LOC
04/07/16
Item No. 6

AN ORDINANCE 2016-04-07-0235

ACCEPTING THE OFFER FROM DOGGETT FREIGHTLINER OF SOUTH TEXAS, LLC TO PROVIDE UP TO THREE REPLACEMENT AND TWO ADDITIONAL AERIAL TRUCKS TO THE CITY'S TRANSPORTATION & CAPITAL IMPROVEMENTS DEPARTMENT FOR A TOTAL COST OF $750,818.86, FUNDED FROM TRANSPORTATION AND CAPITAL IMPROVEMENTS STORMWATER OPERATIONS FUND AND THE EQUIPMENT RENEWAL AND REPLACEMENT FUND.

* * * * *

WHEREAS, an offer was submitted by Doggett Freightliner of South Texas, LLC to provide the City of San Antonio with up to five aerial trucks for a total cost of $750,818.86; and

WHEREAS, this purchase meets the requirements under the terms of the State of Texas Cooperative Purchasing Agreement adopted by the City of San Antonio by Resolution No. 91-39-53 on September 12, 1991; **NOW THEREFORE:**

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

SECTION 1. The offer from Doggett Freightliner of South Texas, LLC in the amount of $750,818.86 to provide the City of San Antonio with up to five aerial trucks is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements, and sufficient budget appropriations for fiscal year 2017. A copy of the bid tabulation sheet and contract are attached hereto and incorporated herein for all purposes as **Exhibit I**.

SECTION 2. Funding for the purchase of four trucks is available as part of the Fiscal Year 2016 budget per the table below:

Amount	General Ledger	Cost Center	Fund
$350,104.00	5501055	3503200001	72001000
$5251.56	5201040	3503200001	72001000
$263,642.20	5501050	2304050001	29070000
Total: $618,997.76			

SECTION 3. Funding for the purchase of a fifth truck is contingent upon approval of the Fiscal Year 2017 budget as per the table below:

Amount	General Ledger	Cost Center	Fund
$129,873.00	5501055	3503200001	72001000
$1,948.10	5201040	3503200001	72001000
Total: $131,821.10			

SECTION 4. Payment not to exceed $618,997.76 is authorized to Doggett Freightliner of South Texas, LLC and should be encumbered with a purchase order. Payment not to exceed $131,821.10 is authorized to Doggett Freightliner of South Texas, LLC and should be encumbered with a purchase order in fiscal year 2017, if sufficient funds are appropriated therefor. All expenditures will comply with the approved operating budget for current and future fiscal years.

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

SECTION 6. This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage.

PASSED and APPROVED this 7th day of April, 2016.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda, Acting City Attorney

Agenda Item:	**6 (in consent vote: 5, 6, 7, 8, 9, 12, 13, 14, 15, 16, 17, 19, 20)**
Date:	04/07/2016
Time:	11:21:42 AM
Vote Type:	Motion to Approve
Description:	An Ordinance accepting the offer from Doggett Freightliner of South Texas, LLC to provide up to three replacement and two additional aerial trucks to the City's Transportation & Capital Improvements Department for a total cost of $750,818.86, funded from the Transportation and Capital Improvements Stormwater Operations Fund and the Equipment Renewal and Replacement Fund. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]
Result:	Passed

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

City of San Antonio
Bid Tabulation

EXHIBIT I

Opened:	February 26, 2016		
For:	Purchase of Aerial Trucks		**TXMAS**
6100007170		IM	Doggett Freightliner of South Texas, LLC 8700 IH 10 East Converse, TX 78109 210-277-4373
Item	**Description**	**Quantity**	
1	16,000-19,501 GVW Utility Bed 41' Working Height Aerial Truck	3	
	Price Per Each		$129,873.00
	Texas Smart Buy Fee		$1,948.10
	Texas Smart Buy Fee Total		$5,844.30
	Price Total		$395,463.30
	Year, Make & Model of Cab & Chassis		2017 Freightliner M2-106
	Cab & Chassis Warranty		1 Year - unlimited miles
	Specific Make & Model of Engine Offered (Include SAE Net HP)		Cummins ISB - 6.7 L - 260 HP
	Engine Warranty		2 years - unlimited miles
	Transmission Offered		Allison 2500 RDS
	Cab & Chassis Warranty Service Provider Name		Doggett Freightliner of South Texas, LLC
	Cab & Chassis Warranty Facility Address		8700 IH 10 East, Converse, Texas 78109
	Year, Make & Model & of Aerial Bucket Lift Offered		2016 Altec AT 37 G
	Year, Make & Model & of Service Body Offered		2016 Altec - LGS
	Aerial & Service Body Warranty		1 year - Parts & Labor
	Aerial & Service Body Provider Name		Altec Industries
	Aerial & Service Body Facility Address		Mobile Warranty Service
	Delivery Days		300
	Last day to order		10/31/2016
	Firm Pricing		Yes
	Prompt Pay		Net 30
2	26,001-33,000 GVW Utility Bed Service Body 45' Working Height Aerial Truck	2	
	Price Per Each		$175,052.00
	Texas Smart Buy Fee		$2,625.78
	Texas Smart Buy Fee Total		$5,251.56
	Price Total		$355,355.56
	Year, Make & Model of Cab & Chassis		2017 Freightliner M2-106
	Cab & Chassis Warranty		1 Year - unlimited miles
	Specific Make & Model of Engine Offered (Include SAE Net HP)		Cummins ISB - 250 HP
	Engine Warranty		2 years - unlimited miles
	Transmission Offered		Allison 3000 RDS
	Cab & Chassis Warranty Service Provider Name		Doggett Freightliner of South Texas, LLC
	Cab & Chassis Warranty Facility Address		8700 IH 10 East, Converse, Texas 78109
	Year, Make & Model & of Aerial Bucket Lift Offered		2016 Altec AT 40 P
	Year, Make & Model & of Service Body Offered		2016 Altec - ASLS Body
	Aerial & Service Body Warranty		1 year - Parts & Labor
	Aerial & Service Body Provider Name		Altec Industries
	Aerial & Service Body Facility Address		Mobile Warranty Service
	Delivery Days		300
	Last day to order		10/31/2016
	Firm Pricing		Yes
	Prompt Pay		Net 30
3	Deleted		
4	Deleted		
	Total Award		**$750,818.86**

CITY OF SAN ANTONIO

PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR OFFER ("RFO") NO.: 6100007170

PURCHASE OF AERIAL TRUCKS

Date Issued: FEBRUARY 19, 2016

RESPONSES MUST BE RECEIVED **NO LATER** THAN: 10:00 AM C.T., FEBRUARY 26, 2016

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, Fifth Floor, Suite 500
San Antonio, Texas 78205

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

For Hard Copy Submissions, Mark Envelope

"PURCHASE OF AERIAL TRUCKS"

Offer Due Date: 10:00 A.M., C.T., FEBRUARY 26, 2016

RFO No.: 6100007170

Offeror's Name and Address

Bid Bond: N/A Performance Bond: N/A Payment Bond: N/A Other: N/A

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: N/A DBE / ACDBE Requirements: N/A

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 N/A at N/A at N/A.

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

SBEDA Contact Information: , 210-207-3900,

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before 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.

State of Texas Conflict of Interest Questionnaire (Form CIQ). 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 Form CIQ with the City Clerk if those persons meet the requirements under 176.006(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

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

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

When completed, the CIQ Form and the CIQ-A Form should be submitted together, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to:

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

If delivering by hand, deliver to:

Office of the City Clerk, City Hall, 100 Military Plaza, San Antonio, TX 78205.

Do not include these forms with your sealed bid. The Purchasing Division will not deliver the forms to the City Clerk for you.

Certificate of Interested Parties (Form 1295).

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234). The form is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Print your completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 in front of a notary and submit it with your response to this solicitation.

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other

governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

"Intermediary", for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
(1) receives compensation from the business entity for the person's participation;
(2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
(3) is not an employee of the business entity.

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.1 SCOPE: The City of San Antonio is requesting an offer to furnish 7 turnkey aerial trucks in accordance with specifications listed herein. Said vehicles will be utilized by the Transportation & Capital Improvements and Parks & Recreation Departments. The City's fiscal year ends September 30th. Funds for 6 aerial trucks are currently available in this fiscal year's budget; therefore, 6 aerial trucks will be ordered upon contract award. Up to one additional aerial truck will be ordered before October 31, 2016, provided funds are appropriated for the purchase in the fiscal year 2017 budget for the fiscal year beginning October 1 2016. Pricing for the additional aerial truck shall remain the same as the price provided in this offer. City reserves the right to increase quantities of aerial trucks being purchased through October 31, 2016; therefore, pricing shall remain firm through October 31, 2016. City has no duty to order the remaining one aerial truck if sufficient funds are not appropriated. In addition, City may order fewer aerial trucks in fiscal year 2016 if sufficient funds are appropriated therefore. This RFO is issued pursuant to cooperative contract number 071-072-A through Texas Smart Buy with Doggett Freightliner of South Texas, LLC who will provide the 7 aerial trucks.

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

4.2.1 City of San Antonio reserves the right to increase or decrease quantity of vehicles being purchased on the bid for the particular item, depending on availability of funds. Prices may not be increased during this period; however, the City should benefit from any price decrease. All components shall be installed new, unused, standard production model, and equipment is to be serviced in accordance with manufacturer's recommended pre-delivery check list, and ready for operation upon delivery, and shall include all manufacturers' standard equipment unless otherwise specified or replaced therein. Equipment offered under the below listed specifications will be considered unacceptable if for any reason its long term availability on the U.S. Market or in the local area is in doubt.

4.2.2 Equipment shall include the maximum standard manufacturer's warranty on all components, with parts and service included. All warranties must be for a minimum 12 months for parts, travel, and labor. All warranty times shall start the date the vehicle is placed in service as determined by the City, not on the delivery date. The dealer will be notified by letter of the in-service date of each vehicle by serial number. Bidder shall fully explain the warranty by attaching separate, authenticated correspondence or entering such information in the remarks section of this bid. Warranty, reliability, and replacement captive parts costs and availability shall be a consideration in award of this bid. Warranty parts and service shall be available within 50 mile radius of San Antonio City Hall from and by a factory-authorized dealer (NO EXCEPTIONS). In the event that a unit purchased from a vendor requires transportation outside of Bexar County for a repair covered under warranty, that vendor shall be responsible for paying for all cost associated with the transportation to and from the warranty repair facility. If the vendor chooses to travel to inspect the unit to determine if the repair needed is covered under warranty, all expenses shall be paid for by the vendor. All warranty repairs shall be completed within 3 business days from the date equipment is delivered to the vendor, unless otherwise approved by the appropriate City of San Antonio BESD Fleet Operations Manager or designee. Bidders shall certify that all repairs needed after the warranty period will be available within 50 mile radius of San Antonio City Hall.

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

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

4.2.4 Delivery to a non-specified location will result in non-acceptance of the equipment by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS. Vehicles will be accepted 8:00 A.M. to 3:00 P.M. CST. Vehicles with more than 3000 miles accumulated on the odometer will not be accepted. All vehicles are required to have a full tank(s) when delivered to City specified location.

4.2.5 Literature and Equipment Manuals – Vendor shall furnish 4 complete sets per vehicle type, of the following: Parts Manual, Maintenance Manual, Service Manual, and Operators Manual, or free online access of all equipment, accessories, and components, or 5 CD ROMs per model of all equipment, accessories, and components, or 4

USB drives. The supplier shall furnish 4 complete sets of detailed literature and specifications of each vehicle type upon contract award.

4.2.6 Training – The City may require operational and maintenance training for equipment. If so, Vendor shall provide, at Vendor's expense, training by a qualified instructor, which shall be conducted at a designated City facility. The City will not pay any cost incurred by Vendor in providing training. Training shall be provided no later than 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 of 1 eight hour day. Payment for new equipment will not be made to Vendor until training is completed. Operator training shall be coordinated with Fleet Operations staff. For equipment requiring more complex operation the City may require, and Vendor shall provide at Vendor's expense, job site operational training that could last multiple days to assure proper machine operation.

4.2.7 DEMONSTRATIONS – The City may request, from selected bidders, a demonstration of proposed equipment. The City is under no obligation to demo all products proposed by bidders. If a demonstration is required, the City's Fleet Operations Manager will contact the bidder 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 bidder shall have a minimum of 5 working days to provide and deliver the equipment to a location specified by City for the demonstration. The bidder shall make the equipment available for a minimum of three working days at City's location, but not to exceed eight working days.

4.2.8 EVALUATION – In the event that a demonstration is required, the equipment will be evaluated to determine if the unit meets the minimum bid specifications at the City's discretion. Passing this inspection shall not, however, be deemed an acceptance by City, nor relieve Vendor of its obligation to deliver a product that meets all specifications herein.

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

4.2.10 Units shall be equipped with OEM, or equal, warning and shut down systems for low oil pressure and or high coolant temperature at a minimum. This requirement applies to all bid line items.

4.2.11 The Manufacturer's Statement of Origin (MSO), Dealer Temporary license plates/tags, proper Invoice, Texas state inspection certificate, signed 130U form and **State Weight Certificate/slip (for trucks over one ton)** are required upon delivery of each vehicle or within 48 hours of vehicle delivery to the receiving entity. If any of these items are missing, City will deem the vehicle to have been delivered *Not as Specified* and will not process or accept the vehicle until all required paperwork is completed and provided to Fleet Acquisition.

4.2.12 Vendor shall remove noncompliant vehicle(s) from City premises within 5 working days after receiving written notification from Fleet Acquisition staff. If vehicle is not removed by vendor within the specified time frame, the City may arrange for vehicle to be removed and secured by a local towing and storage facility. Vendor will be responsible for payment of all related towing and storage charges. The City will not be responsible or liable for damage or loss of noncompliant vehicles which remain on City premises, or which are removed by towing company, 5 working days after vendor notification.

4.2.13 Upon contract award, vendor shall provide written acknowledgement of order placement and supply copy of build sheet and guaranteed delivery date of completed unit. The guaranteed delivery date shall not be greater than the period stated on the Price Schedule, and shall become a part of this contract as if fully set forth herein. Understanding that build date may be influenced by outside forces, slight delay in delivery can be overlooked. Thirty day or longer delay may cause cancelation of order at ordering departments' discretion without penalty to the City. Electrical wiring schematics that include lighting and air conditioning systems for body shall be provided at time of delivery. Electrical wiring schematics shall be provided in paper and electronic format.

4.2.14 VEHICLE INSPECTION: The vendor shall have each vehicle properly inspected in compliance with Texas motor vehicle laws. Texas Inspection Sticker shall be attached prior to delivery to City. Vendor shall provide the 2 year Inspection Sticker for vehicles equal to or less than ¾ ton pickups and 1 year Inspection Sticker for 1 ton trucks and greater.

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

4.2.16 Failure to provide required documentation may cause the delay of payment. Payment will be made within 30 days after vehicle's acceptance or receipt of correct invoice, whichever is later. Acceptance will not be made, nor payment initiated on vehicles failing to meet specifications, and all necessary documents (i.e. MSO, odometer statement, etc.) are received by the City.

4.2.17 All bodies and components in this bid will be installed in accordance with the appropriate complete Vehicle Data Manual. Certification of compliance will be posted on the left door post of the vehicle. Except for manufacturer's data plates (maximum 4" x 6"), vendor or manufacturer's identifying markings (decals and plates) will not be applied to the vehicle or mounted components. Installation will be completed in compliance with Federal Motor Vehicle Department of Transportation Standards and Texas State Highway requirements. Installation of body and accessories on City furnished vehicles will be accomplished by drilling holes in the frame. Welding on or cutting of frame is not authorized forward of the rear spring hanger or support. Bidders will be responsible for the relocation of any truck components to facilitate installation of the body and equipment. Such relocation must be included as part of the basic bid. No dealership nameplates, markings or decals will be permitted on the vehicles.

4.2.18 GVWR for the particular model specified is required, or; a tabulate greater GVWR when extra equipment is added. Provide weight rating in pounds.

4.2.19 Vendor shall provide an Odometer Disclosure Statement confirming miles upon delivery.

4.2.20 PRE-DELIVERY SERVICE: All units (shall include new vehicle pre-delivery service.

4.2.21 All fluid levels must be full at time of delivery with the proper grade and type of fluids.

4.2.22 The interior and exterior of units shall be clean and freshly washed at time of delivery.

4.2.23 A full tank must show on the fuel gauge when delivered.

4.2.24 Vendor shall attach signed certificates to the units at the time of delivery stating that the above pre-delivery service was performed and that inspection indicates they are in good condition and ready for delivery.

4.2.25 Unless specifically permitted by the City, vehicles shall be equipped with all accessories as stated in the purchase order prior to delivery. Generally, the upfitting or servicing of ordered vehicles on the premises of the City is not permitted.

4.2.26 All shipping tickets shall reference the applicable entity requisition/purchase order number(s) and will accompany each delivery shipment. If shipping tickets are received without applicable purchase order number(s), delivery may be rejected. All window stickers shall remain attached to the vehicle. The vendor shall provide an official and acceptable weight certificate when applicable and required for vehicle registration.

4.2.27 CONVENIENCE FEATURES: Vehicle shall be equipped with adjustable steering seats; intermittent wipers; cruise control, full headliner, minimum OEM AM/FM radio.

4.2.28 AIR CONDITIONING: All vehicles shall be equipped at the factory with air Conditioning /Heater/defroster, (Maximum capacity cooling system offered by manufacturer).

4.2.29 POWER FEATURES: All vehicles shall be equipped with power steering, power ABS brakes and manual tilt steering wheel. All units shall be equipped with dash mounted or push button gear selector, unless otherwise specified.

4.2.30 All units shall be equipped with safety equipment as required by the Federal Government and Shall MEET ALL SAFETY STANDARDS AND REQUIREMENTS.

4.2.31 All accessories and equipment shall be OEM. All equipment provided must be rated by the manufacturer as low emission on all models available.

4.2.32 ELECTRICAL: All vehicles shall come equipped with a standard duty battery and minimum 150 amp alternator offered by manufacturer for models being bid. All units to be equipped with oil pressure, water temperature, and volt or amp gauges.

4.2.33 DOORS & WINDOWS: Vehicles shall be equipped with power windows, power mirrors and power door locks.

4.2.34 TINT: Vehicles shall be equipped with OEM tinted glass.

4.2.35 INTERIOR: Vehicles provided shall have a minimum of a driver's seat and one passenger seat, unless otherwise specified. All vehicles shall have vinyl type seating for front and rear seats if applicable, along with rubber or carpet flooring, unless otherwise specified.

4.2.36 AXLES: All pickup trucks and vans shall be provided with limited slip axles.

4.2.37 SAFETY: Vehicles shall be equipped with seatbelts, running daytime lights, and Standard front and rear bumpers, unless otherwise specified.

4.2.38 EXHAUST: Vehicles shall be equipped with stainless steel rear pipe with DPF & SCR catalyst, unless otherwise specified.

4.2.39 EXTERIOR AND INTERIOR COLOR: Unless otherwise specified, each vehicle shall have a white exterior body color. Unless otherwise specified, interior coloring shall be dark grey.

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

4.3	**ITEM**	**QUANTITY**	**DESCRIPTION**
	1	**3**	**16,000-19,501 GVW Utility Bed 41' Working Height Aerial Truck**

4.3.1 **ENGINE**: Minimum 6 cylinders with a minimum 260 HP

4.3.2 **GVWR**: Minimum 16,001 lbs.

4.3.3 **TRANSMISSION/DRIVE**: Automatic transmission with overdrive; 5 speed minimum.

4.3.4 **DIMENSION**: Regular Cab configuration. Cab to axle minimum 84".

4.3.5 **SUSPENSION:** Heaviest duty available to include heavy duty shock absorbers.

4.3.6 **BRAKES**: Power brakes with minimum front disc and rear disc ~~drums~~.

4.3.7 **TIRES & WHEELS**: Unit to be equipped with dual rear tires and wheels. Tires to meet or exceed minimum gross vehicle weight rating of vehicle, maximum traction tread design.

4.3.8 **FUEL SYSTEM**: Fuel tank shall hold a minimum 25 gallon capacity and be certified to run on Ultra Low Sulfur Diesel.

4.3.9 **MIRRORS**: OEM standard type inside. Power mirrors outside, left and right, collapsible, below eye level type. Recreational swing or telescoping type. Largest size available in model offered. Remote controlled from driver.

4.3.10 **LIGHTING**: Vehicle shall have Whelen Ti-6 surface mount type LED strobe lights in headlight assemblies and connected to rear LED strobe light mounted on body and wired to up-fitter switch located in cab of vehicle. Strobes are to be amber in color. Four flood type working lights to be wired to up-fitter switches located in cab-two mounted in front facing forward and two mounted at the rear of the body.

4.3.11 UTILITY BODY SPECIFICATIONS

4.3.11.1 Suitable for installation on a chassis with 84" cab to axle dimension as follows:
4.3.11.2 20"compartment depth
4.3.11.3 54" bed area
4.3.11.4 94" width
4.3.11.5 40" high

4.3.12 COMPARTMENT STREETSIDE:

4.3.12.1 Front vertical- 30" compartment with two plain adjustable and removable shelves.
4.3.12.2 Second vertical- 26" compartment with two plain adjustable and removable shelves.
4.3.12.3 Horizontal- 49 ¾" compartment with one slotted removable shelf with five adjustable dividers.
4.3.12.4 Rear vertical- 26 ¼" compartment with adjustable and removable shelf.
4.3.12.5 Full length shelf with drop down rear access door.

4.3.13 COMPARTMENT CURBSIDE:

4.3.13.1 Front vertical- 30" compartment with two plain adjustable and removable shelves.
4.3.13.2 Second vertical- 26" compartment with two plain adjustable and removable shelves.
4.3.13.3 Horizontal- 49 ¾" compartment with one slotted removable shelf with five adjustable dividers.
4.3.13.4 Rear vertical- 26 ¼" compartment with adjustable and removable shelf.
4.3.13.5 Ladder rack/sleeve to accommodate 8' ladder.
4.3.13.6 Body to include tread plate on compartment tops, 12" platform extension and grip strut rear bumper with pintle hook recess. Also to include chock holders in wheel wells, one in each side.

4.3.14 AERIAL SPECIFICATIONS

4.3.14.1 **BOOM:** Telescopic Boom Aerial 36ft. ground to bottom of platform, 41.0 ft. working height, 25.6 ft. horizontal reach. Mounted behind cab. One person end mounted fiberglass platform, 24" X 30" X 42", 350lb. capacity. Leveling provided by master/slave cylinder system. Tilt control at lower controls. Full pressure "3D" one hand upper controls with emergency hydraulic stop. Lower controls with capability of overriding upper controls. Insulated upper boom with minimum articulation of 14 degrees to 77 degrees. Padded boom rest with tie down. Lower boom of rectangular steel tube. Minimum articulation is from 5 degrees to 78 degrees. Lower boom insert with insulation gap of 12". Continuous "shear-ball" rotation. Integral 20 gallon hydraulic oil reservoir. Safety harness and lanyard. Liner for 24" x 30" fiberglass platform. Vinyl platform and control cover for 24" x 30" fiberglass platform. Bucket to include tray mounted on outside. 180 degree hydraulic platform rotator for end mounts. Engine start/stop at platform. Four (4) channel electric collector ring. Electrical control switch panel used in conjunction with start/stop system.

4.3.15 MISCELLANEOUS ITEMS:

4.3.15.1 Mud flaps with mounting brackets.
4.3.15.2 Combination pintle/ball hitch complete with crossmember brace and two safety chain "D" rings.
4.3.15.3 Six-way trailer socket. Two rubber wheel chocks with handles.
4.3.15.4 Two cable stirrup steps installed under tail shelf, two grab handles also installed on tail shelf.
4.3.15.5 Five lb. Fire extinguisher with mount bracket.
4.3.15.6 Triangle reflector kit with storage box.
4.3.15.7 Back up alarm.
4.3.15.8 Non-skid paint on walk surfaces to include tread plate on compartment tops.
4.3.15.9 Arrow Bar to be equipped on unit with controls in cab.
4.3.15.10 Waterproof Bucket cover to be provided.

4.4	**ITEM**	**QUANTITY**	**DESCRIPTION**
	2	**2**	**26,001-33,000 GVW Utility Bed Service Body 45' Working Height Aerial Truck**

4.4.1 **ENGINE**: Minimum 6 cylinder and a minimum ~~340~~ 240 net HP with a minimum 620 torque.

4.4.2 **GVWR**: Minimum 26,001 lbs.

4.4.3 **TRANSMISSION**: Allison 3000 RDS, or equivalent.

4.4.4 **DIMENSION**: Regular Cab configuration. Cab to axle minimum 84".

4.4.5 **REAR AXLE**: Minimum 17,500 lbs.

4.4.6 FRONT AXLE: Minimum 8,500 lbs.

4.4.7 WHEELS & TIRES: 11R 22.5 minimum load range G, tubeless steel belted radial tires. Front tires conventional tread.

4.4.8 BRAKES: Full air, cam type, front minimum 15 x 4" lining, rear minimum 16.5 x 7" lining, spring set parking brakes.

4.4.9 FUEL SYSTEM: One fuel tank mounted on either right or left side under cab, minimum 50 gallon capacity. Fuel filtration system to include primary and secondary type fuel filter(s).

4.4.10 FRAME: Minimum 1,600,000 RBM.

4.4.11 EXHAUST SYSTEM: Muffler, horizontal exhaust tailpipe, heat cover, rain cap or turnout, to be mounted to allow full utilization of specified cab-to-axle length.

4.4.12 LIGHTING: Lights to have a minimum of four clearance, two tail, stop and turn, three luster lights shock mounted, two amber reflectors, four red reflectors and all required lights for State Inspection requirements.

4.4.13 TOW HOOKS: Two front tow hooks installed on frame and strengthened sufficiently to pull truck.

4.4.14 UNIT TO BE EQUIPPED WITH THE FOLLOWING ADDITIONAL EQUIPMENT:

4.4.14.1	Two air horns
4.4.14.2	Driver seat to be Air Ride
4.4.14.3	Integral power steering
4.4.14.4	Turn indicators, front and rear, stop and tail lights
4.4.14.5	Tachometer
4.4.14.6	Adjustable steering column
4.4.14.7	Cigar lighter/Power port for use with cell phone
4.4.14.8	Water temperature, oil pressure, tachometer and volt or amp gauges
4.4.14.9	DOT reflector flare kit
4.4.14.10	Back up alarm
4.4.14.11	Minimum AM/FM radio
4.4.14.12	5 lb. fire extinguisher
4.4.14.13	Tinted glass

4.4.15 SPECIFICATION AERIAL LIFT WITH SERVICE BODY

4.4.15.1 **BOOM:** The aerial Lift must have a minimum height of 40 ft. from the ground to the bottom of the basket, (i.e. 45 ft. working height based on a standard frame height of 40 inches). The horizontal reach, from the centerline of rotation to the edge of basket, must not be less than 20 ft. when the lower boom is at maximum elevations. The utility body must be an open-type suitable for use with an aerial basket unit of this size, and must be in compliance with the listed body requirements. The complete unit, aerial lift and utility body, must be furnished with the following equipment and must meet the following minimum requirements-

The aerial lift unit must be mounted on the truck's frame on the longitudinal centerline of the truck directly behind driver's cab. The aerial lift unit must not depend on the body for support when the basket is not in the stowed position. The Vendor must reinforce the truck's frame to meet the requirements of this unit.

The aerial unit must be equipped with a torsion bar stabilizer. In addition, the aerial unit must be equipped with at least one hydraulically actuated outrigger on each side of the truck behind the cab. The outriggers must be the H-Frame type or modified A-frame type, must not obstruct the bed floor space, and must be capable of leveling and stabilizing the unit. Each outrigger must have an individual control. The outriggers must not extend beyond the truck when retracted. Each of the two outriggers must have a warning light on the dash of the truck's cab, wired to come-on whenever the outriggers have traveled approximately 2" from the retracted position (i.e. light on = set and light off = retracted). The outriggers' control must have ¼ -turn type shut-off needle valves located next to the control valves. The outriggers' control and shut-off valves must have

visible directional labels (i.e. up-down and open-closed). The outriggers must be equipped with locks which will hold them in the retracted position and prevent them from settling.

4.4.15.2 **OUTRIGGERS**: The aerial unit must be equipped with outriggers' interlock down limit feature, which prevent the operation of the booms until the outriggers are no more than 12" away from the ground level (i.e. the aerial unit must be operative if the outriggers are within the range of 12" away from the ground). The pedestal-mounted turntable must have 360 degree continuous rotation.

The upper boom must be made of non-conducting material, such as fiberglass, and must be tested and certified for 69 KVAC rating minimum. The construction, testing and certification of the upper boom must meet and be in accordance with the latest ANSI A92.2 requirements. The basket's end of the upper boom must have a D-ring to attach the safety belt and lanyard. There must be no exposed metal structures at the basket or at the top end of the upper boom. The lower boom must have an insulated fiberglass insert; the insert must be insulated for 50 KVAC minimum.

4.4.15.3 **BASKET**: The aerial lift unit must have a center-mounted two-man basket. The inside dimensions of the basket should be approximately 24" x 38" x 42" deep. The basket must be insulated for 30 KVAC minimum through all sides and bottom. The basket lip must not be drilled for an "eye-bolt" installation for the purpose of holding either the safety belt or the basket cover. The basket must be maintained in a leveled position by a positive leveling system; gravity leveling systems will not be acceptable. The basket must be provided with a removable liner insulated for 50 KVAC minimum through all sides and bottom. The basket must be furnished with a waterproof canvas cover for the basket opening. The basket must have a minimum safe working capacity of 400 lbs.(without liner installed) minimum in all positions. The basket must have two foot supports on the outside portion of the basket, for the purpose of entering into the basket. Vendor must furnish a lower boom hold-down (lock) at the boom rest and an upper boom tie-down. The aerial lift must be manufactured in accordance with the latest American National Standard Institute (ANSI) specifications.

4.4.15.4 **HYDRAULIC SYSTEM:** The hydraulic system must have filtration as recommended by the aerial lift manufacturer. The installation of the hydraulic lines must be in a manner and location as to provide complete accessibility to the hydraulic connections. Any material which is not furnished by the aerial lift's manufacturer, such as hydraulic tank, etc., must be provided by Vendor, and must be of first class design and manufacture. Aerial lift units that are equipped with closed-center hydraulic systems must have an automatic engine throttle that controls the engine's speed between idle and maximum pump speed, as specified by the pump manufacturer according to the demand of the hydraulic system. The throttle control arrangement must not produce erratic basket operation. Aerial lift units that are equipped with open-center hydraulic systems must have two insulated 2-speed throttle controls; one such control must be located at the basket's controls and another such control must be located near the outriggers' controls, so that the operator can select either engine idle speed or maximum pump speed. The throttle control arrangements must not produce erratic basket operation. Vendor must install a high-pressure hydraulic line terminated in two quick couplers at the basket. Vendor must also install a hydraulic return line with 2 quick couplers at the basket. Quick couplers at the basket must not project above the top surface of the boom when the upper boom is in the stored position, and must all be "male" type. Coupling on both pressure and return lines must fit the "Hansen, Series 3HK, Part #3-H21" sockets. This system must utilize the same pump that drives the aerial basket, but the supply at the quick coupling must not be greater than 2000 PSI and six gallons per minute and must not be less than 1500 PSI and four gallons per minute. Vendor must also furnish a hydraulic regulator suitable for use in and located in the basket to provide the pressure and volume specified above automatically, but be adjustable for varying tool requirements. This system will be used to power hydraulic hand tools, either in the basket or on the ground.

4.4.15.5 **LEVER CONTROL**: Integral holding valves must be provided on all cylinders to hold the booms in position in the case of hydraulic line and/or pressure failure. Means of manual bleed-off must be provided with the holding valves. The holding valves must be located at the cylinders. A single-lever control handle must be provided at the basket for rotation and operation of the upper and lower booms. The aerial lift controls must be completely recessed at all boom positions or be protected with a guard. A multi-lever set of controls must be installed at the pedestal of the aerial lift unit and must control the same movements and in every case override the controls that are

located at the basket, (i.e. regardless of the position of the controls at the basket, the basket may be moved in any desired direction by using the controls located at the pedestal). The controls must be designed in a manner requiring two independent actions to be initiated by the operator prior to movement of the aerial basket; both independent actions must be incorporated in the same single-lever control handle. All controls must be of the type which automatically return to the neutral position whenever released. All movements of the aerial lift must be executed with immediate and full response without depending on any other operation of the aerial lift to keep the hydraulic system up. The solenoid to power the aerial unit must be set-up on a separate electrical circuit from other functions such as boom warning lights, outriggers warning lights, etc. This solenoid must be switch activated, (i.e. whenever the aerial unit is ready to be operated). The switch must be located, and labeled inside the cab within easy access to the operator.

4.4.15.6 **ELECTRICAL POWER SYSTEM**: The fully assembled aerial lift unit must meet the additional following minimum requirements: Unit must have an electric powered emergency lowering system. The lowering system must include a pump, motor and all necessary equipment to make it complete and fully operational. Assembled unit must be insulated for 69 KVAC minimum from basket's end of upper boom to elbow's end of upper boom. This insulation valve must include the boom and any and all control circuits, leveling devices, and auxiliary circuits or devices in or on the upper boom. Distance from the highest point on the assembled unit to the ground, in the stowed travel position, must not exceed 12 ft., based on 40" chassis frame height.

4.4.16 SPECIFICATIONS UTILITY BODY

4.4.16.1 **DIMENSIONS**: Length- approximately 134" Width – approximately 94" Compartment depth- approximately 20" Floor width – approximately 54".

4.4.16.2 **COMPARTMENTS:** Three vertical and one horizontal compartment in center on street side. Two vertical and one horizontal compartment in center, plus a minimum 18" wide personnel access opening at front of body on curb side. Opening to have a minimum of 2 steps from lower side of body to floor level manufactured of minimum 10 gauge tread plate. Vertical compartments must have a minimum of 2 adjustable shelves for compartment on adjustable shelf supports. Horizontal compartments must each have pull-out type gasket trays on full extension drawer slides and one tray per side with adjustable dividers for bottom of compartment. All doors must be sealed with weather-proofing material, be double panel type (minimum 20 gauge H.T.) and have rust proof paddle lock handles. One key must operate all locks. All vertical doors must have a positive door holder to retain doors in the open position when necessary.

4.4.16.3 **BODY:** All steel, all welded. Load area is to be reinforced on all inside walls with minimum 10 gauge safety tread plate. Top of compartments to be reinforced with minimum 3/16" safety tread plate. Crossmembers must be made of minimum 4" – 5.4# structural channel or equal. Front and rear crossmembers must be minimum 4" x 2" x 11 gauge rectangular tubing or equal. Units must have mud flaps for dual wheels. Unit to be painted to match white cab and chassis. Rear Bumper-Step type, heavy-duty, minimum 3/16" gauge safety walk plate steel. Minimum 12" deep and body width.

4.4.16.4 **LIGHTING REQUIREMENT:** Furnish all lighting required by D.O.T., including the following: Directional lights mounted on rear of body. Simultaneous flasher is provided on cab and chassis; wire body to accommodate this feature. Clearance lights as required by law. Two stop and tail lights, license plate light 6 reflectors. Install two emergency warning lights on top of cab guard at front of cab guard (one each side). Lights to be two sealed beam type rotating beacon with yellow domes (Grate 76223 or equal). Each light is to be protected by a removable expanded metal shield which covers the entire assembly. On/Off switches to be dash mounted. Each unit is to be fused in accordance with manufacturer's recommendation.

4.4.16.5 **CAB GUARD:** Must be manufactured to cover the entire cab of the vehicle from the front bumper to a minimum of 3" behind the vehicle cab and the cab width. Frame is to be a minimum of 2" structural square tubing with minimum 3/16" walls. 2" schedule 80 pipe, with minimum.218" walls may be used instead of square tubing. Design must allow for full opening of the vehicle hood to service engine. Frame to be reinforced and overlayed with expand metal (3/4" No.9) installed with the diamond design perpendicular to the longitudinal axis of the truck. When completed, the guard must be capable of withstanding the weight of two 200 lb. men working side by side on the guard. Guard must be firmly bolted to the front bumper and truck frame behind the cab. Portion of

guard behind the truck cab must also be reinforced (both vertically and horizontally) and covered with the expanded metal mentioned above from the frame of the truck to the top of the guard. All reinforcing braces for the top and rear of cab guards must be of the same material as used for the frame and must be installed at not more than 24" centers and form a 2' square patterns over the entire structure.

4.4.16.6 **WARNING LIGHTS:** Install two emergency warning lights on top of cab guard at front of cab guard (one each side). Lights to be two sealed beam type rotating beacon with yellow domes (Grate 76223 or equal). Each light is to be protected by a removable expanded metal shield which covers the entire assembly. On/Off switches to be dash mounted. Each unit is to be fused in accordance with manufacturers recommendation.

4.4.16.7 **WATER CAN BRACKET**: Bracket to have 14" base and be 14" high. Bracket to be mounted over front right vertical compartment.

4.4.16.8 **BACKUP ALARM:** An electrical backup alarm will be installed at rear of vehicle. Alarm will meet OSHA standards.

4.5	ITEM	QUANTITY	DESCRIPTION
	3	1	**26,001-33-000 GVW Utility Bed 70' Working Height Aerial Truck**

4.5.1 **ENGINE:** Minimum 6 cylinder and a minimum 240 net HP with a minimum 620 torque.

4.5.2 **GVWR:** Minimum 26,001 lbs.

4.5.3 **TRANSMISSION:** Allison 3000 RDS, or equivalent.

4.5.4 **DIMENSION**: Regular Cab configuration. Cab to axle minimum 84".

4.5.5 **WHEELBASE** : Minimum 152 inches.

4.5.6 **FRONT AXLE:** Minimum 8,000 lbs.

4.5.7 **REAR AXLE:** Minimum 19,000 lbs.

4.5.8 **FRAME:** Minimum 1,600,000 RBM.

4.5.9 **BRAKES:** Full air, cam type, front minimum 15 x 4" lining, rear minimum 16.5 x 7" lining, spring set parking brakes.

4.5.10 **WHEELS & TIRES:** Front tires must be 315/80/R 22.5, minimum load range H; conventional tread. Rear tires to be 11R 22.5 load range H conventional tread. Must be equipped with loose lug indicators.

4.5.11 **FUEL SYSTEM:** One fuel tank mounted on either right or left side under cab, minimum 70 gallon capacity. Fuel filtration system to include primary and secondary type fuel filter(s).

4.5.12 **TOW HOOKS**: Two front tow hooks installed on frame and strengthened sufficiently to pull truck.

4.5.13 **LIGHTING**: Lights to have a minimum of four clearance, two tail, stop and turn, three cluster lights shock mounted, two amber reflectors, four red reflectors and all required lights for State Inspection requirements.

4.5.13.1 Units to be equipped with the following additional equipment:

4.5.13.1.1 Two air horns.
4.5.13.1.2 Integral power steering.
4.5.13.1.3 Turn indicators, front and rear, stop and tail lights.
4.5.13.1.4 Tachometer.
4.5.13.1.5 Adjustable steering column.
4.5.13.1.6 Cigar lighter/Power port for use with cell Phone
4.5.13.1.7 Water temperature, oil pressure, tachometer and volt or amp gauges.

4.5.13.1.8 DOT reflector flare kit.
4.5.13.1.9 Back up alarm.
4.5.13.1.10 Minimum AM/FM radio.
4.5.13.1.11 DOT reflector flare kit.
4.5.13.1.12 5 lb. fire extinguisher.
4.5.13.1.13 Tinted glass.

4.5.14 SPECIFICATIONS AERIAL LIFT AND PLATFORM:

4.5.14.1 The complete unit, aerial lift and flatbed body, to be furnished with the following equipment and must meet the following minimum requirements: The aerial lift must have a minimum height reach of 65 feet from the ground to the bottom of the basket, i.e. 70 feet working height, when the basket is located in a working position of a minimum 14 feet away from the centerline of rotation, and based on a standard frame height of 36 inches. The horizontal reach, from the centerline of rotation to the edge of basket, will not be less than 35 feet when the basket is at least 33 feet above the ground (to the bottom of the basket). The flatbed body must be suitable for use with an aerial lift unit of this size, and must be in compliance with listed body requirements. The aerial lift unit to be mounted on the truck's frame on the longitudinal centerline of the truck and behind the rear axle. The aerial lift unit will not depend on the flatbed body for support when the basket is not in the stowed position. Vendor to reinforce the truck's frame to meet the requirements of this unit. The pedestal-mounted turntable must have 360 degree continuous rotation.

4.5.14.2 **OUTRIGGERS**: The aerial unit to be equipped with a minimum of two hydraulically actuated outriggers on each side of the pedestal. The second set to be mounted directly behind the vehicle cab. One set of out outriggers to be structured as an integral unit of the turntable's pedestal. The outriggers must be capable of leveling and stabilizing the unit. Each outrigger to have an individual control located at the rear of the truck, approximately 6" from the outer edge of the flatbed body, and 20" above rear bumper, two on each side. The outriggers must not extend beyond the width of the truck when retracted. Each outrigger to have a warning light on the dash of the truck's cab, wired to come on whenever the outriggers have traveled approximately 2" from the retracted position (i.e. light on = set and light off = retracted). The outriggers' control to have ¼ turn type shut-off needle valves located next to the control valves, at the rear of the truck. The outriggers' control and shut-off valves to have visible directional labels (i.e. up-down and open-closed). The outriggers to be equipped with locks which will hold them in the retracted position and prevent them from settling. The aerial unit to be equipped with outriggers' interlock down limit feature, which prevent the operation of the boom until the outriggers are no more than 12" away from the ground level.

4.5.14.3 **BOOM**: The upper boom to have fully compensating feature to allow the upper boom to maintain its angle with the ground (parallel to the ground) while operating only the lower boom (using the lower boom function only). The upper boom to be made of non-conducting material, such as fiberglass, and must be tested and certified for 69 KVAC rating minimum. The construction, testing and certification of the upper boom must meet and be in accordance with the latest ANSI A92.2 requirements. The basket's end of the upper boom to have an area of roughened surface to prevent a safety strap from sliding toward the basket and into the leveling mechanism. The roughened surface to be at least 4" wide and extend around the boom. There must be no exposed metal structures at the basket or at the top end of the upper boom. The lower booms to have an insulated fiberglass insert, the insert to be insulated for 50 KVAC minimum. The aerial unit will have a 360 degree continuous rotation with the lower boom elevated to a maximum of 35 degrees from horizontal. The lower boom rotation to have proper clearance of all obstructions such as the utility body, the cab's overhead guard, etc. Distance from the highest point on the assembled unit to the ground, in the stowed travel position, must not exceed 13 feet.

4.5.14.4 **BASKET**: The aerial unit to have an end-mounted two-man basket. The inside dimensions of the basket to be approximately 24" X 48" X 42" deep. The basket to be insulated for 30 KVAC minimum through all sides and bottom. The basket lip must not be drilled for an "eye-bolt" installation for the purpose of holding either the safety strap or the basket cover. The basket to be maintained in a leveled position by a positive leveling system; gravity leveling systems are not acceptable. The basket must be provided with a removable liner insulated for 50 KVAC minimum through all sides and bottom. The basket to be furnished with a waterproof canvas cover for the basket opening. The basket to have a minimum safe working capacity of 700 pounds in all positions. The basket must have two foot supports on the outside portion of the basket, for the

purpose of entering into the basket. Vendor to furnish a lower boom hold-down (lock) at the boom rest and an upper boom tie-down. Vendor must show and describe the lower boom hold-down on shop drawings which will be submitted for approval. The aerial lift must be manufactured in accordance with the latest American National Standard Institute (ANSI) specifications.

4.5.14.5 **HYDRAULICS**: The aerial unit to be actuated by a hydraulic system. Power for the hydraulic system to be obtained from a power-take off (P.T.O.) driven close coupled (direct mount) hydraulic pump. The P.T.O. to be SAE type and to be of heavy construction with pressure-lubricated ball bearing suitable for continuous rotation. The controls for the P.T.O. to be hotshift operated with an indicator light inside the truck's cab, and are to be wired to come on when the P.T.O. is engaged. The hydraulic system to have filtration as recommended by the aerial lift's manufacturer. The installation of the hydraulic lines to be in a manner and location as to provide complete accessibility to the hydraulic connections. Any materials which are not furnished by the aerial lift's manufacturer, such as hydraulic tank, etc., must be provided by Vendor, and must be of first class design and manufacture. Integral holding valves must be provided on all cylinders to hold the booms and outriggers in position in the case of hydraulic line and/or pressure failure. Means of manual bleed-off must be provided with the holding valves. The holding valves to be located at the cylinders.

4.5.14.6 **BASKET CONTROL:** A single-lever control handle to be provided at the basket for rotation and operation of the upper and lower booms. The basket control to be located on the right side of the basket when facing away from boom(s). In addition, the aerial basket control to be completely recessed at all boom positions or be protected with a guard. A second set of controls to be installed at the pedestal of the aerial basket unit. The controls located at the pedestal must control the same movements and in every case override the controls that are located in the basket (i.e. regardless of the position of the controls at the basket, the basket may be moved in any desired direction by using the controls located at the pedestal). The controls must be designed in a manner requiring two independent actions initiated by the operator, prior to movement of the aerial basket. Both independent actions must be incorporated in the same single-lever control handle. All controls must automatically return to the neutral position whenever released. All movements of the aerial basket to be executed with immediate and full response without depending on any other operation of the aerial basket to keep the hydraulic system up. The throttle control arrangement must not produce erratic basket operation. Unit must have an electric powered emergency lowering system. The lowering system will include the pump, motor and all necessary equipment to make it complete and fully operational.

4.5.14.7 **COUPLERS**: The supplier is to install a high-pressure hydraulic line terminated in two quick couplers at the basket. Supplier to also install a hydraulic return line with two quick couplers at the basket. Hydraulic lines must be equipped with all OSHA required check valves and atmospheric vents. Quick couplers at the basket will not project above the top surface of the boom when the upper boom is in the stored position, and to be located on the right side of the basket when facing away from the boom(s) and will be all "male" type. A duplicate set of hydraulic quick couplers (i.e. one high pressure and one return) to be installed at the right rear of the utility body, on the top of the outrigger control box. This system to use the same pump that drives the aerial basket, but the supply at the quick coupling will not be greater than 2,000 psi and six gallons per minute, and will not be less than 1,500 psi and four gallons per minute. The supplier will also furnish a hydraulic regulator suitable for use in the basket to provide the pressure and volume specified above automatically, but be adjustable for varying tool requirements. This system will be used to power hydraulic hand tools, either in the basket or on the ground.

4.5.14.8 **FLAT BED CONFIGURATION**: The flatbed to be a minimum of eighteen feet in length, minimum ninety four inches in width. Longitudinal sills to be a minimum seven inch channel, minimum 9.8 pound, high-strength steel channel or 2" X 6" X ¼" structural tubing. Cross sills to be minimum four inch structural channel (ASTM-A36), with a minimum .320 inch thickness. Flange width to be minimum 1.720 inch. Sills to be installed on maximum twelve inch centers. Floor to be a minimum ¼" steel tread plate with floor welded to crossmembers, all welds to be continuous, no spot welding. Side and end rails to be five inches deep, minimum eleven gauge steel. Three inches deep for suppliers using 4.1 pound structural channel.

4.5.14.9 **REAR BUMPER**: Rear bumper is to be full width with center recessed step plate. Framing to be as shown in figure 1. Step plate to be manufactured of ½" large pattern safety floor plate. The top

side of the bumper will be covered with 3/16" tread plate firmly welded to the bumper frame and the rear skirt. Step plate will be approximately 24" from ground level.

4.5.14.10 **REAR SKIRT**: Rear skirt is to be manufactured of 3/16" treadplate. Skirt to be full width and full height, welded to the top of the bumper and to the lower side of the rear rub rail. Two vertical braces (1 ½" X 1 ½" X ¼" angle iron) will be installed on each end of the skirt and two evenly spaced from side to side will be installed in front of the skirt and firmly welded to the inner side of the rear rub rail and bumper frame.

4.5.14.11 **MUD FLAPS**: Mud flaps to be mounted in front and behind rear wheels with swing restrictors (anti-sail devices). Mud flaps to be minimum 1.5 pounds per square foot and plain black without identifying markings.

4.5.14.12 **CAB GUARD**: Cab guard must be manufactured to cover the entire cab of the vehicle from the front bumper to a minimum of three inches behind the vehicle cab and the cab width. Frame is to be a minimum of two inch structural square tubing with minimum 3/16" walls. Two inch schedule 80 pipe, with minimum .218" walls may be used instead of square tubing. Design must allow for full opening of the vehicle hood to service engine. Frame to be reinforced and overlayed with expanded metal (3/4" No. 9) installed with the diamond design perpendicular to the longitudinal axis of the truck. When completed, the guard must be capable of withstanding the weight of two 200 pound men working side by side on the guard. Guard must be firmly bolted to the front bumper and truck frame behind the cab. Portion of guard behind the truck cab must also be reinforced (both vertically and horizontally) and covered with the expanded metal mentioned above from the frame of the truck to the top of the guard. All reinforcing braces for the top and rear of cab guards to be of the same material used for the frame and must be installed at no more 24" centers and form 2' square patterns over the entire structure.

4.5.14.13 **TOOLBOXES**: Install two tool boxes manufactured of minimum 10 gauge steel on the right and left sides bolted to the truck frame under the flatbed and in front of the rear wheels. Boxes to be forty eight inches long X eighteen inches deep X eighteen inches high. Doors to be fold down type with stainless steel hinges and chains to retain the door in the horizontal position when opened. Box door to have a slow action paddle type lock with cylinder lock assembly. Both boxes to be keyed alike. Configuration must be weather tight with a drip edge above the door.

4.5.14.14 **MISCELLANEOUS**: Install two emergency warning lights on top of cab guard at front of cab guard (one on each side), and two at the rear corners of the flatbed. Lights to be two sealed beam type rotating beacon with yellow domes (Grate 76223 or equal). Each light is to be protected by a removable expanded metal shield which covers the entire assembly. On/off switches to be dash mounted. Each unit is to be fused in accordance with manufacturer's recommendation. Back up alarm meeting OSHA standards to be electrical and installed at rear of vehicle. Water can bracket to be mounted on right front corner of flatbed. Bracket to have a 14" base and be 14" in height. Successful bidder to furnish and install all necessary steps, ladders and/or grab handles to provide easy and safe access to the basket and upper portions of the flatbed body.

4.6	ITEM	QUANTITY	DESCRIPTION
	4	1	**>33,000 GVW 79' Utility Platform Aerial Truck, Working Height**

4.6.1 **ENGINE:** Diesel, minimum 240 H.P., 800 ft. lb. of torque at manufacturers recommended RPM.

4.6.2 **GVWR:** Greater than 33,000 lbs.

4.6.3 **TRANSMISSION**: Allison 3000 RDS, or proven equal.

4.6.4 **DIMENSION**: Minimum 223" inch wheelbase. Minimum 156" inch cab to axle measurement.

4.6.5 **SUSPENSION:** Equipped with manufacturer's heavy duty suspension applicable to axle ratings and overall gross vehicle weight.

4.6.6 **REAR AXLE:** Minimum 34,000 lbs., ratio geared to attain 70 mph +/-2 mph. Equipped with hub piloted steel hubs, out-board mount type brake drums. Stemco oil seals or equal.

4.6.7 **FRONT AXLE:** Minimum 16,000 lbs., equipped with hub piloted steel hubs, out-board mount type brake drums with Stemco or equal front wheel visible cap bearing oiler.

4.6.8 **WHEELS & TIRES:** Wheels to be ten hole hub piloted steel disk wheel. Front tires must be 315/80/R 22.5, minimum load range H; conventional tread. Rear wheels to be 11R 22.5 load range H. Rear dual wheel application to be on-off, self-cleaning, lug design. Must be equipped with loose lug indicators.

4.6.9 **BRAKES:** Full air, S-cam type, manufacturer's heavy duty brake shoes, spring set parking brakes. Front and rear automatic slack adjusters. Minimum 13 CFM compressor with automatic drain valves and equipped with manual pull chains accessible from the side of the truck. Spring set parking brakes on rear axle. Quick connect couplings to be located in a protected area near the front bumper. Couplings will not be mounted to the bumper. Female coupling ½" Milton "M" Type to air tanks.

4.6.10 **FUEL SYSTEM:** To be equipped with single right hand or left hand tanks, with total minimum capacity of 70 gallons. Right hand tank to be step type, left tank may be step or frame type not to extend more than 4" behind cab. Fuel filtration system to include primary and secondary type fuel filter(s) with automatic water separator.

4.6.11 **FRAME**: Minimum 120,000 PSI rail, 1.6 m in-lbs. RBM.

4.6.12 **EXHAUST SYSTEM**: Muffler, horizontal exhaust tailpipe. ~~to exit at rear of vehicle.~~
Unit to be equipped with the following additional equipment:

4.6.12.1 Two air horns.
4.6.12.2 Integral power steering.
4.6.12.3 Turn indicators, front and rear, stop and tail lights.
4.6.12.4 Windshield washers and variable speed wipers.
4.6.12.5 Adjustable steering column.
4.6.12.6 Cigar lighter/Power port for use with cell phone.
4.6.12.7 Water temperature, oil pressure and tachometer gauges.
4.6.12.8 DOT reflector flare kit.
4.6.12.9 Back up alarm.
4.6.12.10 Minimum AM/FM radio.
4.6.12.11 DOT reflector flare kit.
4.6.12.12 Five lb. fire extinguisher
4.6.12.13 Tinted glass.

4.6.13 Vehicle to be equipped with one or two front tow hooks installed on frame and strengthened sufficiently to lift, pull, and tow truck.

4.6.14 SPECIFICATION: AERIAL LIFT PLATFORM

4.6.14.1 **LIFT**: The aerial lift must have a minimum "Working" height of 79 ft. The horizontal reach, from the centerline of rotation to the edge of basket, must not be less than 20ft. when the lower boom is at maximum elevations. The utility body must be an open-type suitable for use with an aerial basket unit of this size, and must be in compliance with the listed body requirements. The complete unit, aerial lift and body, must be furnished with the following equipment and must meet the following minimum requirements:

The aerial lift unit must be mounted on the truck's frame on the longitudinal centerline of the truck directly behind driver's cab. The aerial lift unit must not depend on the body for support when the basket is not in the stowed position. The Vendor must reinforce the truck's frame to meet the requirements of this unit.

The aerial lift unit must have a two-person end-mount platform with 2 safety harnesses complete with lanyards. The inside dimensions of the basket should be approximately 24" x 38" x 42" deep. The basket must be insulated for 30 KVAC minimum through all sides and bottom. The basket lip must not be drilled for an "eye-bolt" installation for the purpose of holding either the safety belt or the basket cover. The basket must be maintained in a leveled position by a positive leveling

system; gravity leveling systems will not be acceptable. The basket must be provided with a removable liner insulated for 50 KVAC minimum through all sides and bottom. The basket must be furnished with a waterproof canvas cover for the basket opening. The basket must have a minimum safe working capacity of 800 lbs. (without liner installed) minimum in all positions. The basket must have two foot supports on the outside portion of the basket, for the purpose of entering into the basket. Foot supports must be on same side a ladder that is used to enter the basket. The supplier must furnish a padded lower boom hold-down (lock) at the boom rest and a padded upper boom rest with tie-down. The aerial lift must be manufactured in accordance with the latest American National Standard Institute (ANSI) specifications. The aerial lift unit must be actuated by a hydraulic system with the following minimum requirements: Power for hydraulic system must be obtained from a transmission mounted power take off with a close coupled (direct mount) hydraulic pump installed. Pump to be rated at manufactures recommended GPM and PSI and be air controlled. Power take off to be Chelsea 381XSBox-A3XR or equal with shift controls. Indicator light must be dash mounted to indicate when power take off is engaged.

4.6.14.2 **OUTRIGGER**: The aerial unit must be equipped with a torsion bar stabilizer. In addition, the aerial unit must be equipped with at least one hydraulically actuated outrigger on each side of the truck behind the cab. The outriggers must be the H-Frame type or modified A-frame type, must not obstruct the bed floor space, and must be capable of leveling and stabilizing the unit. Each outrigger must have an individual control. The outriggers must not extend beyond the truck when retracted. Each two outriggers must have a warning light on the dash of the truck's cab, wired to come-on whenever the outriggers have traveled approximately 2" from the retracted position (i.e. light on = set and light off = retracted). The outriggers' control must have ¼-turn type shut-off needle valves located next to the control valves. The outriggers' control and shut-off valves must have visible directional labels (i.e. up-down and open-closed). The outriggers must be equipped with locks which will hold them in the retracted position and prevent them from settling. The aerial unit must be equipped with outriggers' interlock down limit feature, which prevent the operation of the booms until the outriggers are no more than 12" away from the ground level. The aerial unit must be operative if the outriggers are within the range of 12" away from the ground. The pedestal-mounted turntable must have 360 degree continuous rotation. The upper boom must be made of non-conducting material, such as fiberglass, and must be tested and certified for 69 KVAC rating minimum. The construction, testing and certification of the upper boom must meet and be in accordance with the latest ANSI A92.2 requirements. The basket's end of the upper boom must have a D-ring to attach the safety belt and lanyard. There must be no exposed metal structures at the basket or at the top end of the upper boom. The lower boom must have an insulated fiberglass insert; the insert must be insulated for 50 KVAC minimum.

4.6.14.3 **HYDRAULIC**: The hydraulic system must have filtration as recommended by the aerial lift manufacturer. The installation of the hydraulic lines must be in a manner and location as to provide complete accessibility to the hydraulic connections. Any materials which are not furnished by the aerial lift's manufacturer, such as hydraulic tank, etc., must be provided by the supplier, and must be of first class design and manufacture. Must have a minimum 35 gallon hydraulic fluid reservoir. Integral holding valves must be provided on all cylinders to hold the booms in position in the case of hydraulic line and/or pressure failure. Means of manual bleed-off must be provided with the holding valves. The holding valves must be located at the cylinders. Aerial lift units that are equipped with closed-center hydraulic systems must have an automatic engine throttle that controls the engine's speed between idle and maximum pump speed, as specified by the pump manufacturer according to the demand of the hydraulic system. The throttle control arrangement must not produce erratic basket operation.

4.6.14.4 **BASKET CONTROL**: A single-lever control handle must be provided at the basket for rotation and operation of the upper and lower booms. The aerial lift controls must be completely recessed at all boom positions or be protected with a guard. A multi-lever set of controls must be installed at the pedestal of the aerial lift unit and must control the same movements and in every case override the controls that are located at the basket, i.e. regardless of the position of the controls at the basket, the basket may be moved in any desired direction by using the controls located at the pedestal. The controls must be designed in a manner requiring two independent actions to be initiated by the operator prior to movement of the aerial basket; both independent actions must be incorporated in the same single-lever control handle. All controls must be of the type which automatically return to the neutral position whenever released. All movements of the aerial lift must be executed with immediate and full response without depending on any other operation of the aerial lift to keep the hydraulic system up. Aerial lift units that are equipped with open-center

hydraulic systems must have two insulated 2-speed throttle controls; one such control must be located at the basket's controls and another such control must be located near the outriggers' controls, so that the operator can select either engine idle speed or maximum pump speed. The throttle control arrangements must not produce erratic basket operation. The solenoid to power the aerial unit must be set-up on a separate electrical circuit from other functions such as boom warning lights, outriggers warning lights, etc. This solenoid must be switch activated, (i.e. whenever the aerial unit is ready to be operated). The switch must be located, and labeled inside the cab within easy access to the operator. Aerial lift units that are equipped with closed-center hydraulic systems must have an automatic engine throttle that controls the engine's speed between idle and maximum pump speed, as specified by the pump manufacturer according to the demand of the hydraulic system. The throttle control arrangement must not produce erratic basket operation. The fully assembled aerial lift unit must meet the additional following minimum requirements: unit must have an electric powered emergency lowering system. The lowering system must include a pump, motor and all necessary equipment to make it complete and fully operational. Assembled unit must be insulated for 69 KVAC minimum from basket's end of upper boom to elbow's end of upper boom. This insulation valve must include the boom and any and all control circuits, leveling devices, and auxiliary circuits or devices in or on the upper boom. Distance from the highest point on the assembled unit to the ground, in the stowed travel position, must not exceed 12'-2", based on 40" chassis frame height.

4.6.15 SPECIFICATIONS: PLATFORM BODY

4.6.15.1 **DIMENSIONS:** Length- approximately 38' width – approximately 96". A minimum 18" wide personnel access opening at front of body on curb side. Opening to have a minimum of two steps from lower side of body to floor level manufactured of minimum ten gauge tread plate.

4.6.15.2 **BODY:** All steel, all welded, load area is to be reinforced on all inside walls with minimum ten gauge safety tread plate. Crossmembers must be made of minimum 4", 5.4 lb. structural channel or equal. Front and rear crossmembers must be minimum 4" x 2" x 11 gauge rectangular tubing or equal. Units must have mud flaps for dual wheels. Rear Bumper- Step type, heavy-duty, minimum 3/16" gauge safety walk plate steel. Minimum 12" deep and body width.

4.6.15.3 **LIGHTING REQUIREMENT:** Furnish all lighting required by D.O.T., including the following: Directional lights mounted on rear of body. Simultaneous flasher is provided on cab and chassis; wire body to accommodate this feature. Clearance lights as required by law. Two stop and tail lights, license plate light six reflectors.

4.6.15.4 **WARNING LIGHTS:** Install one amber strobe light on mast high enough to clear cab of truck located behind cab. Strobe shall not interfere with operation of boom. Install one amber strobe light at rear of platform. Strobe lights are to be protected by a removable expanded metal shield which covers the entire assembly. On/Off switches to be located in cab. Unit is to be fused in accordance with manufacturer's recommendation.

4.6.15.5 **WATER CAN BRACKET**: Bracket to have 14" circumference base and be 14" high, mounted curbside.

4.6.15.6 **ADDITIONAL EQUIPMENT**: A travel cradle/support as recommended by the equipment manufacturer must be provided to anchor the lift arm while in the travel mode. Vendor shall furnish and install all necessary steps ladders and/or grab handles to provide easy and safe access to the basket and inner portions of the utility body. Warning lights are required on the vehicle dash which will be wired to illuminate whenever the upper and/or lower boom is out of the travel mount.

4.6.15.7 **COLOR**: The entire unit shall be painted OEM White. Truck frame, shall be flat black.

4.6.15.8 **MISCELLANEOUS**: Install two emergency warning lights on top of cab guard at front of cab guard (one on each side), and two at the rear corners of the flatbed. Lights to be two sealed beam type rotating beacon with yellow domes (Grate 76223 or equal). Each light is to be protected by a removable expanded metal shield which covers the entire assembly. On/off switches to be dash mounted. Each unit is to be fused in accordance with manufacturer's recommendation. Vendor to furnish and install all necessary steps, ladders and/or grab handles to provide easy and safe access to the basket and upper portions of the flatbed body.

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 071-072-A through Texas Smart Buy.

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

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

Warranty.

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

Rejection of Disclaimers of Warranties & Limitations Of Liability.

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

Insurance.

Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department, which shall be clearly labeled "Purchase of Aerial Trucks" in the Description of Operations block of the Certificate. The Certificate(s) shall be

completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Finance Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

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

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

TYPE	AMOUNTS
1. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

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

As they apply to the limits required by City, City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Vendor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Vendor shall pay any costs incurred resulting from said changes.

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

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

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

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

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

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

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

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

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

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

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

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

Change Orders. Notwithstanding anything stated to the contrary in Section 006 – General Terms & Conditions, in order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract.

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished must be in writing and conform to the requirements of City Ordinance 2011-12-08-1014, as hereafter amended.

Any other change will require approval of the City Council, City of San Antonio.

Changes that do not involve an increase in contract price may be made by the Director.

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

Incorporation of Attachments.

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

Attachment A – Price Schedule
Attachment B – Veteran-Owned Small Business Preference Program Tracking Form

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

Invoicing and Payment.

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

Information Required On Invoice.

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

Payment by City.

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

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

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

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

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

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

Termination.

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

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

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

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

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

INDEMNIFICATION.

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

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

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

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

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

Records Retention.

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

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

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

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

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

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

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

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

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

As a party to this contract, Vendor understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

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 a bid, whether electronically or by paper, Bidder represents that:

(s)he is authorized to bind Bidder to fully comply with the terms and conditions of City's Invitation for Bid 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;

Bidder 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 bid 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 bid.

Bidder Information
Please Print or Type

Vendor ID No.	V1015102
Signer's Name	Mike Crockett
Name of Business	Doggett Freightliner of South Texas, LLC
Street Address	8700 IH 10 East
City, State, Zip Code	Converse, Texas 78109
Email Address	mike.crockett@doggett.com
Telephone No.	210-277-4373
Fax No.	210-661-0289
City's Solicitation No.	6100007170

Signature of Person Authorized to Sign Bid

008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

009 - ATTACHMENTS

ATTACHMENT A

PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1	3	16,000-19,501 GVW Utility Bed 41' Working Height Aerial Truck

PRICE EACH: $ 129,873.00

COOPERATIVE FEE: $ 1948.10

PRICE TOTAL: $ 395,463.30

MAKE & MODEL & YEAR OFFERED: 2017 Freightliner M2-106

AUTHORIZED WARRANTY PROVIDER:

Doggett Freightliner of South Texas, LLC - Chassis

Altec Industries - Aerial Device

WARRANTY PROVIDER ADDRESS:

Chassis - 8700 IH 10 East, Converse, Texas 78109

Body - Warranty Repairs to be made via Altec mobile service

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT FOR 2016 WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 10/31/2016.

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.

DELIVERY: Delivery will be made within 270-300 calendar days after issuance of purchase order.

Successful vendor is required to notify the City annually of all production "cut-off" dates necessary for future order submission.

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

ITEM	QUANTITY	DESCRIPTION
2	2	**26,001-33,000 GVW Utility Bed Service Body 45' Working Height Aerial Truck**

PRICE EACH: $ 175,052.00

COOPERATIVE FEE: $ 2625.78

PRICE TOTAL: $ $ 355,355.56

MAKE & MODEL & YEAR OFFERED: 2017 Freightliner M2-106

AUTHORIZED WARRANTY PROVIDER:

Chassis - Doggett Freightliner of South Texas, LLC

Aerial Device - Altec Industries

WARRANTY PROVIDER ADDRESS:

Chassis - 8700 IH 10 East, Converse, Texas 78109

Aerial - Warranty repairs to be made via Altec Mobile service

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT FOR 2016 WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 10/31/2016.

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.

DELIVERY: Delivery will be made within 240-300 calendar days after issuance of purchase order.

Successful vendor is required to notify the City annually of all production "cut-off" dates necessary for future order submission.

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

ITEM	QUANTITY	DESCRIPTION
3	1	**26,001-33-000 GVW Utility Bed 70' Working Height Aerial Truck**

PRICE EACH: $ 214,322.00

COOPERATIVE FEE: $ 3214.83

PRICE TOTAL: $ 217,536.83

MAKE & MODEL & YEAR OFFERED: 2017 Freightliner M2-106

AUTHORIZED WARRANTY PROVIDER:

Chassis - Doggett Freightliner of South Texas, LLC

Aerial Device - Altec Industries

WARRANTY PROVIDER ADDRESS:

Chassis - 8700 IH 10 East, Converse Texas 78109

Aerial Device - Warranty repairs to be made vial Altec Mobile Service

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT FOR 2016 WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 10/31/2016.

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.

DELIVERY: Delivery will be made within 270-330 calendar days after issuance of purchase order.

Successful vendor is required to notify the City annually of all production "cut-off" dates necessary for future order submission.

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

ITEM	QUANTITY	DESCRIPTION
4	1	>33,000 GVW 79' Utility Platform Aerial Truck

PRICE EACH: $ 266,725.00

COOPERATIVE FEE: $ 4,000.88

PRICE TOTAL: $ 270,725.00

MAKE & MODEL & YEAR OFFERED: 2017 Freightliner M2-106

AUTHORIZED WARRANTY PROVIDER:

Chassis - Doggett Freightliner of South Texas, LLC

Aerial Device - Altec Industries

WARRANTY PROVIDER ADDRESS:

Chassis - 8700 IH 10 East, Converse Texas 78109

Aerial Device - Warranty repairs to be made via Altec Mobile Service

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT FOR 2016 WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 10/31/2016.

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.

DELIVERY: Delivery will be made within 270-330 calendar days after issuance of purchase order.

Successful vendor is required to notify the City annually of all production "cut-off" dates necessary for future order submission.

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

ATTACHMENT B

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM TRACKING FORM

City of San Antonio

ADDENDUM I

SUBJECT: Request for Offer (RFO) PURCHASE OF AERIAL TRUCKS (RFO# 6100007170)
Scheduled to Open: February 26, 2016; Date of Issue: February 19, 2016

FROM: Paul J. Calapa
Procurement Administrator

DATE: February 23, 2016

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. Changed to read:

   4.3.3 TRANSMISSION/DRIVE: Automatic transmission with overdrive; 5 speed minimum.

Paul J. Calapa
Procurement Administrator
Finance Department, Purchasing Division

PJC/im

City of San Antonio

ADDENDUM II

SUBJECT: Request for Offer (RFO) PURCHASE OF AERIAL TRUCKS (RFO# 6100007170)
Scheduled to Open: February 26, 2016; Date of Issue: February 19, 2016

FROM: Paul J. Calapa
Procurement Administrator

DATE: February 25, 2016

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

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

1.Changed to read:

4.4.11 EXHAUST SYSTEM: Muffler, horizontal exhaust tailpipe, heat cover, rain cap or turnout, to be mounted to allow full utilization of specified cab-to-axle length.

2. Changed to read:

4.5.10 WHEELS & TIRES: Front tires must be 315/80/R 22.5, minimum load range H; conventional tread. Rear tires to be 11R 22.5 load range H conventional tread. Must be equipped with loose lug indicators

3. Changed to read:

4.6.9 BRAKES: Full air, S-cam type, manufacturer's heavy duty brake shoes, spring set parking brakes. Front and rear automatic slack adjusters. Minimum 13 CFM compressor with automatic drain valves and equipped with manual pull chains accessible from the side of the truck. Spring set parking brakes on rear axle. Quick connect couplings to be located in a protected area near the front bumper. Couplings will not be mounted to the bumper. Female coupling ½" Milton "M" Type to air tanks.

4. Changed to read:

4.6.10 FUEL SYSTEM: To be equipped with single right hand OR left hand tanks, with total minimum capacity of 70 gallons. Right hand tank to be step type, left tank may be step or frame type not to extend more than 4" behind cab. Fuel filtration system to include primary and secondary type fuel filter(s) with automatic water separator.

5. Changed to read:

4.6.14.1 LIFT: The aerial lift must have a minimum "Working" height of 79 ft. The horizontal reach, from the centerline of rotation to the edge of basket, must not be less than 20ft. when the lower boom is at maximum elevations. The utility body must be an open type suitable for use with an aerial basket unit of this size, and must be in compliance with the listed body requirements. The complete unit, aerial lift and body, must be furnished with the following equipment and must meet the following minimum requirements:

Paul J. Calapa
Procurement Administrator
Finance Department, Purchasing Division

PJC/im

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

Authority. The City of San Antonio Veteran-Owned Small Business Preference Program Ordinance 2013-12-05-0864 adopted a veteran-owned small business preference program for specific contracting categories for solicitations issued after January 15, 2014.

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

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

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

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

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

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

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

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

SOLICITATION NAME/NUMBER: 6100007170

Name of Respondent:	Doggett Freightliner of South Texas, LLC	
Physical Address:	8700 IH 10 East	
City, State, Zip Code:	Converse, Texas 78109	
Phone Number:	210-277-4373	
Email Address:	mike.crockett@doggett.com	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #	NONE	
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.	NONE	
Participation Dollar Amount		

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes	No
Name of **SUBCONTRACTOR** Veteran-Owned Small Business:	NONE	
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is **SUBCONTRACTOR** certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is **SUBCONTRACTOR** certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified **SUBCONTRACTOR** as a VOSB. Include any identifying certification numbers.	NONE	
Participation Dollar Amount	N/A	

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on Veteran-Owned Small Business Program Tracking Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Program Tracking Form may be investigated and I hereby give my full permission for any such investigation. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

BIDDER/RESPONDENT'S FULL NAME:

Mike Crockett

(Print Name) Authorized Representative of Bidder/Respondent

(Signature) Authorized Representative of Bidder/Respondent

Government Sales

Title

2-26-2016

Date

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

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

None

2 Office Held

N/A

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

Doggett Freightliner of South Texas, LLC

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

None

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted None Description of Gift N/A

Date Gift Accepted None Description of Gift N/A

Date Gift Accepted None Description of Gift N/A

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

NOTARY PUBLIC STATE OF TEXAS
NICK FERRELL
Notary ID # 129898477
My Commission Expires
July 25, 2018

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Michael Crockett, this the 26th day of February, 2016, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
	Nick Ferrell	Director of HR

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

1. Name of Local Government Officer. Enter the name of the local government officer filing this statement.

2. Office Held. Enter the name of the office held by the local government officer filing this statement.

3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code. Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.

4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in Item 3. Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.

5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in Item 3 exceeds $100. List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed $100 in value.

6. Affidavit. Signature of local government officer.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

Local Government Code § 176.003(a)(2)(A):

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

***

(2) the vendor:

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

Doggett Freightliner of South Texas, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

None

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☑ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

None

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

2-26-2016

Date

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-18917

Date Filed:
02/26/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Doggett Freightliner of South Texas, LLC
Converse, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of San Antonio

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

6100007170
Purchase of Aerial Trucks

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Doggett, William	Houston, TX United States	X	
Doggett Industries Investments, LLC	Dallas, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

NOTARY PUBLIC STATE OF TEXAS
NICK FERRELL
Notary ID # 129898477
My Commission Expires
July 25, 2018

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Michael Crockett, this the 26th day of February, 2016, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
	Nick Ferrell	Director of Fact

City of San Antonio

ADDENDUM III

SUBJECT: Request for Offer (RFO) PURCHASE OF AERIAL TRUCKS (RFO# 6100007170)
Scheduled to Open: February 26, 2016; Date of Issue: February 19, 2016

FROM: Paul J. Calapa
Procurement Administrator

DATE: March 16, 2016

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

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

1. **4.1 Changed to read:**
SCOPE: The City of San Antonio is requesting an offer to furnish 5 turnkey aerial trucks in accordance with specifications listed herein. Said vehicles will be utilized by the Transportation & Capital Improvements Department. The City's fiscal year ends September 30th. Funds for 4 aerial trucks are currently available in this fiscal year's budget; therefore, 4 aerial trucks will be ordered upon contract award. Up to one additional aerial truck may be ordered before October 31, 2016, provided funds are appropriated for the purchase in the fiscal year 2016 budget for the fiscal year beginning October 1 2016. Pricing for the additional aerial truck shall remain the same as the price provided in this offer. City reserves the right to increase quantities of aerial trucks being purchased through October 31, 2016; therefore, pricing shall remain firm through October 31, 2016. However, City has no duty to order the remaining one aerial truck. This RFO is issued pursuant to cooperative contract number 071-072-A through Texas Smart Buy with Doggett Freightliner of South Texas, LLC who will provide the 5 aerial trucks.

2. **Price Schedule:**
Delete Items #3 and #4.

Paul J. Calapa
Procurement Administrator
Finance Department, Purchasing Division

Company Name Doggett Freightliner of South Texas, LLC

Address 8700 IH 10 East

City/State/Zip Code Converse Texas 78109

Acknowledged and Agreed:

Signature:

Date: 3-16-2016