LC
2/18/16
Item No. 11

AN ORDINANCE 2016-02-18-0100

ACCEPTING THE BID FROM INDUSTRIAL DISPOSAL SUPPLY TO PROVIDE FOUR REPLACEMENT AND TWO ADDITIONAL STREET SWEEPERS TO THE CITY'S TRANSPORTATION AND CAPITAL IMPROVEMENTS DEPARTMENT FOR A TOTAL COST OF $750,794.00 AND AUTHORIZING A $162,787.00 CHANGE ORDER FOR ONE ADDITIONAL REPLACEMENT STREET SWEEPER, FUNDED FROM THE EQUIPMENT RENEWAL AND REPLACEMENT FUND AND THE TRANSPORTATION AND CAPITAL IMPROVEMENTS STORM WATER OPERATIONS FUND.

* * * * *

WHEREAS, bids were submitted to provide the City of San Antonio Transportation and Capital Improvements Department with street sweepers which will be used to sweep debris from City streets and parking lots; and

WHEREAS, the low bid submitted by Heil of Texas for item 1 failed to meet the City's specifications and/or requirements; and

WHEREAS, Industrial Disposal Supply was the lowest responsive bidder for a total cost of $750,794.00; and

WHEREAS, this ordinance will also authorize a change order to the contract with Industrial Disposal Supply for the purchase of one additional street sweeper at a cost of $162,787.00, to replace a unit that was considered a total loss due to an onboard fire that occurred in December 2015, thereby increasing the total contract cost to $913,581.00; **NOW THEREFORE:**

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

SECTION 1. The lowest responsive bid from Industrial Disposal Supply to provide the City of San Antonio Transportation and Capital Improvements Department with street sweepers for a total cost of $750,794.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. The bid tabulation sheet and bid are attached hereto and incorporated herein for all purposes as **Exhibit I.**

SECTION 2. The Director of Finance, or his designee, is hereby authorized to execute a change order to the contract with Industrial Disposal Supply in the form attached hereto as **Exhibit II** for the purchase of one additional street sweeper at a cost of $162,787.00, thereby increasing the total contract cost to $913,581.00

SECTION 3. It has been found and declared that the low bid from Heil of Texas for item 1 failed to meet the City's specifications and/or requirements.

SECTION 4. Funding in the amount of $588,007.00 for this ordinance is available in Fund 72001000, Cost Center 3503200001 and General Ledger 5501055 as part of the Fiscal Year 2016 Budget.

SECTION 5. Funding in the amount of $325,574.00 for this ordinance is available in Fund 29070000, Cost Center 2304040001 and General Ledger 5501050 as part of the Fiscal Year 2016 Budget.

SECTION 6. Payment not to exceed $913,581.00 is authorized to Industrial Disposal Supply and should be encumbered with a purchase order.

SECTION 7. 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 8. This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage.

PASSED AND APPROVED this 18th day of February, 2016.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda, Acting City Attorney

Agenda Item:	**11 (in consent vote: 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26, 27, 28, 30A, 30C, 30D, 30E, 30F)**
Date:	02/18/2016
Time:	10:40:05 AM
Vote Type:	Motion to Approve
Description:	An Ordinance accepting the bid from Industrial Disposal Supply to provide four replacement and two additional street sweepers to the City's Transportation and Capital Improvements Department for a total cost of $750,794.00 and authorizing a $162,787.00 change order for one additional replacement street sweeper, funded from the Equipment Renewal and Replacement Fund and the Transportation and Capital Improvements Storm Water Operations Fund. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				x
Alan Warrick	District 2		x			x	
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		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				
Michael Gallagher	District 10		x				

Exhibit I

City of San Antonio Bid Tabulation

Opened:	December 4, 2015		Local	Non-Local	Local
For:	Purchase of Regenerative Air Street Sweepers		Industrial Disposal Supply	CLS Sewer Equipment Co., Inc.	Heil of Texas
6100006847		LD	1106 Paulsun	726 S. Sherman St.	503 Pop Gunn
Item	Description	Quantity	San Antonio, TX 78219 210-227-3441	Richardson, TX 75081	San Antonio, TX 78219
1	Turnkey Regenerative Air Sweeper with Dual Operator Steering Controls Mounted on a Conventional Truck Cab & Chassis, Minimum 33,000 GVWR Single Axle	2			
	Price Each:		$162,787.00	$188,074.00	NAS $102,476.00
	Total:		$325,574.00	$376,148.00	$204,952.00
	Year, Make & Model of Cab & Chassis:		2017 International 4300 IBS	2016 Freightliner M2	2016 Isuzu NQR DSL (NR254)
	Cab & Chassis Warranty:		2 years, unlimited miles	2 Year	3 Year Unlimited
	Specific Make & Model of Engine Offered (Include SAE Net HP):		Cummins 200 HP @ 2400 RPM, Torque 520 @1600	Cummins 200HP	4HK1-TC 215 HP
	Engine Warranty:		2 years, unlimited miles	2 Year Unlimited	3 Year Unlimited Miles
	Transmission Offered:		Allison 2500 RDS	Allison 2500 RDS	AISIN A465 - 6 Speed
	Transmission Warranty:		3 years, unlimited miles	3 Years	3 Year Unlimited Miles
	Cab & Chassis Warranty Service Provider Name:		Santex International	Not Provided	Santex Isuzu Truck
	Cab & Chassis Warranty Service Provider Facility Address:		1380 Ackerman Road, San Antonio, TX 78219	Not Provided	1380 Ackerman Road, San Antonio, TX 78219
	Year, Make & Model of Sweeper Body:		2016 Tymco Model 600 Regenerative Air Sweeper	2016 RT 655	2016 A4 Storm
	Sweeper Body Warranty		1 year, 1000 hours	1 year on sweeping gear, lifetime warranty on hopper, 5 years on blower drive system-stepup gear box.	1 Year complete, 5 Years Hydraulic
	Sweeper Body Warranty Service Provider Name:		Industrial Disposal Supply	CLS	Heil of Texas
	Sweeper Body Warranty Service Provider Facility Address:		1106 Paulsun, San Antonio, TX 78219	Not Provided	503 Pop Gunn, San Antonio, TX 78219
	Production Cut-off Date:		September 30, 2016	12-31-2016	4-1-2016
	Last day order can be placed without missing cut-off date:		September 30, 2016	12-15-2016	4-1-2016
	Can bidder provide bid items after cut-off date:		No	Not Provided	Yes
	Delivery		150 Days	60 Days	90 ARO

City of San Antonio Bid Tabulation

Opened:	December 4, 2015		Local	Non-Local	Local
For:	Purchase of Regenerative Air Street Sweepers		Industrial Disposal Supply	CLS Sewer Equipment Co., Inc.	Heil of Texas
6100006847		LD	1106 Paulsun	726 S. Sherman St.	503 Pop Gunn
Item	Description	Quantity	San Antonio, TX 78219 210-227-3441	Richardson, TX 75081	San Antonio, TX 78219
2	Regenerative Air Sweeper Mounted on a Cab Over Truck Cab & Chassis, Minimum 17,950 GVWR Single Axle	4			
	Price Each:		$106,305.00	No Bid	$177,906.00
	Total:		$425,220.00		$711,624.00
	Year, Make & Model of Cab & Chassis:		2016 Isuzu NQR		2016 M2 106 Conventional Chassis
	Cab & Chassis Warranty:		36 months, unlimited miles		2 Years Unlimited Miles
	Specific Make & Model of Engine Offered (Include SAE Net HP):		Isuzu Model 4HK1-TC / 317 CID		ISB Cummins 6.7 / 200 HP
	Engine Warranty:		36 months, unlimited miles		2 Years Unlimited Miles
	Transmission Offered:		Aisin A465		Allison 2500 RDS
	Transmission Warranty:		36 months, unlimited miles		2 Years Unlimited Miles
	Cab & Chassis Warranty Service Provider Name:		Santex Isuuzu Trucks		Freightliner of San Antonio, Ltd.
	Cab & Chassis Warranty Service Provider Facility Address:		1380 Ackerman Road, San Antonio, TX 78219		8700 I-10 Frontage Rd., Converse, Texas 78109
	Year, Make & Model of Sweeper Body:		2016 Tymco Model 435 Regenerative Air Sweeper		2016 Schwarze A7 Tornado
	Sweeper Body Warranty		1 year		1 Year complete / 5 Years Hydraulic
	Sweeper Body Warranty Service Provider Name:		Industrial Disposal Supply Company, LTD		Heil of Texas
	Sweeper Body Warranty Service Provider Facility Address:		1106 Paulsun, San Antonio, TX 78219		503 Pop Gunn, San Antonio, TX 78219
	Production Cut-off Date:		September 30, 2016		4-1-2016
	Last day order can be placed without missing cut-off date:		September 30, 2016		4-1-2016
	Can bidder provide bid items after cut-off date:		No		Yes
	Delivery:		90 Days		120-150 ARO
	Payment Terms:		Net 30	Net 30	Net 30
	Total:		$750,794.00	$376,148.00	$916,576.00
	Total Award:		**$750,794.00**		

CITY OF SAN ANTONIO

PURCHASING AND GENERAL SERVICES DEPARTMENT

FORMAL INVITATION FOR BID ("IFB") NO.: 6100006847

PURCHASE OF REGENERATIVE AIR STREET SWEEPERS

Date Issued: NOVEMBER 16, 2015

ORIGINAL

BIDS MUST BE RECEIVED **NO LATER** THAN:
2:00 PM CENTRAL TIME DECEMBER 4, 2015

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

Address for hard copy responses:

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

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

For Hard Copy Submissions, Mark Envelope

"PURCHASE OF REGENERATIVE AIR STREET SWEEPERS"

Bid Due Date: 2:00 p.m. CENTRAL TIME, DECEMBER 4, 2015

Bid No.: 6100006847

Bidder's Name and Address

Bid Bond: None Performance Bond: None Payment Bond: None Other: None

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: DBE / ACDBE Requirements:

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

Pre-Submittal Conference * YES

* If YES, the Pre-Submittal conference will be held on NOVEMBER 20, 2015 at 10:30 A.M. Central Time at the FLEET TRAINING ROOM, 329 S. FRIO ST., 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

Phone: 210-207-2078
Fax: 210-207-4360

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Submission of Bids.

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

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

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

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

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

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

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

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

Alternate Bids. Alternate bids may be allowed at the sole discretion of City.

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

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

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

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

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

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

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

Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

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

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

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

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

Pre-Submittal Conference.

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

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

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

Changes to IFB.

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

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

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

Preparation of Bids.

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

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

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

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

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

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

Description of Supplies.

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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

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

Interlocal Participation.

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

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

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

Rejection of Bids.

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

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

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

The bid is conditional; or

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

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

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

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

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

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

Evaluation and Award of Contract.

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

City reserves the right to make an award on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" bid in the Supplemental Terms & Conditions.

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

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

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

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

Inspection of Facilities/Equipment.

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

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

Prompt Payment Discount.

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

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

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

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

Bid Protest Procedures.

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

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

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

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

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

State of Texas Conflict of Interest Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under 176.006(a) of the statute.

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

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

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

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

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

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

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

If delivering by hand, deliver to:

Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205.

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

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.1 **SCOPE:** The City of San Antonio is soliciting bids for a contract to provide 2 turnkey regenerative air street sweepers with dual operator steering controls mounted on a conventional truck cab & chassis, minimum 33,000 GVWR and 4 turnkey regenerative air sweeper mounted on a cab over truck cab & chassis, minimum 17,950 GVWR in accordance with the Building and Equipment specifications listed herein. This equipment will be utilized by Transportation and Capital Improvements Department for street sweeping services and debris maintenance across the City.

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

4.2.1 Equipment shall be manufacturer's latest design, standard production model and shall have been manufactured within the last 12 months from the date of delivery to City. All components shall be installed new, unused, and shall be manufacturer's standard equipment unless otherwise specified or replaced herein. Equipment is to be inspected, serviced, and adjusted in accordance with manufacturer's recommended pre-delivery checklist, and ready for operation upon delivery. Manufacturer's Statement of Origin (MSO) showing manufacture within the last 12 calendar months, and completed pre-delivery checklists will be required at delivery. Equipment offered under the below listed specifications will be considered unacceptable if, for any reason, the equipment's, or major component's, long term availability on the U.S. market, or in the local area, is in doubt. All equipment will conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, sub-assemblies and component parts to be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The equipment furnished must conform to ANSI Safety Standard Z245.1-1999.

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

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

Vendor must deliver equipment to:

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

Delivery to a non-specified location will result in non-acceptance of the equipment by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS. Vehicles will be accepted 8:00 A.M. to 3:00 P.M. CST. Vehicles with more than 1500 miles accumulated on the odometer will not be accepted. All vehicles are required to have a full tank(s) when delivered to City specified location.

4.2.4 Equipment Manuals – Successful bidder shall furnish 4 set of operator manuals covering all major components of the vehicle for each model delivered for the Cab and Chassis and each model delivered for the Sweeper Body. Successful bidder shall also provide 2 complete sets of repair and parts manuals or CDs for each model delivered, to include all major components, or prepaid 8-year subscription to manufacturer's maintenance/parts web site at no cost to the City. If, applicable, successful bidder shall provide a minimum 2 diagnostic software

licenses and or software updates if diagnostic software is already currently being used by the City for a minimum 5 years after date of delivery. Real time online access is also acceptable.

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

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

4.2.7 Evaluation – In the event that a demonstration is required, the equipment will be evaluated to determine if the unit meets the minimum bid specifications at the City's discretion.

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

4.2.9 Any equipment furnished must meet all Federal and State safety requirements and must be certified as minimum Tier IV interim. 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.

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

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

4.3	ITEM	QUANTITY	DESCRIPTION
	1	2 Each	**Turnkey Regenerative Air Sweeper with Dual Operator Steering Controls Mounted on a Conventional Truck Cab & Chassis, Minimum 33,000 GVWR Single Axle**

MINIMUM SPECIATIONS:

4.3.1 The Unit shall be a 2015 or newer turnkey street sweeper. Unit shall be a standard production model with published specifications. Units that are classified as demonstrations, prototype or discontinued or modified models **WILL NOT** be acceptable.

CAB AND CHASSIS SPECIFICATIONS:

4.3.2 ENGINE: Engine shall be a turbo-charged diesel engine with a minimum displacement of 409 cubic inches. Horse power shall be a minimum of 200hp at 2300 RPM, with a minimum torque rating of 520 LB/FT at 1600 RPM. Oil filter shall be full-flow, spin on type. Include a two stage, heavy duty dual element dry-type air cleaner with restriction indicator. Engine shall have an automatic shutdown with 30 second delay and warning light and buzzer for low engine oil, high coolant temperature, and low coolant level. Shutdown system shall include automatic override.

4.3.3 FUEL SYSTEM: To be a minimum 50 gallon fuel tank. Include fuel/water separator and fuel filter. Shall have a minimum 6 gallon DEF tank.

4.3.4 TRANSMISSION: Unit shall have an Allison 2500RDS Series electronic 5-speed minimum or proven equal automatic transmission. Include oil filter mounted on transmission and include oil temperature gauge in dash.

4.3.5 STEERING: Chassis to include dual steering with accelerator and brake controls, turn signals and all other controls necessary for operation with gauges mirrored on both sides. Both driving positions are to have power steering, cruise control, and tilt.

4.3.6 AXLES: The front axle to be a minimum of 10,000 lbs with a minimum of 12,000 lbs suspension and include shock absorbers. Rear axle to be minimum 21,000 lbs with leaf spring suspension or proven equal of at least 21,000 lbs.

4.3.7 BRAKES: Service brakes to be a full air with 18.7 CFM air compressor with auto slack adjusters front and rear. Four (4) - channel anti-lock brake system shall be provided. Dust shields on the front and rear with outboard drums are to be included. Front brakes to be minimum 15"X4", Rear minimum 16.5"x7". All air reserves to be equipped with automatic drain valves and unit shall be equipped with a spring set, air release parking brake.

4.3.8 WHEELBASE: Wheelbase to be a minimum of 152" inches.

4.3.9 ELECTRICAL: 12 volt system with two maintenance free batteries that provide at least 1850 CCA. 160 Amp alternator minimum to be provided.

4.3.10 TIRES AND WHEELS: Wheels to be 10 hole disc hub piloted 22.5 x 8.25 minimum. Tires are to be minimum 11R22.5, 14 ply. Loose wheel stud/lug indicators, color orange shall be installed on all wheels.

4.3.11 CAB: OEM air conditioning, heat, and defrost is required. Cab shall have dual driver positions equipped with air high back adjustable seats with lumbar support. Vinyl seat covers and seat belts are required. OEM tinted windows all around Dual sun visors, dome light, 12 volt power outlet, dual west coast power controlled and heated mirrors with convex mirrors, power windows, power door locks, grab handle on both sides of chassis, 2-speed windshield wipers and washer. Minimum AM/FM radio shall to be provided. Chassis shall have air horn. Include speedometer, tachometer, oil pressure, water temperature air pressure for brakes, voltmeter, fuel gauge and transmission temperature at both driving positions. Include engine hour meter. Door and ignition locks to be keyed alike. Unit is to be equipped with a DOT triangle warning kit, fire extinguisher, electronic backup alarm and tow hooks or tow pins. Left and Right convex fender mirrors.

4.3.12 Cab and Sweeper to be painted White

SPECIFICATIONS - SWEEPER BODY:

4.3.13 POWER UNIT: An auxiliary water cooled turbo charged diesel engine shall be provided to power the sweeper. Minimum horse power rating of 99 hp at 2,400 rpm and a minimum displacement of 275 cubic inches. Engine to be equipped with full flow spin-on oil filter, fuel water separator and fuel filter. Wet sleeve type cylinder construction is required. Unit shall have a heavy duty two-stage dry type air cleaner with centrifugal pre–cleaner and air filter restriction indicator. A 12-Volt electrical system with a minimum 65 amp alternator is required. Injector pump shall have centrifugal type variable speed governor for speed control. Sweeper auxiliary engine to share the fuel tank and batteries with chassis engine. Unit shall have an automatic shutdown system when coolant temperature is too high, coolant level is too low, or oil pressure is too low.

4.3.14 DUST SEPERATOR: A centrifugal dust separator shall be supplied inside hopper to remove airborne dust from the air stream. The dust separator shall be designed so that it will not plug with normally encountered debris. The dust separator shall include cleanout door for inspection and cleaning.

4.3.15 HOPPER: The hopper volumetric capacity shall not be less than 7.3 cubic yards with an operating load capacity of not less than 6 cubic yards. . Hopper will be constructed of a minimum 304 stainless steel and minimum of 201 stainless steel to include dump door, left and right inspection doors dust separator and screen. Dumping shall be accomplished by means of hydraulic actuated cylinders attached to a raker bar moving inside hopper, or by a tilting type hopper with a tilt angle of 53 degrees. Controls to be inside and outside for easy access. The hopper dump door to be opened, closed and locked hydraulically. Large inspection doors provided on left and right side of hopper. Hopper shall be airtight through the use of rubber seals on all doors and openings. Include two work

lights (LED) at rear of hopper to illuminate the dump area. Include amber LED strobe light with limb guards mounted at the top rear of the hopper. Include two rear high mounted LED yellow or amber flashing lights. Include an LED arrow stick, Whelen TACF85LH or approved equal directing traffic left, right or both be mounted on the rear of the sweeper in line of approaching traffic from the rear. Controls shall be mounted inside of the truck cab.

4.3.16 HYDRAULICS: Hydraulic power shall be used to operate all broom rotation and lifting functions. A hear driven pump with 25 gallon tank with spin-on filters and includes tank level indicator and temperature indicator are mandatory. A 12 Volt DC auxiliary hydraulic system shall be provided which may be used to operate all hydraulic functions without starting the auxiliary engine.

4.3.17 BLOWER: A heavy duty steel or aluminum turbine type blower that is balanced to within 4 grams shall be provided to create air pressure and suction. Blower to be belt driven by the auxiliary engine or hydraulic and have a minimum 18,000 CFM rating Blower housing to incorporate a replaceable rubber lining on the inside of the housing.

4.3.18 PICK UP HEAD: Pick-up head front curtain lifter or approved equal shall be furnished to provide the pick-up head the ability to sweep large volumes of light debris such as leaves, grass, paper, etc. without causing excessive debris accumulation at the pick-up head inlet. It shall be an independent, mechanical system that is hydraulically, electrically, pneumatically or by vacuum controlled with a switch within the cab of the sweeper. **The City may request a performance demonstration of the unit offered.**

4.3.19 GUTTER BROOM: A single gutter broom is required for the left and right side of unit. Minimum 42" diameter, wire filled vertical digger type gutter brooms for removing debris from gutter area. The gutter broom to be hydraulic motor driven and shall be positioned laterally and vertically by a hydraulics or pneumatics. The gutter broom shall have an adjustment to allow downward compensation for bristle contact, pattern, and wear and shall be full floating to follow street contour. The gutter broom shall be variable speed control for optimum sweeper performance and operator control. The gutter broom shall have lateral flexibility to swing 15" when encountering the impact of an immovable object, avoiding damage to the broom assembly. The gutter broom to include hydraulically or electrically actuated tilt for the right side only. Unit shall be able to securely hold the gutter broom up or in travel position. All controls for gutter broom to be located in cab.

4.3.20 DUST CONTROL WATER SYSTEM: Water tank to minimum of 220 gallon and built from polyethylene for strength and corrosion resistance. Water system to have cleanable filter located between tank and water pump. Water spray to be supplied by an electric or belt driven pump that will automatically disengage when the water supply is depleted. An in-cab low water indicator shall be provided. A minimum 25 foot long fire hydrant fill hose shall be provided with 2.5" NST coupling to fill water tank. A minimum 2 inch air gap shall be provided between water fill tube and water tank. Hydrant hose shall include a hydrant wrench and hose storage rack, water spray nozzle to be located at the pickup head, inside the hopper deluge with conical nozzles to facilitate a quick cleanout. Deluge system shall be mounted on the inside of the rear door of the sweeper. A high pressure/low volume wash down system shall be supplied and shall include a 25 foot high pressure hose, belt or hydraulically driven pump and hand wand with a 36" lance. System shall be a minimum of 1500 psi with minimum 3GPM.

4.3.21 OPERATING CONTROLS: Sweeper shall be equipped with dual steering and controls for left or right hand operation. Dual steering to be installed by chassis manufacturer, not sweeper manufacturer. All controls for auxiliary engine, gutter brooms, water systems, lights, dump system to be mounted in cab and easily reached from both operator stations. All gauges and switches to be lighted.

4.3.22 Camera: one (1) rear vision camera/color and one (1) under cab sweeper head camera/color flat screen monitor system shall be mounted at the rear of the unit and under the cab viewing the sweeper head with the monitor mounted inside the truck cab and visible from each operator station.

4.4	ITEM	QUANTITY	DESCRIPTION
	2	4	**Regenerative Air Sweeper Mounted on a Cab Over Truck Cab & Chassis, Minimum 17,950 GVWR Single Axle**

MINIMUM SPECIATIONS:

4.4.1 The unit shall be a 2016 or newer turnkey street sweeper. Unit shall be a standard production model with published specifications. Units that are classified as demonstrations, prototype or discontinued or modified models WILL NOT be acceptable.

CAB AND CHASSIS SPECIFICATIONS:

4.4.2 ENGINE: Unit to be cab over design. Engine shall be a turbo-charged diesel engine shall be a minimum of 215 hp. Include a two stage, heavy duty dual element dry-type air cleaner with restriction indicator. Engine shall have an automatic shutdown with 30 second delay and warning light and buzzer for low engine oil, high coolant temperature, and low coolant level. Shutdown system shall include automatic override.

4.4.3 FUEL SYSTEM: To be a minimum 30 gallon fuel tank. Include fuel/water separator and fuel filter. Shall have a minimum 4 gallon DEF tank.

4.4.4 TRANSMISSION: Unit shall have an Aisin A465 electronic 6-speed minimum or proven equal automatic transmission.

4.4.5 STEERING: Single power steering, cruise control, tilt, turn signals and all other controls necessary for operation.

4.4.6 BRAKES: Dual circuit power assisted hydraulic, disc front, self-adjust drum rear, anti-lock brake system.

4.4.7 WHEELBASE: Wheelbase to be a minimum of 150" inches.

4.4.8 ELECTRICAL: 12 volt system with two maintenance free batteries that provide at least 1850 CCA. 160 Amp alternator minimum to be provided.

4.4.9 TIRES AND WHEELS: **Tires (2-front, 4-rear)** - 225/70R-19.5F. Loose wheel stud/lug indicators, color orange shall be installed on all wheels.

4.4.10 CAB: OEM air conditioning, heat, and defrost is required. Vinyl or heavy duty cloth seat covers and seat belts are required. OEM tinted windows all around Dual sun visors, dome light, 12 volt power outlet, dual west coast power controlled and heated mirrors with convex mirrors, power windows, power door locks, grab handle on both sides of chassis, 2-speed windshield wipers and washer. Minimum AM/FM radio shall to be provided. Include speedometer, tachometer, oil pressure, water temperature air pressure for brakes, voltmeter, fuel gauge and transmission temperature. Include engine hour meter. Door and ignition locks to be keyed alike. Unit is to be equipped with a DOT triangle warning kit, fire extinguisher, electronic backup alarm and tow hooks. Cab and Sweeper to be painted White

SPECIFICATIONS - SWEEPER BODY:

4.4.11 POWER UNIT: Liquid cooled, 4 cylinder, Tier 4i. 56 HP @ 2,600 RPM with a 121 ft / lb net torque Engine to be equipped with full flow spin-on oil filter, fuel water separator and fuel filter. Wet sleeve type cylinder construction is required. A 12-Volt electrical system with a minimum 65 amp alternator is required. Injector pump shall have centrifugal type variable speed governor for speed control. Sweeper auxiliary engine to share the fuel tank and batteries with chassis engine. Unit shall have an automatic shutdown system when coolant temperature is too high, coolant level is too low, or oil pressure is too low.

4.4.12 DUST SEPERATOR: Cyclonic, multi-pass, centrifugal separation. Size to be a minimum 18.5" x 22.5" and shall be adjacent to or inside of hopper. Particulate removal piece shall be installed. The dust separator shall be designed so that it will not plug with normally encountered debris. The dust separator shall include cleanout door for inspection and cleaning.

4.4.13 HOPPER: The hopper volumetric capacity shall not be less than 4 cubic yards. Hopper will be constructed of a welded steel plate with a dump door size of a minimum 74" x 35". Dumping shall be accomplished by means of hydraulic actuated cylinders or by a tilting type hopper. The hopper dump door to be opened/ closed and locked hydraulically. Hopper dump height not to exceed 72". Hopper shall be airtight through the use of rubber seals on all doors and openings. Include two work lights (LED) at rear of hopper to illuminate the dump area. Include amber LED strobe light with limb guards mounted on the top of the cab. Include two rear high mounted LED yellow or amber flashing lights. Include an LED arrow stick, Whelen TACF85LH or approved equal directing traffic left, right or both be mounted on the rear of the sweeper in line of approaching traffic from the rear. Controls shall be mounted inside of the truck cab.

4.4.14 HYDRAULICS: Hydraulic power shall be used to operate all broom rotation and lifting functions. A gear driven pump with 13 gallon tank with spin-on filters and includes tank level indicator and temperature indicator are mandatory. A 12 Volt DC auxiliary hydraulic system shall be provided which may be used to operate all hydraulic functions without starting the auxiliary engine.

4.4.15 BLOWER: A heavy duty steel or aluminum turbine type blower that is balanced to within 4 grams shall be provided to create air pressure and suction.

4.4.16 PICK UP HEAD: Pick-up head front curtain lifter or approved equal shall be furnished to provide the pick-up head the ability to sweep large volumes of light debris such as leaves, grass, paper, etc. without causing excessive debris accumulation at the pick-up head inlet. It shall be an independent, mechanical system that is hydraulically, electrically, pneumatically or by vacuum controlled with a switch within the cab of the sweeper.

4.4.17 GUTTER BROOM: A single gutter broom is required for the left and right side of unit. Minimum 36" diameter, wire filled vertical digger type gutter brooms for removing debris from gutter area. The gutter broom to be hydraulic motor driven and shall be positioned laterally and vertically by a hydraulics or pneumatics. The gutter broom shall have an adjustment to allow downward compensation for bristle contact, pattern, and wear and shall be full floating to follow street contour. The gutter broom shall be variable speed control for optimum sweeper performance and operator control. The gutter broom shall have an all directions integral anti-damage "swing away" relief valve. All controls for gutter broom to be located in cab. The right side gutter broom shall have a tilt control.

4.4.18 DUST CONTROL WATER SYSTEM: Water tank to minimum of 130 gallon and built from polyethylene for strength and corrosion resistance. Water system to have cleanable filter located between tank and water pump. An in-cab low water indicator shall be provided. A minimum 25 foot long fire hydrant fill hose shall be provided with 2.5" NST coupling to fill water tank. A minimum 2 inch air gap shall be provided between water fill tube and water tank. Hydrant hose shall include a hydrant wrench and hose storage rack. Water spray nozzles to be located at the pickup head and inside the hopper. The unit will include hopper deluge with conical nozzles to facilitate a quick cleanout. A high pressure/low volume wash down system shall be supplied and shall include a 25 foot high pressure hose, belt or hydraulically driven pump and hand wand with a 36" lance. System shall be a minimum of 1500 psi with minimum 3 GPM.

4.4.19 OPERATING CONTROLS: All controls for auxiliary engine, gutter brooms, water systems, lights, dump system to be mounted in cab. All gauges and switches to be lighted.

4.4.20 Camera: one (1) rear vision camera/color and one (1) under cab sweeper head camera/color flat screen monitor system shall be mounted at the rear of the unit and under the cab viewing the sweeper head with the monitor mounted inside the truck cab and visible from each operator station.

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

Change Orders.

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

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

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

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

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

Insurance.

Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department-Purchasing Division, which shall be clearly labeled "Purchase of Regenerative Air Street Sweeper" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Finance Department-Purchasing Division. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

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

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

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $500,000/$500,000/$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage $100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Incorporation of Attachments.

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

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

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

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

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

Invoicing and Payment.

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

Information Required On Invoice.

All invoices must be in a form and content approved by the City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the

quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

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

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

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

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

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

Change Orders. In order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract.

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished may be approved by the Director, provided that such change orders:

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

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

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

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

Termination.

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

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

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

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

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

INDEMNIFICATION.

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, it s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

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

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

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

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to the City at their respective offices, at all reasonable times and as often as City may deem

necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

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

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

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

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

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

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

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

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

contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

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

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

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

007 - SIGNATURE PAGE

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

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

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

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

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

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

Bidder Information:

Please Print or Type:

Vendor ID No.:	V1002837
Signer's Name:	JACK CURTIS
Name of Business:	INDUSTRIAL DISPOSAL SUPPLY
Street Address:	1106 PAULSUN
City, State, Zip Code:	SAN ANTONIO, TEXAS 78219
Email Address:	jcurtis@idsequip.com
Telephone No.:	210.227.3441
Fax No.:	210.227.4424
City's Solicitation No.:	6100006847

Signature of Person Authorized to Sign Bid

008 - STANDARD DEFINITIONS

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

All-or-None Bid - an invitation to bid in which the City will award the entire contract to one bidder only.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment A
11/16/2015

Local Preference Program (LPP) Ordinance

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

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

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

ITEMS PRICING

ITEM	QUANTITY	DESCRIPTION
1	2 Each	**Turnkey Regenerative Air Sweeper with Dual Operator Steering Controls Mounted on a Conventional Truck Cab & Chassis, Minimum 33,000 GVWR Single Axle**

PRICE EACH: $ 162,787.00

TOTAL: $ $325,574.00

YEAR, MAKE & MODEL of CAB & CHASSIS:

2017 INTERNATIONAL 4300 ISB

CAB & CHASSIS WARRANTY:

2 YEARS, UNLIMITED MILAGE

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

CUMMINS 200 HP @ 2400 RPM, TORQUE 520@1600

ENGINE WARRANTY:

2 YEARS, UNLIMITED MILAGE

TRANSMISSION OFFERED:

ALLISON 2500 RDS

TRANSMISSION WARRANTY:

3 YEARS, UNLIMITED MILAGE

CAB & CHASSIS WARRANTY SERVICE PROVIDER NAME:

SANTEX INTERNATIONAL

CAB & CHASSIS WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

1380 ACKERMAN ROAD

SAN ANTONIO, TEXAS 78219

YEAR, MAKE & MODEL of SWEEPER BODY:

2016 TYMCO MODEL 600 REGENERATIVE AIR SWEEPER

SWEEPER BODY WARRANTY:

1 YEAR, 1000 HOURS

SWEEPER BODY WARRANTY SERVICE PROVIDER NAME:

INDUSTRIAL DISPOSAL SUPPLY

SWEEPER BODY WARRANTY FACILITY ADDRESS:

1106 PAULSUN

SAN ANTONIO, TEXAS 78219

DELIVERY WILL BE MADE WITHIN 150 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: SEPTEMBER 30,2016

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: SEPTEMBER 30, 2016

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

ITEM	QUANTITY	DESCRIPTION
2	4	**Regenerative Air Sweeper Mounted on a Cab Over Truck Cab & Chassis, Minimum 17,950 GVWR Single Axle**

PRICE EACH: $ 106,305.00

TOTAL: $ 425,220.00

YEAR, MAKE & MODEL of CAB & CHASSIS:

2016 ISUZU NQR

CAB & CHASSIS WARRANTY:

36 MONTHS, UNLIMITED MILAGE

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

ISUZU MODEL 4HK1-TC/317CID

ENGINE WARRANTY:

36 MONTHS, UNLIMITED MILAGE

TRANSMISSION OFFERED:

AISIN A465

TRANSMISSION WARRANTY:

36 MONTHS, UNLIMITED MILAGE

CAB & CHASSIS WARRANTY SERVICE PROVIDER NAME:

SANTEX ISUZU TRUCKS

CAB & CHASSIS WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

1380 ACKERMAN ROAD

SAN ANTONIO, TEXAS 78219

YEAR, MAKE & MODEL of SWEEPER BODY:

2016 TYMCO MODEL 435 REGENERATIVE AIR SWEEPER

SWEEPER BODY WARRANTY:

1 YEAR

SWEEPER BODY WARRANTY SERVICE PROVIDER NAME:

INDUSTRIAL DISPOSAL SUPPLY

SWEEPER BODY WARRANTY FACILITY ADDRESS:

1106 PAULSUN

SAN ANTONIO, TEXAS 78219

DELIVERY WILL BE MADE WITHIN 90 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: SEPTEMBER 30, 2016

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: SEPTEMBER 30, 2016

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

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

THANK YOU, LD McGARITY

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

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

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

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

Definitions.

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

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

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

The program uses the below definition of joint venture.

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

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

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

INSTRUCTIONS

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

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

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

SOLICITATION NAME/NUMBER: REGENERATIVE AIR SWEEPERS #6100006847

Name of Respondent: INDUSTRIAL DISPOSAL SUPPLY		
Physical Address: 1106 PAULSUN		
City, State, Zip Code: SAN ANTONIO, TEXAS 78219		
Phone Number: 210.227.3441		
Email Address: jcurtis@idsequip.com		
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes	No
Name of **SUBCONTRACTOR** Veteran-Owned Small Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is **SUBCONTRACTOR** certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is **SUBCONTRACTOR** certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified **SUBCONTRACTOR** as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount		

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

BIDDER/RESPONDENT'S FULL NAME:

JACK CURTIS

(Print Name) Authorized Representative of Bidder/Respondent

(Signature) Authorized Representative of Bidder/Respondent

PRESIDENT

Title

DECEMBER 4, 2015

Date

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

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

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

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

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

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

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

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

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

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

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

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

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

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

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

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

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

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

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

STATE BIDDER'S / RESPONDENT'S PERCENTAGE OF OWNERSHIP IN THE JOINT VENTURE: 0 %

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

SOLICITATION NAME/NUMBER: REGENERATIVE AIR SWEEPERS #6100006847

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

Name of Business: INDUSTRIAL DISPOSAL SUPPLY		
Physical Address: 1106 PAULSUN		
City, State, Zip Code: SAN ANTONIO, TEXAS 78219		
Phone Number: 210.227.3441		
Email Address: jcurtis@idsequip.com		
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent: 27		
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	Yes	No
Has the business been headquartered in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	No
If the answers to the questions above are "Yes", stop here. If the answer to either of the above questions is "No", provide responses to the following questions:		

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

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

Name of Business: INDUSTRIAL DISPOSAL SUPPLY		
Physical Address: 1106 PAULSUN		
City, State, Zip Code: SAN ANTONIO, TEXAS 78219		
Phone Number: 210.227.3441		
Email Address: jcurtis@idsequip.com		
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent in the local office: 9		
Is the business located in the incorporated San Antonio city limits? (circle one)	Yes	No
Has the business been located in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one)	Yes	No

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

BIDDER'S / RESPONDENT'S FULL NAME:

JACK CURTIS

(Print Name) Authorized Representative of Bidder / Respondent

(Signature) Authorized Representative of Bidder / Respondent

PRESIDENT

Title

DECEMBER 4, 2015

Date

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

City of San Antonio

ADDENDUM I

SUBJECT: Formal Invitation for Bid (IFB) 6100006847 PURCHASE OF REGENERATIVE AIR STREET SWEEPERS scheduled to open Friday, December 4, 2015 date of issue November 16, 2015.

DATE: November 17, 2015

THE ABOVE MENTIONED INVITATION FOR BID (IFB) IS HEREBY AMENDED AS FOLLOWS:

1. **THE INVITATION FOR BID OPENING DATE REMAINS FRIDAY, DECEMBER 4, 2015, 2:00 p.m. CENTRAL TIME.**

2. Pre-Submittal TIME CHANGE/CORRECTION:

   Pre-Submittal conference will be held on NOVEMBER 20, 2015 at 10:30 A.M. Central Time at the FLEET TRAINING ROOM, 329 S. FRIO ST., SAN ANTONIO, TX 78207

Paul J. Calapa
Purchasing Administrator
Finance Department, Purchasing Division

City of San Antonio

ADDENDUM II

SUBJECT: Formal Invitation For Bid (IFB) 6100006847 PURCHASE OF REGENERATIVE AIR STREET SWEEPERS scheduled to open Friday, December 4, 2015 date of issue November 16, 2015.

DATE: November 25, 2015

THE ABOVE MENTIONED INVITATION FOR BID (IFB) IS HEREBY AMENDED AS FOLLOWS:

1. **THE INVITATION FOR BID OPENING DATE REMAINS FRIDAY, DECEMBER 4, 2015, 2:00 p.m. CENTRAL TIME.**

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

4.1 **SCOPE:** The City of San Antonio is soliciting bids for a contract to provide 2 turnkey regenerative air street sweepers with dual operator steering controls mounted on a conventional truck cab & chassis, minimum 33,000 GVWR and 4 turnkey regenerative air sweeper mounted on a cab over truck cab & chassis, minimum 17,950 GVWR in accordance with the Building and Equipment specifications listed herein. This equipment will be utilized by Transportation and Capital Improvements Department for street sweeping services and debris maintenance across the City.

Changed to read:

4.2.4 Equipment Manuals – Successful bidder shall furnish 4 set of operator manuals covering all major components of the vehicle for each model delivered for the Cab and Chassis and each model delivered for the Sweeper Body. Successful bidder shall also provide 2 complete sets of repair and parts manuals or CDs for each model delivered, to include all major components, or prepaid 8-year subscription to manufacturer's maintenance/parts web site at no cost to the City. If, applicable, successful bidder shall provide a minimum 2 diagnostic software licenses and or software updates if diagnostic software is already currently being used by the City for a minimum 5 years after date of delivery. Real time online access is also acceptable.

4.3	ITEM	QUANTITY	DESCRIPTION
	1	2 Each	**Turnkey Regenerative Air Sweeper with Dual Operator Steering Controls Mounted on a Conventional Truck Cab & Chassis, Minimum 33,000 GVWR Single Axle**

Changed to read:

4.3.2 ENGINE: Engine shall be a turbo-charged diesel engine with a minimum displacement of 409 cubic inches. Horse power shall be a minimum of 200hp at 2300 RPM, with a minimum torque rating of 520 LB/FT at 1600 RPM. Oil filter shall be full-flow, spin on type. Include a two stage, heavy duty dual element dry-type air cleaner with restriction indicator. Engine shall have an automatic shutdown with 30 second delay and warning light and buzzer for low engine oil, high coolant temperature, and low coolant level. Shutdown system shall include automatic override.

Changed to read:

4.3.6 AXLES: The front axle to be a minimum of 10,000 lbs with a minimum of 12,000 lbs suspension and include shock absorbers. Rear axle to be minimum 21,000 lbs with leaf spring suspension or proven equal of at least 21,000 lbs.

Changed to read:

4.3.7 BRAKES: Service brakes to be a full air with 18.7 CFM air compressor with auto slack adjusters front and rear. Four (4) - channel anti-lock brake system shall be provided. Dust shields on the front and rear with outboard drums are to be included. Front brakes to be minimum 15"X4", Rear minimum 16.5"x7". All air reserves to be equipped with automatic drain valves and unit shall be equipped with a spring set, air release parking brake.

Changed to read:

4.3.11 CAB: OEM air conditioning, heat, and defrost is required. Cab shall have dual driver positions equipped with air high back adjustable seats with lumbar support. Vinyl seat covers and seat belts are required. OEM tinted windows all around Dual sun visors, dome light, 12 volt power outlet, dual west coast power controlled and heated mirrors with convex mirrors, power windows, power door locks, grab handle on both sides of chassis, 2-speed windshield wipers and washer. Minimum AM/FM radio shall to be provided. Chassis shall have air horn. Include speedometer, tachometer, oil pressure, water temperature air pressure for brakes, voltmeter, fuel gauge and transmission temperature at both driving positions. Include engine hour meter. Door and ignition locks to be keyed alike. Unit is to be equipped with a DOT triangle warning kit, fire extinguisher, electronic backup alarm and tow hooks or tow pins. Left and Right convex fender mirrors.

Changed to read:

4.3.20 DUST CONTROL WATER SYSTEM: Water tank to minimum of 220 gallon and built from polyethylene for strength and corrosion resistance. Water system to have cleanable filter located between tank and water pump. Water spray to be supplied by an electric or belt driven pump that will automatically disengage when the water supply is depleted. An in-cab low water indicator shall be provided. A minimum 25 foot long fire hydrant fill hose shall be provided with 2.5" NST coupling to fill water tank. A minimum 2 inch air gap shall be provided between water fill tube and water tank. Hydrant hose shall include a hydrant wrench and hose storage rack, water spray nozzle to be located at the pickup head, inside the hopper deluge with conical nozzles to facilitate a quick cleanout. Deluge system shall be mounted on the inside of the rear door of the sweeper. A high pressure/low volume wash down system shall be supplied and shall include a 25 foot high pressure hose, belt or hydraulically driven pump and hand wand with a 36" lance. System shall be a minimum of 1500 psi with minimum 3GPM.

Changed to read:

4.3.22 Camera: one (1) rear vision camera/color and one (1) under cab sweeper head camera/color flat screen monitor system shall be mounted at the rear of the unit and under the cab viewing the sweeper head with the monitor mounted inside the truck cab and visible from each operator station.

Changed to read:

4.4	ITEM	QUANTITY	DESCRIPTION
	2	4	**Regenerative Air Sweeper Mounted on a Cab Over Truck Cab & Chassis, Minimum 17,950 GVWR Single Axle**

Changed to read:

4.4.4 TRANSMISSION: Unit shall have an Aisin A465 electronic 6-speed minimum or proven equal automatic transmission.

Changed to read:

4.4.5 STEERING: Single power steering, cruise control, tilt, turn signals and all other controls necessary for operation.

Changed to read:

4.4.10 CAB: OEM air conditioning, heat, and defrost is required. Vinyl or heavy duty cloth seat covers and seat belts are required. OEM tinted windows all around Dual sun visors, dome light, 12 volt power outlet, dual west coast power controlled and heated mirrors with convex mirrors, power windows, power door locks, grab handle on both sides of chassis, 2-speed windshield wipers and washer. Minimum AM/FM radio shall to be provided. Include speedometer, tachometer, oil pressure, water temperature air pressure for brakes, voltmeter, fuel gauge and transmission temperature. Include engine hour meter. Door and ignition locks to be keyed alike. Unit is to be equipped with a DOT triangle warning kit, fire extinguisher, electronic backup alarm and tow hooks. Cab and Sweeper to be painted White.

Changed to read:

4.4.12 DUST SEPERATOR: Cyclonic, multi-pass, centrifugal separation. Size to be a minimum 18.5" x 22.5" and shall be adjacent to or inside of hopper. Particulate removal piece shall be installed. The dust separator shall be designed so that it will not plug with normally encountered debris. The dust separator shall include cleanout door for inspection and cleaning.

Changed to read:

4.4.13 HOPPER: The hopper volumetric capacity shall not be less than 4 cubic yards. Hopper will be constructed of a welded steel plate with a dump door size of a minimum 74" x 35". Dumping shall be accomplished by means of hydraulic actuated cylinders or by a tilting type hopper. The hopper dump door to be opened/ closed and locked hydraulically. Hopper dump height not to exceed 72". Hopper shall be airtight through the use of rubber seals on all doors and openings. Include two work lights (LED) at rear of hopper to illuminate the dump area. Include amber LED strobe light with limb guards mounted on the top of the cab. Include two rear high mounted LED yellow or amber flashing lights. Include an LED

arrow stick, Whelen TACF85LH or approved equal directing traffic left, right or both be mounted on the rear of the sweeper in line of approaching traffic from the rear. Controls shall be mounted inside of the truck cab.

Changed to read:

4.4.17 GUTTER BROOM: A single gutter broom is required for the left and right side of unit. Minimum 36" diameter, wire filled vertical digger type gutter brooms for removing debris from gutter area. The gutter broom to be hydraulic motor driven and shall be positioned laterally and vertically by a hydraulics or pneumatics. The gutter broom shall have an adjustment to allow downward compensation for bristle contact, pattern, and wear and shall be full floating to follow street contour. The gutter broom shall be variable speed control for optimum sweeper performance and operator control. The gutter broom shall have an all directions integral anti-damage "swing away" relief valve. All controls for gutter broom to be located in cab. The right side gutter broom shall have a tilt control.

Changed to read:

4.4.18 DUST CONTROL WATER SYSTEM: Water tank to minimum of 130 gallon and built from polyethylene for strength and corrosion resistance. Water system to have cleanable filter located between tank and water pump. An in-cab low water indicator shall be provided. A minimum 25 foot long fire hydrant fill hose shall be provided with 2.5" NST coupling to fill water tank. A minimum 2 inch air gap shall be provided between water fill tube and water tank. Hydrant hose shall include a hydrant wrench and hose storage rack. Water spray nozzles to be located at the pickup head and inside the hopper. The unit will include hopper deluge with conical nozzles to facilitate a quick cleanout. A high pressure/low volume wash down system shall be supplied and shall include a 25 foot high pressure hose, belt or hydraulically driven pump and hand wand with a 36" lance. System shall be a minimum of 1500 psi with minimum 3 GPM.

Changed to read:

4.4.19 OPERATING CONTROLS: All controls for auxiliary engine, gutter brooms, water systems, lights, dump system to be mounted in cab. All gauges and switches to be lighted.

Changed to read:

4.4.20 Camera: one (1) rear vision camera/color and one (1) under cab sweeper head camera/color flat screen monitor system shall be mounted at the rear of the unit and under the cab viewing the sweeper head with the monitor mounted inside the truck cab and visible from each operator station.

PRICE SCHEDULE DESCRIPTION

Changed to read:

ITEM	QUANTITY	DESCRIPTION
2	4	Regenerative Air Sweeper Mounted on a Cab Over Truck Cab & Chassis, Minimum 17,950 GVWR Single Axle

Paul J. Calapa
Purchasing Administrator
Finance Department, Purchasing Division

Date: DECEMBER 4, 2015

Company Name: INDUSTRIAL DISPOSAL SUPPLY

Address: 1106 PAULSUN

City/State/Zip Code: SAN ANTONIO, TEXAS 78219

Signature

City of San Antonio

ADDENDUM III

SUBJECT: Formal Invitation For Bid (IFB) 6100006847 PURCHASE OF REGENERATIVE AIR STREET SWEEPERS scheduled to open Friday, December 4, 2015 date of issue November 16, 2015.

DATE: December 2, 2015

THE ABOVE MENTIONED INVITATION FOR BID (IFB) IS HEREBY AMENDED AS FOLLOWS:

1. **THE INVITATION FOR BID OPENING DATE REMAINS FRIDAY, DECEMBER 4, 2015, 2:00 p.m. CENTRAL TIME.**

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

4.4	ITEM	QUANTITY	DESCRIPTION
	2	4	**Regenerative Air Sweeper Mounted on a Cab Over Truck Cab & Chassis, Minimum 17,950 GVWR Single Axle**

Changed to read:

4.4.8 ELECTRICAL: 12 volt system with two maintenance free batteries that provide at least 1500 CCA and 110 Amp alternator minimum to be provided.

Paul J. Calapa
Purchasing Administrator
Finance Department, Purchasing Division

Exhibit II

City of San Antonio

CONTRACT NAME:	PURCHASE OF REGENERATIVE AIR STREET SWEEPERS
CONTRACT NUMBER:	6100006847
VENDOR NAME:	Industrial Disposal Supply Company, LTD.
VENDOR ADDRESS:	1106 Paulsun, San Antonio, TX 78219
ATTN:	Jack Curtis
CHANGE ORDER NUMBER:	1
DATE ISSUED:	December 21, 2015
EFFECTIVE DATE OF CHANGE ORDER:	December 21, 2015

The City of San Antonio ("City") hereby issues this change order to the above referenced contract pursuant to Texas Local Government Code §252.048, and Ordinance No. 2012-12-13-0975 passed and approved December 13, 2012. This contract is hereby amended as follows:

1. CHANGE ORDER

Invitation For Bids (IFB) Document Section 004 - SPECIFICATIONS / SCOPE OF SERVICES and PRICE SCHEDULE are hereby revised to reflect an increased quantity of Item 1, Turnkey Regenerative Air Sweeper with Dual Operator Steering Controls Mounted on a Conventional Truck Cab & Chassis, Minimum 33,000 GVWR Single Axle, from 2 units to a total of 3 units.

2. PROVISIONS REMAIN IN EFFECT

All other terms, conditions, covenants and provisions of the above referenced contract, as previously amended, not specifically mentioned herein and revised by this document, are retained in their entirety, unchanged, and remain in full force in effect for the duration of said contract, and any renewals thereof.

3. ENTIRE AGREEMENT

This contract, as amended, embodies the complete agreement of the parties hereto with regard to the subject matter contained herein, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein.

Printed Name: Norbert Dziuk
Title: Assistant to the Director.

This change order is part of the contract. Please acknowledge your receipt of this change order by having it signed by an authorized representative. Please return this change order to the Finance Department, Purchasing Division at the address above, or hand deliver to 111 Soledad, 11th Floor, San Antonio, TX 78205.

Person authorized to sign on Behalf of Contractor: