be approved by the Fleet Acquisition Manager before installation. Roof mounted unit not acceptable. All air conditioner components to be compatible and recommended for end item. Vehicles to be equipped with factory and aftermarket tinted glass and insulated cab headliner.

Units to be equipped with the following additional equipment:

- Motorized, West Coast type, right and left hand, heavy-duty, 6-inch x 16-inch split focus, (approximately 2/3 flat area, 1/3 adjustable convex) breakaway type, mirrors.

- Air horn(s) and single electric horn.

- Windshield wiper/washers with minimum 3 speed or variable speed wipers. Washer reservoir not to be mounted inside cab.

- 10-lb., ABC type fire extinguisher securely mounted in the cab.

- DOT triangle warning kit securely mounted in the cab.

- Exterior cab grab handles, both sides.

- Two (2) front tow hooks installed on frame and strengthened sufficiently to lift, pull, and tow truck without damaging bumper or other body parts. A wire rope, minimum 1-inch diameter, shall be provided and fastened to both tow hooks to attach tow equipment.

- Exterior sun visor, painted the same color as truck, and interior sun visors for driver and passengers.

- Minimum of two overhead mounted cab fans.

- Heavy-duty drive lines.

- Minimum AM/FM radio with two speakers.

- Cigar lighter/power port.

- Back up alarm

- Parabolic mirrors installed on front fenders to provide view of obstacles on sides of truck from front bumper to rear wheels.

- All ignition switches and door locks keyed alike. Minimum of three keys to be provided with each truck.

- Decal showing the total height of the unit displayed on the dash.

Color – OEM white.

Exhaust System – Muffler, vertical tail pipe, and heat guard, to allow full utilization of specified cab-to-trunion. Minimal flexible exhaust tubing to be used. Truck exhaust system to exhaust above top level of body.

Specific Minimum Warranty Requirements:

- Basic Warranty – Entire vehicle – 12 months, 100,000 miles, 100% parts and labor.

- Transmission – Extended manufacturer's warranty – 60 months, unlimited miles, 100% parts and labor.

- Strobe Lights – 60 months, 100,000 miles, parts only.

ITEM	QUANTITY	DESCRIPTION
2	13 Each	Refuse Collection Body, Rear Load 25 plus Cubic Yard, High Compaction

SPECIFICATIONS:

Unit to be current, new, heavy duty, production model, body, rear loader type.

Body compaction and ejection controls to be installed as recommended by body manufacturer's standard procedures. Controls to include buzzer signal system, buzzer installed in cab, must be heard over engine noise with switches located at each collector position (left and right).

Two vertical hand holds and 1 horizontal hand hold between the vertical hand holds and longest and widest running boards that manufacturer offers extending to very rear of body, to be provided for the safety and comfort of loading personnel. Location of handholds and running boards will be agreed upon with City operations and safety personnel prior to completion of first unit (call Don Romans at 210-207-1086 to schedule meeting). Rear wheel fenders, and/or mud flaps must be installed to adequately cover rear tires and designed to prevent debris or spray from wheels on wet road surfaces being projected on the collector positions. This requirement must also be approved prior to completion of first unit.

Body must be properly cleaned and prepared prior to painting. Primer coat to be thoroughly dry prior to final two coats. A high luster finish coat must be applied using acrylic urethane, or proven equal. An ample amount to be applied to achieve a minimum dry thickness of two and one-half (2½) mil and will result in a finish of 3½ mil minimum thickness and up to 4-mil maximum finish. Body to be painted DuPont color number G-8845-WM.

Body must be constructed of new parts and materials, assembled completely, and adjusted properly.

Minimum steel strength requirements:

Roof	8 GA	80,000-PSI
Sides.....	8 GA	80,000-PSI
Ejection Panel.....	8 GA	50,000-PSI
Sweep Panel	¼-inch.....	100,000-PSI
Floor.....	7 GA	100,000-PSI
Tailgate (upper)	7 GA	100,000-PSI
Tailgate (lower).....	¼-inch.....	100,000-PSI
Hopper Floor (back).....	¼-inch.....	100,000-PSI
Slide Panel	7 GA	100,000-PSI

Bidders will include with their bid, specific steel and yield strength to be utilized and, additionally, indicate exact locations of usage showing compliance with this requirement. Body weight to be a minimum of 16,000-lbs. and a maximum of 18,000-lbs.

Body to be positive ejector for unloading, single ejector cylinder must travel entire length of body. Tilt-to-dump type unloading will not be accepted.

Capacity of body to be minimum 25-cubic yards excluding loader hopper. Hopper to be a minimum of 3.5-cubic yard capacity without extensions.

The complete refuse body assemblies, subassemblies, component parts, etc. must be designed with a factor of safety that is equal to or greater than that which is considered standard and acceptable for this class of equipment. Completed refuse unit to meet or exceed current OSHA, State, ANSI, and industry safety standards.

Body to be equipped with side door opening on left front side or acceptable other location, as determined by the City, with locking device, foldable ladder, and a minimum of two handholds for access and to aid entry and exit. Lock handle will be no more than six feet from the ground. A device will be installed to hold the door open.

Body and all components provided are to be furnished with a minimum 12-month warranty, parts, and labor included, covering initial 12-months operation from date equipment is placed into service. All body hydraulic cylinders will have a minimum of 24 months warranty coverage. In addition, refer to paragraph #13 on compaction requirements.

Unit to be equipped with a rack to secure a 3-gallon water cooler. Location will be approved prior to completion of first unit.

Compaction – Unit should be the manufacturer's highest compaction product with a minimum of 1,000-lbs. per cubic yard as determined by the City of San Antonio. The packing capability of each body purchased will be re-evaluated at periodic intervals during the 12-month warranty period after the unit goes into service. Should the City determine that a body does not meet the minimum compaction requirements during any of these tests, the vendor will be advised and be required to take action to repair the body in question so that it will meet the minimum compaction requirements. Once the repair is accomplished to the satisfaction of the City, the warranty on the body will then be extended for a 12-month period from the date of re-acceptance by the City. The contractor will have the right to inspect compaction units during normal City working hours to assure that proper factory recommended service and maintenance is being performed. Abuse, and damage not attributable to faulty design, materials, or workmanship, will exempt warranty expectations and must be documented by the vendor. A damage statement will be provided to the service center superintendent within 48-hours of inspection.

Unit to have metal hydraulic reservoir mounted to truck frame, with spin-on hydraulic oil filter(s). Minimum, 100-mesh strainer must be installed in the suction outlet and a minimum 10-micron filter to be used for the return line. A magnet to be installed in tank, accessible for cleaning. One-quarter (¼) turn ball valves or check valves must be installed on suction and outlet lines and to isolate the reservoir and filter assembly for service and maintenance. An electronic hydraulic safety shut down system to kill all power and stop all hydraulic functions with the push of a button will be mounted in a weatherproof housing on the curb side within reach of operator's hydraulic control levers.

All welds on body and tailgate are to be continuous (required flex seams on understructure). No skip welds will be accepted.

Lighting: All lights required by D.O.T. must be included. In addition, two (2), minimum 4-inch diameter, 10-diode, LED, combination tail, stop, and turn signals will be installed on the rear above the packer blade at a location to be designated. Each light will be protected by expanded metal shields that are easily removable to repair lights when necessary. Two (2), minimum 4-inch diameter, 10-diode, LED, combination tail, stop, and turn signals will be installed at the rear of the unit below the upper lip of the hopper (approximately centered from top to bottom of rear lower panel), one on the left side and one on the right side, protected by removable expanded steel guards. A lighted license plate bracket will be installed on the body above the packer blade centered on the body left to right. Two (2), minimum 4-inch diameter, 10-diode, LED, white backup lights to be installed. All clearance/marker lights will be LED type. Two (2) adjustable work lights to illuminate hopper area and a minimum of one (1) adjustable light on each side of the body to illuminate the collector's positions. Four (4) each, flush mounted amber strobe lights, (WHELEN TIR-6, SUPER-LED, 500 SERIES DIRECTIONAL WARNING LIGHT or proven equal) with user selectable flash patterns must be installed and wired to activate whenever engine is running. Two (2) amber strobe lights to be located at the front and two (2) amber strobe lights located at the rear of the body. Strobe lights will be set to a "Three Flash – Pause" pattern. Amber mid-ship clearance/turn signal lights shall be mounted on both sides of body. All lighting must be wired to standard chassis controls. Premium, self-sealing (Deutsch or equal) connectors must be used for all electrical connections. Reflective conspicuity tape must be applied along both sides and across the back of each packer body as required by DOT and ANSI. Mid-ship Amber turn / marker lights will be installed.

Each unit to be equipped with two "**Tuck Away**" type refuse cart lifters (tippers) capable of handling standardized American two-bar carts with capacities of 30 to 110-gallons. Lifter must be rotary actuated with independent controls, mounted on rear section of the body. Lifter to be evenly spaced, mounted flush to the top of the hopper sill, and must not protrude more than 3-inches from rear of the hopper. Lifters must not interfere with manual loading of the hopper and designed, installed, and adjusted to dump container load deep within the hopper to prevent spillage. Lifters must be fitted with a hydraulic breakaway device to prevent damage to lifters. Installation and placement will be approved prior to completion of first unit.

A lockable, water tight toolbox, approximately 18-inches high, 18-inches deep and 20-inches wide, to be securely mounted on the right side of the frame, under the refuse body. Placement to be approved prior to completion of first unit.

A square nose shovel for cleaning area behind packer blade must be provided, with a bracket to secure the shovel attached to the body. Shovel and placement to be approved prior to completion of first unit.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or date specified in the award letter if this contract does not exceed \$50,000. This contract shall terminate upon completion of all work described herein or delivery of all goods ordered, as applicable.

Damages for Delay:

The Parties agree that the actual damages that might be sustained by the City by reason of the breach by Vendor of its covenant to make delivery within the deadlines specified herein, whether delivery to the other vendor for completion of that vendor's work, or delivery to City, are uncertain and would be difficult of ascertainment, and that the sum of \$100.00 per day for each day delivery by said Vendor is late would be a reasonable compensation for such breach. Vendor hereby promises to pay, and the City hereby agrees to accept, such sum as liquidated damages, and not as a penalty, in the event of such breach. Furthermore, Parties agree that City may withhold said liquidated damages from any payments due to Vendor hereunder. The liquidated damages described herein are only assessable against the party causing the delay.

Cooperative Contract Provisions.

Term Consistent with Cooperative Contract. Notwithstanding anything to the contrary herein, no new orders may be placed hereunder after the expiration or termination of the underlying cooperative contract. Renewals cannot extend beyond the term of the underlying cooperative contract. Extensions cannot extend beyond the term of the underlying cooperative contract.

Contract Documents. The terms and conditions for performance and payment of compensation for this contract are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes:

This Request for Offer, including any attachments identified herein and addenda issued by City prior to acceptance of an offer from Offeror;

Any Purchase Orders Issued hereunder by City of San Antonio ("City"); and

Exhibit I – All applicable terms and conditions of the Cooperative Purchasing Contract number FOR RELEVANT VENDOR through BUYBOARD.

Order of Priority of Contract Documents. Should a conflict arise among the provisions of the contract documents, this RFO and any Purchase Order issued hereunder shall govern over Exhibit I, unless otherwise specifically provided herein.

This RFO includes the following: Instructions to Offerors, General Terms and Conditions, Supplemental Terms and Conditions, Product Specifications and Description of Services, Definitions, Price Schedule, any Attachments identified herein.

Warranty.

The warranty specified in Exhibit 1, if any, a minimum of 90-days product guarantee, or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

Rejection of Disclaimers of Warranties & Limitations Of Liability.

ANY TERM OR CONDITION IN EXHIBIT I, OR IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

006 - GENERAL TERMS & CONDITIONS

Electronic Offer Equals Original. If Vendor is submitting an electronic offer, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

Delivery of Goods/Services.

Destination Contract. Vendor shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this RFO or, if different, in the Purchase Order. Vendor shall bear the risk of loss until delivery. Freight charges will be paid only when expedited delivery is requested and approved in writing by City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

Failure to Deliver. When delivery is not met as provided for in the contract, City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by City as a result thereof. In addition, Vendor may be removed from City's list of eligible bidders.

Purchase Orders. Each time a City department wishes to place an order against this contract, it will issue Vendor a purchase order. Vendor must have the purchase order before making any delivery.

Acceptance by City. City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If City elects to accept nonconforming goods and services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate City for the nonconformity. Any acceptance by City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not to meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days' of the invoice.

Invoicing and Payment.

Address for Invoices. All original invoices must be sent to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

Information Required On Invoice.

All invoices must be in a form and content approved by City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount. City will not make partial payments on an invoice where there is a dispute.

NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAY SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

Amendments. Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Vendor. The Director of the Purchasing and General Services Department, or Director's designee, shall have authority to execute amendments on behalf of City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City.

Termination.

Termination-Breach. Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to the Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.

Termination-Funding. City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Termination by City may be effected by Director, without further action by the San Antonio City Council.

Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Vendor.

INDEMNIFICATION.

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph

shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall advise CITY in writing within 24 hours of any claim or demand against CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Vendor shall retain the records until the resolution of such litigation or other such questions. Vendor acknowledges and agrees that City shall have access to any and all such Documents at any and all times, as deemed necessary by City, during said Retention Period. City may, at its election, require Vendor to return the documents to City at Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

Vendor shall notify City, immediately, in the event Vendor receives any requests for information from a third party, which pertain to the Documents referenced herein. Vendor understands and agrees that City will process and handle all such requests.

Severability. If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

Compliance with Law. Vendor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

Certifications. Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

Venue. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section IILC.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, City reserves the right to deduct any delinquent taxes from payments that City may owe to the delinquent Vendor as a result of this contract.

Binding Contract. This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

Entire Agreement. This contract, including City's final electronically posted online version, together with its authorizing ordinance, and its price schedule(s), attachments, purchase orders, and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Amendment provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.**

007 - SIGNATURE PAGE

By submitting an offer, whether electronically or by paper, Offeror represents that:

(s)he is authorized to bind Offeror to fully comply with the terms and conditions of City's Request for Offer for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Offeror is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

If submitting your offer by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your offer.

Offeror Information

Please Print or Type

Vendor ID No.	V1002310
Signer's Name	R. L. Eastland
Name of Business	Waste Systems Equipment, Inc.
Street Address	10028 Tanner Rd.
City, State, Zip Code	Houston, TX 77041
Email Address	wse1975@sbcglobal.net
Telephone No.	713-939-0200
Fax No.	713-939-0718
City's Solicitation No.	6100000978



Signature of Person Authorized to Sign Offer

008 - STANDARD DEFINITIONS

Whenever a term defined by the Uniform Commercial Code ("UCC"), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

All-or-None Offer - an RFO in which City will award the entire contract to one offeror only.

Alternate Offer - two or more offers with substantive variations in the item or service offered from the same offeror in response to a solicitation.

Assignment - a transfer of claims, rights or interests in goods, services or property.

Bid Bond - security to ensure that Offeror (a) will not withdraw the offer within the period specified for acceptance, and (b) will furnish any required bonds and any necessary insurance within the time specified in the solicitation.

City - the City of San Antonio, a Texas home-rule municipal corporation.

Contractor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Director - the Director of City's Purchasing & General Services Department, or Director's designee.

Line Item - a listing of items in an offer for which an offeror is expected to provide separate pricing.

Offer - a complete, signed response to an RFO that, if accepted, would bind Offeror to perform the resultant contract.

Offeror - a person, firm or entity that submits an offer in response to a solicitation. The offeror whose offer is accepted by City may also be referred to herein as Contractor, Vendor or Supplier.

Payment Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor's failure to pay suppliers and subcontractors.

Performance Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Performance Deposit - security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Pre-Submittal Conference - a meeting conducted by City, held in order to allow offerors to ask questions about the proposed contract and particularly, the contract specifications.

Purchase Order - a validly issued order placed by an authorized City department for the purchase of goods or services, written on City's standard purchase order form, and which is the vendor's authority to deliver to and invoice City for the goods or services specified in an RFO for the price stated in vendor's offer.

Specifications - a description of what City requires and what Offeror must offer; a description of the physical or functional characteristics of a product or material, or the nature of a service or construction item.

Subcontractor - a person, firm or entity providing goods or services to a vendor to be used in the performance of the vendor's obligations under the contract with City.

Supplier - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Vendor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

009 - ATTACHMENTS

PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1	13 Each	Refuse Collection – Conventional Cab, Cab & Chassis Trucks

PRICE EACH: \$ _____ \$ _____ TOTAL

YEAR, MAKE & MODEL CAB & CHASSIS: _____

CAB & CHASSIS WARRANTY: _____

SPECIFIC MAKE & MODEL OF ENGINE OFFERED (INCLUDE SAE NET HP):

ENGINE WARRANTY: _____

SPECIFIC MAKE & MODEL OF TRANSMISSION OFFERED:

TRANSMISSION WARRANTY: _____

ALL SOFTWARE TO DIAGNOSE AND ADJUST ENGINE, TRANSMISSION, ANTI LOCK BRAKES AND ANY SYSTEMS THAT REQUIRES SOFTWARE MUST BE INCLUDED IN THIS BID FOR TWO (2) REPAIR CENTERS

DIAGNOSTIC SOFTWARE LICENSES:

QUANTITY: 2

\$ _____ PRICE EACH \$ _____ PRICE TOTAL

OPTIONAL SOFTWARE RENEWAL:

1 - YEAR DIAGNOSTIC SOFTWARE RENEWAL LICENSES:

QUANTITY: 2

\$ _____ PRICE EACH \$ _____ PRICE TOTAL

TOTAL COOPERATIVE FEE: \$ _____

PRODUCTION CUT-OFF DATE: _____

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: _____

BID PRICES SHALL REMAIN FIRM FOR ALL ORDERS PLACED PRIOR TO THIS CUT OFF DATE. IN THE EVENT THAT CITY DOES NOT AWARD A CONTRACT PRIOR TO PRODUCTION CUT OFF DATE, CAN BIDDER PROVIDE BID ITEMS, AT THE BID PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF DATE? _____.

ITEM	QUANTITY	DESCRIPTION
2	13 Each	Refuse Collection Body, Rear Load 25 plus Cubic Yard High Compaction

PRICE EACH: 65,999.82 \$ 857,997.66 TOTAL

MAKE & MODEL: New Way King Cobra 25 RL

BODY WARRANTY: 12 Months + 24 Months Cylinder

TOTAL COOPERATIVE FEE: \$ 400.00

PRODUCTION CUT-OFF DATE: 180 Days

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 5-8-12

BID PRICES SHALL REMAIN FIRM FOR ALL ORDERS PLACED PRIOR TO THIS CUT OFF DATE. IN THE EVENT THAT CITY DOES NOT AWARD A CONTRACT PRIOR TO PRODUCTION CUT OFF DATE, CAN BIDDER PROVIDE BID ITEMS, AT THE BID PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF DATE? yes.



CITY OF SAN ANTONIO

P.O. Box 839966
SAN ANTONIO, TEXAS 78283-3966

ADDENDUM I

SUBJECT: Refuse Collection Trucks, Request for Offer (RFO 6100000778) scheduled to open: November 10, 2011; date of issue: October 28, 2011.

FROM: Jennifer Wood, CPPB, Procurement Manager

DATE: November 07, 2011

This notice shall serve as Addendum No. I, to the above-referenced Request for Offer and shall become part of the original proposal package and must be returned with proposal on or before the due date.

THE ABOVE MENTIONED REQUEST FOR OFFER IS HEREBY AMENDED AS FOLLOWS:

1. Page 9, **GENERAL CONDITIONS**, add Paragraph after “Equipment Manuals” to read as:

“Owners/Service/Parts Manuals – An operator’s manual per unit, to include two (2) parts and maintenance manuals per model of all equipment, accessories, and components will be required at time of delivery. All software to diagnose and adjust engine, transmission, anti lock brakes and any systems that requires software must be included in this bid for two (2) repair centers.”

2. Page 9, **SPECIFICATIONS; GENERAL CONDITIONS; Delivery**

Change Sentence 6 to read as: “Vehicles with more than 2000 miles accumulated on the odometer will not be accepted.”

3. Page 11, **SPECIFICATIONS; Item 1: Refuse Collections CAB and CHASSIS; Secondary Braking System,**

Change 2nd Sentence to read as: “Retarder will be frame mounted.”

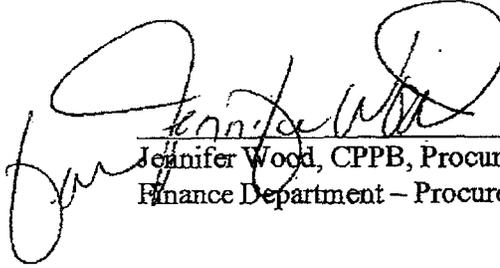
4. Page 13, **Item 2; REFUSE COLLECTION BODY SPECIFICATIONS:**

Minimum steel strength requirements:

Change Sentence 1, 2 and 3 to read as:

“Roof.....8-GA.....80,000-PSI
Sides.....8-GA.....80,000-PSI
Ejection Panel.....8-GA.....50,000-PSI”

****THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH THE PROPOSAL PACKAGE****



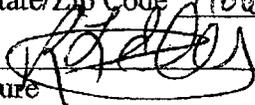
Jennifer Wood, CPPB, Procurement Manager
Finance Department – Procurement Division

Date 11-8-11

Company Name Waste Systems Equipment, Inc.

Address 10028 Tanner Rd

City/State/Zip Code Houston, TX 77041


Signature _____



Original

SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR OFFER ("RFO") NO.: 6100000778

REFUSE COLLECTION TRUCKS

Date Issued: OCTOBER 28, 2011

RESPONSES MUST BE RECEIVED NO LATER THAN:
10:00 AM NOVEMBER 10, 2011

Responses may be submitted by any of the following means:
Electronic submission through the Portal
Hard copy in person or by mail

Address for hard copy responses:

Physical Address:
Purchasing & General Services
Riverview Tower
111 Soledad, Suite 1100
San Antonio, Texas 78205

Mailing Address:
Purchasing & General Services
P.O. Box 839966
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope
"REFUSE COLLECTION TRUCKS"
Offer Due Date: 10:00 A.M., NOVEMBER 10, 2011
RFO No.: 6100000778
Offeror's Name and Address

Bid Bond: Performance Bond: Payment Bond: Other:

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: N/A DBE / ACDBE Requirements:

See Instructions for Offerors and Attachments sections for more information on these requirements.

Pre-Submittal Conference * YES

* If YES, the Pre-Submittal conference will be held on **NOVEMBER 3, 2011** at 10:00 A.M. at FLEET OPERATIONS CONFERENCE ROOM, 329 S. FRIO, SAN ANTONIO, TX 78207.

Staff Contact Person: DEBRA STEVENS, CONTRACT COORDINATOR, P.O. Box 839966, San Antonio, TX 78283-3966
Email: DEBRA.STEVENS@SANANTONIO.GOV

SBEDA Contact Information: N/A, ,

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

Submission of Hard Copy Offers. Submit one original offer, signed in ink, and two copies of the offer enclosed in a sealed envelope addressed to the Purchasing and General Services Department at the address and by the due date provided on the Cover Page. The name and address of offeror, the offer due date and RFO number and title shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected.

Submission of Electronic Offers. Submit one offer electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Offers sent to City by facsimile or email shall be rejected.

Modified Offers. Offers may be modified provided such modifications are received prior to the time and date set for submission of offers, and submitted in the same manner as original offers. For hard copy offers, provide a cover letter with the offer, indicating it is a modified offer and that the Original offer is being withdrawn. For electronic offers, a modified offer will automatically replace a prior offer submission. See below for information on submitting Alternate Offers.

City shall not be responsible for lost or misdirected offers or modifications.

Offerors must sign the Signature Page on hard copy offers and return the RFO document to City. For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

Offerors are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Offeror's being held liable for the submission.

Certified Vendor Registration Form. If Offeror has not completed the City's Certified Vendor Registration (CVR) Form, Offeror is required to do so prior to the due date for submission of offers. The CVR form may be accessed at <http://www.sanantonio.gov/purchasing/>. Offerors must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

Alternate Offers. Alternate offers may be allowed at the sole discretion of City.

Hard Copy Alternate Offers. Hard copy alternate offers must be submitted in separate sealed envelopes in the same manner as submission of other offers. Alternate offers must be marked consecutively on the envelope as Alternate Offer No. 1, 2, etc. Failure to submit alternate offers in separate envelopes may result in rejection of an offer.

Electronic Alternate Offers Submitted Through the Portal. All alternate offers are recorded with original offers when submitted electronically.

Catalog Pricing. (This section applies to offers using catalog pricing, unless this is a cooperative purchase.)

The offer will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price schedule.

Offerors shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which an offer is submitted. Offeror shall provide said catalog at the time of submission of its offer. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for bids submitted on paper, or PDF file for offers submitted electronically.

Offerors may submit price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date and price schedule. These price lists are subject to approval of the City Purchasing & General Services Department.

Specified items identified herein, if any, are for overall offer evaluation and represent the commonly and most used items. Net prices entered for those specified items must reflect the actual price derived from quoted price list less all discounts offered.

Restrictions on Communication.

Offerors are prohibited from communicating with: 1) elected City officials and their staff regarding the RFO or offers from the time the RFO has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFO has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the restrictions on communication with City employees include:

Offerors may ask verbal questions concerning this RFO at the Pre-Submittal Conference.

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before calendar days prior to the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Offerors may provide responses to questions asked of them by the Staff Contact Person after responses are received. The Staff Contact Person may request clarification to assist in evaluating the Offeror's response. The information provided is not intended to change the offer response in any fashion. Such additional information must be provided within two business days from City's request.

Offerors and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form (s), if any. The point of contact is identified on the Cover Page. Contacting the Small Business Office regarding this RFO after the due date is not permitted. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

If this solicitation contains DBE/ACDBE requirements, respondents and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Lisa Brice, who may be reached via telephone at (210) 207-3505 or through e-mail at lisa.brice@sanantonio.gov. Respondents and/or their agents may contact Ms. Brice at any time prior to the due date for submission of bids. Contacting her or her office regarding this RFO after the due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Offerors are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received prior to the conference may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. Call the Staff Contact Person for information on the location of the wheelchair accessible entrance, or to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on City.

Changes to RFO.

Changes to this RFO made prior to the offer due date shall be made directly to the original RFO. Changes are captured by creating a replacement version each time the RFO is changed. It is Offeror's responsibility to check for

new versions until the offer due date. City will assume that all offers received are based on the final version of the RFO as it exists on the day offers are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFO.

Preparation of Offers.

All information required by the RFO must be furnished or the offer may be deemed non-responsive and rejected. Any ambiguity in the offer as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of City.

Correct Legal Name. If an Offeror is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the offer may be rejected.

Line Item Offers. Any offer that is considered for award by each unit or line item, must include a price for each unit or line item for which Offeror wishes to be considered. All offers are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

All or None Offers. Any offer that is considered for award on an "all or none" basis must include a price for all units or line items. In an "All or None" offer, a unit price left blank shall result in the offer being deemed nonresponsive and disqualified from consideration. An "All or None" offer is one in which City will award the entire contract to one offeror only.

Delivery Dates. Proposed delivery dates must be shown in the offer form where required and shall include weekends and holidays, unless specified otherwise in this RFO. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the offer. Special delivery instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order.

Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Offerors must not include such taxes in offer prices. An exemption certificate will be signed by City where applicable upon request by Offeror after contract award.

Samples, Demonstrations and Pre-award Testing. If requested by City, Offeror shall provide product samples, demonstrations, and/or testing of items offered to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City's request. Failure to comply with City's request may result in rejection of an offer. All samples (including return thereof), demonstrations, and/or testing shall be at Offeror's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Estimated Quantities for Annual Contracts.

Designation as an "annual" contract is found in the contract's title on the Cover Page of this document. The quantities stated are estimates only and are in no way binding upon City. Estimated quantities are used for the purpose of evaluation. City may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

Offerors shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

Offerors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this RFO. No plea of ignorance by Offeror will be accepted as a basis for varying the requirements of City or the compensation to Offeror.

Confidential or Proprietary Information. All offers become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Offeror should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Offeror may not be considered confidential under Texas law, or pursuant to a

Court order. Pricing may be tabulated and posted to City's website, so shall not be considered proprietary or confidential.

Costs of Preparation. Offeror shall bear any and all costs that are associated with the preparation of the Offer, attendance at the Pre-Submittal conference, if any, or during any phase of the selection process.

Rejection of Offers.

City may reject any and all offers, in whole or in part, cancel the RFO and reissue the solicitation. City may reject an offer if:

Offeror misstates or conceals any material fact in the offer; or

The offer does not strictly conform to law or the requirements of the offer;

The offer is conditional; or

Any other reason that would lead City to believe that the offer is non-responsive or Offeror is not responsible.

City, in its sole discretion, may also waive any minor informalities or irregularities in any offer, such as failure to submit sufficient offer copies, failure to submit literature or similar attachments, or business affiliation information.

Changes to Offer Form. Offers must be submitted on the forms furnished. Offers that change the format or content of City's RFO may be rejected.

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Written notice of withdrawal shall be provided to the Staff Contact Person for offers submitted in hard copy. Offers submitted electronically may be withdrawn electronically.

Evaluation and Award of Contract.

City reserves the right to make an award on the basis of City's best interests. Award may also be made based on low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

A written award of acceptance, manifested by a City Ordinance, and a purchase order furnished to Offeror results in a binding contract without further action by either party. Offeror must have the Purchase Order before making any delivery.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

Inspection of Facilities/Equipment. Depending on the nature of the RFO, Offerors' facilities and equipment may be a determining factor in making the offer award. All Offerors may be subject to inspection of their facilities and equipment.

Prompt Payment Discount.

Provided Offeror meets the requirements stated herein, City shall take Offeror's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the offer price, either per line item or total offer amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in offer evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the offer price during offer evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

Prohibited Financial Interest. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City

or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Conflict of Interest. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or offers, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Offeror should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your sealed offer. The Purchasing Division will not deliver the form to the City Clerk for you.

004 - SPECIFICATIONS / SCOPE OF SERVICES

Refuse Collection Trucks

SPECIFICATIONS AND GENERAL REQUIREMENTS:

SCOPE: The City of San Antonio is issuing this Request for Offer (RFO) to furnish Conventional Cab, 25+ Cubic Yard, High Compaction, Rear Load, Refuse Collection Trucks in accordance with the specifications listed herein. These vehicles include cab and chassis, and refuse body. They will be utilized for refuse collection by the Solid Waste Management Department. This RFO is issued pursuant to cooperative purchasing contract number 358-10 through BuyBoard with Freightliner of San Antonio, who will provide the Refuse Collection - Conventional Cab, Cab & Chassis Trucks (Freightliner) and contract 357-10 through BuyBoard with a vendor to be determined who will provide the Refuse Collection Body, Rear Load 25 plus Cubic Yard, High Compaction (Body Vendor). City will notify Freightliner of the identity of the selected Body Vendor at the time City issues its purchase order to Freightliner.

DELIVERY DATES:

- 1 Freightliner shall deliver a cab and chassis to Body Vendor no later than **100 days** after receipt of City's Purchase Order. Both parties shall execute and deliver to City a joint document confirming to City the date the cab and chassis is delivered to Body Vendor.
- 2 Body Vendor shall complete its installation of equipment and conversion no later than **75 days** after receipt of the Cab & Chassis from Freightliner, unless extension is granted in writing by the City's Director of Building and Equipment Services, or his designee. Body Vendor shall notify Freightliner of the date the conversion is completed and the unit ready for pick up by Freightliner, providing a copy of the notification to City.
- 3 Freightliner shall complete all work and deliver turnkey units to City no later than **180 days** after receipt of City's Purchase Order, unless extension is granted in writing by the City's Director of Building and Equipment Services, or his designee.

GENERAL DESCRIPTION OF SCOPE & SERVICES GENERAL CONDITIONS:

Background: The City of San Antonio is soliciting offers for Cabs & Chassis from Freightliner in accordance with the specifications listed herein. The City is also soliciting an offer from Body Vendor to add the refuse collection body specified herein to the cab & chassis.

Turnkey Delivery. The City desires a turnkey delivery for these refuse collection trucks. However, since the purchase of the cabs and chassis, and the bodies, will be performed by different parties (Freightliner and Body Vendor, respectively) pursuant to different cooperative contracts, the City requires the two vendors to work together to ensure the successful delivery of the final, turnkey units. By submitting an offer pursuant to this contract, Vendor is accepting these terms and conditions, acknowledging interdependence with the other vendor, and agreeing that payment shall only be made once the final unit is delivered to and accepted by the City. **CITY SHALL HAVE NO RESPONSIBILITY TO PAY OR PERFORM UNTIL SUCH TIME AS A TURNKEY UNIT IS ACCEPTED BY CITY.**

Nature of Contract Document. Due to the unique nature of this agreement, City is presenting identical contracts to both vendors for signature. It is understood by the parties that while many terms and conditions contained herein apply to both parties, some will, by their nature, be applicable to only one party. A party should disregard a provision that is inapplicable to that party. Should there be any doubt as to the applicability of a provision, same shall be resolved by City.

Responsibility of Vendors. Freightliner shall be responsible for delivery of the cab and chassis to the City after Body Vendor completes its conversion, with all equipment installed and operational. It is Freightliner's responsibility to coordinate delivery of the cab and chassis to Body Vendor and to retrieve the fully functional, converted cab and chassis and body from Body Vendor. Freightliner shall be responsible for resolving any issues regarding the cab and chassis and body, the conversion work, and the installed equipment prior to final delivery to City. Freightliner shall be responsible for the completion of pre-delivery inspections.

Representations from Freightliner. Freightliner hereby represents:

- a) that it takes full responsibility for ensuring problem free installation of equipment and conversion of the cab and chassis and body;
- b) that it shall coordinate and jointly take responsibility for any issues with the conversion and installation of equipment prior to delivering the completed truck to the City of San Antonio;

Representations from both vendors:

- a) Warranty Information: warranties will be serviced by the respective awarded vendor.
- b) Training - Body Vendor will perform training at a time mutually agreed upon by City and Vendor. Training shall be conducted at a designated City facility, by a qualified instructor, after the first units are delivered and accepted. The City will not pay any cost incurred by the successful bidder in providing training. Vendor shall provide all tools and equipment needed for training, but may conduct training using a vehicle delivered to City hereunder. Vendor shall conduct training as follows:

Packer Body Training – Two, eight hour workdays of instruction for City technicians on required maintenance. A minimum of six, four hour training classes will be provided for equipment operators on proper operation of the equipment.

Vendor shall provide a DVD video to demonstrate the safe operation of the entire packer body system.

Tentative training itinerary shall be included with offer submittal. Training shall be conducted no later than 5 days after delivery of the first unit.

GENERAL CONDITIONS:

The following general conditions will apply to all items within this bid unless specifically excluded within any item. Equipment shall be manufacturer's latest design, standard production model and shall have been manufactured within the last twelve (12) months. All components shall be installed new, unused, and shall be manufacturer's standard equipment unless otherwise specified or replaced herein. Equipment is to be inspected, serviced, and adjusted in accordance with manufacturer's recommended pre-delivery checklist, and ready for operation upon delivery. Manufacturer's Statement of Origin (MSO) showing manufacture within the last 12 calendar months, and completed pre-delivery checklists for chassis and body will be required at delivery. Equipment offered under the below listed specifications will be considered unacceptable if, for any reason, the equipment's, or major component's, long term availability on the U.S. market, or in the local area, is in doubt.

Warranty and Parts – Dealer and manufacturer must provide the maximum standard manufacture's warranty on all components parts and service included. All components, parts, and service are required to provide as a minimum **one year unlimited mileage/hour warranty**. All warranty times to start the date the vehicle is placed in service, not on the delivery date. The dealer will be notified by letter of the in-service date of each vehicle by serial number. Warranty will be fully explained by attaching separate, authenticated correspondence or entering such information in the remarks section of this bid. Warranty, reliability, and replacement captive parts costs and availability shall be a consideration in award of this bid. Warranty parts and service must be available within Bexar County or within a ten (10) mile radius of Bexar County line and by a factory-authorized dealer identified below (NO EXCEPTIONS). All warranty repairs will be completed within three (3) days from the date equipment is delivered to the vendor unless otherwise approved by the appropriate City of San Antonio maintenance superintendent. Bidders will certify that all repairs needed after the warranty period will be available within Bexar County.

Freightliner of San Antonio, Ltd.

DEALER NAME: _____

ADDRESS: 8700 IH 10 East, Converse, Tx. 78109

Equipment Manuals – Successful bidder to furnish one set of operator manuals covering all major components of the vehicle (cab, chassis and bodies) for each unit delivered. Successful bidder shall also provide five (5) complete sets of operator and shop repair manuals or CD/DVDs for each item bid, to include all major components, or prepaid 8-year subscription to manufacturer's maintenance/parts web site at no cost to the City.

Owners/Service/Parts Manuals – An operator's manual per unit, to include two (2) parts and maintenance manuals per model of all equipment, accessories, and components will be required at time of delivery. **All software to diagnose and adjust engine, transmission, anti lock brakes and any systems that requires software must be included in this bid for two (2) repair centers.**

Delivery – All deliveries are to be made inside the City limits of San Antonio. Vendor must deliver equipment to Brooks City Base, 8220 Lindbergh Landing, Building 1106, San Antonio, TX 78235. Delivery to a non-specified location will result in non-acceptance of the equipment by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS. The Manufacturer’s Statement of Origin (MSO) and an invoice are required upon delivery of each unit and before payment can be processed. Vehicles with more than 2000 miles accumulated on the odometer will not be accepted. All vehicles are required to have a full tank of fuel. Vehicles to be delivered with current State Inspection Decal.

All prices will be quoted F.O.B., designated City facility, freight prepaid. All bids will be submitted in triplicate and will include complete manufacturer’s specifications for each model being bid. Successful vendor is required to notify the City of all production “cut-off” dates necessary for order submission.

All accessories and equipment will be OEM. The manufacturer will rate all equipment provided as low emission.

Air Conditioning – Air conditioning with integral heater and defroster units supplied under this specification to be OEM installed and designed for use with R-134A refrigerant. System must be capable of maintaining a temperature inside the operator cab of 70 F or less with an ambient temperature of not less than 95 F with a relative humidity of not less than 90%. As a minimum, system must have a radiator-mounted condenser, 3-speed fan and variable thermostat. If radiator mounted condenser is not practical, remote mount must be approved by the Fleet Maintenance and Operations Manager before installation. Roof mounted units not acceptable. All air conditioner components to be compatible and recommended for end item.

Under this bid the left and right side is determined by sitting in the operator seat.

A pre-bid conference will be conducted on November 3, 2011, at 10:00 A.M. Location will be at the Fleet Operations Conference Room, 329 S. Frio, San Antonio, Texas 78207.

Under this bid, the City reserves the right to reject any bids and to waive irregularities and any requirements of the bid if deemed to be in the best interest of the City.

ITEM	QUANTITY	DESCRIPTION
1	13 Each	Refuse Collection – Conventional Cab, Cab & Chassis Trucks

SPECIFICATIONS: Refuse Collection Cab and Chassis

All equipment furnished under this contract to be new, unused and the same as the manufacturer’s current production model. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, must also be included. Units to conform to the best practice known to the body trade in design, quality of material, and workmanship. Assemblies, sub-assemblies, and component parts to be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The equipment furnished must conform to ANSI Safety Standard Z245.1-1999.

Engine – Minimum 11.9-liter, in-line 6-cylinder turbo charged diesel, charge-air-cooled with electronic control system. Minimum of 350-HP at maximum 2100-RPM. Minimum peak torque rating of 1,450-lb. ft at 1,200-RPM. Dual-element, dry-type air cleaner with cleanable outer element, replaceable safety element, and restriction warning light or indicator on the dash. Engine computer will be programmed to limit maximum road speed to 60-MPH, engine idle time will be limited to 5-minutes, cruise control will not be activated. Any engine being bid must conform to latest EPA-2010 emission standard in effect at the time of bid. Engines made legal by use of manufacturer’s EPA credits will not be accepted.

Engine Protection – All diesel engines furnished under these bids will be protected by an OEM engine protection system. As a minimum, the system will monitor engine and transmission oil pressure and temperature. Engine fuel solenoid must be de-energized and engine automatically stopped when any of the functions being monitored are unsafe per the manufacturer’s specifications. System must provide time limited automatic override. System must provide audio and visual alarms for 30 seconds prior to shutdown.

Cooling System – Maximum capacity offered by the manufacturer. Coolant to be extended life, mixed to protect to -34° F. Silicone coolant hoses with stainless steel constant torque type hose clamps. Full flow, spin-on type, coolant filter. Low coolant warning to be provided.

PTO/Pump must be an operate-at-Idle system that includes a remote mount Denison tandem vane pump with transmission driven, constant duty PTO application, the pump shall supply a combined flow of 42-GPM at idle. The pump must be controlled through the Engine/Transmission ECU to engage in "Neutral Only" at engine idle RPM and not allow engagement above engine idle. The pump must disengage when the transmission is selected "drive" or "reverse" functions. For additional protection, the hydraulic system shall "cut off" the pumps with a transmission temperature sensor set at 250-degrees Fahrenheit. Unit to be equipped with over-speed protection that will disengage the PTO/pump in excess of 900-RPM. Pump and hoses/plumbing to be protected with a metal guard that will be approved by the City at time of award.

Transmission – Allison 4500-RDS, six-speed transmission or proven equal with push button controls and Load-Based Shift Scheduling. Cooling system to be water to oil type. Transmission temperature gauge to be provided. Must be equipped with a forced auto neutral when the park brakes are applied. Operator must have to manually shift back to drive when the brakes are released. Equipped with a positive interlock, which cannot be overridden, preventing operation of hydraulic system unless transmission is in neutral, **(NO EXCEPTIONS)**. Push-button style keypad shift controller with illuminated digital display, indicator lights, low fluid level indicator, diagnostics (prognostics), and gear / mode selection display. Transmission covered by manufacturer's total warranty of 60-months, unlimited miles, 100% parts and labor.

Electrical – Units to be equipped with four 12-volt, heavy-duty batteries (minimum 2700-CCA) and battery disconnect switch. Alternator to be 12-volt, minimum 200-amps, and gauge of lead wires to be sufficient to meet calculated load for this application. (See brake retarder below). All wiring to be abrasion resistant and designated for severe service/heavy-duty use. Circuit breakers, manual reset with trip indicator minimum, to be used in place of fuses in excess of 5-amps. Speedometer, tachometer, odometer, oil pressure, hour meter, fuel level, voltmeter, coolant temperature and air pressure gauges must be installed. Clearance, marker, stop, back up, and directional lights to be LED. Two cab marker lights will be wired to be lit whenever the battery disconnect switch is on.

Cab - Conventional type with seating for three, minimum interior width, 94-inches. Must have flat dash. **Cabs with curved dash panel will not be excepted.** Maximum insulation (Extreme Climate Thermal Insulation) will be used to prevent engine and exterior heat and noise from penetrating into the cab. Driver seat to be mid back bucket type, National Cush-n-Aire, or equal. Passenger seats to be non-suspension 2/3 bench type. Seat belts will be colored safety orange. Arm rest on both doors. Doors will have power windows and locks. Windows will have factory and aftermarket tinting.

Frame – Minimum 3,700,000-RBM, double frame, side rail depth in body mounting area to be minimum ten and three quarter inches (10¾-inch). All structural components, rails, braces, supports, etc., to be attached with "Huck-Bolt" type fasteners.

Front Axle –Setback with minimum 20,000-lbs. capacity, minimum 20,800-lbs. springs, minimum wheel cut 50-degrees, hub piloted steel hubs, out-board mount type brake drums with Stemco or equal front wheel visible cap bearing oiler. Front shock absorbers to be heaviest duty available for specified axle.

Steering – Integral power steering. Assist cylinders, if any, must be mounted above front axle. Steering column will be tilt/telescoping.

Rear Axle – Minimum 46,000-lbs., single speed tandem drive, equipped with hub piloted steel hubs, out-board mount type brake drums. Gear ratio installed must be capable of 70-mph +/-2 mph geared road speed at full engine governed RPM. Stemco or equal oil rear seals. Full locking differentials with audible interlock alarm in cab. The alarm must sound when the interlock is in the on position.

Rear Suspension – Minimum 46,000-lbs. capacity, Hendrickson HMX-460 with Hendrickson "Ultra Rod" torque rods. **(NO SUBSTITUTES ACCEPTABLE)**. Suspension shall be equipped with heaviest duty shock absorbers available with auxiliary spring gap properly adjusted after body installation and prior to delivery to City.

Wheels & Tires – All wheels to be 10-hole hub piloted steel disc wheel, 22.5 X 9.0, painted white. Tires to be Goodyear, 315/80R22.5 L, G289 WHA, DuraSeal. Wheels will have loose wheel indicators installed.

Brakes – Full air, outboard brakes with dust shields and ABS brake control system, S-cam service brakes. Brakes to be the maximum O.E.M size offered, minimum 16-½ x 7 front and 16-½ x 8-¾ rear, and meet or exceed August 2011 Federal brake requirements. Front and rear Rockwell or equal automatic slack adjusters with stroke indicators. Minimum 15 CFM compressor, Midland Pure Air Plus dryer model DA-33100, or proven equal, with automatic drain valves Model KN-24000 or proven equal, and a manual drain valve on each tank. It is preferred that the air tanks be grouped together, easily accessible to an operator standing at the side of the truck. If not possible, all air tank drains shall be plumbed to a

manifold system where drain valves are at one location, easily accessible to an operator standing at the side of the truck. Spring set parking brakes on both rear axles. Quick connect coupling (Milton 747 or equal), connected to the emergency side of air system, to be located in a protected area near the front bumper.

Secondary Braking System – Equipped with an electromagnetic driveline brake retarder system that is compatible with the GVWR, engine, transmission, alternator, and brake system. Retarder will be frame mounted. Brake retarder must be activated when transmission is shifted into drive, and there shall be no switch inside the cab allowing the operator to adjust or to disengage the brake retarder. Engaged retarder will be split between the accelerator and the brake pedal. Retarder engagement to occur when driver releases the accelerator (60%) and when the driver depresses the brake pedal (40%). Vendor must provide calculation formula for determining size of retarder upon request. There will be no switch in the cab to disengage the brake retarder.

Fuel System – To be equipped with minimum 70-gallon metal tank. Fuel filtration system to include primary and secondary type fuel filter(s) with water separator. Full flow strainer must be installed in fuel filler neck. DEF tank to be a minimum of 23-gallons.

Door Locks/Ignition Switch – Ignition and door locks will be keyed alike on all trucks purchased. Three keys will be furnished for each truck delivered.

Air Conditioning – Air conditioning with integral heater and defroster units supplied under this specification must be OEM installed and designed for use with 134A refrigerant. System must be capable of maintaining a temperature inside the operator cab of 70°-F or less with an ambient temperature of not less than 95°-F with a relative humidity of not less than 90%. As a minimum, system must have a radiator-mounted condenser, 3-speed fan, and variable thermostat. If radiator mounted condenser is not practical, remote mount must be approved by the Fleet Acquisition Manager before installation. Roof mounted unit not acceptable. All air conditioner components to be compatible and recommended for end item. Vehicles to be equipped with factory and aftermarket tinted glass and insulated cab headliner.

Units to be equipped with the following additional equipment:

Motorized, West Coast type, right and left hand, heavy-duty, 6-inch x 16-inch split focus, (approximately 2/3 flat area, 1/3 adjustable convex) breakaway type, mirrors.

Air horn(s) and single electric horn.

Windshield wiper/washers with minimum 3 speed or variable speed wipers. Washer reservoir not to be mounted inside cab.

10-lb., ABC type fire extinguisher securely mounted in the cab.

DOT triangle warning kit securely mounted in the cab.

Exterior cab grab handles, both sides.

Two (2) front tow hooks installed on frame and strengthened sufficiently to lift, pull, and tow truck without damaging bumper or other body parts. A wire rope, minimum 1-inch diameter, shall be provided and fastened to both tow hooks to attach tow equipment.

Exterior sun visor, painted the same color as truck, and interior sun visors for driver and passengers.

Minimum of two overhead mounted cab fans.

Heavy-duty drive lines.

Minimum AM/FM radio with two speakers.

Cigar lighter/power port.

Back up alarm

Parabolic mirrors installed on front fenders to provide view of obstacles on sides of truck from front bumper to rear wheels.

All ignition switches and door locks keyed alike. Minimum of three keys to be provided with each truck.

Decal showing the total height of the unit displayed on the dash.

Color – OEM white.

Exhaust System – Muffler, vertical tail pipe, and heat guard, to allow full utilization of specified cab-to-trunion. Minimal flexible exhaust tubing to be used. Truck exhaust system to exhaust above top level of body.

Specific Minimum Warranty Requirements:

Basic Warranty – Entire vehicle – 12 months, 100,000 miles, 100% parts and labor.

Transmission – Extended manufacturer's warranty – 60 months, unlimited miles, 100% parts and labor.

Strobe Lights – 60 months, 100,000 miles, parts only.

ITEM	QUANTITY	DESCRIPTION
2	13 Each	Refuse Collection Body, Rear Load 25 plus Cubic Yard, High Compaction

SPECIFICATIONS:

Unit to be current, new, heavy duty, production model, body, rear loader type.

Body compaction and ejection controls to be installed as recommended by body manufacturer's standard procedures. Controls to include buzzer signal system, buzzer installed in cab, must be heard over engine noise with switches located at each collector position (left and right).

Two vertical hand holds and 1 horizontal hand hold between the vertical hand holds and longest and widest running boards that manufacturer offers extending to very rear of body, to be provided for the safety and comfort of loading personnel. Location of handholds and running boards will be agreed upon with City operations and safety personnel prior to completion of first unit (call Don Romans at 210-207-1086 to schedule meeting). Rear wheel fenders, and/or mud flaps must be installed to adequately cover rear tires and designed to prevent debris or spray from wheels on wet road surfaces being projected on the collector positions. This requirement must also be approved prior to completion of first unit.

Body must be properly cleaned and prepared prior to painting. Primer coat to be thoroughly dry prior to final two coats. A high luster finish coat must be applied using acrylic urethane, or proven equal. An ample amount to be applied to achieve a minimum dry thickness of two and one-half (2½) mil and will result in a finish of 3½ mil minimum thickness and up to 4-mil maximum finish. Body to be painted DuPont color number G-8845-WM.

Body must be constructed of new parts and materials, assembled completely, and adjusted properly.

Minimum steel strength requirements:

Roof.....	8 GA	80,000-PSI
Sides.....	8 GA	80,000-PSI
Ejection Panel.....	8 GA	50,000-PSI
Sweep Panel	¼-inch.....	100,000-PSI
Floor.....	7 GA	100,000-PSI
Tailgate (upper).....	7 GA	100,000-PSI
Tailgate (lower).....	¼-inch.....	100,000-PSI
Hopper Floor (back).....	¼-inch.....	100,000-PSI
Slide Panel	7 GA	100,000-PSI

Bidders will include with their bid, specific steel and yield strength to be utilized and, additionally, indicate exact locations of usage showing compliance with this requirement. Body weight to be a minimum of 16,000-lbs. and a maximum of 18,000-lbs.

Body to be positive ejector for unloading, single ejector cylinder must travel entire length of body. Tilt-to-dump type unloading will not be accepted.

Capacity of body to be minimum 25-cubic yards excluding loader hopper. Hopper to be a minimum of 3.5-cubic yard capacity without extensions.

The complete refuse body assemblies, subassemblies, component parts, etc. must be designed with a factor of safety that is equal to or greater than that which is considered standard and acceptable for this class of equipment. Completed refuse unit to meet or exceed current OSHA, State, ANSI, and industry safety standards.

Body to be equipped with side door opening on left front side or acceptable other location, as determined by the City, with locking device, foldable ladder, and a minimum of two handholds for access and to aid entry and exit. Lock handle will be no more than six feet from the ground. A device will be installed to hold the door open.

Body and all components provided are to be furnished with a minimum 12-month warranty, parts, and labor included, covering initial 12-months operation from date equipment is placed into service. All body hydraulic cylinders will have a minimum of 24 months warranty coverage. In addition, refer to paragraph #13 on compaction requirements.

Unit to be equipped with a rack to secure a 3-gallon water cooler. Location will be approved prior to completion of first unit.

Compaction – Unit should be the manufacturer's highest compaction product with a minimum of 1,000-lbs. per cubic yard as determined by the City of San Antonio. The packing capability of each body purchased will be re-evaluated at periodic intervals during the 12-month warranty period after the unit goes into service. Should the City determine that a body does not meet the minimum compaction requirements during any of these tests, the vendor will be advised and be required to take action to repair the body in question so that it will meet the minimum compaction requirements. Once the repair is accomplished to the satisfaction of the City, the warranty on the body will then be extended for a 12-month period from the date of re-acceptance by the City. The contractor will have the right to inspect compaction units during normal City working hours to assure that proper factory recommended service and maintenance is being performed. Abuse, and damage not attributable to faulty design, materials, or workmanship, will exempt warranty expectations and must be documented by the vendor. A damage statement will be provided to the service center superintendent within 48-hours of inspection.

Unit to have metal hydraulic reservoir mounted to truck frame, with spin-on hydraulic oil filter(s). Minimum, 100-mesh strainer must be installed in the suction outlet and a minimum 10-micron filter to be used for the return line. A magnet to be installed in tank, accessible for cleaning. One-quarter (¼) turn ball valves or check valves must be installed on suction and outlet lines and to isolate the reservoir and filter assembly for service and maintenance. An electronic hydraulic safety shut down system to kill all power and stop all hydraulic functions with the push of a button will be mounted in a weatherproof housing on the curb side within reach of operator's hydraulic control levers.

All welds on body and tailgate are to be continuous (required flex seams on understructure). No skip welds will be accepted.

Lighting: All lights required by D.O.T. must be included. In addition, two (2), minimum 4-inch diameter, 10-diode, LED, combination tail, stop, and turn signals will be installed on the rear above the packer blade at a location to be designated. Each light will be protected by expanded metal shields that are easily removable to repair lights when necessary. Two (2), minimum 4-inch diameter, 10-diode, LED, combination tail, stop, and turn signals will be installed at the rear of the unit below the upper lip of the hopper (approximately centered from top to bottom of rear lower panel), one on the left side and one on the right side, protected by removable expanded steel guards. A lighted license plate bracket will be installed on the body above the packer blade centered on the body left to right. Two (2), minimum 4-inch diameter, 10-diode, LED, white backup lights to be installed. All clearance/marker lights will be LED type. Two (2) adjustable work lights to illuminate hopper area and a minimum of one (1) adjustable light on each side of the body to illuminate the collector's positions. Four (4) each, flush mounted amber strobe lights, (WHELEN TIR-6, SUPER-LED, 500 SERIES DIRECTIONAL WARNING LIGHT or proven equal) with user selectable flash patterns must be installed and wired to activate whenever engine is running. Two (2) amber strobe lights to be located at the front and two (2) amber strobe lights located at the rear of the body. Strobe lights will be set to a "Three Flash – Pause" pattern. Amber mid-ship clearance/turn signal lights shall be mounted on both sides of body. All lighting must be wired to standard chassis controls. Premium, self-sealing (Deutsch or equal) connectors must be used for all electrical connections. Reflective conspicuity tape must be applied along both sides and across the back of each packer body as required by DOT and ANSI. Mid-ship Amber turn / marker lights will be installed.

Each unit to be equipped with two "Tuck Away" type refuse cart lifters (tippers) capable of handling standardized American two-bar carts with capacities of 30 to 110-gallons. Lifter must be rotary actuated with independent controls, mounted on rear section of the body. Lifter to be evenly spaced, mounted flush to the top of the hopper sill, and must not protrude more than 3-inches from rear of the hopper. Lifters must not interfere with manual loading of the hopper and designed, installed, and adjusted to dump container load deep within the hopper to prevent spillage. Lifters must be fitted with a hydraulic breakaway device to prevent damage to lifters. Installation and placement will be approved prior to completion of first unit.

A lockable, water tight toolbox, approximately 18-inches high, 18-inches deep and 20-inches wide, to be securely mounted on the right side of the frame, under the refuse body. Placement to be approved prior to completion of first unit.

A square nose shovel for cleaning area behind packer blade must be provided, with a bracket to secure the shovel attached to the body. Shovel and placement to be approved prior to completion of first unit.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or date specified in the award letter if this contract does not exceed \$50,000. This contract shall terminate upon completion of all work described herein or delivery of all goods ordered, as applicable.

Damages for Delay:

The Parties agree that the actual damages that might be sustained by the City by reason of the breach by Vendor of its covenant to make delivery within the deadlines specified herein, whether delivery to the other vendor for completion of that vendor's work, or delivery to City, are uncertain and would be difficult of ascertainment, and that the sum of \$100.00 per day for each day delivery by said Vendor is late would be a reasonable compensation for such breach. Vendor hereby promises to pay, and the City hereby agrees to accept, such sum as liquidated damages, and not as a penalty, in the event of such breach. Furthermore, Parties agree that City may withhold said liquidated damages from any payments due to Vendor hereunder. The liquidated damages described herein are only assessable against the party causing the delay.

Cooperative Contract Provisions.

Term Consistent with Cooperative Contract. Notwithstanding anything to the contrary herein, no new orders may be placed hereunder after the expiration or termination of the underlying cooperative contract. Renewals cannot extend beyond the term of the underlying cooperative contract. Extensions cannot extend beyond the term of the underlying cooperative contract.

Contract Documents. The terms and conditions for performance and payment of compensation for this contract are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes:

This Request for Offer, including any attachments identified herein and addenda issued by City prior to acceptance of an offer from Offeror;

Any Purchase Orders Issued hereunder by City of San Antonio ("City"); and

Exhibit I – All applicable terms and conditions of the Cooperative Purchasing Contract number FOR RELEVANT VENDOR through BUYBOARD.

Order of Priority of Contract Documents. Should a conflict arise among the provisions of the contract documents, this RFO and any Purchase Order issued hereunder shall govern over Exhibit I, unless otherwise specifically provided herein.

This RFO includes the following: Instructions to Offerors, General Terms and Conditions, Supplemental Terms and Conditions, Product Specifications and Description of Services, Definitions, Price Schedule, any Attachments identified herein.

Warranty.

The warranty specified in Exhibit 1, if any, a minimum of 90-days product guarantee, or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

Rejection of Disclaimers of Warranties & Limitations Of Liability.

ANY TERM OR CONDITION IN EXHIBIT I, OR IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

006 - GENERAL TERMS & CONDITIONS

Electronic Offer Equals Original. If Vendor is submitting an electronic offer, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

Delivery of Goods/Services.

Destination Contract. Vendor shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this RFO or, if different, in the Purchase Order. Vendor shall bear the risk of loss until delivery. Freight charges will be paid only when expedited delivery is requested and approved in writing by City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

Failure to Deliver. When delivery is not met as provided for in the contract, City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by City as a result thereof. In addition, Vendor may be removed from City's list of eligible bidders.

Purchase Orders. Each time a City department wishes to place an order against this contract, it will issue Vendor a purchase order. Vendor must have the purchase order before making any delivery.

Acceptance by City. City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If City elects to accept nonconforming goods and services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate City for the nonconformity. Any acceptance by City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not to meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days' of the invoice.

Invoicing and Payment.

Address for Invoices. All original invoices must be sent to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

Information Required On Invoice.

All invoices must be in a form and content approved by City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount. City will not make partial payments on an invoice where there is a dispute.

NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAY SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

Amendments. Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Vendor. The Director of the Purchasing and General Services Department, or Director's designee, shall have authority to execute amendments on behalf of City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City.

Termination.

Termination-Breach. Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to the Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.

Termination-Funding. City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Termination by City may be effected by Director, without further action by the San Antonio City Council.

Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Vendor.

INDEMNIFICATION.

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph

shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall advise CITY in writing within 24 hours of any claim or demand against CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Vendor shall retain the records until the resolution of such litigation or other such questions. Vendor acknowledges and agrees that City shall have access to any and all such Documents at any and all times, as deemed necessary by City, during said Retention Period. City may, at its election, require Vendor to return the documents to City at Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

Vendor shall notify City, immediately, in the event Vendor receives any requests for information from a third party, which pertain to the Documents referenced herein. Vendor understands and agrees that City will process and handle all such requests.

Severability. If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

Compliance with Law. Vendor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

Certifications. Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

Venue. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section ILC.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, City reserves the right to deduct any delinquent taxes from payments that City may owe to the delinquent Vendor as a result of this contract.

Binding Contract. This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

Entire Agreement. This contract, including City's final electronically posted online version, together with its authorizing ordinance, and its price schedule(s), attachments, purchase orders, and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Amendment provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.**

007 - SIGNATURE PAGE

By submitting an offer, whether electronically or by paper, Offeror represents that:

(s)he is authorized to bind Offeror to fully comply with the terms and conditions of City's Request for Offer for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Offeror is in good standing with the Texas State Comptroller's Office; and

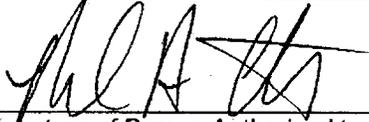
to the best of his/her knowledge, all information is true and correct.

If submitting your offer by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your offer.

Offeror Information

Please Print or Type

Vendor ID No.	<u>1010273</u>
Signer's Name	<u>Mike Crockett</u>
Name of Business	<u>Freightliner of San Antonio, LTD.</u>
Street Address	<u>8700 IH 10 East</u>
City, State, Zip Code	<u>Converse, Texas 78109</u>
Email Address	<u>MCrockett@FreightlinerSA.com</u>
Telephone No.	<u>210-277-4373</u>
Fax No.	<u>210-661-0289</u>
City's Soljcitation No.	<u>6100000778</u>



 Signature of Person Authorized to Sign Offer

008 - STANDARD DEFINITIONS

Whenever a term defined by the Uniform Commercial Code ("UCC"), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

All-or-None Offer - an RFO in which City will award the entire contract to one offeror only.

Alternate Offer - two or more offers with substantive variations in the item or service offered from the same offeror in response to a solicitation.

Assignment - a transfer of claims, rights or interests in goods, services or property.

Bid Bond - security to ensure that Offeror (a) will not withdraw the offer within the period specified for acceptance, and (b) will furnish any required bonds and any necessary insurance within the time specified in the solicitation.

City - the City of San Antonio, a Texas home-rule municipal corporation.

Contractor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Director - the Director of City's Purchasing & General Services Department, or Director's designee.

Line Item - a listing of items in an offer for which an offeror is expected to provide separate pricing.

Offer - a complete, signed response to an RFO that, if accepted, would bind Offeror to perform the resultant contract.

Offeror - a person, firm or entity that submits an offer in response to a solicitation. The offeror whose offer is accepted by City may also be referred to herein as Contractor, Vendor or Supplier.

Payment Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor's failure to pay suppliers and subcontractors.

Performance Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Performance Deposit - security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Pre-Submittal Conference - a meeting conducted by City, held in order to allow offerors to ask questions about the proposed contract and particularly, the contract specifications.

Purchase Order - a validly issued order placed by an authorized City department for the purchase of goods or services, written on City's standard purchase order form, and which is the vendor's authority to deliver to and invoice City for the goods or services specified in an RFO for the price stated in vendor's offer.

Specifications - a description of what City requires and what Offeror must offer; a description of the physical or functional characteristics of a product or material, or the nature of a service or construction item.

Subcontractor - a person, firm or entity providing goods or services to a vendor to be used in the performance of the vendor's obligations under the contract with City.

Supplier - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Vendor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

009 - ATTACHMENTS

PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1	13 Each	Refuse Collection – Conventional Cab, Cab & Chassis Trucks

PRICE EACH: \$ 138,656⁰⁰ \$ 1,802,528⁰⁰ TOTAL

YEAR, MAKE & MODEL CAB & CHASSIS: 2012-2013

Freightliner ~~no~~ M2 - Vocational - Severe Duty

CAB & CHASSIS WARRANTY: 1 year - 100 K miles

SPECIFIC MAKE & MODEL OF ENGINE OFFERED (INCLUDE SAE NET HP):

Detroit Diesel - DD13^{12.8L} - 380 HP - 1450 lb.ft.

ENGINE WARRANTY: 2 years - unlimited miles (All) - 5yr 500K (major components)

SPECIFIC MAKE & MODEL OF TRANSMISSION OFFERED:

Allison 4500 RDS

TRANSMISSION WARRANTY: 5 years - unlimited miles

ALL SOFTWARE TO DIAGNOSE AND ADJUST ENGINE, TRANSMISSION, ANTI LOCK BRAKES AND ANY SYSTEMS THAT REQUIRES SOFTWARE MUST BE INCLUDED IN THIS BID FOR TWO (2) REPAIR CENTERS

DIAGNOSTIC SOFTWARE LICENSES:

QUANTITY: 2 Detroit Diesel

\$ 2600⁰⁰ PRICE EACH \$ 5200⁰⁰ PRICE TOTAL

OPTIONAL SOFTWARE RENEWAL:

1 - YEAR DIAGNOSTIC SOFTWARE RENEWAL LICENSES:

QUANTITY: 2

\$ 500⁰⁰ PRICE EACH \$ 1,000⁰⁰ PRICE TOTAL

TOTAL COOPERATIVE FEE: \$ 400⁰⁰

PRODUCTION CUT-OFF DATE: 5-1-2012

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 2-15-12

BID PRICES SHALL REMAIN FIRM FOR ALL ORDERS PLACED PRIOR TO THIS CUT OFF DATE. IN THE EVENT THAT CITY DOES NOT AWARD A CONTRACT PRIOR TO PRODUCTION CUT OFF DATE, CAN BIDDER PROVIDE BID ITEMS, AT THE BID PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF DATE? _____.

ITEM	QUANTITY	DESCRIPTION
2	13 Each	Refuse Collection Body, Rear Load 25 plus Cubic Yard High Compaction

PRICE EACH: N/A \$ _____ TOTAL

MAKE & MODEL: _____

BODY WARRANTY: _____

TOTAL COOPERATIVE FEE: \$ _____

PRODUCTION CUT-OFF DATE: _____

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: _____.

BID PRICES SHALL REMAIN FIRM FOR ALL ORDERS PLACED PRIOR TO THIS CUT OFF DATE. IN THE EVENT THAT CITY DOES NOT AWARD A CONTRACT PRIOR TO PRODUCTION CUT OFF DATE, CAN BIDDER PROVIDE BID ITEMS, AT THE BID PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF DATE? _____.



CITY OF SAN ANTONIO

P.O. Box 839966
SAN ANTONIO, TEXAS 78283-3966

ADDENDUM I

SUBJECT: Refuse Collection Trucks, Request for Offer (RFO 6100000778) scheduled to open: November 10, 2011; date of issue: October 28, 2011.

FROM: Jennifer Wood, CPPB, Procurement Manager

DATE: November 07, 2011

This notice shall serve as Addendum No. I, to the above-referenced Request for Offer and shall become part of the original proposal package and must be returned with proposal on or before the due date.

THE ABOVE MENTIONED REQUEST FOR OFFER IS HEREBY AMENDED AS FOLLOWS:

1. Page 9, GENERAL CONDITIONS, add Paragraph after “Equipment Manuals” to read as:

“Owners/Service/Parts Manuals – An operator’s manual per unit, to include two (2) parts and maintenance manuals per model of all equipment, accessories, and components will be required at time of delivery. All software to diagnose and adjust engine, transmission, anti lock brakes and any systems that requires software must be included in this bid for two (2) repair centers.”

2. Page 9, SPECIFICATIONS; GENERAL CONDITIONS; Delivery

Change Sentence 6 to read as: “Vehicles with more than 2000 miles accumulated on the odometer will not be accepted.”

3. Page 11, SPECIFICATIONS; Item 1: Refuse Collections CAB and CHASSIS; Secondary Braking System,

Change 2nd Sentence to read as: “Retarder will be frame mounted.”

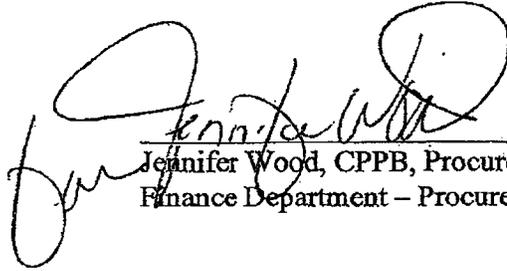
4. Page 13, Item 2; REFUSE COLLECTION BODY SPECIFICATIONS:

Minimum steel strength requirements:

Change Sentence 1, 2 and 3 to read as:

“Roof.....8-GA.....80,000-PSI
Sides.....8-GA.....80,000-PSI
Ejection Panel.....8-GA.....50,000-PSI”

****THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH THE PROPOSAL PACKAGE****



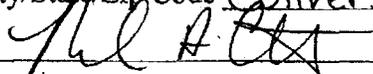
Jennifer Wood, CPPB, Procurement Manager
Finance Department – Procurement Division

Date 11-9-11

Company Name Freightliner of San Antonio, Ltd.

Address 8700 IH 10 East

City/State/Zip Code Converse, Texas 78109


Signature