LOC/fpr
11/07/13
Item No. 9

AN ORDINANCE 2013-11-07-0739

ACCEPTING THE OFFER FROM CHASTANG ENTERPRISES, INC. TO PROVIDE 33 AUTOMATED SIDE LOAD REFUSE TRUCKS TO THE CITY OF SAN ANTONIO FOR A COST OF $10,197,627.00, FROM THE EQUIPMENT RENEWAL AND REPLACEMENT FUND AND THE SOLID WASTE MANAGEMENT DEPARTMENT EQUIPMENT ACQUISTION FUND, CONTINGENT UPON EXECUTION OF A LEASE PROGRAM SCHEDULE.

* * * * *

WHEREAS, an offer was submitted by Chastang Enterprises, Inc. to provide the City of San Antonio Solid Waste Management Department with 33 automated side load refuse trucks for a total cost of $10,197,627.00; and

WHEREAS, the Texas Local Government Code indicates that competitive bidding is not required under section 252.022(a)(2), which provides for a procurement necessary to protect the public health or safety; **NOW THEREFORE:**

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

SECTION 1. The offer submitted by Chastang Enterprises, Inc. to provide the City of San Antonio Solid Waste Management Department with 33 automated side load refuse trucks for a total cost of $10,197,627.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements, and upon execution by City of a lease program schedule or other financing. A copy of the contract is attached hereto and incorporated herein for all purposes as **Exhibit I**.

SECTION 2. Expenses not to exceed $1,854,114.00 associated with this ordinance will be available in Fund 55005005, contingent upon execution of a purchase lease agreement. Principal and interest payments will be charged to Cost Center 550101001 and General Ledgers 5404010 and 5404020, respectively.

SECTION 3. Funding in the amount of $8,343,513.00 for this ordinance is available in Fund 72001000, Cost Center 3503200001 and General Ledger 5501055, as part of the Fiscal Year 2014 Budget.

SECTION 4. Payment not to exceed the amount of $10,197,627.00 is authorized to Chastang Enterprises, Inc. and should be encumbered with a purchase order.

SECTION 5. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP

Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

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

PASSED and APPROVED this 7th day of November, 2013.

M A Y O R
Julián Castro

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Michael D. Bernard, City Attorney

Agenda Item:	**9 (in consent vote: 7, 8, 9, 10, 11, 12, 13, 14, 16, 17, , , 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 30, 31, 32, 33, 35)**
Date:	11/07/2013
Time:	11:18:38 AM
Vote Type:	Motion to Approve
Description:	An Ordinance accepting the offer from Chastang Enterprises, Inc. to provide 33 automated side load refuse trucks to the City of San Antonio for a cost of $10,197,627.00, from the Equipment Renewal and Replacement Fund and the Solid Waste Management Department Equipment Acquistion Fund, contingent upon execution of a lease program schedule. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				x
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x			x	
Shirley Gonzales	District 5	x					
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Carlton Soules	District 10		x				

EXHIBIT I

City of San Antonio Bid Tabulation

Opened:	September 20, 2013			
For:	Automated Side Load Refuse Trucks		Chastang Enterprises, Inc.	Grande Truck Center
6100003446		LD	6200 N. Loop East	4562 IH 10 East
Item	**Description**	**QTY**	Houston, TX 77026 713-678-5042	San Antonio, TX 78219
1	Refuse Collection Trucks, Autocar ACX 64 Xpeditor Cab and Chassis Minimum 66,000-lbs. GVWR with Heil Durapak Python Refuse Collection Body 28 + Cubic Yard, High Compaction, Automated, Side Load	33		
	Price Each:		$309,019.00	$309,073.00
	Price Total:		$10,197,627.00	$10,199,409.00
	Autocar Year of Cab & Chassis:		2014 ACX64	2014 Autocar ACX 64
	Autocar Cab & Chassis Warranty:		1 Year	12 Months
	Specific Make & Model of Engine Offered:		Cummins ISX 12L 350 HP	ISX12 '13, 350 H.P. Cummins Engine
	Engine Warranty		2 Years (Option for 5 Yrs., add $3,000.00 ea.)	24 Months
	Transmission Warranty:		5 Years	60 Months
	Autocar Warranty Service Provider Name:		Grande Truck Center	Grande Truck Center
	Autocar Warranty Facility Address:		I-10 @ WW White, 4562 IH-10 East, San Antonio	4562 IH 10 East, San Antonio, TX 78219
	Heil Body Warranty:		3 Years Complete	36 Month Complete Warranty
	Heil Warranty Service Provider Name:		Heil of Texas	Heil of Texas - San Antonio
	Heil Warranty Facility Address:		503 Pop Gunn, San Antonio,	503 Pop Gunn, San Antonio, TX 78219
	Production Cut-off Date		Unknown at this time	Not Determined, Price Firm Until 11/20/2013
	Last day order can be placed without missing cut-off date		Autocar standard pricing policy is quotes are good for 60 days, advise me if you need more time.	11/20/2013
	Can bidder provide bid items after cut-off date		No	No
	Payment Terms		0.2733%, 10 Days	Net 30
	Total		$10,197,627.00	$10,199,409.00
	Total Award		**$10,197,627.00**	

CITY OF SAN ANTONIO

PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR OFFER ("RFO") NO.: 6100003446

AUTOMATED SIDE LOAD REFUSE TRUCKS

Date Issued: SEPTEMBER 9, 2013

RESPONSES MUST BE RECEIVED **NO LATER** THAN: 10:00 AM SEPTEMBER 20, 2013

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

Address for hard copy responses:

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

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

For Hard Copy Submissions, Mark Envelope

"AUTOMATED SIDE LOAD REFUSE TRUCKS"

Offer Due Date: 10:00 A.M., SEPTEMBER 20, 2013

RFO No.: 6100003446

Offeror's Name and Address

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NO DBE / ACDBE Requirements: NO

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

Pre-Submittal Conference * YES

* If YES, the Pre-Submittal conference will be held on **SEPTEMBER 11, 2013** at 1:30 P.M. at FLEET TRAINING ROOM, 329 S. FRIO, SAN ANTONIO, TX 78207.

Staff Contact Person: LD MCGARITY, PROCUREMENT SPECIALIST II, P.O. Box 839966, San Antonio, TX 78283-3966
Email: LD.MCGARITY@SANANTONIO.GOV

SBEDA Contact Information: , 210-207-3900,

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

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

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

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

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

Pre-Submittal Conference.

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

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

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

Changes to RFO.

Changes to this RFO made prior to the offer due date shall be made directly to the original RFO. Changes are captured by creating a replacement version each time the RFO is changed. It is Offeror's responsibility to check for new versions until the offer due date. City will assume that all offers received are based on the final version of the RFO as it exists on the day offers are due.

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

Preparation of Offers.

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

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

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

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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

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

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

Rejection of Offers.

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

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

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

The offer is conditional; or

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

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

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

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

Evaluation and Award of Contract.

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

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

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

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

Prompt Payment Discount.

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

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

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

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

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

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.1 SCOPE: The City of San Antonio is issuing this Request for Offer (RFO) to furnish 33 Turnkey Refuse Collection Trucks with 28 plus Cubic Yard High Compaction Automated Side Load Units in accordance with the Building and Equipment Services-Fleet Services specifications contained herein. These vehicles will include cab and chassis, and refuse body. These trucks will be utilized for refuse collection by the Solid Waste Management Department. This RFO is issued to provide the 33 turnkey refuse collection trucks (the Trucks) each of which will consist of an Autocar ACX 64 Xpeditor cab and chassis and a Heil Durapak Python Refuse body (NO ALTERNATIVES WILL BE CONSIDERED)

4.2 DELIVERY DATES:

Vendor shall deliver all 33 completed Trucks, ready for use, no later than 230 days after receipt of City's Purchase Order. **Time is of the essence in the performance of this contract.** City may assess liquidated damages for late delivery in accordance with section 005 – Supplemental Terms & Conditions.

4.3 GENERAL REQUIREMENTS:

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

4.3.2 Warranty and Parts – Dealer and manufacturer must provide the maximum standard manufacturer's warranty on all components parts and service included. All components, parts, and service are required to provide, as a minimum, **a 1 year unlimited mileage/hour warranty**. All warranty times will 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. Vendor will f fully explained the warranty by attaching separate, authenticated correspondence or entering such information in the remarks section of this bid. Warranty, reliability, and replacement captive parts costs and availability shall be a consideration in award of this bid. Warranty parts and service must be available within a 50 mile radius of San Antonio City Hall and by a factory-authorized dealer identified on the Price Schedule page (NO EXCEPTIONS). All warranty repairs must be completed within 3 days from the date equipment is delivered to the vendor unless otherwise approved by the appropriate City of San Antonio maintenance superintendent. By submitting an offer, Vendors certifies that all repairs needed after the warranty period will be available within 50 mile radius of San Antonio City Hall.

4.3.3 Delivery – All deliveries are to be made inside the City limits of San Antonio. Vendor must deliver equipment to Brooks City Base, 8220 Lindbergh Landing, Building 1106, San Antonio, TX 78235 between the hours of 8:00 a.m. and 3:00 p.m. (CST) on a City business day. Delivery to a non-specified location will result in non-acceptance of the equipment by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS. The Manufacturer's Statement of Origin (MSO), an invoice and a certified weight ticket are required upon delivery of each unit and before payment can be processed. Vehicles with more than 2000 miles accumulated on the odometer will not be accepted. All vehicles are required to have a full tank of diesel fuel and DEF fluid. Vehicles shall be delivered with current State Inspection Decal.

4.3.4 All bids must include complete manufacturer's specifications for each model being bid. Vendor is required to notify the City of all production "cut-off" dates necessary for order submission.

4.3.5 As used in this bid the left and right side is determined by sitting in the operator seat.

4.3.6 All equipment furnished under this contract to be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, must also be included. Units shall conform to the best practice known to the trade in design, quality of material and workmanship. Assemblies, sub-assemblies, and component parts to be standard and

interchangeable throughout the entire quantity of units as specified in this RFO. The equipment furnished must conform to current applicable ANSI Safety Standards, including, but not limited to Z245.1-1999, as well as any Federal, State or local requirements.

4.4 ITEM	QUANTITY	DESCRIPTION
1	33 Each	**Refuse Collection Trucks, Autocar ACX 64 Xpeditor Cab and Chassis Minimum 66,000-lbs. GVWR with Heil Durapak Python Refuse Collection Body 28 + Cubic Yard, High Compaction, Automated, Side Load (NO ALTERNATES).**

SPECIFICATIONS REFUSE COLLECTION CAB and CHASSIS

4.4.1 The below listed specifications are intended to describe a low entry, cab forward, hydraulic tilt type cab and chassis, Autocar ACX 64 Xpeditor chassis. Maximum insulation for the engine compartment will be used to prevent engine heat and noise from penetrating into the cab.

4.4.2 Engine – Minimum 11.9-liter, in-line 6-cylinder turbo charged diesel, charge-air-cooled with electronic control system. Minimum of 350-HP at maximum 2100-RPM. Minimum peak torque rating of 1,450-lb-ft at 1,200-RPM. Dual-element, dry-type, 16" air cleaner with cleanable outer element, replaceable safety element, and restriction warning light or indicator on the dash. Engine computer will be programmed to limit maximum vehicle road speed to 60-MPH, engine idle time will be limited to 5-minutes, cruise control will not be activated.

4.4.3 The engine offered by bidder must meet the Environmental Protection Agency (EPA) emission standards in effect at the time the bid is submitted, without the benefit of averaging, banking, trading, or emission credits. Bidder shall submit a copy of the applicable EPA certificate with its bid. Only engines using selective catalytic reduction (SCR) technology will be accepted.

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

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

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

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

4.4.8 Electrical – Units to be equipped with four 12 volt, heavy-duty batteries (minimum 2700 CCA) and a Master battery disconnect switch. Alternator to be 12-volt, minimum 200-amps, and gauge of lead wires to be low resistant and sufficient size to meet calculated load for this application. (See brake retarder below.) All wiring to be abrasion resistant and designated for severe service/heavy-duty use. Circuit breakers, manual reset with trip indicator minimum, to be used in place of fuses. Speedometer, tachometer, odometer, oil pressure, hour meter, fuel level, voltmeter, coolant temperature and air pressure gauges must be installed. Wiring will be routed so there will be no

exposed wires, harnesses, or electrical boxes in the area around driver's feet or legs in either driving position. Clearance, marker, stop, back up, and directional lights to be LED. Mid-ship, amber turn / marker lights will be installed. Two grill mounted strobe lights will be wired to be lit whenever the battery disconnect switch is in the "on" position.

4.4.9 Frame – Minimum 3,300,000-RBM, double frame, maximum side rail depth in body mounting area, 11-inch (required to maintain lowest possible complete vehicle height). All structural components, rails, braces, supports, etc., must be assembled, constructed, and/or attached with "Huck-Bolt" type fasteners. Two front tow hooks, frame attached, to be designed and installed to allow for lifting and towing of vehicles without damaging bumper or other body parts. A wire rope, minimum 7/8"-inch diameter, and exactly 5' ft long shall be provided and fastened to both tow hooks to attach tow equipment.

4.4.10 Front Axle – Minimum 20,000-lbs. capacity with minimum 20,000-lbs. springs, hub piloted steel hubs, out-board mount type brake drums with Stemco or proven equal front wheel visible cap bearing oiler. Front shock absorbers to be heaviest duty available for specified axle. Minimum wheel cut 45 degrees.

4.4.11 Steering – Single (right side), integral power steering (assist cylinders, if any, must be mounted above front axle).

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

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

4.4.14 Wheels and Tires. Front wheels to be 22.5 X 9.0 inch 10-hole hub pilot steel disc wheels. Front tires shall be 315/80R 20 ply rated are 10K per tire all position type. The rear tandem wheels shall be 22.5 X 8.25 10-hole hub pilot steel disc wheels. Rear tires shall be 11R22.5 16 ply traction type tires. A rear spare tire and wheel will be provided per each truck. All wheels will have loose wheel lug nut indicators installed. All wheels shall be painted white.

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

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

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

4.4.18 Units to be equipped with the following additional equipment:

a. Motorized, West Coast type, right and left hand, heavy-duty, approximately 6-inch x 16-inch split focus, breakaway type, mirrors.

b. Air horn(s) and minimum single electric horn. Air and electric horns will be operable from driving position.
c. Driver seat to be high back bucket type, National Cush-n-Aire or proven equal. Passenger seat to be Fixed type low back. All seat belts will be safety orange. Seat belt covers not acceptable.
d. Windshield wiper/washers with minimum 3 speed or variable speed wipers. Washer reservoir must not be mounted inside cab.
e. Two (2) 5-lb or one (1) 10-lb., ABC type fire extinguisher securely mounted in the cab.
f. DOT triangle warning kit securely mounted in the cab.
g. Exterior grab handles, both sides.
h. Exterior sun visor, painted same color as cab. Interior sun visors for both driver positions.
i. Single dash mounted cab fan.
j. Arm rest, both sides.
k. Minimum AM/FM CD radio with two speakers and auxiliary input.
l. All ignition switches and door locks keyed alike on all trucks purchased. Minimum of three keys to be provided with each truck.
m. 12volt auxiliary power port.
n. Audible Backup alarm.
o. Vehicles to be equipped with OEM only tinted glass and insulated cab headliner.
i. Electric Windows

4.4.19 Color – OEM white.

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

4.4.21 Air Conditioning – Dual type air conditioner shall be installed, one under the dash and one headliner mounted. Headliner Air conditioning system shall be an Evans Tempcon Ceiling Mount Air Conditioning System, minimum 12,500 BTU capacity, *Model Number HV213832*, (NO EXCEPTIONS). System shall also have a integral heater and defroster system, Units supplied under this specification to be designed for use with R-134A refrigerant. . All air conditioner components are to be compatible and recommended for end item. Parts shall be made available for a minimum 5 years.

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

4.4.23 Operators/Maintenance/Parts Manuals – Successful bidder shall furnish one set of operator's manual per unit covering all major components of the vehicle (cab & chassis) for each unit delivered. Successful bidder shall also provide seven (7) complete sets of Parts and Maintenance manuals per model of all equipment, accessories, and major components, or a prepaid 8-year subscription to manufactures' maintenance/parts web site at no cost to the City which will be required at time of delivery. Parts manual shall have manufactures' parts breakdowns and part numbers listed.

4.4.24 Training/Inspection - The vendor shall hold a training seminar at a City of San Antonio facility at a time that will be agreed to by both the City and Vendor within 30 days of delivery. The training seminar shall provide maintenance staff with the basic knowledge and skills to maintain the chassis. City of San Antonio shall be notified and allowed a final Inspection of unit(s) prior to delivery. If such final inspection occurs outside of the City of San Antonio, accommodations including airfare and lodging, will be provided by the vendor at no cost to the City of San Antonio

4.4.25 Diagnostic Tools – The vendor shall supply the most current version of software for engine, transmission, anti-lock braking system and any systems that require software. The software shall also include a minimum of two year subscription and activation fee. Vendor shall also provide any hardware required for software to communicate with engines ECM (such as data link adapter, wiring harness, etc). Vendor shall provide City with one (1) diagnostic software Licenses with hardware and six (6) diagnostic software renewals/updates for engine and transmission. Vendor shall also provide City with six (6) software Licenses for anti-lock braking system, if Bendix braking system is not being offered.

4.5 Heil Durapak Python Refuse Collection Body 28 + Cubic Yard, High Compaction, Automated, Side Load (NO ALTERNATES).

SPECIFICATIONS REFUSE BODIES:

4.5.1 The below listed specifications are intended to describe a refuse collection body equipped with a mechanical lifting device capable of handling standardized American brand, two-bar, 30- through 110-gallon refuse carts. The body must be capable of collecting, compacting, and transporting refuse to a landfill or transfer station and hydraulically ejecting the load. Ejector cylinder must travel entire length of body. Dump type unloading will not be accepted. Acceptable model Heil Durapak Python (**NO ALTERNATES**).

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

4.5.3 Compaction – Minimum of 900-lbs. per cubic yard as determined by the City of San Antonio. The packing capability of each body purchased will be re-evaluated at periodic intervals during the 12-month warranty period after the unit goes into service. Should the City determine that a body does not meet the minimum compaction requirements during any of these tests, the vendor will be advised and be required to take action to repair the body in question so that it will meet the minimum compaction requirements. Once the repair is accomplished to the satisfaction of the City, the warranty on the body will then be extended for a 12-month period from the date of re-acceptance by the City. The contractor will have the right to inspect compaction units during normal City working hours to assure that proper factory recommended service and maintenance is being performed. Abuse and damage not attributable to faulty design, materials or workmanship will exempt warranty expectations and must be documented by the vendor. A damage statement will be provided to the service center superintendent within 48 hours of inspection.

4.5.4 No hydraulic cylinders, valves, or other hydraulic components will come in contact with refuse packed into the body.

4.5.5 An in-cab mounted light and audible alarm to be provided to indicate that the tailgate is not fully closed and locked.

4.5.6 Automated Arm. The lift base must support the lift arm, the dump arm, the level pivot, the level link, the pivot link and the reach link. The lift base to rest atop the chassis frame rails for vertical distribution of loads induced into the chassis frame rails. Lift mechanisms mounted alongside the chassis frame rails will not be accepted. The lift base shall consist of a .75" x 16" x 61", 50,000 PSI minimum yield, surface plate for chassis frame mounting and shall be reinforced by four (4) vertical ribs for rigidity and arm pivot placement. The ribs shall utilize .75" x 6.5", 50,000 PSI minimum yield steel. The front-to-rear mounting length shall not exceed 18". Stops will be welded to the vehicle frame to prevent arm assembly from shifting. Arm Stopper shall be ½" square rod or larger. The front-to-rear mounting length must not exceed 18-inches.

4.5.7 Interlock shall be inplace to eliminate the grabbers from opening when in the dump position. The lifting mechanism must be capable of lifting containers ranging from 30-110 gallons at level, or 16-inch below and above level container placement, and to be capable of extending, grabbing, raising, dumping and returning a container from any position without the need to retract the lift arm and perform the following lift cycle functions in a maximum 12 seconds at engine idle as follows:

a. Reach to container
b. Grab the container
c. Lift the container to the full dump position
d. Lower the container to the full down position
e. Release the grabbers from the container
f. Retract to body

4.5.8 The lifting capacity to be a minimum of 750-pounds at the 9-foot full reach extension to minimize high over turning loads on the truck chassis. The lifting capacity must progressively increase as the reach decreases to achieve a minimum of 2,000-pound lift at 2-foot reach.

4.5.9 The hydraulic pump to be a conventional "on-command" tandem vane design to operate-in-gear, at-idle.

4.5.10 The lift hydraulics must operate at a working pressure of minimum 2,300-PSI. The body hydraulics to operate at a working pressure of minimum 2,500-PSI. All hydraulic tubes will be securely clamped to prevent vibration,

abrasion, and excessive noise. All hydraulic hoses must conform to S.A.E. standards for designed pressure. Bending radius to exceed S.A.E. standards to permit bend radius one half that of the S.A.E. standards. This requirement will prevent flat spots in the hoses. The hydraulic oil reservoir to have a minimum 50-gallon gross capacity and a net capacity of 45-gallons minimum. The tank must be complete with a screened fill pipe and cap, filter breather, clean out cover, oil level sight and temperature gauge.

4.5.11 The hydraulic system contain a 12V electric fan cooled hydraulic cooler Hayden Industrial Product Hydraulic Cooler capable of 45 gallons per minute. . Cooler must be frame mounted on the streetside of frame rail. . The hydraulic system must be protected with a, minimum 6-micron, in tank, return line filter along with a minimum 100-mesh (140-micron) reusable oil strainer in the suction line. A magnet to be used to eliminate contamination and will be accessible for cleaning. One quarter turn ball valves must be installed on suction and outlet lines and to isolate the reservoir and filter assembly for service and maintenance. The return line filter to also include an in-cab filter by-pass monitor, which will alert the operator or service personnel when the filter is in need of replacement. A hydraulic pump shut down system must also be installed which will prohibit prolonged operation of the hydraulics when the filter is in the by-pass mode. Quick disconnect fittings to be installed so that a pressure gauge can be easily connected without the use of tools or the need to remove hydraulic fittings.

4.5.12 All body hinges, cylinder rod ends, cylinder base trunnions, and high cycle pivot points must be equipped with accessible grease fittings. Fittings not easily accessible must have a remote lubrication device installed.

4.5.13 Controls: The operating controls for lift arm mechanism, packing panel, tailgate locking, and opening, and for unloading to be located in the truck cab easily accessible to the driver while seated in the right side driving position. All control operations must utilize variable speed controls allowing the operator to feather/meter the grabber to the container without disturbing the surrounding containers or tipping them. Continuous compaction mode, automatic compaction mode, and manual packing selection must be provided.

4.5.14 Hopper Cover – Hopper hood will be provided to prevent debris from blowing out. Manually operated hopper cover, with extended handle, will also be provided inside hopper hood. Hopper cover shall be operated while standing on the ground.

4.5.15 Auto-Lube System – Equipment shall be equipped with an automatic lubrication system capable of covering all grease points on ASL body and lifting arm. Auto-Lube System shall be a programmable Graco G3 12V (NO EXEPTIONS) electronic pump system compatible with high temp, water resistant grease. Grease reservoir shall be a minimum 4-liters. System shall have capability to manually grease all grease points from a single fitting in the event of a system failure. System shall have a Low Grease level indicator light in the cab along with a Malfunction indicator light when a problem with the system is present. System pump shall be password protected so grease cycles cannot be tampered with. System shall use heavy gauge steel tubing but high pressure reinforced hydraulic hoses where lines are not possible. Auto-Lube system shall have a one year warranty on all parts and labor.

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

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

4.5.18 A mobile controller with control center and display shall be provided in the cab to monitor system functions and operation of the truck. This controller shall be able to withstand the vibration, moisture, dirt ingress and climate variations that are present in the cab of the vehicle. The controller shall use solid-state technology with no mechanical relays or switches inside the controller. This controllers shall use IEC 61131-3 software and will have

SAE J1939 built into the controller for communication to the vehicle powertrain. The mobile controller shall be installed inside the truck cab and shall display self-diagnosing error codes in readable text format which identify the potential trouble source. Both audio and text alerts must be made available to aid in locating trouble source. A non-resetting counting device will be furnished to track grabber arm cycling. Counter will be securely mounted in cab and advance one number each time the arm is lowered and grabber is opened.

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

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

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

4.5.22 A lockable, water tight, toolbox, approx. 18-inches high, 18-inches deep, 20-inches wide, to be securely mounted to rear bumper of the refuse body. Placement to be approved prior to completion of first unit. A 20 lbs. fire extinguisher to be installed on body, curbside, front of body behind first bolster mounted vertically.

4.5.23 A four (4) camera, color video system, with automatic switcher to be installed to enable proper and safe operation of the truck. One camera to be mounted high on the tailgate to assist in backing up, one camera to be installed to providing a view of the hopper operation and one camera on each side of the cab chassis facing rearward. Cameras and connectors must be sealed and waterproof. Flat screen, minimum 7-inch monitor to have extended visor and swivel base and be reachable and viewable from either driver position. Automatic switcher with remote switch must be capable of switching between cameras based on operation controls, transmission setting, or operator's preference. Monitor to have split screen capabilities and provisions to add another camera without modification. Cameras to have built in infra red night vision, minimum 130^0 field of view, and sun shade device. The hopper camera to provide view when arm is in the lift and dump positions. The rear view camera must be activated when the transmission is shifted to reverse, view from the rear camera to be on the monitor when the truck is in transit (i.e. the truck is in motion and the hydraulic system is not engaged).

4.5.24 Operators/Maintenance/Parts Manuals – An operator's manual per unit shall be required as well as two (2) parts and maintenance manuals per model of all equipment, accessories, and components to accommodate two (2) repair centers will be required at time of delivery. Parts manual shall have manufactures' parts breakdowns and part numbers for all hydraulic cylinders.

4.5.25 Training/Inspection - The vendor shall hold a training seminar at a City of San Antonio facility at a time that will be agreed to by both the City and Vendor within 30 days of delivery. The training seminar shall include instructions on the proper operation, maintenance and all safety practices that need to be followed when operating the packer

body for all current employees operating these vehicles. Vendor must pay for accommodations to include airfair and hotel for a maximum of five City employees to attend pre-delivery inspection of unit at manufacturer's plant.

4.5.26 Warranties – All body components including hydraulic cylinders, pumps and valves must have a minimum three (3) year complete warranty from in-service date.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

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

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 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.

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 RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

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.

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

Invoicing and Payment.

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

Information Required On Invoice.

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

Payment by City.

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

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

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

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

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

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

Termination.

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

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

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

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

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

INDEMNIFICATION.

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

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

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

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

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

Records Retention.

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

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

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

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

be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

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

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

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

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

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

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

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

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

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.

007 - SIGNATURE PAGE

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

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

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

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

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

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

Offeror Information
Please Print or Type

Vendor ID No.	V1035875
Signer's Name	JOHN C CHASTANG
Name of Business	CHASTANG ENTERPRISES, INC
Street Address	6200 N. LOOP EAST
City, State, Zip Code	HOUSTON, TX 77026
Email Address	JNCHASTANG@CHASTANGFORD.COM
Telephone No.	713-678-5042
Fax No.	713-678-5001
City's Solicitation No.	6100003446

John C. Chastang
Signature of Person Authorized to Sign Offer

008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

009 - ATTACHMENTS

PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1	33 Each	**Refuse Collection Trucks, Autocar ACX 64 Xpeditor Cab and Chassis Minimum 66,000-lbs. GVWR with Heil Durapak Python Refuse Collection Body 28 + Cubic Yard, High Compaction, Automated, Side Load (NO ALTERNATES).**

PRICE EACH: $ 309,019.

TOTAL: $ 10,197,627.

AUTOCAR YEAR of CAB & CHASSIS:

2014 ACX64

AUTOCAR CAB & CHASSIS WARRANTY (Must meet minimum warranty requirements stated herein):

1 YEAR

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

CUMMINS ISX 12L

ENGINE WARRANTY (Must meet minimum warranty requirements stated herein):

2 YEARS

TRANSMISSION WARRANTY (Must meet minimum warranty requirements stated herein):

60 MONTHS

AUTOCAR WARRANTY SERVICE PROVIDER NAME:

GRANDE TRUCK CENTER

AUTOCAR WARRANTY FACILITY ADDRESS:

4562 IH 10 EAST

SAN ANTONIO

HEIL BODY WARRANTY (Must meet minimum warranty requirements stated herein):

3 YEARS COMPLETE

HEIL WARRANTY SERVICE PROVIDER NAME:

HEIL OF TEXAS

HEIL WARRANTY FACILITY ADDRESS:

503 POP GUNN
SAN ANTONIO

PRODUCTION CUT-OFF DATE: UNKNOWN AT THIS TIME

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: AUTOCARS STANDARD PRICING POLICY IS QUOTES ARE GOOD FOR 60 DAYS, ADVISE ME IF YOU NEED MORE TIME

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

Prompt Payment Discount 0.2733 % 10 **days. (If no discount is offered, Net 30 will apply.)**

CITY OF SAN ANTONIO

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

ADDENDUM I

SUBJECT: Request For Offer 6100003446 Automated Side Load Refuse Trucks scheduled to open Friday, September 11, 2013 date of issue September 9, 2013.

DATE: September 12, 2013

This notice shall serve as Addendum No. I to the above-referenced Request For Offer (RFO) and shall become part of the original RFO package and must be returned with bid on or before the due date.

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

1. RFO Document Section 004 – Specifications / Scope of Services, Item Description changed to read:

4.2 DELIVERY DATES:

Vendor shall deliver all 33 completed Trucks, ready for use, no later than 230 days after receipt of City's Purchase Order. **Time is of the essence in the performance of this contract.** City may assess liquidated damages for late delivery in accordance with section 005 – Supplemental Terms & Conditions.

4.4 ITEM	QUANTITY	DESCRIPTION
1	**33 Each**	**Refuse Collection Trucks, Autocar ACX 64 Xpeditor Cab and Chassis Minimum 66,000-lbs. GVWR with Heil Durapak Python Refuse Collection Body 28 + Cubic Yard, High Compaction, Automated, Side Load (NO ALTERNATES).**

SPECIFICATIONS REFUSE COLLECTION CAB and CHASSIS

Changed to read:

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

Changed to read:

4.4.25 Diagnostic Tools – The vendor shall supply the most current version of software for engine, transmission, anti-lock braking system and any systems that require software. The software shall also include a minimum of two year subscription and activation fee. Vendor shall also provide any hardware required for software to communicate with engines ECM (such as data link adapter, wiring harness, etc). Vendor shall provide City with one (1) diagnostic software Licenses with hardware and six (6) diagnostic software renewals/updates for engine and transmission. Vendor shall also provide City with six (6) software Licenses for anti-lock braking system, if Bendix braking system is not being offered.

4.5 Heil Durapak Python Refuse Collection Body 28 + Cubic Yard, High Compaction, Automated, Side Load (NO ALTERNATES).

SPECIFICATIONS REFUSE BODIES:

Changed to read:

4.5.14 Hopper Cover – Hopper hood will be provided to prevent debris from blowing out. Manually operated hopper cover, with extended handle will also be provided inside hopper hood. Hopper cover shall be operated while standing on the ground.

Changed to read:

4.5.25 Training/Inspection - The vendor shall hold a training seminar at a City of San Antonio facility at a time that will be agreed to by both the City and Vendor within 30 days of delivery. The training seminar shall include instructions on the proper operation, maintenance and all safety practices that need to be followed when operating the packer body for all current employees operating these vehicles. Vendor must pay for accommodations to include airfare and hotel for a maximum of five City employees to attend pre-delivery inspection of unit at manufacturer's plant.

Changed to read:

4.5.26 Warranties – All body components including hydraulic cylinders, pumps and valves must have a minimum three (3) year complete warranty from in-service date.

006 - GENERAL TERMS & CONDITIONS, Non-Discrimination, page 20

Add Paragraph below:

Non-Discrimination - 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.

009 – ATTACHMENTS,

Changed to read:

PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION

1	33 Each	**Refuse Collection Trucks, Autocar ACX 64 Xpeditor Cab and Chassis Minimum 66,000-lbs. GVWR with Heil Durapak Python Refuse Collection Body 28 + Cubic Yard, High Compaction, Automated, Side Load (NO ALTERNATES).**

PRICE EACH: $ 309,019.

TOTAL: $ 10,197,627.

AUTOCAR YEAR of CAB & CHASSIS:

2014 ACX64

AUTOCAR CAB & CHASSIS WARRANTY (Must meet minimum warranty requirements stated herein):

1 YEAR

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

CUMMINS ISX 12L 350HP.

ENGINE WARRANTY (Must meet minimum warranty requirements stated herein):

2 YEARS (OPTION FOR 5 YRS, ADD $3000. EA)

TRANSMISSION WARRANTY (Must meet minimum warranty requirements stated herein):

5 YEARS

AUTOCAR WARRANTY SERVICE PROVIDER NAME:

GRANDE TRUCK CENTER

AUTOCAR WARRANTY FACILITY ADDRESS:

I-10 @ W.W. WHITE 4562 IH-10 EAST
SAN ANTONIO

HEIL BODY WARRANTY (Must meet minimum warranty requirements stated herein):

3 YEARS COMPLETE

HEIL WARRANTY SERVICE PROVIDER NAME:

HEIL OF TEXAS

HEIL WARRANTY FACILITY ADDRESS:

503 POP GUNN

SAN ANTONIO,

PRODUCTION CUT-OFF DATE: UNKNOWN AT THIS TIME

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: AUTOCAR STANDARD PRICING POLICY IS QUOTES ARE GOOD FOR 60 DAYS, ADVISE ME IF YOU NEED MORE TIME

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

Prompt Payment Discount: 0.2733 % 10 **days. (If no discount is offered, Net 30 will apply.)**

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

Paul J. Calapa
Purchasing Administrator
Finance Department, Purchasing Division

Date 9-18-2013

Company Name CHASTANG ENTERPRISES, INC

Address P.O. BOX 21127

City/State/Zip Code HOUSTON, TX 77226-1127

John C. Chastang

Signature