LC
2/11/16
Item No. 5

AN ORDINANCE 2016-02-11-0063

ACCEPTING THE BID FROM COOPER EQUIPMENT CO. TO PROVIDE THE TRANSPORTATION AND CAPITAL IMPROVEMENTS DEPARTMENT WITH SIX PIECES OF MEDIUM DUTY STREET MAINTENANCE EQUIPMENT FOR A TOTAL COST OF $155,250.00, FUNDED FROM THE EQUIPMENT RENEWAL AND REPLACEMENT FUND.

* * * * *

WHEREAS, a bid was submitted to provide the City of San Antonio with four oil distributors and two trailer mounted crack sealers for street repairs to be used by the Transportation and Capital Improvements Department; and

WHEREAS, the low bid was submitted by Cooper Equipment Co. for a total cost of $155,250.00; **NOW THEREFORE:**

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

SECTION 1. The bid submitted by Cooper Equipment Co. to provide the City with four oil distributors and two trailer mounted crack sealers for street repairs for a total cost of $155,250.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. Attached hereto and incorporated herein for all purposes as **Exhibit I** are the bid tabulation sheet and bid.

SECTION 2. Funding in the amount of $155,250.00 for this ordinance is available in Fund 72001000, Cost Center 350320001 and General Ledger 5501055 as part of the Fiscal Year 2016 Budget.

SECTION 3. Payment not to exceed the budgeted amount is authorized to Cooper Equipment Co. and should be encumbered with a purchase order.

SECTION 4. The financial allocations in this ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers and SAP GL Accounts as necessary to carry out the purpose of this ordinance.

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

PASSED and APPROVED this 11th day of February, 2016.

Ivy R. Taylor

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda, Acting City Attorney

Agenda Item:	**5 (in consent vote: 4, 5, 6, 7, 8, 9A, 9B, 10A, 10B, 11, 12, 13A, 13B, 14A, 14B, 14C, 15, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 31, 32)**
Date:	02/11/2016
Time:	09:19:59 AM
Vote Type:	Motion to Approve
Description:	An Ordinance accepting the bid from Cooper Equipment Co. to provide the Transportation and Capital Improvements Department with six pieces of medium duty street maintenance equipment for a total cost of $155,250.00, funded from the Equipment Renewal and Replacement Fund. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5	x					
Ray Lopez	District 6		x				x
Cris Medina	District 7		x			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: November 30, 2015
For: Medium Equipment

6100006825 AJ

ITEM	DESCRIPTION	QUANTITIES	Local Cooper Equipment Co. 17474 Judson Rd San Antonio, TX, 78247 210-657-5151
1	Deleted		
2	Deleted		
3	Deleted		
4	Deleted		
5	Deleted		
6	Deleted		
7	Deleted		
8	Deleted		
9	Oil Distributors	4	
	Price each		$18,048.00
	Total		$72,192.00
	Year, Make & Model Offered		2015 Cimline TK500T
	Specific make & model of engine offered (include HP)		5 HP Gas Honda
	Warranty		1 year
	Warranty Service Provider Name		Cooper Equipment Co.
	Warranty Facility Address		17474 Judson Rd., San Antonio TX 78247
	Delivery will be made within __ calendar days after issuance of purchase order		45
	Production cut-off date		31-Dec-15
	Indicate the last day that the City can place orders under this contract without missing the production cut off date		31-Dec-15
	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
10	Trailer Mounted Crack Sealer Machines	2	
	Price each		$41,529.00
	Total		$83,058.00
	Year, Make & Model Offered		2015 Cimline 150DH
	Specific make & model of engine offered (include HP)		25 HP Diesel Kubota
	Warranty		1 year
	Warranty Service Provider Name		Cooper Equipment Co.
	Warranty Facility Address		17474 Judson Rd., San Antonio TX 78247
	Delivery will be made within __ calendar days after issuance of purchase order		45-60
	Production cut-off date		31-Dec-15
	Indicate the last day that the City can place orders under this contract without missing the production cut off date		31-Dec-15
	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
11	Deleted		
	Payment Terms		Net 30
	Total Award		**$155,250.00**

No bids were received for items 1-8 and 11 and will be rebid at a later date.

CITY OF SAN ANTONIO

PURCHASING AND GENERAL SERVICES DEPARTMENT

FORMAL INVITATION FOR BID ("IFB") NO.: 6100006825

MEDIUM EQUIPMENT

Date Issued: NOVEMBER 6, 2015

BIDS MUST BE RECEIVED **NO LATER** THAN:
2:00 PM, C.T. - NOVEMBER 30, 2015

ORIGINAL

Bids 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:
City Clerk's Office
100 Military Plaza
2nd Floor, City Hall
San Antonio, Texas 78205

Mailing Address:
City Clerk's Office
P.O. Box 839966
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"MEDIUM EQUIPMENT"

Bid Due Date: 2:00 p.m. – C.T., NOVEMBER 30, 2015

Bid No.: 6100006825

Bidder's Name and Address

Bid Bond: Performance Bond: Payment Bond: Other:

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NO DBE / ACDBE Requirements:

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

Pre-Submittal Conference *

* If YES, the Pre-Submittal conference will be held on November 16, 2015 at 2:00 pm – Central Time at Building & Equipment, Fleet Training Room, 329 S. Frio, San Antonio, Texas 78207

Staff Contact Person: ABIGAIL JOHNSTON, PROCUREMENT SPECIALIST III, P.O. Box 839966, San Antonio, TX 78283-3966.
Email: ABIGAIL.JOHNSTON@SANANTONIO.GOV

SBEDA Contact Information: DAVID RODRIGUEZ, 210-207-0071, DAVID.RODRIGUEZ3@SANANTONIO.GOV

JH

002 - TABLE OF CONTENTS

002 - TABLE OF CONTENTS 2
003 - INSTRUCTIONS FOR BIDDERS 3
004 - SPECIFICATIONS / SCOPE OF SERVICES 9
005 - SUPPLEMENTAL TERMS & CONDITIONS 20
006 - GENERAL TERMS & CONDITIONS 23
007 - SIGNATURE PAGE 28
008 - STANDARD DEFINITIONS 29
009 - ATTACHMENTS 31

JH

003 - INSTRUCTIONS FOR BIDDERS

Submission of Bids.

Submission of Hard Copy Bids. Submit one original bid, signed in ink, and two copies of the bid enclosed in a sealed envelope addressed to the City Clerk at the address and by the due date provided on the Cover Page. The name and address of Bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any bid or modification received after the time and date stated on the Cover Page shall be rejected.

Submission of Electronic Bids. Submit one bid electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any bid 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.

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

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

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

Bidders must sign the Signature Page on hard copy bids and return the IFB document to City. For electronic bids, Bidder's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

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

Certified Vendor Registration Form. If Bidder has not completed City's Certified Vendor Registration (CVR) Form, Bidder is required to do so prior to the due date for submission of bids. The CVR form may be accessed at: http://www.sanantonio.gov/purchasing/. Bidders 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 Bids. Alternate bids may be allowed at the sole discretion of City.

Hard Copy Alternate Bids. Alternate bids must be submitted in separate sealed envelopes in the same manner as submission of other bids. Alternate bids must be marked consecutively on the envelope as Alternate Bid No. 1, 2, etc. Failure to submit alternate bids in separate envelopes may result in rejection of a bid.

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

Catalog Pricing. (This section applies to bids using catalog pricing.)

The bid 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.

Bidders shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which a bid is submitted. Bidder shall provide said catalog at the time of submission of its bid. 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 bids submitted electronically.

Bidders 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 City Purchasing & General Services Department.

JH

Specified items identified herein, if any, are for overall bid 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.

Bidders are prohibited from communicating with: 1) elected City officials and their staff regarding the IFB or bids from the time the IFB has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the IFB 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 IFB and/or bid submitted by Bidder. Violation of this provision by Bidder and/or its agent may lead to disqualification of Bidder's bid from consideration.

Exceptions to the restrictions on communication with City employees include:

Bidders may ask verbal questions concerning this IFB at the Pre-Submittal Conference.

Bidders may submit written questions, or objections to specifications, concerning this IFB to the Staff Contact Person listed on the Cover Page on or before 7 calendar days prior to the date bids are due. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

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

Bidders 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 IFB after the bid 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, bidders 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. Bidders 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 IFB after the bid 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. Bidders 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 the City.

Changes to IFB.

Changes to this IFB made prior to bid opening shall be made directly to the original IFB. Changes are captured by creating a replacement version each time the IFB is changed. It is Bidder's responsibility to check for new versions

JH

until the bid due date. City will assume that all bids received are based on the final version of the IFB as it exists on the day bids are due.

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

Preparation of Bids.

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

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

Line Item Bids. Any bid that is considered for award by each unit or line item, must include a price for each unit or line item for which Bidder wishes to be considered. All bids 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" bid in the Supplemental Terms & Conditions.

All or None Bids. Any bid 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" bid, a unit price left blank shall result in the bid being deemed nonresponsive and disqualified from consideration. An "All or None" bid is one in which City will award the entire contract to one bidder only.

Delivery Dates. Proposed delivery dates must be shown in the bid form where required and shall include weekends and holidays, unless specified otherwise in this IFB. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the bid. 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. Bidders must not include such taxes in bid prices. An exemption certificate will be signed by City where applicable upon request by Bidder after contract award.

Description of Supplies.

Any brand names, catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate quality and capability desired.

Bids submitted for comparable items must clearly identify the proposed product, model, and type, as applicable, and shall include manufacturer specification sheet(s) for each proposed item with bid response. Product specifications shall be the most current available and be sufficiently detailed and descriptive so as to permit City to determine the item's suitability and compliance with bid specifications. City shall be the sole judge of equality and suitability of comparable items.

Pro-rata adjustments to packaging and pricing may be allowed at the sole discretion of City.

Samples, Demonstrations and Pre-award Testing. If requested by City, Bidder shall provide product samples, demonstrations, and/or testing of items bid 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 a bid. All samples (including return thereof), demonstrations, and/or testing shall be at Bidder'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.

JH

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

Bidders 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 IFB. No plea of ignorance by Bidder will be accepted as a basis for varying the requirements of City or the compensation to Bidder.

Confidential or Proprietary Information. All bids become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Bidder 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 Bidder may not be considered confidential under Texas law, or pursuant to a Court order. Note that pursuant to state law, bids are opened publicly and read aloud. In addition, bids are tabulated and posted to the City's website, so shall not be considered proprietary or confidential.

Interlocal Participation.

City may engage in cooperative purchasing with other governmental entities or governmental cooperatives ("Entity" or "Entities") to enhance City's purchasing power. At City's sole discretion and option, City may inform other Entities that they may acquire items listed in this IFB. If this contract will be subject to cooperative purchasing, such fact will be indicated in the Supplemental Terms and Conditions portion of this IFB. Such acquisition(s) shall be at the prices stated in the bid, and shall be subject to Bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid.

Bidder must sign and submit the rider, if attached to this IFB, with its bid, indicating whether Bidder wishes to allow other Entities to use its bid. Bidder shall sign and return any subsequently issued riders within ten calendar days of receipt. Bidder's decision on whether to allow other Entities to use the bid shall not be a factor in awarding this IFB.

Costs of Bidding. Bidder shall bear any and all costs that are associated with the preparation of the Bid, attendance at the Pre-Submittal Conference, if any, or during any phase of the selection process.

Rejection of Bids.

City may reject any and all bids, in whole or in part, cancel the IFB and reissue the solicitation. City may reject a bid if:

Bidder misstates or conceals any material fact in the bid; or

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

The bid is conditional; or

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

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

Variances and Exceptions to Bid Terms. In order to comply with State law, bidders must submit bids on the same material terms and conditions. Bids that contain material variances or exceptions to the terms and conditions, including additional terms and conditions, will be rejected.

Changes to Bid Form. Bids must be submitted on the forms furnished. Bids that change the format or content of City's IFB will be rejected.

Withdrawal of Bids. Bids may be withdrawn prior to the time set for the bid opening. Written notice of withdrawal shall be provided to the City Clerk for bids submitted in hard copy. Bids submitted electronically may be withdrawn electronically.

Bid Opening. Bids will be opened publicly and read aloud at 2:30 pm. on the day the bids are due. Bid openings are held at Purchasing & General Services, Riverview Tower, 11th Floor, 111 Soledad, Suite 1100, San Antonio, Texas 78205.

JH

Evaluation and Award of Contract.

Per Section §252.043 of the Texas Local Government Code, the contract will be awarded to the lowest responsible bidder. The Purchasing Division evaluates bids for responsiveness and the responsibility of the bidder, and makes a recommendation to the City Council. The City Council makes the final determination regarding award.

City reserves the right to make an award 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" bid in the Supplemental Terms & Conditions.

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

City reserves the right to utilize historical usage data as a basis for evaluation of bids when future usages are unable to be determined.

Breaking of tie bids shall be in accordance with the Texas Local Government Code §271.901.

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 IFB, Bidders' facilities and equipment may be a determining factor in making the bid award. All bidders may be subject to inspection of their facilities and equipment.

Prospective bidders must prove beyond any doubt to City Purchasing Administrator that they are qualified and capable of performing the contract's requirements.

Prompt Payment Discount.

Provided Bidder meets the requirements stated herein, City shall take Bidder'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 bid price, either per line item or total bid 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 bid evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the bid price during bid evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

Tabulations. The Purchasing Division will post preliminary tabulations within 7 days of the advertised bid opening. The information on these tabulations will be posted for informational purposes only, and will be posted as read during the bid opening. This tabulation is not a notice of award of the contract. All bids are subject to review for completeness, accuracy and compliance with the terms set forth in the bid documents.

Bid Protest Procedures.

Any bidder who is adversely affected in connection with the solicitation, evaluation, or proposed award of a contract may file a protest with the Director and appeal any adverse decision to the City Manager of the City of San Antonio.

Bidder must deliver a written notice of protest to the Director within 7 calendar days of the posting of the intent to award. If Bidder does not file a written notice within this time, Bidder will have waived all rights to formally protest the intent to award. It is Bidder's responsibility to check the City's website posting.

Debriefing. Debriefing of contract award is available upon request and after award of the Contract.

JH

Prohibited Financial Interest. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

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

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, 2nd floor, 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.

JH

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.1 **SCOPE:** The City of San Antonio is soliciting bids to provide 17 medium equipment units in accordance with the Building and Equipment Specifications listed herein. This equipment will be utilized by the Transportation & Capital Improvements, Convention Center, Convention Facilities, and Parks & Recreation Departments.

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

4.2.2 Equipment must include the maximum standard manufacturer's warranty on all components, with parts and service included. All components, parts and service shall include, as a minimum, a one year unlimited mileage/hours warranty. 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 must 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 must be completed within three (3) business days from the date equipment is delivered to the vendor unless otherwise approved by the appropriate City of San Antonio BESD Fleet Operations Manager or designate. Bidders must 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

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. central time. 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.

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

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

JH

operation the City may require job site operational training that could last multiple days to assure proper machine operation.

4.2.6 **DEMONSTRATIONS**: The City may request, from selected vendors, a demonstration of proposed equipment. The City is under no obligation to demo all products proposed by vendors. If a demonstration is required, the City's Fleet Operations Manager will contact the vendor to schedule the product demonstration. This request will be considered an integral part of the bid process. Failure to comply may result in the bid being deemed nonresponsive, and therefore, not considered for award. Upon request, the vendor shall have a minimum of five (5) working days to provide and deliver the equipment to a location specified by City for the demonstration. The vendor shall make the equipment available for a minimum of five (5) working days at City's location, but not to exceed ten (10) working days.

4.2.7 **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.

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

Any equipment furnished must meet all Federal and State safety requirements and must be certified as minimum Tier IV Interim emissions compliant. Tier IV shall be offered. The engine offered by bidder must meet the Environmental Protection Agency (EPA) emission standards in effect at the time the bid is submitted. Bidder shall submit a copy of the applicable EPA certificate with its bid.

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.

Unless otherwise specified all equipment is to be standard OEM colors.

4.2.8 **VEHICLE INSPECTION:** The vendor shall have each vehicle properly inspected in compliance with Texas motor vehicle laws. Texas Inspection Certificate shall accompany the vehicle when delivered to the receiving entity of the City of San Antonio.

4.2.9 **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.

Failure meet requirements as listed in document specifications may cause the delay of payment. Payment will be made within 30 days or payment terms 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 (unless they are brought into full compliance), and all necessary documents (i.e. MSO, odometer statement, etc.) are received by the City.

The City shall have a maximum of 5 working days to complete this inspection. **The inspection check list will be completed by City of San Antonio personnel after vehicle has been delivered.**

4.2.10 **BRAND NAMES:** Manufacturer names, trade names, brand names, and product numbers used herein are for the purpose of describing and establishing tested, compatible, approved and acceptable products that are of the type and quality required by the City. The use of pre-approved brand names are not intended to limit competition; therefore the phrase "or equal" is added. For purposes of this contract, the proposed "or equal" products shall require close adherence to the established standards of performance and quality inherently derived and reasonably expected from the brand named products specified herein. The City shall be the sole judge of equality

4.3 ITEM	QUANTITY	DESCRIPTION
1	**2**	**Trailer Mounted Paint Striper**

4.3.1 **PRE –MELTER**: The pre-melter shall be one specially fabricated cylindrical steel container having a capacity to heat 1,500 lbs. of thermoplastic material. Fabrication shall be such to prevent warping or cracking of container. The containers will be built with an outer 11 gauge steel jacket, insulated to prevent heat loss. The cylinder shall have three (3) flue gas vents to allow for flue gas from the propane burner. The three (3) flue vents shall be located with one (1) on each side and one (1) on the top of the container. Flue gas vents shall be designed as to not allow water/rain from entering. The rear section of the top of the cylinder shall be removable for easy access to the cylinder's interior for cleaning and maintenance. The removable piece shall be constructed in such a way that one

JH

person can remove and lift without having to remove the hydraulic motor or disassemble the agitator assembly. The cylinder shall be incased in a uniform cube type enclosure allowing single piece secure fastening to the trailer deck.

4.3.2 **SAFETY FEED SYSTEM**: The top of the cylinder shall be fitted with a steel cover housing and feed door of adequate size for charging plastic granules. The feed door shall be of anti-splash design that requires closing of the feed door for insertion of plastic granules into the melting kettle, thereby preventing accidental splash back of molten material.

4.3.3 **HEATING SYSTEM**: The temperature of the molten thermoplastic shall be maintained in the pre-melting tanks by a thermostatically controlled LPG heating system. The LPG heating system shall be furnished with all necessary safety features, connections, fuel lines, and regulators, etc. for connection to a propane cylinder.

4.3.4 **GAS THERMOSTAT**: The heating system main burners shall be controlled by a thermostat with adjustable range from 100 to 500 degrees F. The thermostat will be linked by thermocouple to the hot thermoplastic in the holding tank.

4.3.5 **SYSTEM MAIN BURNER**: The system shall have one main burner, with a minimum rating of 180,000 BTU to provide rapid heating for thermoplastic material. For safety and ease of maintenance, burner shall be mounted onto a slide-out rack that will detach tool free from the unit with a hand knob and quick connect gas fittings.

4.3.6 **AUTOMATIC IGNITION SYSTEM**: The System Main Burner shall be equipped with an electronic Automatic Ignition System for remotely lighting Main Burners. Automatic Ignition System shall be solid-state components and housed in a weatherproof enclosure. Enclosure shall be secured by key and lock mechanism. System will automatically shut off gas supply to the burners should the fire accidentally blow out. Gas flow to the burner shall be controlled by heavy- duty solenoid providing an absolute on/off type gas flow system to ensure temperature accuracy and operator safety. The use of a hand torch for burner ignition is not allowed.

4.3.7 **PROPANE SYSTEM**: Four steel bottle racks accommodating two 100 lb. And two 20 lb. propane bottles are to be mounted on the trailer. The two 100 lb. bottles are to be plumbed so as to provide fuel to the pre-melter burner. The bottle racks shall be integrated into the trailer; bolt-on racks are not acceptable.

4.3.8 **HYDRAULIC AGITATION SYSTEM**: The pre-melter cylinder shall be equipped with a hydraulically driven agitation system to continuously mix the molten plastic granules. The system shall consist of one set of agitator paddles with steel barbs for puncturing and shredding the thermoplastic bags for uniform dispersion of material. The agitator paddles shall be attached to a one (1") steel shaft driven by a hydraulic pump mounted on the top of the pre-melter cylinder. Chain driven agitator motors shall not be accepted.

4.3.9 **HYDRAULIC POWER SUPPLY**: The hydraulic power shall be powered by a minimum 8.5 horsepower, electric start, propane fired engine. The power supply shall be fitted with a steel protective cover and mounted to the tongue of the trailer.

4.3.10 **DISCHARGE SYSTEM**: The pre-melter cylinder shall be equipped with a material discharge valve of proper design to function satisfactory when discharging liquid plastic at temperatures upward of 475 degrees F. A detachable discharge chute of proper length and angle to facilitate the loading of the thermoplastic applicator shall be supplied. Discharge valve shall be of a knife gate design and easily operated from the ground. Discharge valve shall be interchangeable form the rear of the trailer to the sides of the trailer.

4.3.11 **TRAILER**: The trailer shall be a minimum of 6' wide x 16' long, constructed of heavy gauge structural steel, double welded at all frame cross member contact points with a rating of 14,000 pounds. 3/16th diamond plate decking shall be used. Trailer deck shall be coated with a two- part epoxy type non- skid coating to offer secure footing for operator safety. For operator safety and ease of access, trailer deck height form the ground shall be a maximum of 28". A step on each side shall provide operator access to the trailer deck storage area. An additional raised deck of 12" high shall provide ease of loading pre-melting kettle. A safety rail approximately 36" high shall surround the deck storage area. Each side of the trailer shall have removable gates for material loading. Dual trailer axles shall be spring mounted with a minimum rating of 7,000 pounds each. Trailer wheels shall be a minimum 16", eight (8) lug solid wheels with a minimum of 16" load range E tires. Spare tire and wheel of same specification shall be supplied and mounted to the front of the trailer. The trailer shall be equipped with electric brakes on both axles as well as a pintel type hitch with safety chains. The trailer shall be equipped with rigid piping under the deck to be part of the hydraulic and LP gas systems. The pipes shall be located in such a way that the remainder of the hydraulic and LP gas plumbing minimizes the use the use of flexible hose.

4.3.12 **LIFT GATE**: The trailer shall be equipped with a minimum 1000 lb. capacity hydraulic lift gate to load and unload the thermoplastic applicator. The lift gate shall be powered by 12 volt vehicle battery and have a platform load area of

JH

66"x37". The lift shall be mounted to the right side of the trailer and shall be secured in the up or travel position by safety pin and latch. The lift gate shall come with a curbside fixed control panel for ease of operation. Curbside control shall be secured by key and lock mechanism. Chain tighteners, and chains shall be attached to trailer for the use of securing the applicator to the trailer.

4.3.13 **LIGHTING**: ICC approved lighting system, wired to a heavy duty quick connect seven (7) pin coupler at the tongue of the trailer shall be supplied, as well as a pintle type hitch with safety chains. Two (2) pole mounted strobe lights shall be mounted at the rear of the trailer, one (1) on each corner.

4.4 ITEM	QUANTITY	DESCRIPTION
2	2	**Operator Propelled Paint Striper**

4.4.1 **GENERAL:** The applicator shall consist of an operator-propelled unit with a 265-pound thermoplastic holding tank, air jacketed and heated with propane fired burner system. The tank shall be mounted on a metal framework that will support an extrusion die, the propane supply, and the bead delivery system. The frame work will be mounted on wheels for the application and operation.

4.4.2 **FRAMEWORK:** The basic frame shall be constructed of tubular steel and able to support the active weight of the machine fully loaded, equal to at least 650 lbs. Welding of all components shall have good penetration, good fusion, and good appearance, without evidence of cracks or undercutting, in the best manner of the trade.

4.4.3 **DIMENSIONS:** Overall length of the applicator, without pointer extended, is to be 48". Width from side to side to be 30". Overall height, excluding pointer in the up position, is to be 39". Empty weight is to be 240 lbs.

4.4.4 **WHEELS:** The frame is to be supported by two 10" in diameter airless type front wheels. Tires and wheels shall bolt to heavy duty hubs with precision races and minimum 1" Timken bearings. Hubs shall have heavy duty grease fittings with dust caps and shall be mounted on a minimum 1" axle. The rear wheel shall be a heavy duty swivel caster with a foot actuated straight track locking mechanism. Rear wheel swivel bearing shall be heavy duty with a minimum load capacity of 500 lbs. The unit shall be capable of easy drag-free propulsion by a single operator.

4.4.5 **PROPANE SYSTEM:** The propane system shall consist of a 20 pound cylinder, a system regulator, and related hoses rated for use with LPG systems. The system shall provide propane fuel to the main burner and the stainless steel jet burners on the applicator and extrusion dies

4.4.6 **CONTROLS:** The applicator will have adjustable steel handles convenient of the operator to operate and maneuver the applicator. Aluminum control handles will not be accepted

4.4.7 **HEATING SYSTEM:** The unit shall operate from a high pressure LP fuel system. Minimum operating pressure shall be adjustable from 4-7 PSI. The temperature of the molten thermoplastic shall be heated in the holding tank by a replaceable brass main burner with a minimum rating of 75,000 BTU to provide rapid heating of thermoplastic material. The LPG heating system shall be furnished with all necessary safety features, connections, fuel lines, regulators, etc. for connection to a propane cylinder. An inspection door in the material tank shall allow for safe lighting of the burners via a hand held torch supplied with the applicator for operator safety. Stainless steel jet burners shall be fitted at all material transfer valves and on each application die to assure proper operation of all functions. Units that heat general areas with the use of radiant heat will not be accepted.

4.4.8 **THERMOPLASTIC TEMPERATURE CONTROL:** The heating system will be equipped with a pilot light and pilot safety valve connected with a thermocouple. The heating system main burner shall be controlled by a gas thermostat with adjustable range up to 550 degrees Fahrenheit. The thermostat will be linked by thermocouple to the hot thermoplastic in holding tank. Temperature gauge with readings up to 500 Fahrenheit shall be mounted into material tank. Thermostat controls shall be mounted into a moisture proof enclosure.

4.4.9 **HOLDING TANK**: The machine shall have a thermoplastic storage capacity of 220 pounds in an insulated, vertical, air jacketed, all steel construction material tank. The top shall have two hinged lids for material loading and inspection with a safety locking mechanism to prevent potential for splashing out of molten material. The tank will be designed to allow rapid, safe, easy removal of the tank for changing of material colors or cleaning. The tank shall have a recessed opening at the bottom to transfer hot plastic to the extrusion die for application.

4.4.10 **MIXER:** Material agitation shall be provided by one mixer paddle. This paddle shall be fabricated to prevent glass beads from settling out of the thermoplastic and to prevent scorching.

JH

4.4.11 **BEAD HOPPER & HOSE:** A separate all steel construction glass bead hopper with a capacity of at least 50 pounds of glass spheres shall be mounted on rear of the applicator. The hopper shall be connected to the bead dispenser with a see through flexible bead hose to monitor bead flow and a positive on-off cut off valve.

4.4.12 **DISPENSER:** The glass spheres shall be spread on the road surface by an automatic bead dispenser. The on-off lever shall be mounted within easy reach of the operator to facilitate ease of operation. The bead dispenser shall driven by a gear type transmission that is chain driven by the front wheel to provide positive dispensing of glass beads without relying on gravity only. Adjustability in amount of flow of beads shall be controlled without the use of additional tools. The operator shall be able to engage the beader independently of the extrusion die. Beader shall be of all steel construction and rust proof. The beader shall not interfere in any way with the operator's view of the newly installed thermoplastic line. The bead dispenser shall be designed so that variable width lines of 4", 8", and 12" wide can be achieved by finger tip adjustments without the use of additional tools. The bead dispenser must be adjustable from 1 ½" to 3" above the road surface and from 6" to 12" behind the extrusion die.

4.4.13 **HAND TORCH:** The unit shall be equipped with a hand torch for safe lighting of all burners.

4.4.14 **THERMOPLASTIC EXTRUSION DIES:** The thermoplastic extrusion dies are to be available in widths of 4"; 6", 8", 12" and double 4" for doubling line striping. The die walls are to be constructed of 3/16" heat-treated steel plate (aluminum not permitted), with a maximum weight of 30 lbs for a 4" die and 52 lbs for a 12" die. The die will have a set of replaceable tungsten carbide runners that ride on the pavement surface. The die shall be attached to a swivel mount that allows the die to float on the pavement surface without the need of additional weights. The die and all components shall be designed for quick and easy removal for changing of line width. Each die shall be fully adjustable to apply extruded material from .000 "to .150" thickness. Each die is to be controlled by a single handle convenient to the operator. This handle will serve the function of setting or removing the die on the pavement and opening and closing the die to extrude thermoplastic. The opening and closing of the die shall be attained by pushing in/pulling out on the handle. The use of springs to assist in the closing of the die is not permitted. The die hand handle shall have a safety stop to prevent the accidental opening of the die when off the pavement surface. Each die shall be heated with its own set of stainless steel jet burners to maintain material and die temperature during applications. The die burner shall be connected to the frame LPG supply by flexible gas hoses and quick disconnect fittings. The die jet burner shall be individually controlled control valves.

Each die shall have the minimum number of jet burners:

a) 4" die: 2 each
b) 5" die: 3 each
c) 6" die: 3 each
d) 8" die: 4 each
e) 12" die: 5 each
f) Dual 4" die: 4 each

4.4.15 **MACHINE & COMPONENTS FINISH:** The complete machine and all components, including tanks, dies, etc., shall have the minimum protective coating described in the following: All metal parts and components, unless zinc plated or aluminum, shall have one prime coat and one finish coat of paint. The prime coat materials shall be specifically compounded for the respective metals to which they are applied. The thermoplastic holding tank and dies shall be painted with heat resistant paint designed for temperatures of up to 1200 degrees F.

4.5 ITEM	QUANTITY	DESCRIPTION
3	1	**Concrete/ Pavement Saw**

4.5.1 **CUTTING DEPTH:** Minimum 6.625 inches

4.5.2 **ENGINE HORSEPOWER:** Minimum 11 HP

4.5.3 **FUEL CAPACITY:** Minimum 1.5 gallons

4.5.4 **BLADE DIAMETER:** Minimum 18 inches

4.5.5 **MAXIMUM SPEED:** 2,800 RPM

4.5.6 **ACCESSORIES:** Unit to have adjustable, low vibration handlebars for operator comfort during operation.

JH

4.6 ITEM	QUANTITY	DESCRIPTION
4	1	**Skid Mounted Generator- MIG Welder**

4.6.1 **RATED OUTPUT**: Minimum 250A AC/25V/ 100% / 250A DC/25V/ 100%

4.6.2 **OUTPUT RANGE**: Minimum 50-250A AC/DC

4.6.3 **GENERATOR OUTPUT**: Minimum 10,000 watts peak, 9,000 watts continuous

4.6.4 **ENGINE**: Kohler OHV Command CH730 or equivalent.

4.6.5 **HP & SPEED**: Minimum 23 HP @ 3,6000

4.6.6 **CYLINDERS**: Minimum two (2) cylinders

4.6.7 **DIMENSIONS**: Minimum 29.9" x 21.5" x 42.3"

4.6.8 **WEIGHT**: Maximum 620 lbs.

4.7 ITEM	QUANTITY	DESCRIPTION
5	1	**6,000 Lbs LPG Forklift**

4.7.1 **ENGINE**: Minimum, 50 SAE HP at recommended manufacture RPM, LPG powered engine with electronic governor and automatic engine protection/shutdown system. Must be EPA compliant fuel system and U.L classified type LP

4.7.2 **TRANSMISSION**: Power shift automatic torque converter type with minimum one (1) forward and one (1) reverse gear. All configurations to have neutral safety start switch and single lever control for reversing directions.

4.7.3 **BRAKES**: Hydraulic service brakes, with parking brake

4.7.4 **STEERING**: Power assisted.

4.7.5 **LOAD CAPACITY**: The forklift shall have a minimum lift capacity of 6,000 lbs. @ 24 inches load center

4.7.6 **TIRES**: Manufacturer's standard (NO FLAT) pneumatic.

4.7.7 **MAST**: Mast shall be of triple stage design with side shift. Forward mast tilt minimum five (5) degree, rear tilt minimum five (5) degrees.

4.7.8 **FORKS**: Fork length to be a minimum 42". Class III pallet forks. Max fork height must be a minimum of 180 inches. Forks must be a minimum 1.5 inches thick and 4.5 inches wide.

4.7.9 **ACCESSORIES**: Power steering, Audible back-up alarm, low LPG fuel warning light, amber strobe light, dual (2) OHG mounted adjustable head lights, tail lights and turn signals, hood mounted control levers, tilt steering wheel, Minimum one (1) Rear view convex mirror, hour meter.

4.7.10 **FUEL TANK**: Unit shall include 2 (two) LPG tanks, size will be 43#. One shall be delivered installed on the unit and filled to capacity and the other two will be empty spares.

4.8 ITEM	QUANTITY	DESCRIPTION
6	1	**Material Handling Man Lift**

JH

4.8.1 **TRAILER MOUNT:** Trailer mounted boom lift that is a battery powered hydraulic system. Lift to be operated both indoors and outdoors that can be easily towed to fit a single door access. Trailer mounted boom axle with shall not exceed 35".

4.8.2 **PLATFORM HEIGHT:** Minimum of 75 feet.

4.8.3 **PLATFORM WEIGHT CAPACITY:** Minimum of 440 lbs.

4.8.4 **OUTRIGGERS: Outriggers are required.** Controls requiring outrigger extension before lift is elevated. Overload sensors required. Emergency lowering system required. Manual system is accessible. Lift shall be a standard two wheel drive.

4.8.5 **DIMENSIONS:**

a) Minimum Length: 17ft 10 inches
b) Maximum Height: 6ft 6 inches
c) Maximum Width: 34.5 inches

4.8.6 **TRAINING**: A training session with a qualified representative of the bid awarded will be scheduled once unit is delivered.

4.9 ITEM	QUANTITY	DESCRIPTION
7	1	**26' Electrical Scissor Lift**

4.9.1 **ENGINE:** Unit to run on a minimum of four (4) 200 amp batteries and will produce a system voltage of 24 volts.

4.9.2 **WEIGHT:** Minimum 4,000 lbs

4.9.3 **SPEED**: Unit will have a maximum speed of 2.5 mph.

4.9.4 **WHEELBASE**: Unit will have a maximum wheelbase of 5'9".

4.9.5 **TIRES:** Tires will be solid, non marking and will be a minimum 16x5 in size.

4.9.6 **PLATFORM:** Unit will have a maximum platform height of 26 feet (NO EXCEPTIONS) and a maximum capacity of 1,050 lbs. Platform length and height will be a minimum of 84" x 28".

4.9.7 **LIFT/LOWER TIME**: Lift/Lower time will not to exceed 40 seconds.

4.9.8 **TRAINING**: A minimum 2 hour training session will be conducted at the department's request.

4.10 ITEM	QUANTITY	DESCRIPTION
8	1	**Trailer Mounted Hydro-Jetter**

4.10.1 **ENGINE:** Minimum 40 HP twin cylinder engine. Engine to deliver a minimum flow of 12 GPM and 4,000 PSI.

4.10.2 **TANK:** Unit to be equipped with a minimum 150 gallon tank.

4.10.3 **GVWR:** Maximum 2,700 lbs. (with full tank).

4.10.4 **PIPES:** 3" to 15" in diameter.

4.10.5 **HOSES:** Unit to include minimum industry standard:

a) 350 ft of 3/8" high pressure cleaning hose
b) 100 ft of 5/8" rubber water supply hose
c) 75 ft of ¼" trap-cleaning hose.

Unit shall be equipped with hose reels for each of the above mentioned.

4.10.6 **NOZZLES:** One (1) closed and One (1) penetrator.

JH

4.10.7 **FUEL SYSTEM**: Gasoline; minimum 2 gallons.

4.10.8 **TIRES & WHEELS**: Industry standard tires and wheel size comparable to the production of this unit.

4.10.9 **STORAGE BOX**: Unit to be equipped with a lockable storage box for tools, nozzle attachments, ect.

4.10.10 **HITCH:** Trailer to be able to mount 2 ¾" ball

4.11	ITEM	QUANTITY	DESCRIPTION
	9	4	Oil Distributors

4.11.1 **TRAILER**: To be torsion axle with electric braking system. Unit to be equipped with a 40 lb propane tank at front of trailer.

4.11.2 **TANK:** Unit to be equipped with a 7 gauge, 500 gallon steel tank and a 36" x 32" maintenance hatch for easy clean out.

4.11.3 **ENGINE**: Minimum 5 HP; Gasoline. Engine is to be electric start.

4.11.4 **HOSE**: A 50' retractable hose is to be mounted on the left side fender of the trailer.

4.11.5 **SPRAY WAND:** A detachable spray wand will be equipped and will have lockable latches on top near the maintenance hatch.

4.11.6 **SPRAY BAR:** An 8ft folding spray bar is to be mounted at the rear of the trailer. The spray bar will be equipped with six (6) hand valves. Each hand valve is to be spaced 12 inches from one another.

4.11.7 **TOOLBOX**: A toolbox is to be mounted on unit. The toolbox shall not interfere with the safety operations of the unit.

4.11.8 **SAFETY**: All necessary DOT stickers, lights, and reflective tapes are to be installed on unit prior to delivery. SMV sign must be mounted rear center of unit.

4.11.9 **ACCEPTABLE MODEL**: Cimline Tack Kettle TK500T, 500 Gallon tank., or proven equal.

4.12	ITEM	QUANTITY	DESCRIPTION
	10	2	Trailer Mounted Crack Sealer Machines

4.12.1 **GENERAL**: The purpose of these specifications is to describe a double-boiler type melter applicator that is specifically designed for and shall be capable of heating and applying all grades of asphalt rubber sealant, fiber modified asphalt sealant and specification joint sealant without further equipment modification. It may be used for the application of resinous, colored sealant and fillers. This unit shall be the manufacturer's current production model manufactured in the United States of America. The machine shall be capable of starting at ambient temperature and bringing the sealant material up to application temperature in one hour or less. All qualified bidders must have and maintain a complete inventory of repair parts and have experienced factory-trained service personnel for this equipment. A comprehensive safety manual and an operational/maintenance CD shall be supplied with each unit. A factory-trained person shall be made available for initial start-up and training in the operation of the melter. The material should be heated in a kettle or melter constructed as a double boiler, with space between the inner and outer shells filled with oil or other heat-transfer medium. Thermostatic control for the heat -transfer medium shall be provided and shall have sufficient sensitivity to maintain sealant temperature within the manufacturer's specified application temperature range. Temperature indicating devices shall have intervals no greater than 5°F (2.8°C) and shall be calibrated as required to assure accuracy. The melter shall have continuous sealant agitation and a mixing system to provide uniform viscosity and temperature of material being applied. Do not attempt to apply 2-component or PVC coal tar products with this unit.

4.12.2 **REQUIRED SAFETY FEATURES**: The unit shall have a safety shut-off feature on the lid that automatically stops the agitator when the lid is opened. The applicator wand shall be equipped with an automatic shut-off feature that will stop the flow of sealant when the handle is released or dropped. The sealant line pressure will automatically cease when the sealant flow is stopped. The operator shall not be required to perform any additional activity other than

JH

releasing the wand trigger switch to cease sealant line pressure. There shall be no valves in the line to allow interruption of sealant flow from the pump to the wand end. The heat transfer oil shall adequately and efficiently bring the sealant material to application temperature without the use of a heat transfer oil circulation pump. This eliminates the potential exposure of personnel to pressurized hot heat transfer oil.

4.12.3 **TOWING FRAME & JACK**: This unit shall be trailer mounted. The longitudinal side frames and tongue members of the trailer shall be on one continuous piece construction composed of hot rolled steel channel having the minimum dimensions of 4 inches (10.16 cm) web, 3/16 inch (.48 cm) thickness with 1.58 inch (4.01cm) flanges. The configuration of the channels shall be cold formed with the flanges on the outside resulting in a one-piece frame member with no cross welding of or on the flanges to avoid any possibility of flange stress cracking. The tongue shall be equipped with an appropriate heavy duty ball or pintle hitch and shall be adjustable in height above ground level from a minimum of 14 inches (35.6 cm), to a maximum of 32 inches (81.3cm), permitting practically level towing with a wide range of towing vehicles. The towing hitch shall be bolted to the hitch plate for easy height adjustment and/or conversion to other type hitches. A screw-post tongue jack shall be furnished. It shall be a heavy duty type with a load capacity of 7,000 pounds (3,175 kg) and it shall be side mounted and swing away for positive road clearance while under tow.

4.12.4 **RUNNING GEAR**: The unit shall be equipped with a single independent rubber torsional suspension having a safe load capacity of 5,200 pounds (2358 kg), electric brakes, modular wheels and ST225/75 R15 tires (Load Range D). This suspension eliminates springs and shackles that rust and reduce ground clearance. The melter shall have dual LED taillights, stop lights and turn signals. Lights shall be ICC approved. A license plate holder shall be attached to the driver's side taillight. All melter fluid tanks shall be positioned no lower than the deck level, mounted on top of the channel frame members to assure proper ground clearance. The unit shall also be equipped with two safety chains not less than 48 inches (121.9cm) of .31 inch (.79 cm) coil proof chain, attached to the tongue with a drilled type clevis pin on the end attached to the frame and screw type clevis pin on the opposite end. Total shipping weight is approximately 2,800 pounds (1,270 kg).

4.12.5 **HEATING TANK**: The material heating tank shall be a minimum of 37 inches (93.98 cm) diameter by 28.75 inches (73.02 cm) deep having a minimum capacity of 133.75 gallons (506.3 l) at ambient temperature. The tank will have a rear discharge from the pump and rear plug outlet. A double boiler type jacket shall create a reservoir that shall hold a minimum of 34.8 gallons (129 l) and require no more than 40 gallons (152 l) of heat transfer oil at 70°F (21.1°C). (Note: at 500°F (260°C) the heating oil will expand approximately 18%). The jacket shall wrap around 100% of the outside area of the circular material tank and bottom and allow for complete circulation of the heated transfer oil. The tank and jacket shall be made of not less than 3/16 inch (.94 cm) rolled sheet steel. There shall be one plug to allow the entire heat transfer oil system to be drained. The heat transfer oil shall be of ISO grade 68.

4.12.6 **EXPANSION TANK**: A sealed expansion tank for heat transfer oil shall be provided to minimize oil oxidation and prevent moisture condensation into the heat transfer oil. Overflow down tubes are unacceptable.

4.12.7 **HYDRAULIC SYSTEM**: The hydraulic system shall incorporate a single hydraulic pump to power the agitation and pumping system. All valves shall be solenoid operated by toggle switch and wand handle switch. The controls will allow for bi-directional operation of the sealant pump. A flow control valve will be mounted on the rear of the unit to allow the operator to adjust the pump operational speed. The minimum 26 gallon (98.42 l) hydraulic tank will be equipped with an internal 10-micron full flow filter. The filter shall be equipped with a restriction indicator to indicate the need for service. A sight gauge level indicator equipped with a thermometer to measure oil temperature will be mounted on the tank and located where it is easily viewed.

4.12.8 **INSULATION**: The heating tank shall be insulated with a minimum of 1 inch (2.54 cm) thick high temperature ceramic insulation and covered by a 22-gauge (.07cm) steel outer wrapper. Fiberglass and rock wool insulation are unacceptable due to their moisture retention properties resulting in a significant loss of their insulating value over an eighteen-month period.

4.12.9 **LOADING HITCH**: A low profile angled lid opening for loading shall be required at the top of the material tank and shall be located on the curbside of the machine for operator safety. The loading height shall be a minimum of 50 inches (127 cm) and shall not exceed 59 inches (149 cm) for correct ergonomic lifting and fume exposure. This will allow the operation of the equipment, including sealant loading, from curbside. Loading systems that require the operator to step onto the melter are unacceptable. The opening shall have a minimum area of 252 square inches (1,625 square cm), while not exceeding 275 square inches (1,774 square cm) in order to prevent heat loss, and shall be hinged to allow placement of a block of sealant onto lid and closure of lid for easy, anti-splash loading. The loading hatch shall be easily adaptable for the addition of a retrofit powered loading conveyor with anti-splash tower.

JH

4.12.10 **HEATING SYSTEM**: The heat transfer oil is heated by one 12-volt 250,000 BTU high efficiency forced air diesel fired burner directly at the bottom of the heat transfer oil tank. The total area exposed to the burner shall be a minimum of 5,244 square inches (33,832sq cm). The material tank shall have a minimum of 4,267 square inches (27,529sq cm) of contact with the heat transfer oil. This provides for a melt rate of 1,000 pounds (454 kg) per hour.

4.12.11 **IGNITION OF BURNER**: The burner shall be lit by a constant duty high voltage transformer powering an electric spark ignitor. This ignitor shall work in conjunction with a sensor that detects a lack of burn or ignition and shuts down the fuel supply. The thermostat control is located on the curbside of the machine for operator safety.

4.12.12 **INTEGRATED CONTROL SYSTEM**: The melter applicator shall have electronic thermostat controls that will automatically regulate hot oil, material and hose temperatures and in turn display these temperatures on digital readouts. The controls shall operate at temperature ranges needed for proper application of sealant. They shall be activated by a single power switch, which will then turn on the agitator and pump at the proper time by use of interlocks. The interlock for the agitation system will not allow the agitator to be activated until the material temperature reaches 275 degrees and the interlock for the pumping system will not allow the pump to be activated until the hose temperature reaches 325degrees. All temperature controls shall be contained in a single weather proof control box. This control box shall also contain the engine ignition controls, hour meter and any engine gauges.

4.12.13 **DRIVE & DRIVE CONTRLS**: The motive force to the agitator and material pump shall be hydraulic motors driven by a single hydraulic pump. The drive controls governing the rotational speed of the material pump shall be controlled by adjustable hydraulic valves. The drive controls governing the speed of the material pump shall be controlled from the rear of the machine. The material pump will have infinite speed control and is electrically actuated by a toggle switch on the control panel or a switch on the hand wand.

4.12.14 **AGITATION**: The sealant material shall be mixed by a hydraulically driven, full sweep vertical agitator with two opposing horizontal paddles and vertical risers attached to the ends. This feature ensures that material remains in complete suspension and that the hot material stays in the lower area of the tank and does not get splashed or thrown to the upper areas of the tank. The agitation system shall be chain driven from the hydraulic motor to the agitator. The agitator rotates in both directions. For additional safety the agitator will shut off automatically when the loading hatch is opened.

4.12.15 **BI-DIRECTINAL VARIABLE SPEED PUMPING UNIT**: A hardened steel gear pump is located in the center of the material tank attached to the bottom of the tank. Pumping of material is controlled by a switch on the hand wand and output is controlled hydraulically. The pump and agitator drive shaft stands vertically attached to two motors on the top surface of the tank. One motor rotates an axial tube having radial mixing blades at the chamber bottom. The second motor drives a coaxial shaft running through the tube to the pump. Sealant pumping shall be on demand. When pumping stops, all line pressure and sealant flow shall stop. No external plumbing or recirculation back into the tank is acceptable. No internal or external valves shall be used in the pumping and sealant delivery system. The pump shall be capable of delivering sealant at a rate that exceeds the melt rate of the unit

4.12.16 **ACTIVE PUMP PROTECTION**: The pump shall be completely encircled by a protective screen. The screen shall not allow anything larger than ½ inch (1.27 cm) in size to pass from the sealant tank into the pump suction port. The screen shall continuously rotate 360° around the pump whenever the sealant agitator is engaged. The active screen will protect the pump from foreign object damage and will self-clean as it rotates around the sealant pump and suction port.

4.12.17 **SEALANT HOSE & APPLICATOR WAND**: Both the hose and wand are heated by low voltage electric current and are temperature regulated. The combination length between the hose and wand shall not be less than 22 feet (6.70 m). Due to weight and safety considerations, an oil-jacketed hose is unacceptable. The hose shall be specifically manufactured for handling liquid asphalt products up to 500°F (260°C) at 500 psi (34.47 bar) working pressure. Hose shall not be less than 18 feet (5.48 m) in length. For maximum operator safety it shall be made of stainless steel braid with a 3/4 inch (1.91cm) inside diameter and shall be Teflon lined. Further, it shall be heavily insulated to prevent hot material from leaking out. Total diameter of the hose shall be not greater than 2 1/4 inch (5.72 cm). The total weight of the hose shall not exceed 20 pounds (9.07 kg). The hose is to be wrapped with a minimum of three electrical wires with terminal ends. The wires will be capable of heating the hose to 400°F (204°C) in less than 45 minutes and have variable temperature control capability. A digital readout displays the temperature. The hand wand shall not be less than 4 feet (1.22 m) in length. The hand wand shall be constructed of steel with sufficient strength to withstand normal day-to-day operation. Material flow is controlled by a trigger switch. For greater operator mobility, the connection between the wand and hose shall be through a 360° swivel. There shall be no obstruction or valves between the material pump and the wand end. The hose is supported by a 6 ft. boom (1.83 m), which swivels side to side on dual pillow block bearings. The boom is centered at the rear of the machine.

JH

4.12.18 **ENGINE**: The unit shall be equipped with a diesel engine complying with the following specifications:

a) Electric Start
b) Three Cylinder 25.4 HP (18.84 kw)
c) 3.14" (79.7 mm) Stroke
d) Constant Speed Mechanical Governor
e) 68.6 cu in. (1.12 l) Displacement
f) Full Flow Oil Filter
g) 3.05" (77.4 mm) Bore
h) 22 to 1 Compression ratio
i) Water Cooled

The engine speed is preset at the factory for optimal alternator output to power the heated wand and hose. Engine Shutdown Package (low oil pressure & high temperature).

4.12.19 **FUEL CAPACITY**: The melter shall have a 26 gallon (98.42 l) diesel fuel tank for operation of the entire unit. The unit will be capable of operating for a minimum of 12 hours on one tank of fuel. The tank shall be equipped with full length sight gauges for fuel level indication protected in a steel cover.

4.12.20 **PAINT**: All painted surfaces shall be coated with DuPont two-part epoxy primer and DuPont two-part urethane paint applied by DuPont certified painters.

4.12.21 **MISCELLANEOUS ITEMS:**

a) 2 ½ inch pintle hitch
b) Overnight heater.

4.12.22 **TRAINING**: An authorized, factory-trained representative will be made available for a full day of training at a facility designated by the bidding agency. At this training session a complete operational, mechanical and safety overview will occur. The CD manual will be viewed and discussed with all concerned personnel. Additionally, the representative will be available at that time for "on the job" safety and field training.

4.13	ITEM	QUANTITY	DESCRIPTION
	11	1	Ride On Street Sweeper

4.13.1 **PATH:** The sweeper must sweep a minimum path of 50" and a maximum of 61". The scrubber must be able to scrub a minimum 48" path, and have a frame no wider than 47.5".

4.13.2 **TANK:** Unit must have a solution tank of minimum 100 gallons. The recovery tank shall be a minimum of 100 gallons.

4.13.3 **OPERATION:** The unit is to have true one button sweeping and scrubbing for ease of operation. The brushes are to be lowered and raised by a hydraulic cylinder. They shall be automatically activated when lowered. The down pressure shall be constant and maintained electronically.

4.13.4 **HOPPER**: The sweeper scrubber must be equipped with a minimum 57" multi level dump debris hopper and a minimum 63 square foot dust filter that traps dust to 3 microns. When the hopper is raised, the brushes shall be activated. The dust filter shall be automatically cleaned every time the sweeping function is shut off with a timed filter shaker motor. The unit is to include an automatic fire sensing device that is permanently mounted, re-setable, and maintenance free. The fire sensing device must automatically shut down the vacuum fan.

4.13.5 **CONTROLS**: This machine is to be equipped with an on-board electronic self diagnosis unit. This unit is to be designed to check the actuators, pumps, propelling system, brush motors, vacuum fan, and other sensors. Should any problems be detected, the control panel will indicate to the operator and/ or the mechanic what needs to be corrected. The unit must also have an audible service interval reminder to alert operator when service is needed – like brush change/rotation, oil change, etc. Unit to include all necessary equipment including a 53 HP liquid propane water cooled engine and all cleaning brushes. Unit must be equipped with a tilt steering system and a high back seat with slide adjusters.

JH

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon City's issuance of a Purchase Order. This contract shall terminate upon completion of all work described herein or delivery of all goods ordered, as applicable.

Liquidated Damages for Delay:

The parties agree that the actual damages that might be sustained by the City by reason of the breach by Vendor of its covenant to make delivery within the time specified herein, is uncertain and would be difficult of ascertainment, and that the sum of $100.00 per day per unit for each day that delivery is late would be a reasonable compensation for such breach. Vendor hereby promises to pay, and City hereby agrees to accept, such sum as liquidated damages, and not as a penalty, in the event of such breach. Furthermore, the parties agree that City may withhold said liquidated damages from any payments due to Vendor hereunder. If Vendor's delay exceeds 30 days, City may, at its option, elect to terminate this contract in whole or in part. In such event, City may pursue actual damages, rather than applying this liquidated damages provision.

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.

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 – Purchasing Division, which shall be clearly labeled "*Medium Equipment*" 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. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Finance Department – Purchasing Division. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

The 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 the City; therefore, subject to Vendor's right to maintain reasonable deductibles in such amounts as are approved by the City, Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, 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:

JH

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 categories of insurance coverage required of Vendor herein, and provide a certificate of insurance and endorsement that names the Vendor and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Vendor. Respondent shall provide the 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 the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Vendor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Vendor shall pay any costs incurred resulting from provision of said documents.

City of San Antonio
Attn: City's Finance Department – Purchasing Division
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 the 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 the 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 the 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 the City.
- Provide advance written notice directly to City of any suspension or non-renewal 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 the 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, the 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 payments of damages to persons or property resulting from Vendor's or its subcontractors' performance of the work covered under this Agreement.

JH

It is agreed that Vendor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio 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 the City shall be limited to insurance coverage provided..

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

Incorporation of Attachments.

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

Attachment A – City of San Antonio Price Schedule
Attachment B – City of San Antonio Local Preference Program Forms
Attachment C – City of San Antonio Veteran-Owned Small Business Preference Program Tracking Form

JH

006 - GENERAL TERMS & CONDITIONS

Electronic Bid Equals Original. If Vendor is submitting an electronic bid, 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 IFB 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 the 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 the 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.

Warranty. 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 IFB, unless otherwise specified in the Specifications/Scope of Services section of this IFB. 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 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.

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 the 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

JH

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, THE 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 DAYS 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.

Change Orders. 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 may be approved by the Director, provided that such change orders:

- are made in writing, signed by the Director;
- do not involve an increase or decrease in contract price of more than $25,000; and
- sufficient funds have already been allocated by City or are available to the Director to cover any increase in contract price.

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, however, 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.

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 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.

JH

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 THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold the 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 the City at their respective offices, at all reasonable times and as often as City may deem

JH

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 the 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.

JH

Non-Discrimination Language
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, the City reserves the right to deduct any delinquent taxes from payments that the 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 Change Order 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.**

JH

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.	74-1403310
Signer's Name	JOHN HOUSTON
Name of Business	COOPER EQUIPMENT CO.
Street Address	17474 JUDSON RD
City, State, Zip Code	SAN ANTONIO TX 78247
Email Address	jhouston@cooperequip.com
Telephone No.	210 657-5151
Fax No.	210 657-5871
City's Solicitation No.	~~IFB~~ 6100006825

John D Houston

Signature of Person Authorized to Sign Bid

JH

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 Bid - an invitation to bid in which the City will award the entire contract to one bidder only.

Alternate Bid - two or more bids with substantive variations in the item or service offered from the same bidder in response to a solicitation.

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

Bid - a complete, signed response to a solicitation. The term "bid" is synonymous with the term "offer".

Bid Opening - a public meeting during which bid responses are disclosed.

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

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

Change Order - a change to the plans or specifications of the contract, or an increase or decrease in the quantity of work to be performed or of materials, equipment, or supplies to be furnished, issued by the Director after the bid has been accepted by the City.

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

Contract - the binding legal agreement between the City and Vendor.

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

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

Equal or Equivalent - terms to indicate that similar products or other brands may be acceptable for purchase if specifications and functional requirements are met.

Invitation for Bid (IFB) – a solicitation requesting pricing for a specified good or a service.

Line Item - a listing of items in a bid for which a bidder is expected to provide separate pricing.

Low Bid - a bid which is lowest in price, but may not meet all requirements or specifications.

Lowest Responsible Bidder - the bidder whose bid meets all requirements of the specifications, terms and conditions of the IFB and results in the lowest cost to the City in an award based solely on price, taking into consideration the bidder's competence and qualifications to perform the contract.

Non-Responsive Bid - a bid or offer that does not comply with the terms and conditions, or specifications and/or requirements of the IFB.

Offer - a complete, signed response to an IFB that, if accepted, would bind the bidder to perform the resultant contract. The term "offer" is synonymous with the term "bid".

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

JA

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

Pre-Submittal Conference - a meeting conducted by the City, held in order to allow bidders 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 the City's standard purchase order form, and which is Vendor's authority to deliver to and invoice the City for the goods or services specified in an IFB for the price stated in Vendor's bid.

Responsible Bidder - a bidder who is known to have the necessary competence and qualifications to perform and provide all requirements of an intended contract.

Responsive Bidder - a bidder who tenders a bid which meets all requirements of the invitation to bid and is a responsible bidder.

Sealed Bid - a bid submitted as a sealed document, whether hard copy or electronic, by a prescribed time to the location indicated in the IFB. The contents of the bid will not be made public prior to the bid opening.

Specifications - a description of what the City requires and what the bidder 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 the City.

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

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

Waiver of Irregularity - noting, but disregarding an immaterial variance within a bid.

JK

009 – ATTACHMENTS

Attachment A

Local Preference Program (LPP) Ordinance

Local Preference Program (LPP) Ordinance

The 82nd Texas Legislature adopted a revision to the law that allowed the City of San Antonio (City) to adopt a policy that would grant contracting preferences to local businesses for certain types of contracts. The City adopted such a policy, known as the Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, effective for solicitations issued after May 1, 2013.

This solicitation is subject to the Local Preference Program. For more information on the program, refer to the Local Preference Program Identification Form attached to this solicitation.

In order to receive consideration the Local Bidder must complete and return the attached Local Preference Identification Form.

Price Schedule

Item	Descriptions	Quantity
1	**Trailer Mounted Paint Striper**	**2 each**

Price Each: $ NO BID

Total: $ —

Year, Make & Model Offered:

_____

Warranty:

_____

Warranty Service Provider Name:

_____

Warranty Facility Address:

_____

Delivery will be made within _____ calendar days after issuance of purchase order.

Production cut-off date: _____

Indicate the last day that the City can place order under this contract without missing the production cut off date;

_____

Bid prices shall remain firm for all orders placed prior to cut off date. In the event that City does not award a contract prior to production cut off date, can bidder prove bid items, at the bid price submitted, after the production cut off date:

Y_____ or N_____

JH

Item	Descriptions	Quantity
2	**Operator Propelled Paint Striper**	**2 each**

Price Each: $ NO BID

Total: $ —

Year, Make & Model Offered:

_____

Warranty:

_____

Warranty Service Provider Name:

_____

Warranty Facility Address:

_____

Delivery will be made within _____ calendar days after issuance of purchase order.

Production cut-off date: _____

Indicate the last day that the City can place order under this contract without missing the production cut off date;

_____

Bid prices shall remain firm for all orders placed prior to cut off date. In the event that City does not award a contract prior to production cut off date, can bidder prove bid items, at the bid price submitted, after the production cut off date:

Y_____ or N_____

JH

Item	Descriptions	Quantity
3	Concrete/Pavement Saw	1 each

Price Each: $ NO BID

Total: $ —

Year, Make & Model Offered:

_____

Specific Make & Model of engine offered (include HP):

_____

Warranty:

_____

Warranty Service Provider Name:

_____

Warranty Facility Address:

_____

Delivery will be made within _____ calendar days after issuance of purchase order.

Production cut-off date: _____

Indicate the last day that the City can place order under this contract without missing the production cut off date:

_____

Bid prices shall remain firm for all orders placed prior to cut off date. In the event that City does not award a contract prior to production cut off date, can bidder prove bid items, at the bid price submitted, after the production cut off date:

Y_____ or N_____

JH

Item	Descriptions	Quantity
4	**Skid Mounted Generator – MIG Welder**	**1 each**

Price Each: $ NO BID

Total: $ —

Year, Make & Model Offered:

_____

Specific Make & Model of engine offered (include HP):

_____

Warranty:

_____

Warranty Service Provider Name:

_____

Warranty Facility Address:

_____

Delivery will be made within _____ calendar days after issuance of purchase order.

Production cut-off date: _____

Indicate the last day that the City can place order under this contract without missing the production cut off date:

_____

Bid prices shall remain firm for all orders placed prior to cut off date. In the event that City does not award a contract prior to production cut off date, can bidder prove bid items, at the bid price submitted, after the production cut off date:

Y_____ or N_____

JK

Item	Descriptions	Quantity
5	6,000 lbs LPG Forklift	1 each

Price Each: $ NO BID

Total: $_____

Year, Make & Model Offered:

_____

Specific Make & Model of engine offered (include HP):

_____

Transmission Offered:

_____

Warranty:

_____

Warranty Service Provider Name:

_____

Warranty Facility Address:

_____

Delivery will be made within _____ calendar days after issuance of purchase order.

Production cut-off date: _____

Indicate the last day that the City can place order under this contract without missing the production cut off date:

_____

Bid prices shall remain firm for all orders placed prior to cut off date. In the event that City does not award a contract prior to production cut off date, can bidder prove bid items, at the bid price submitted, after the production cut off date:

Y_____ or N_____

JH

Item	Descriptions	Quantity
6	**Material Handling Man Lift**	**1 each**

Price Each: $ NO BID

Total: $_____

Year, Make & Model Offered:

_____

Warranty:

_____

Warranty Service Provider Name:

_____

Warranty Facility Address:

_____

Delivery will be made within _____ calendar days after issuance of purchase order.

Production cut-off date: _____

Indicate the last day that the City can place order under this contract without missing the production cut off date:

_____

Bid prices shall remain firm for all orders placed prior to cut off date. In the event that City does not award a contract prior to production cut off date, can bidder prove bid items, at the bid price submitted, after the production cut off date:

Y_____ or N_____

JH

Item	Descriptions	Quantity
7	26' Electrical Scissor Lift	1 each

Price Each: $ NO BID

Total: $ —

Year, Make & Model Offered:

_____

Specific Make & Model of engine offered (include HP):

_____

Transmission Offered:

_____

Warranty:

_____

Warranty Service Provider Name:

_____

Warranty Facility Address:

_____

Delivery will be made within _____ calendar days after issuance of purchase order.

Production cut-off date: _____

Indicate the last day that the City can place order under this contract without missing the production cut off date;

_____

Bid prices shall remain firm for all orders placed prior to cut off date. In the event that City does not award a contract prior to production cut off date, can bidder prove bid items, at the bid price submitted, after the production cut off date:

Y_____ or N_____

JA

Item	Descriptions	Quantity
8	**Trailer Mounted Hydro-Jetter**	**1 each**

Price Each: $ NO BID

Total: $ —

Year, Make & Model Offered:

_____

Specific Make & Model of engine offered (include HP):

_____

Transmission Offered:

_____

Warranty:

_____

Warranty Service Provider Name:

_____

Warranty Facility Address:

_____

Delivery will be made within _____ calendar days after issuance of purchase order.

Production cut-off date: _____

Indicate the last day that the City can place order under this contract without missing the production cut off date;

_____

Bid prices shall remain firm for all orders placed prior to cut off date. In the event that City does not award a contract prior to production cut off date, can bidder prove bid items, at the bid price submitted, after the production cut off date:

Y_____ or N_____

JH

Item	Descriptions	Quantity
9	Oil Distributors	4 each

Price Each: $ 18,048.00

Total: $ 72,192.00

Year, Make & Model Offered:

2015 CIMLINE TK500T

Specific Make & Model of engine offered (include HP):

5 H.P. GAS HONDA

Warranty:

1 YR

Warranty Service Provider Name:

COOPER EQUIPMENT CO.

Warranty Facility Address:

17474 JUDSON RD., SAN ANTONIO TX 78247

Delivery will be made within 45 calendar days after issuance of purchase order.

Production cut-off date: DEC 31, 2015

Indicate the last day that the City can place order under this contract without missing the production cut off date:

DEC 31, 2015

Bid prices shall remain firm for all orders placed prior to cut off date. In the event that City does not award a contract prior to production cut off date, can bidder prove bid items, at the bid price submitted, after the production cut off date:

Y ✓ or N_____

Item	Descriptions	Quantity
10	Trailer Mounted Crack Sealer Machines	2 each

Price Each: $ 41,529.00

Total: $ 83,058.00

Year, Make & Model Offered:

2015 CIMLINE 150DH

Specific Make & Model of engine offered (include HP):

25 H.P. DIESEL KOBOTA

Warranty:

1 YR.

Warranty Service Provider Name:

COOPER EQUIPMENT CO.

Warranty Facility Address:

17474 JUDSON RD. SAN ANTONIO TX 78247

Delivery will be made within 45-60 calendar days after issuance of purchase order.

Production cut-off date: DEC 31, 2015

Indicate the last day that the City can place order under this contract without missing the production cut off date:

DEC 31, 2015

Bid prices shall remain firm for all orders placed prior to cut off date. In the event that City does not award a contract prior to production cut off date, can bidder prove bid items, at the bid price submitted, after the production cut off date:

Y ✓ or N_____

JH

Item	Descriptions	Quantity
11	Ride On Street Sweeper	1 each

Price Each: $ NO BID

Total: $ —

Year, Make & Model Offered:

_____

Warranty:

_____

Warranty Service Provider Name:

_____

Warranty Facility Address:

_____

Delivery will be made within _____ calendar days after issuance of purchase order.

Production cut-off date: _____

Indicate the last day that the City can place order under this contract without missing the production cut off date;

_____

Bid prices shall remain firm for all orders placed prior to cut off date. In the event that City does not award a contract prior to production cut off date, can bidder prove bid items, at the bid price submitted, after the production cut off date:

Y_____ or N_____

Prompt payment discount 0 % — days. (If no discount is offered, Net 30 will apply.)

JA

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

Authority. San Antonio City Code Chapter 2, Article XI describes the City's veteran-owned small business preference program.

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

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

Definitions.

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

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

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

The program uses the below definition of joint venture.

- Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

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

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

INSTRUCTIONS

- IF SUBMITTING AS A PRIME CONTRACTOR ONLY, COMPLETE **SECTION 1** OF THIS FORM.

- IF SUBMITTING AS A PRIME CONTRACTOR UTILIZING A SUBCONTRACTOR, COMPLETE **SECTIONS 1 AND 2** OF THIS FORM.

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

SOLICITATION NAME/NUMBER: IFB No.: 6100006825

Name of Respondent:	COOPER EQUIPMENT CO.	
Physical Address:	17474 JUDSON RD.	
City, State, Zip Code:	SAN ANTONIO, TX 78258 78247	
Phone Number:	210 657-5151	
Email Address:	Jhouston@cooperequip.com	
Is Respondent 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 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.	—	
Participation Percentage:	—	
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:		
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.		
Participation Percentage:		
Participation Dollar Amount		

JH

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 this Veteran-Owned Small Business Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

BIDDER/RESPONDENT'S FULL NAME:

JOHN D. HOUSTON

(Print Name) Authorized Representative of Bidder/Respondent

John D Houston

(Signature) Authorized Representative of Bidder/Respondent

COOPER EQUIPMENT CO. DISTRICT MANAGER

Title

11/30/2015

Date

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

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

The City of San Antonio Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, establishes a local preference for specific contracting categories. Each time a bidder or respondent submits a bid for a solicitation, this Local Preference Program Identification Form must be completed and turned in with the solicitation response in order to be identified as a City Business and receive the preference described below. The City will not rely on Local Preference Program Identification Forms submitted with prior or contemporaneous bids or proposals.

The Local Preference Program allows the City to grant a preference to a business meeting the definition of *City Business* in the award of the following types of contracts, when selection is made based on price alone:

- Personal Property (Goods / Supplies): The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of $50,000 or more;
- Non-professional Services: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of $50,000 to under $500,000;
- Construction Services: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of $50,000 to under $100,000, excluding contracts awarded using alternative delivery methods.

The Local Preference Program also allows the award of additional points, when multiple evaluation criteria are used in the award of professional service contracts, where the selection process is not governed by statute and in revenue generating and concession contracts. A business meeting the definition of *City Business* stated below may be awarded 10 points for being headquartered within the city, or 5 points for having a local office within the city.

Moreover, the program recognizes joint venture agreements and allows for apportioning of points based upon the percentage of ownership of joint ventures by *City Businesses* responding to solicitations for which discretionary points are applied. For solicitations where selection is made based on price alone, all members of a joint venture must be *City Businesses* for the preference to be applied.

City Business is defined as a business headquartered within the incorporated San Antonio city limits for one year or more OR one that meets the following conditions:

- Has an established place of business for one year or more in the incorporated limits of the City;

(a) from which at least 100 of its employees OR at least 20% of its total full-time, part-time and contract employees are regularly based; and

(b) from which a substantial role in the business' performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

A location utilized solely as a post office box, mail drop or telephone message center or any similar combination, with no other substantial work function, is not a *City Business*.

For the purposes of this program, Headquartered is defined as the place where a business entity's officers direct, control, and coordinate the entity's activities.

NOTE: Bidders / Respondents are required to submit documentation to substantiate that the requirements of a City Business have been met. Examples of documentation may include, but are not limited to the following:

1. Existence of local headquarters or office: For corporations, Texas Comptroller's listing of names/addresses of officers and directors. For partnerships, partnership agreement and any documents identifying the current managing partners and their current work addresses
2. Evidence of local headquarters or office in existence for one year or more: Utility bills, real property lease agreements, equipment leases, personal property taxes, real property taxes
3. Evidence of number of employees: Organizational charts, payroll records by location

JH

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

CITY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION TO VALIDATE BIDDERS'/RESPONDENTS' DESIGNATION AS A CITY BUSINESS.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR RESPONSE EVEN IF YOU ARE NOT SEEKING A LOCAL PREFERENCE. THE BIDDER / RESPONDENT MUST COMPLETE THE FOLLOWING FORM TO BE IDENTIFIED AS A CITY BUSINESS. IF BIDDER / RESPONDENT IS SUBMITTING AS A JOINT VENTURE, EACH CITY BUSINESS THAT IS A MEMBER OF THE JOINT VENTURE MUST COMPLETE AND SIGN THIS FORM.

PROVIDE THE FOLLOWING INFORMATION IF BIDDER/ RESPONDENT IS SUBMITTING AS PART OF A JOINT VENTURE. Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

STATE BIDDER'S / RESPONDENT'S PERCENTAGE OF OWNERSHIP IN THE JOINT VENTURE: N/A %

SUBMIT A COPY OF THE JOINT VENTURE AGREEMENT. SUBMIT ANY OTHER DOCUMENTATION REQUESTED BY CITY TO SUBSTANTIATE THE EXISTANCE OF AND/OR PARTICIPATION IN THE JOINT VENTURE. NO PREFERENCE POINTS WILL BE ALLOCATED TO A JOINT VENTURE THAT FAILS TO SUBMIT REQUIRED DOCUMENTATION.

SOLICITATION NAME/NUMBER: IFB 6100006825

PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S HEADQUARTERS:

Name of Business:	COOPER EQUIPMENT CO.	
Physical Address:	17474 JUDSON RD	
City, State, Zip Code:	SAN ANTONIO TX 78247	
Phone Number:	210 657 5151	
Email Address:	Jhouston@satx.rr.com	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent: 20		
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	(Yes)	No
Has the business been headquartered in the incorporated San Antonio city limits for one year or more? (circle one)	(Yes)	No
If the answers to the questions above are "Yes", stop here. If the answer to either of the above questions is "No", provide responses to the following questions:		

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S LOCAL OFFICE (IF APPLICABLE):

Name of Business:	N/A	
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent in the local office: _____		
Is the business located in the incorporated San Antonio city limits? (circle one)	Yes	No
Has the business been located in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one)	Yes	No

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Local Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Local Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

BIDDER'S / RESPONDENT'S FULL NAME:

JOHN D. HOUSTON

(Print Name) Authorized Representative of Bidder / Respondent

John D Houston

(Signature) Authorized Representative of Bidder / Respondent

COOPER EQUIPMENT CO. - DISTRICT MGR.

Title

11/30/2015

Date

This Local Preference Identification Form must be submitted with the bidder's / respondent's bid/proposal response.