
CITY OF SAN ANTONIO PURCHASING & GENERAL SERVICES DEPARTMENT

Issued By: LD
BID NO.: 11-038 LD

Date Issued: December 30, 2010

**FORMAL INVITATION FOR BIDS
HEAVY EQUIPMENT**

Sealed bids in triplicate, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, will be received at the City Clerk, City Hall until 2:00 P.M. Central Time, **January 25, 2011**

The City of San Antonio Purchasing & General Services Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance may be received by visiting the Purchasing Office in the Riverview Tower, 111 Soledad, Suite 1100, or by calling (210) 207-7260.

This invitation includes the following:

Invitation for Bids	Specifications and General Requirements
Terms and Conditions of Invitation for Bids	Price Schedule

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

Signer's Name: _____ Firm Name: _____
(Please Print or Type)

Address: _____

Signature of Person Authorized to Sign Bid _____ City, State, Zip Code: _____

Email Address: _____ Telephone No.: _____

Fax No.: _____

Please complete the following:

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

Please check the following blanks which apply to your company:

Ownership of firm (51% or more):

Non-minority Hispanic African-American Other Minority (specify) _____
 Female Owned Handicapped Owned Small Business (less than \$1 million annual receipts or 100 employees)
Indicate Status: Partnership Corporation Sole Proprietorship Other (specify) _____
Tax Identification Number: _____

FOR CITY USE ONLY

AWARD

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

CITY OF SAN ANTONIO

TERMS AND CONDITIONS OF INVITATION FOR BIDS

READ CAREFULLY

1. GENERAL CONDITIONS

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

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

2. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

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

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

- (c) Alternate bids may be allowed at the sole discretion of the City.
- (d) Proposed delivery time must be shown and shall include weekends and holidays, unless specified otherwise in this IFB.
- (e) Bidders will neither include federal taxes nor State of Texas limited sales excise and use taxes in bid prices since the City of San Antonio is exempt from payment of such taxes. An exemption certificate will be signed by City where applicable upon request by bidder.

3. DESCRIPTION OF SUPPLIES

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

4. ASSURANCE OF COMPLIANCE - EQUAL EMPLOYMENT OPPORTUNITY AND SMALL BUSINESS ECONOMIC DEVELOPMENT (SBEDA) PROGRAM

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

5. SAMPLES, DEMONSTRATIONS AND TESTING

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

6. SUBMISSION OF BIDS

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

7. REJECTION OF BIDS

- (a) The City may reject a bid if:
 - 1. The bidder misstates or conceals any material fact in the bid; or
 - 2. The bid does not strictly conform to law or the requirements of the bid;
 - 3. The bid is conditional, except that the bidder may qualify the bid for acceptance by the City on an "All or None" basis or a "Best Value Item" basis. An "All or None" basis bid must include all items upon which bids are invited.

- (b) In the event that a bidder is or subsequently becomes delinquent in the payment of his, her or its City taxes, including state and local sales taxes, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract. However, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent bidder as a result of such contract.
- (c) The City may, reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in Par. 7 (a) 3 above. The City at its sole discretion may also waive any minor informalities or irregularities in any bid, to include failure to submit sufficient bid copies, failure to submit literature or similar attachments, or business affiliation information.

8. WITHDRAWAL OF BIDS

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

9. LATE BIDS OR MODIFICATIONS

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

10. CLARIFICATION TO BID SPECIFICATIONS

- (a) If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, he/she may submit to the City Director of Purchasing and General Services, (Director) on or before seven calendar days prior to scheduled opening, a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be posted to the City's website at <http://epay.sanantonio.gov/RFPListings/>. It is the responsibility of a bidder to review this site and ascertain whether any amendments have been made prior to submission of a bid. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this bid must be filed in writing with the Director on or before **seven** calendar days prior to the scheduled opening.
- (b) The City reserves the right to request clarification to assist in evaluating the bidder's response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within **two** days from request.

11. INVOICING, PAYMENT AND DISCOUNTS

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

- (c) Payment by City. 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 the City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed;

or (3) the date the 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 the 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, or the item must be issued by the vendor. City will not make partial payments on an invoice where there is a dispute.

- (d) **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 DAY SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.
- (e) 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.
- (f) 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.
- (g) Prompt Payment Discount. Provided Bidder meets the requirements stated herein, City shall take Bidder's offered prompt payment discount into consideration in determining who the low bidder is. 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, the City reserves the right to reject a discount if the percentage is too low to be of value to the City, all things considered. The 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.

The 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 the City will take the 2% discount if the invoice is paid within the 10 day time period.

12. AWARD OF CONTRACT

- (a) Per Section § 252.043 of the Texas Local Government Code, the contract will be awarded to the lowest responsible bidder.
- (b) The City reserves the right to accept any item or group of items on this bid, unless the bidder qualifies his/her bid by specific limitations, in accordance with Par.7 (a) 3 above.
- (c) A written award of acceptance (manifested by a City Ordinance) and appropriation mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.
- (d) The City of San Antonio reserves the right to utilize previous purchases as a basis for evaluation of bids when future usages are unable to be determined.

- (e) Breaking of tie bids shall be in accordance with the Texas Local Government Code § 271.901.
- (f) Although the information furnished to bidders specified the approximate quantities needed, based on the best available information where a contract is let on a unit price basis, payment shall be based on the actual quantities supplied. The City reserves the right to delete items, prior to the awarding of the contract, and purchase said items by other means; or after the awarding of the contract, to increase or decrease the quantities bid in accordance with § 252.048 of the Texas Local Government Code. No changes shall be made without written notification of the City.

13. 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 of Purchasing & General Services and appeal any adverse decision to the City Manager of the City of San Antonio.

Vendor must deliver a written notice of protest to the Purchasing & General Services Director within seven (7) calendar days of the posting of the intent to award. If vendor does not file a written notice within this time; the vendor will have waived all rights to formally protest the intent to award. It is the vendor's responsibility to check the City's website posting.

14. DEBRIEFING

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

15. CONTRACT TERMINATION

TERMINATION-BREACH:

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

TERMINATION-NOTICE:

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

TERMINATION-FUNDING:

- (c) City retains the right to terminate this contract, in whole or in part, 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.

16. DELIVERY OF GOODS/SERVICES

- (a) All materials are to be delivered F.O.B., City of San Antonio's designated facility.

- (b) Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of the bid. Unless otherwise specified, delivery at the earliest date is required. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases “as required”, “as soon as possible” or “prompt” may result in disqualification of the bid.
- (c) Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation for Bids or Purchase Order does not contain delivery instructions, bidders shall request instructions in writing from the Director. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation for Bids shall prevail.
- (d) When delivery is not met as provided for in the contract, the Purchasing Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City’s list of eligible bidders as determined by the Purchasing & General Services Department.

17. PERFORMANCE DEPOSIT

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

18. INDEPENDENT CONTRACTOR

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

19. BID RESULT REQUEST

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

20. PATENTS/COPYRIGHTS

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

21. INDEMNIFICATION

BIDDER covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the 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 the CITY directly or indirectly arising out of, resulting from or related to BIDDER'S activities under this contract, including any acts or omissions of BIDDER, any agent, officer, director, representative, employee, consultant or subcontractor of BIDDER, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT BIDDER 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.

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. BIDDER shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or BIDDER known to BIDDER related to or arising out of BIDDER's activities under this contract, and shall see to the investigation and defense of such claim or demand at BIDDER's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving BIDDER of any of its obligations under this paragraph.

22. INSURANCE

If required, specific insurance provisions will be included in these bid specifications. An original, completed insurance certificate and all applicable endorsements, meeting the requirements set forth in these specifications, **must be submitted within 10 days of a request from the City.** The successful vendor must maintain, at all times during performance of the contract, the insurance detailed in these bid specifications. Failure to provide these documents may result in disqualification of the bid, or cancellation of the contract, after award.

23. ACCEPTANCE BY CITY

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

24. WARRANTY

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

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.

25. CHANGE ORDERS

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

26. 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 and shall confer no rights upon any third person.

27. INTERLOCAL PARTICIPATION

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

representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

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

28. INTERNAL / EXTERNAL CATALOG

San Antonio e-Procurement

The City is using an "e-Procurement" system (SAePS) based on SAP's Supplier Relationship Management (SRM) software. SAePS is a secure, web browser-based system that gives City employees the ability to shop for items from online catalogs and brings the items back automatically into SAePS. Online catalogs include both an SAePS internal catalog and externally hosted catalogs on supplier websites.

SAePS Electronic Catalog Options

Vendor shall furnish an electronic catalog that contains only the items awarded by City and displays pricing bid under this contract. Vendor may choose either Option 1 or Option 2 below as the method for furnishing the catalog.

Option 1. Punch Out Catalog. Vendor shall host an online catalog accessible from the City's e-Procurement system that is Open Catalog Interface (OCI) enabled. Vendor shall provide a secure website link to its Punch Out Catalog. This Punch Out catalog shall have e-commerce functions, including, but not limited to, cataloging, searching and shopping cart functionality. This catalog must be integrated with City's SAePS system to electronically submit data to City's e-Procurement system.

Option 2. Internal Catalog. Vendor shall provide a list of products and services awarded under this contract for uploading into the COSA e-Procurement system as an MS Excel file in a format specified by the City.

Paper Catalog

If a Punch Out Catalog is not available and Vendor elects to provide an Internal Catalog, City, at its sole option, may require Vendor to provide its Internal Catalog in paper form in addition to the electronic form.

Catalog Content

All catalogs, regardless of the form in which they are provided, must include these elements, at a minimum.

- Your part number
- Short and long descriptions
- Units of measure
- Pricing, contract pricing, tiered pricing
- Classification of parts
- Manufacturer and Manufacturer part number
- Keywords, tags

Time to Provide Catalog

Catalogs required under this provision must be provided within 10 business days of request by City, and no later than 5 business days from the date of contract award.

29. QUESTIONS

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

SPECIFICATIONS AND GENERAL REQUIREMENTS

PERIOD OF CONTRACT: This contract shall begin upon award by the San Antonio City Council by passage of an ordinance therefore, and terminate upon completion of all services described herein.

SCOPE: The City of San Antonio is soliciting bids for a contract to purchase heavy equipment in accordance with the specifications listed herein. This equipment will be utilized by Solid Waste Management, Parks & Recreation, Convention Sports and Entertainment Facilities and the Department of Public Works for various construction and/or repair projects across the City.

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

1. Equipment shall be manufacturer's latest design, standard production model and shall have been manufactured within the last twelve (12) months. All components shall be installed new, unused, and shall be manufacturer's standard equipment unless otherwise specified or replaced herein. Equipment is to be inspected, serviced, and adjusted in accordance with manufacturer's recommended pre-delivery checklist, and ready for operation upon delivery. Manufacturer's Statement of Origin (MSO) showing manufacture within the last twelve (12) calendar months, and completed pre-delivery checklists will be required at delivery. Equipment offered under the below listed specifications will be considered unacceptable if, for any reason, the equipment's, or major component's, long term availability on the U.S. market, or in the local area, is in doubt.
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, 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, but within the for 50 mile radius for repairs 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 maintenance superintendent. Bidders must certify that all repairs needed after the warranty period will be available within 50 mile radius of San Antonio City Hall.
3. LOCAL FACTORY - AUTHORIZED WARRANTY SERVICE CENTER NAME:

4. LOCAL FACTORY - AUTHORIZED WARRANTY SERVICE CENTER ADDRESS:

5. Delivery – All equipment must deliver to Brooks City Base, 8220 Lindbergh Landing, Building 1106: San Antonio, TX 78235. Delivery to a non-specified location will result in non-acceptance of the equipment

by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS. This is done so that the City may coordinate training sessions with the end users on various equipment. Contact Fleet Acquisitions Manager for delivery questions. Vehicles with more than 100 miles or 8 hours accumulated on the odometer/hourmeter will not be accepted. All units are required to have a full tank of fuel when delivered to City specified location.

6. 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 two (2) diagnostic software licenses and or software updates if diagnostic software is already currently being used by the City for a minimum five (5) years after date of delivery.
7. 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 one (1) eight hour day. Payment for new equipment will not be made to successful bidder until training is completed. Operational training shall be coordinated with Fleet Operations staff.
8. Demonstrations – The City may request, from selected vendors, a demonstration of proposed equipment. The City is under no obligation to demo all products proposed by vendors. If a demonstration is required, the City’s Fleet Operations Manager will contact the vendor to schedule the product demonstration. This request will be considered an integral part of the bid process. Failure to comply may result in the bid being deemed non-responsive, and therefore, not considered for award. Upon request, the vendor shall have a minimum of five (5) working days to provide and deliver the equipment to a location specified by City for the demonstration. The vendor shall make the equipment available for a minimum of five (5) working days at City’s location, but not to exceed ten (10) working days.
9. Evaluation – In the event that a demonstration is required, the equipment will be evaluated to determine if the unit meets the minimum bid specifications.
10. 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.
11. **A pre-bid conference will be conducted at 10:00 am January 11, 2011. Location will be at the Fleet Operations Conference Room, 329 S. Frio, San Antonio, Texas 78207.**
12. Any equipment furnished must meet all Federal and State safety requirements and if applicable must be certified as Tier III emission compliant.
13. The City reserves the right to reject any and all bids, and to waive irregularities and any requirements of the bid if deemed to be in the best interest of the City.
14. 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.

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>
1A	1 Each	Forklift, Minimum 8,000 lbs.

SPECIFICATIONS:

1. Engine – Gas or Diesel, minimum 4 cylinder, water cooled, minimum 90 horsepower, Spin-on oil filter. Twelve (12) volt cranking/charging system with minimum 60 AMP alternator. Hourmeter, oil pressure gauge, coolant temperature gauge, amp-meter and fuel gauge. Engine protection and warning system to safeguard from catastrophic failure.
2. Transmission - Power shift automatic torque converter type with minimum two (2) forward and one (1) reverse. All configurations to have neutral safety start switch and single lever control for reversing directions.
3. Ground Clearance - Minimum four inches (4").
4. Brakes – Hydraulic self-adjusting service brakes, with parking brake.
5. Steering – Hydrostatic power steering with spinner knob on steering wheel. Unit shall be front wheel driven and rear wheel steering.
6. Safety Equipment - Roll Over Protection System (ROPS) to meet OSHA standard. Full suspension seat with seat belt. Horn and back-up alarm. Front and rear work lights and rotating or strobe beacon light. Overhead guard panel for protection from rain.
7. Upright Assembly – Cowl mounted controls. Mast assembly shall be a high visibility design, three stage with sideshift and fork positioner. Fork lift, minimum 185 inches. Overall extended fork width (carriage spread) approximately 34 inches. Unit to be rated a minimum 8,000 lbs., on 24 inch load center. Fork length to be minimum 48 inches, minimum thickness to be 2 inches and minimum width to be 6 inches. Load backrest height minimum 48 inches. Mast beam constructions to include self-aligning lift and tilt cylinders. Forward mast tilt minimum 6 degrees, rear tilt minimum 6 degrees. Maximum upright assembly, with forks lowered, 91 inches. Minimum free-lift 45 inches.
8. Tires - Manufacturer's standard cushion. Equipped with dual wheels.
9. Hydraulic System - Protected with return line filter and suction screen.

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>
1B	2 Each	Forklift, Minimum 6,000 lbs., LPG

SPECIFICATIONS:

1. Engine - LPG powered, minimum 4 cylinder, water cooled, minimum 53 net horsepower, spin-on oil filter. Twelve (12) volt cranking/charging system with 60 amp alternator. Engine protection and warning system to safeguard from catastrophic failure.

2. Transmission - Power shift automatic torque converter type with minimum one (1) forward and one (1) reverse. All configurations to have neutral safety start switch and single lever control for reversing directions.
3. Ground Clearance - Minimum four inches (4").
4. Brakes - Hydraulic service brakes, with parking brake.
5. Steering - Power assisted.
6. Safety Equipment – Roll Over Protection System (ROPS) to meet OSHA standard. Safety seat with lateral restraints, seat belt and latching seat deck. Backup alarm.
7. Upright Assembly - Mast assembly shall be a high visibility design, three-stage with sideshift. Fork lift, minimum 185 inches. Overall extended fork width (carriage spread) approximately 34 inches. Unit to be rated at 6,000 lbs., on 24 inch load center. Fork length to be 42 inches. Load backrest height minimum 48” inches. Mast beam construction to include self-aligning lift and tilt cylinders. Forward mast tilt minimum five (5) degree, rear tilt minimum five (5) degrees. Maximum upright assembly, with forks lowered, 91 inches. Minimum free-lift 45 inches.
8. Tires - Manufacturer's standard (NO FLAT) pneumatic.
9. Hydraulic System - Protected with return line filter and suction screen.
10. Accessories - Audible back-up alarm, low LPG fuel warning light, hour meter, amber strobe light, dual (2) OHG front mounted adjustable work lights, cowl mounted control levers, tilt steering wheel, minimum one (1) Rear view convex mirror.
11. Fuel Tank(s) – Unit shall include 3 (three) 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.

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>
1C	1 Each	Forklift, Minimum 4,000 lbs., LPG

SPECIFICATIONS:

1. Engine - LPG powered minimum 4 cylinder, water cooled, minimum 47 net horsepower, spin-on oil filter. Twelve (12) volt cranking/charging system with 60 amp alternator. Engine protection and warning system to safeguard from catastrophic failure.
2. Transmission - Power shift automatic torque converter type with minimum one (1) forward and one (1) reverse. All configurations to have neutral safety start switch and single lever control for reversing directions.
3. Ground Clearance - Minimum four inches (4").
4. Brakes - Hydraulic service brakes, with parking brake.
5. Steering – Hydrostatic power steering.

6. Safety Equipment - Roll Over Protection System (ROPS) to meet OSHA standard. Safety seat with lateral restraints, seat belt and latching seat deck. Backup alarm.
7. Upright Assembly - Mast assembly shall be a high visibility design, two stage with sideshift. Overall extended fork width (carriage spread) approximately 36 inches. Unit to be rated at 3,950 lbs., on 24 inch load center. Fork length to be 42 inches. Mast beam construction to include self-aligning lift and tilt cylinders. Forward tilt range minimum 6 degrees, backward tilt minimum 10 degrees. Maximum fork height 131 inches, with mast lowered, 83 inches.
8. Tires - Manufacturer's standard (NO FLAT) pneumatic.
9. Hydraulic System - Protected with return line filter and suction screen.
10. Accessories - Audible back-up alarm, low LPG fuel warning light, amber strobe light, dual (2) OHG front mounted adjustable work lights, cowl mounted control levers, tilt steering wheel, minimum one (1) Rear view convex mirror. Hour meter.
11. Fuel Tank(s) – Unit shall include 3 (three) 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.

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>
2	1 Each	Loader, Skid Steer

SPECIFICATIONS:

1. Engine – Diesel, water-cooled, 4 cycle, minimum 74 SAE net h.p., spin on dry type oil filter, dry type air filter, minimum fuel capacity 21 gallons. 12 volt starting/charging system, minimum 45-amp alternator.
2. Controls – Hand controls/joysticks will control speed, direction, boom and bucket operations.
3. Transmission – Hydrostatic, protected by 10 micron replaceable cartridge filter.
4. Hydraulic system – Minimum GPM 20, protected by 6 micron spin on replaceable element with warning light. Auxiliary quick disconnect hydraulics for attachments with flat face couplers.
5. Brakes – Hydrostatic with parking brake.
6. Performance Specifications – Bucket breakout force – 6,000 lb. without additional weights or filled tires, SAE operating load minimum 2,200 lbs. Dump clearance at full height shall be a maximum 122 inches, and shall have a maximum operating height of 158 inches.
7. Tires – Heavy Duty Lug type tires, minimum 12 x 16.5 tire size.
8. Attachments – Dirt and Foundry Bucket – Minimum 72 inch, maximum 76 inch width with minimum 16 cubic foot heaped capacity. Heavy duty adjustable pallet forks, minimum 42 inches long with counter balance weight kit. Brush grapple bucket with independently operated top tines.
9. Safety Equipment – OSHA standard ROPS/FOPS with safety screens on sides and rear window to reduce engine noise, warning horn, backup alarm, starting safety mechanism, seat belt. Four work lights, two front and two rear. Equipped with lifting eyes.

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>
3	1 Each	Loader / Backhoe

SPECIFICATIONS:

1. Engine – Minimum 85 SAE net horsepower (H.P.) rated at manufacturer’s suggested RPM. SAE net maximum torque (lbs - foot) rated at manufacturers suggested RPM. Heavy-duty turbo, direct injection diesel with fuel tank capacity at minimum 31 gallons, full flow spin-on oil filter, dry-type replaceable air filter. Twelve (12) volt starting system at manufacturers suggested ampere per hour recharging capability.
2. Drive Train – Minimum of four (4) forward and four (4) reverse gears with speeds ranging from 3.0 mph to 21.0 mph. Steering will be power hydrostatic or equal. Four-wheel drive (4WD).
3. Hydraulic System – Variable flow pump with pump output minimum 37 gallons per minute (gpm). Minimum micron rating for hydraulic filters rated at seven (7) microns or greater.
4. Tires – Front, minimum 11 x 16 and rear, minimum 19.5 x 24. Front, adequate size for front end loader and tractor loads, must maintain tractor in a level attitude, high flotation. Rear, adequate size for backhoe bucket and tractor loads, high flotation.
5. Instrument Panel – Gauges and warning lights to measure engine water temperature, tachometer/hour meter, fuel level gauge, converter oil temperature, voltmeter, air cleaner restriction, alternator, A/C low/high pressure, cold start, engine oil pressure, hydraulic oil filter bypass, parking brake, and low fuel. Audible alarms for coolant temperature, engine oil pressure, parking brake engagement, shuttle engagement/seat position, and backup alarm.
6. Backhoe – Twelve (12) inch bucket with heaped capacity at 2.8 cu ft. or greater. Maximum SAE dig depth at 14’ 1” or greater with reach from center pivot at 18’ 1” or greater. Maximum operating height at 18’1” or greater with stabilizers operating at 9’5” or greater.
7. Loader – Bucket breakout force at 9,400 lbs ft or greater with heaped capacity at 1.25 cu. yds. or greater. Lift capacity to full height at 6,150 lbs or greater, dump height at 8’ 4” or greater, and maximum operating height at 11’ or greater.
8. Operator’s Area – Cab meets SAE ROPS/FOPS requirements, dual entry, serrated steps, and easy-to-reach handrails. Seat is made from heavy-duty cloth and heavy-duty suspension with armrests and 2 inch retractable seat belt. Steering column is tiltable. Cab also contains sun visor, hand and foot throttle, padded floor mat, interior rearview mirror, and dome light. Four (4) front and rear work lights, horn, warning buzzer, hazard flashers, and turn signals. Two (2) 12-volt mobile power sockets, cup holders, coat hook, and storage trays. Heater/defroster system, cab pressurization, front/rear windshield wiper/washer, and four (4) tinted side windows that open fully or partially. Air conditioned. Slow moving vehicle emblem attached to left rear.

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>
4	1 Each	Loader, Track, Minimum 3 CY Capacity

SPECIFICATIONS:

1. Engine - Rear mounted, 4 cycle diesel, SAE net H.P. 180 minimum, full-flow oil filter, two stage fuel filtering, double element dry type air cleaner with service indicator. Engine will be protected by full side doors, and a heavy duty hood. Turbo II type pre-cleaner.
2. Transmission - Single stage, torque converter driven, countershaft, hydrostatic or planetary type transmission. Minimum of three forward and three reverse speeds or infinitely variable. Must have replaceable full-flow filters and a suction line screen/filter.
3. Steering - Hand or foot operated (combination of hand or foot acceptable) with multiple disc or contracting band type brake system controlled on each track separately.
4. Final Drive - Minimum single reduction with pinion/bullgear first reduction as a minimum. A sprocket inner bearing seal trash guard will be provided.
5. Undercarriage - Box section track frame construction with a minimum of six (6) lower rollers and one (1) idler (carrier) roller on each side, all permanently lubricated. Track rollers and idler will be protected by full length guards. Track frame covers and sprocket guards will be provided. Hydraulic track adjusters. Track gauge minimum 70". Full length, heavy duty, bottom/drive train protection with pull/tow hook. Manufacturer's standard double grouser sealed and lubricated track. Track guides are required (front and rear).
6. Operating Weight – Minimum operating weight of 44,000 lbs.
7. Cooling System – Heavy duty swing out grill (to facilitate radiator cleaning) and brush screen, armored core radiator. Cooling fan shall be hydraulic on-demand type with reverse capability.
8. Safety Equipment - Back-up alarm, warning horn, neutral start safety mechanism, parking brake and rear bumper.
9. Controls/Bucket - Electro-hydraulic implement controls via single joystick for bucket lift and dump. General purpose 3.0 cubic yard bucket equipped with bolt-on cutting edge segments, minimum of six (6) bolt-on teeth and two (2) corner guard bolt-on teeth. Bucket width will not exceed 98". Rated static tipping load will be rated in accordance with SAE J732C, less optional equipment.
10. Electrical and Instrumentation System - 24 volt, two (2) front and two (2) rear floodlights, dash lighting. Engine temperature gauge, engine oil pressure gauge, hydraulic oil temperature gauge, hourmeter, voltmeter, torque converter temperature and pressure gauge.
11. ROPS Cab – Pressurized and air filtered cab shall provide air conditioned and heated air to the operator through louvered vents. All windows and windshield to be tinted safety glass, electric windshield wiper and washer for both front and rear windows, dome light, acoustical lining, one (1) 12 volt accessory outlet, instrument lighting, rearview mirror, AM/FM radio, air suspension seat with retractable seat belt and adjustable arm rests and 20 lb. fire extinguisher with mount.
12. Accessories - Tool box with padlock and full vandalism protection.

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>
5	1 Each	Pad-foot Roller, Vibratory, Minimum 5 Ton

SPECIFICATIONS:

1. Engine - Diesel, minimum three (3) cylinder, minimum 80 SAE net H.P. Full flow, two-stage fuel filtering, dry type air cleaner (dual element) with service indicator.
2. Transmission – Hydrostatic with a maximum speed setting of 4 mph or greater.
3. Drum - Drum rolling width 54” inches +/- 1” inch, drum thickness minimum .90 inches. All drums with minimum curb clearance of 12 inches. Minimum 19,000 lbs. centrifugal force and a minimum 2,000 vpm frequency.
4. Instruments - Manufacturer’s standard instrument package shall include hour meter.
5. Electrical System - 12 or 24 volt.
6. Accessories - Electronic throttle, horn, ROPS with solid metal sun canopy, SMV emblem attached to left rear of vehicle, backup alarm, four (4) LED high intensity flashers; two (2) front mounted and two (2) rear mounted protective covers for all lights.
7. Brakes - Must be equipped with both service and parking/emergency brakes in propulsion system or on wheels and drums.
8. Vandalism Protection - Full vandalism protection to include engine side panels, lighting covers, fluid cap locking devices, battery box cover with locking device, tool box with locking device, instrument cover with locking device(s) and a complete set of locks.

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>
6	1 Each	Roller, Combination Drum and Pneumatic, Vibratory, 4 Ton

SPECIFICATIONS:

1. Engine - Diesel, minimum SAE net H.P. 40. Full flow, two-stage fuel filtering, dry type air cleaner (dual element) with service indicator.
1. Transmission – Hydrostatic with a maximum speed setting of 6 mph or greater.
2. Steering – Hydrostatic, center-pivot articulation with locking device for transport and lifting .
3. Drum/Tires - Drum rolling width approximately 51”, drum thickness minimum .5”. All drums to be steel with minimum curb clearance of 20”. Drums will be equipped with vibration system through direct hydrostatic driven motors. Minimum operating weight 7,800 lbs. Minimum four (4) pneumatic tires and unit to be equipped with front and rear drive.
4. Spray System - Minimum 45 gallon water tank with pressurized automatic spray control.

5. Instruments - Manufacturer's standard instrument package shall include hour meter.
6. Electrical System - 12 or 24 volt.
7. Accessories - Horn, water spray switches, ROPS with solid metal sun canopy, SMV emblem attached to rear of vehicle, backup alarm, four (4) LED high intensity flashers; two (2) front mounted and two (2) rear mounted, protective covers for all lights, screen for water filler openings, tool box with lock.
8. Brakes - Must be equipped with both service and parking/emergency brakes in propulsion system or on wheels and drums.
9. Vandalism Protection - Full vandalism protection to include engine side panels, lighting covers, fluid cap locking devices, battery box cover with locking device, tool box with locking device, instrument cover with locking device(s) and a complete set of locks with keys.

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>
7	1 Each	Hydraulic Excavator, Carrier Mounted, 6X4

SPECIFICATIONS:

1. Engine/Engines - Diesel, 4 cycle, minimum SAE gross HP, if single engine equipped, 255 HP. engine to be equipped with dry type two stage air cleaning system with maintenance indicator, 12 or 24 volt electrical system with minimum of 100 ampere hour charging system. Minimum fuel capacity 100 gallons.
2. Transmission - Minimum 5 speeds forward, 1 reverse.
3. Axles – Gross vehicle axle weight rating minimum of 66,000 lbs.
4. Brake - All wheel air with automatic slack adjusters. Emergency and parking brakes on the rear axle. Shall have heated air dryer.
5. Tires – Front 385/65R22.5 18 ply load range H, Rear 11R x 24.5 16 ply Radial
6. Chassis Cab - One (1) man, air conditioned with heater and defroster, adjustable cushioned seat, seat belt, adjustable windows, one (1) adjustable 6 inch cooling fan separate from heater and defroster, lock on door and lockable windows. Gauges for oil pressure, coolant temperature, air tank pressures, fuel level, voltmeter, speedometer with odometer, tachometer with engine hour meter. Engine monitor lights and park brake control.
7. Hydraulic System - Reservoir minimum 50 gallon capacity, visual oil level gauges. Two (2) hydraulic pump system. Minimum one (1) load sensing axial piston pump, rated @ a minimum 70 GPM and one (1) gear pump rated @ a minimum 9 GPM. Disposable filter with built-in magnets. Fin and tube type oil cooler with thermostatically controlled cooling fan. Pressure compensated, load sensing valves with circuit reliefs in all circuits. Filtration system for return and pilot lines shall be a minimum 10 microns.
8. Upper Cab - All weather with tinted safety glass, skylight, heater, defroster and air conditioning. Cab shall be equipped with acoustical lining or treatment, facilities for front window storage in cab, dome light, instrument lighting, two (2) 6 inch cab fans, minimum 10 lbs. fire extinguisher, cab must be fully enclosed and lockable.

9. Upper Controls – Two self-centering deadman type electronic joystick controls (hoist & bucket, telescope & swing) one rocker switch (tilt) control, key operated ignition for upper engine model only. Joysticks' shall be mounted on arm pods that are adjustable for individual operator comfort. Unit shall have a quick change joystick pattern switch located on instrument panel. Unit shall have (2) two self-centering foot pedals to control undercarriage steering, travel and digging brakes.
10. Upper Engine Instruments - Engine temperature, engine oil pressure gauge, hydraulic oil temperature gauge, hydraulic filter indicator, voltmeter and hour meter.
11. Attachments - One 60" inch ditching bucket, one 40" inch pavement removal bucket, one 30 inch excavating bucket, and one fixed thumb grapple.
12. Upper Operating Specifications:
 - A. Surface Reach - Minimum 27 feet 3 inches (without extension).
 - B. Digging Depth - Minimum 20 feet (without extension).
 - C. Loading Height (boom extended) - Minimum 16 feet 3 inches.
 - D. Bucket Pivot Angle – Minimum 165 degrees.
 - E. Lifting Capacity - With boom level at minimum reach, lifting capacity will be not less than 5,400 lbs.
 - F. Boom Telescoping Action - Minimum 12 feet.
 - G. Minimum Bucket break out force rating –24,000 lbs.

Overall Dimensions - Maximum width of basic machine 8 feet 6 inches, maximum height (boom in rack) 12 feet. Maximum working height (normal position) 23 feet 4 inches. Working weight 47,000 lbs. minimum.

Standard Equipment - Sealed beam headlights, tail lights, directional signal lights with four-way flash. Gauges for oil pressure, coolant temperature, air pressure, voltmeter. Tachometer, speedometer/odometer, hour meter. Windshield wiper with washer, rear view mirrors.

15. Accessories - Wheel and axle wrench one (1) grease gun with 18 inch flexible extension, bucket wrench.

ADDITIONAL INFORMATION:

For questions regarding this bid solicitation, contact LD McGarity, Sr. Procurement Specialist at (210) 207-4062. Questions may also be submitted in writing via FAX, (210) 207-7270, or via **email:** ld.mcgarity@sanantonio.gov

PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1A	1 Each	Forklift, Minimum 8,000 lbs.

BIDDER MUST FILL IN THE FOLLOWING:

\$_____ Price Per Each \$_____ TOTAL

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

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

A) YEAR, MAKE & MODEL OFFERED:

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

C) DELIVERY: Delivery will be made within _____ calendar days after issuance of purchase order. Deliveries beyond 180 days are unacceptable.

PRICE SCHEDULE (Continued)

ITEM	QUANTITY	DESCRIPTION
1B	2 Each	Forklift, Minimum 6,000 lbs., LPG

BIDDER MUST FILL IN THE FOLLOWING:

\$ _____ Price Per Each \$ _____ TOTAL

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

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

A) YEAR, MAKE & MODEL OFFERED:

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

C) DELIVERY: Delivery will be made within _____ calendar days after issuance of purchase order. Deliveries beyond 180 days are unacceptable.

PRICE SCHEDULE (Continued)

ITEM	QUANTITY	DESCRIPTION
1C	1 Each	Forklift, Minimum 4,000 lbs., LPG

BIDDER MUST FILL IN THE FOLLOWING:

\$_____ Price Per Each \$_____ TOTAL

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

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

A) YEAR, MAKE & MODEL OFFERED:

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

C) DELIVERY: Delivery will be made within _____ calendar days after issuance of purchase order. Deliveries beyond 180 days are unacceptable.

PRICE SCHEDULE (Continued)

ITEM	QUANTITY	DESCRIPTION
2	1 Each	Loader, Skid Steer

BIDDER MUST FILL IN THE FOLLOWING:

\$_____ Price Per Each \$_____ TOTAL

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

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

A) YEAR, MAKE & MODEL OFFERED:

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

C) DELIVERY: Delivery will be made within _____ calendar days after issuance of purchase order. Deliveries beyond 180 days are unacceptable.

PRICE SCHEDULE (Continued)

ITEM	QUANTITY	DESCRIPTION
3	1 Each	Loader/Backhoe

BIDDER MUST FILL IN THE FOLLOWING:

\$_____ Price Per Each \$_____ TOTAL

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

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

A) MAKE & MODEL OFFERED:

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

C) DELIVERY: Delivery will be made within _____ calendar days after issuance of purchase order. Deliveries beyond 180 days are unacceptable.

PRICE SCHEDULE (Continued)

ITEM	QUANTITY	DESCRIPTION
4	1 Each	Loader, Track, Minimum 3 CY Capacity

BIDDER MUST FILL IN THE FOLLOWING:

\$_____ Price Per Each \$_____ TOTAL

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

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

A) YEAR, MAKE & MODEL OFFERED:

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

C) DELIVERY: Delivery will be made within _____ calendar days after issuance of purchase order. Deliveries beyond 180 days are unacceptable.

PRICE SCHEDULE (Continued)

ITEM	QUANTITY	DESCRIPTION
5	1 Each	Pad-foot Roller, Vibratory, Minimum 5 Ton

BIDDER MUST FILL IN THE FOLLOWING:

\$ _____ Price Per Each \$ _____ TOTAL

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

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

A) YEAR, MAKE & MODEL OFFERED:

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

C) DELIVERY: Delivery will be made within _____ calendar days after issuance of purchase order. Deliveries beyond 180 days are unacceptable.

PRICE SCHEDULE (Continued)

ITEM	QUANTITY	DESCRIPTION
6	1 Each	Roller, Combination Drum and Pneumatic, Vibratory, 4 Ton

BIDDER MUST FILL IN THE FOLLOWING:

\$ _____ Price Per Each \$ _____ TOTAL

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

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

A) YEAR, MAKE & MODEL OFFERED:

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

C) DELIVERY: Delivery will be made within _____ calendar days after issuance of purchase order. Deliveries beyond 180 days are unacceptable.

PRICE SCHEDULE (Continued)

ITEM	QUANTITY	DESCRIPTION
7	1 Each	Hydraulic Excavator, Carrier Mounted, 6X4

BIDDER MUST FILL IN THE FOLLOWING:

\$_____ Price Per Each \$_____ TOTAL

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

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

A) MAKE & MODEL OFFERED:

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

C) DELIVERY: Delivery will be made within _____ calendar days after issuance of purchase order. Deliveries beyond 180 days are unacceptable.

Statement:

“Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. 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.”

IMPORTANT MAILING INSTRUCTIONS:

Note to bidders:

Visitors to City Hall are required to enter through the east side of the building. The public will pass through a metal detector and x-ray machine located in the lobby. All packages, purses and carried items will be scanned during regular business hours of 7 a.m. to 7 p.m. After the public proceeds through the metal detector, they will sign in and receive a visitor's badge. For those that might require the use of a ramp, entry is available on the south side of the building (Dolorosa side). Security will meet the visitor in the basement with a hand scanner.

Bidders are advised that this is one of several forthcoming measures to increase security of City Hall. Please anticipate these changes and allow ample time for delivery of sealed bids.

The City is NOT responsible for late delivery of sealed bids.

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

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

MARK ENVELOPE: "HEAVY EQUIPMENT"
BIDS TO BE OPENED: 2:00 P.M., JANUARY 25, 2011
BID NO. 11-038 LD

REMARKS: