LOC/jlm
9/3/15
Item No. 6

AN ORDINANCE 2015-09-03-0734

ACCEPTING THE BID FROM GRANDE TRUCK CENTER TO PROVIDE THE SOLID WASTE MANAGEMENT DEPARTMENT WITH TWO LUBRICATION TRUCKS FOR A TOTAL COST OF $347,212.00, FUNDED FROM THE EQUIPMENT RENEWAL AND REPLACEMENT FUND.

* * * * *

WHEREAS, bids were submitted to provide the City of San Antonio Solid Waste Management Department with two lubrication trucks; and

WHEREAS, the bid submitted by Niece Equipment, LP failed to meet the City's specifications and/or requirements; and

WHEREAS, Grande Truck Center was the low responsive bidder for a cost of $347,212.00; **NOW THEREFORE**:

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

SECTION 1. The low, responsive bid from Grande Truck Center to provide the City of San Antonio Solid Waste Management Department with two lubrication trucks for a cost of $347,212.00 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. It has been found and declared that the low bid from Niece Equipment, LP failed to meet the City's specifications and/or requirements.

SECTION 3. Funding in the amount of $347,212.00 for this ordinance is available in Fund 72001000, Cost Center 3503200001 and General Ledger 5501055, as part of the Fiscal Year 2015 Budget. Payment not to exceed the budgeted amount is authorized to Grande Truck Center and should be encumbered with a purchase order.

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

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

PASSED AND APPROVED this 3rd day of September, 2015.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda, Acting City Attorney

Agenda Item:	**6 (in consent vote: 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 18, 19, 20)**
Date:	09/03/2015
Time:	09:20:53 AM
Vote Type:	Motion to Approve
Description:	An Ordinance accepting the bid from Grande Truck Center to provide the Solid Waste Management Department with two Lubrication Trucks for a total cost of $347,212.00, funded from the Equipment Renewal and Replacement Fund. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]
Result:	Passed

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

City of San Antonio Bid Tabulation

EXHIBIT I

Opened:	March 6, 2015		Local Bid 1	Non-Local	Local
For:	Purchase of Lubrication Trucks		Grande Truck Center	Niece Equipment LP	Doggett Freightliner of South Texas, LLC
6100005632		LD	4562 IH-10 East	3039 Hwy 71 East	8700 IH 10 East
Item	Description	Quantity	San Antonio, TX 78219 210-666-7112	Del Valle, TX 78617	Converse, TX 78109
				NAS	
1	Deleted				
2	Cab and Chassis, 35,000 GVWR Lbs. Truck with Lubrication Body Mounted	2			
	Price Each:		$173,606.00	$169,000.00	$232,467.00
	Total:		$347,212.00	$338,000.00	$464,934.00
	Year, Make & Model of Cab & Chassis Offered:		2016 Western Star 4700 SF	2016 Freightliner M2-106	2016 Freightliner M2-106
	Cab & Chassis Warranty:		12 months or 100,000 miles	Cab 5 Year Unlimited/Chassis Basic 2 Year Unlimited	2 yrs - unlimited miles
	Specific Make & Model of Engine Offered (Include SAE Net HP):		Cummins ISL 8.9L 260HP 720 Ft Torque	Cummins ISB 6.7L 250HP SAE @ 2300RPM	Cummins ISB - 250HP - 660Tq
	Engine Warranty:		2 years or 250,000	2 -Year Unlimited	2 yrs - unlimited miles
	Transmission Offered:		Allison 3500 6 Speed	Allison 3500 RDS Automatic	Allison 3500 RDS
	Transmission Warranty:		36 months	2 -Year Unlimited	5 yrs - unlimited miles
	Cab & Chassis Warranty Service Provider Name:		Grande Truck Center	Doggett Freightliner, 8700 I 10 Frontage Rd., Converse TX 78109	Doggett Freightliner of South Texas
	Cab & Chassis Warranty Facility Address:		4562 HI 10 East, San Antonio, TX 78219	Daimler Truck Plant, 11550 Statesville Blvd., Cleveland. NC 27013	8700 IH 10 East, Converse, TX 78109
	Lubrication Body Warranty		12 months	1 Year Unlimited	1 yr - unlimited miles
	Lubrication Body Warranty Service Provider Name:		Reliance Truck	Niece Equipment LP	Cobalt Truck Equipment - IMT Site Star
	Lubrication Body Warranty Facility Address:		7200 S. W. W. White, San Antonio, TX 78222	3039 Hwy 71 East, Del Valle, TX 78617	11218 IH 10 East, Converse, TX 78109
	Production Cut-off Date:		June 30th	June 1, 2015	12/31/2015
	Last day order can be placed without missing cut-off date:		June 30th	June 1, 2015	10/31/2015
	Can bidder provide bid items after cut-off date:		No	Yes	Yes
	Delivery		160-220 Days	240 Days	150- 240 Days
	Payment Terms		Net 30	1%, 14 Day	Net 30
	Total:		$347,212.00	$338,000.00	$464,934.00
	Total Award:		**$347,212.00**		

Item 1: was deleted and will be rebid at a later date.

CITY OF SAN ANTONIO

PURCHASING AND GENERAL SERVICES DEPARTMENT

FORMAL INVITATION FOR BID ("IFB") NO.: 6100005632

PURCHASE OF AERIAL BUCKET AND LUBRICATION TRUCKS

Date Issued: FEBRUARY 18, 2015

BIDS MUST BE RECEIVED **NO LATER** THAN:
2:00 PM MARCH 06, 2015 CENTRAL TIME

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

ORIGINAL

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 AERIAL AND LUBRICATION TRUCKS"

Bid Due Date: 2:00 p.m., MARCH 06, 2015 (CT)

Bid No.: 6100005632

Bidder's Name and Address

Bid Bond: Performance Bond: Payment Bond: Other:

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 FEBRUARY 24, 2015 at 2:00 (PM) at BUILDING & EQUIPMENT, FLEET TRAINIG ROOM, 329 S. FRIO, SAN ANATONIO, 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

SBEDA Contact Information: 210-207-3900,

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003 - INSTRUCTIONS FOR BIDDERS

Submission of Bids.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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. (CT) 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.

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.1 **SCOPE:** The City of San Antonio is soliciting bids for a contract to provide five turnkey Aerial Bucket Trucks and two turnkey Trucks with a Lubrication Body accordance with the Building and Equipment Services Department specifications listed herein. This equipment will be utilized by Transportation and Capital Improvements and the Solid Waste Management departments.

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

4.2.1 Equipment shall be manufacturer's latest design, standard production model and shall have been manufactured within the last 12 months from the date of delivery to City. All components shall be installed new, unused, and shall be manufacturer's standard equipment unless otherwise specified or replaced herein. Equipment is to be inspected, serviced, and adjusted in accordance with manufacturer's recommended pre-delivery checklist, and ready for operation upon delivery. Manufacturer's Statement of Origin (MSO) showing manufacture within the last 12 calendar months, and completed pre-delivery checklists will be required at delivery. Equipment offered under the below listed specifications will be considered unacceptable if, for any reason, the equipment's, or major component's, long term availability on the U.S. market, or in the local area, is in doubt. 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 2500 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 Successful bidder to furnish two (2) complete sets of service manuals that describe in detail the proper operation and maintenance of the equipment furnished under the contract. The manuals will contain a current and complete parts for re-ordering, and the equipment actually furnished under this contract will be highlighted to identify exact part and model numbers for each component.

4.3.5 Training - The Contractor will fully instruct the Owners personnel in the operation of the equipment furnished, after delivery, at no additional cost to the Owner. The instruction period will be of sufficient duration (minimum one day) to fully familiarize the Owners operating personnel with all elements of the equipment, and the appropriate maintenance of the equipment and related parts. This instruction and testing will be conducted by trained personnel of the Contractor and will include full instruction in equipment operation, field procedures, techniques of use, maintenance, troubleshooting, and recording and logging of field information. All training will be completed at a time mutually agreed to by the parties, and no later than one week after delivery at a location determined by City. Contractor shall furnish all materials needed to complete the training.

4.3.6 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.

4.3.7 DELETED

4.3.8 Under this bid the left and right side is determined by sitting in the operator seat.

4.2.9 No dealership nameplates, markings or decals will be permitted on the vehicles.

4.2.10 All units must be delivered to the City in a ready for service condition.

4.3	ITEM	QUANTITY	DESCRIPTION
	1	5 EACH	**Aerial Bucket Trucks, Aerial Lift and Service Body, 4x4 Cab/Chassis, 19,500 lbs. GVWR with 84" Cab to Axle, 6.7 liter V-8 Diesel Engine,**

2015 or newer completely assembled 4x4 Cab and Chassis Aerial Lift and Service Body.

CAB and CHASSIS - MINIMUM SPECIFICATIONS:

✓4.3.1 Engine – 6.7 liter V-8 diesel engine, with engine oil cooler.

✓4.3.2 Transmission – Minimum 6-speed automatic transmission, 4.88 limited slip axle,

✓4.3.3 GVWR – 4x4 cab/chassis, minimum 19,500 lbs. GVWR with 84 inch cab-to-axle minimum

✓4.3.4 Front Axle - Minimum 7,000 lbs. capacity with 7,000 lbs. springs.

✓4.3.5 Rear Axle - Minimum 13,000 lbs. capacity with 13,000 lbs. springs.

✓4.3.6 Shock Absorbers - Heavy duty double acting type, front and rear, in lieu of the manufacturer's regular duty shock absorbers.

✓4.3.7 Steering – Power steering system shall be the highest rated, heavy duty unit offered by the OEM. Equipped with tilt steering.

✓4.3.8 Brakes – Heavy duty, 4-wheel ABS, disc and trailer brake controller.

✓4.3.9 Fuel Tank – Minimum capacity 40 gallons.

✓4.3.10 Mirrors – OEM standard type inside. Outside, left and right, collapsible, below eye level type largest size available.

✓4.3.11 Wheels & Tires – Tires to meet or exceed minimum gross vehicle weight rating of vehicle, 225/70R X 19.5G maximum traction tread design with full size matching spare tire and wheel, dual rear wheels.

✓4.3.12 Maximum capacity engine cooling system offered by manufacturer.

✓ 4.3.13 Standard and common features, some related to safety and others to driver and passenger convenience, which are generally provided in a transit vehicle without customer stipulation shall be provided. Those features include but are not limited to adjustable instruments lighted, interior sun visors, exterior backup lights, multi-speed windshield wipers, windshield washers, coolant recovery system, etc.

✓ 4.3.14 All units to be equipped at the factory with air conditioning, full headliner, fresh air heater and defroster units, minimum radio AM/FM stereo with clock, power windows and door locks. All units to be equipped with steering column mounted gear selector unless otherwise specified. Door and ignition locks to be keyed alike. Each unit to have three (3) sets of keys.

✓ 4.3.15 Interior – Seats to be heavy duty vinyl split bench, seat belts for driver and 2 passengers. Floor to be rubber flooring.

✓ 4.3.16 Electrical - Minimum Alternator - 120 ampere rating or greater and a 650 amp 72 amp hour HD battery.

✓ 4.3.17 Instrument panel Include a minimum speedometer, odometer, tachometer, oil pressure, water temperature, voltmeter, fuel gauge, high beam headlight indicator, turn indicator lights and Flasher warning indicator light. Include engine hour meter. Unit is to be equipped with a DOT triangle warning kit and tow hooks

✓ 4.3.18 Color: OEM White

AERIAL AND SERVICE BODY - MINIMUM SPECIFICATIONS:

4.3.1.1 **LIFT:** These specifications are the minimum requirements for an insulated, 44' Telescoping and Articulating Electric Drive Aerial Device, insulated upper controls and tool ports. Any alternate bid or exception to the specifications must be stated in the bid. Failure to follow the format or answer the specifications may cause your bid to be disqualified.

4.3.1.2 The lift shall be insulated telescopic articulating design with 38' platform height minimum and 44' working height minimum

4.3.1.3 The platform capacity shall be a Minimum of 400 lbs.

4.3.1.4 **CONTROL SYSTEM:** The upper control shall be a multi-jointed handle and shall include a safety trigger on the handle. An emergency stop control will be included. Upper controls must include full dielectric isolation for operator protection. All upper control handles and tool ports must be dielectrically isolated and fully tested per ANSI 92.2 2009.

4.3.1.5 The lower control station is equipped with a selector valve to override the upper controls.

4.3.1.6 The hydraulic control valves are full pressure and full flow.

4.3.1.7 The power switch must be activated and the truck ignition must be in the "run" position in order for the lift to be operated. Start/stop controls must be located at the upper and lower control stations and integrated with the electric drive system controls. The system must be accessible from the upper or lower controls. The throttle control shall be multi-speed. The system must be accessible from the upper or lower controls and be integrated with the electric drive system. The electric drive system must operate at constant speed/flow and not require engine throttle.

4.3.1.8 **OUTER/INNER BOOM ASSEMBLY:** Equipped with an outer boom, telescopic inner boom, the telescoping inner boom shall extend and retract over sliding bearings located in the end of the lower booms. Plastic adjustable slide pads are not permitted. The hoses routed through the outer/inner boom assembly must be non-conductive and fully contained within the boom assembly.

4.3.1.9 The inner boom should not need to be removed to service the extension cylinder or sliding bearings.

4.3.1.10 Minimum Inner Boom Extension of 103 inches and 40 to 46 inch insulation gap when fully extended.

4.3.1.11 **LOWER BOOM ASSEMBLY:** As a minimum, the lower boom shall consist of an 8 in. x 10 in. steel section with a high strength fiberglass section. The assembly shall include a double acting cylinder with dual holding valves to allow the lower boom to articulate from horizontal to 87 degrees above horizontal. A compensation link shall form a parallelogram linkage to maintain the outer/inner boom assembly at a constant angle to the turret.

4.3.1.12 A stainless steel stud should be included at each end of the insert to shunt the system during electrical testing. The insert is tested per ANSI A92.2.

4.3.1.13 **TURRET/ROTATION:** As a minimum, the turret wings shall be a steel plate and designed for rigidity. A steel tube should be welded between the turret wings to support the boom cylinder and provide rigidity. The turret plate shall be machined flat to support the rotation bearing with a bearing cover to prevent foreign material from interfering with lift rotation.

4.3.1.14 **PEDESTAL:** The pedestal should be vertical weldment with an access opening on both sides. The hydraulic reservoir, hydraulic relief valve, hydraulic hoses, and emergency power DC motor and pump should be built integral to the pedestal weldment.

4.3.1.15 The desired platform size is 24 in. x 30 in. x 42 in. (.61m x .61m x 1.07m) closed fiberglass platform with one step and shall include a fitted liner and soft vinyl platform cover. Platform liner shall be tested and rated for 50 kV AC.

4.3.1.16 The basket must have a minimum safe working capacity of 400 lbs.

4.3.1.17 The platform must be end mounted with hydraulically leveled platform. The leveling system shall include a master/slave cylinder arrangement that can be actuated from the upper controls for cleanout or rescue with hydraulic leveling control at the lower control (turret) to aid in cleanout or rescue and a hydraulic platform rotator, operated by a control lever, that can rotate the platform 180 degrees from one side of the outer/inner boom assembly, across the end-hung position, to the other side of the outer/inner boom assembly.

4.3.1.18 **HYDRAULIC SYSTEM & ELECTRIC DRIVE:**
The open-center hydraulic system shall deliver a minimum 6 gpm at 3000 psi. Fluid level gages must be included. Hydraulic oil is included.

4.3.1.19 Primary hydraulic power should be provided by an Electric Drive System and integrated with aerial lift hydraulics and include programmable engine auto start and shut down. The 48 volt DC system should include four (4) absorbed glass matt (AGM) batteries, cables, fuses, and breakers, and an AC charging provision with weather proof connection at platform extension. A DC to DC converter system should be provided to charge the AGM batteries while engine is running. A battery charge level indicator gauge shall be included.

4.3.1.20 Secondary hydraulic power (6 gpm) should be provided by engine belt drive and pump system, and integrated with Electric Drive System and aerial lift hydraulics.

4.3.1.21 **GENERAL:** The complete unit is primed and painted with standard white urethane prior to assembly.

4.3.1.22 The high pressure hoses routed through the booms must be non-conductive hoses with swaged hose end fittings.

4.3.1.23 Dual pin retention is required. Pins are high strength alloy steel and chrome plated for a hard finish and corrosion resistance. Cylinder pins are held in place with torque seal marked bolts at one end and a pin cap bolted to the other end.

4.3.1.24 All critical fasteners should be torque seal marked for easy visual inspection.

4.3.1.25 **STABILIZATION:** System must include sub-frame mounted A-frame type outriggers with pivot feet, pilot operated check valves and a selector valve, provide sufficient for the equipment size.

MINIMUM BODY SPECIFICATIONS:

4.3.1.26 **BODY MATERIALS** - Main body to be fiberglass structure with smooth gelcoat finish. Compartment tops to be non-skid. Inner and outer door panels to be smooth gelcoat finish. Front bulkhead and rear skirt to be 3/16 in thick smooth aluminum. Door hinges to be stainless steel rod and socket. Body floor is aluminum tread plate.

4.3.1.27 **ACCESSORIES:**

A. Outrigger pad holders, one per side
B. Composite outrigger pads, (2) 18 in. x 18 in. x 1 in with grab handle rope
C. Back-up alarm
D. Mud flaps
E. Walking surfaces to be non-skid coating
F. Accessories/trim to be etch primed and automotive grade finish
G. Fire extinguisher,
H. Two (2) LED strobe lights in the front grill and
I. Two (2) LED strobe lights flush mounted on the rear of service body.

4.3.1.28 **STREET SIDE COMPARTMENTS** - 1st Vertical - 2 adjustable shelves and dividers on 6" centers. 2nd Vertical - 2 adjustable shelves and dividers on 6" centers. Horizontal - One removable shelf with dividers. Rear Vertical - 2 adjustable shelves and dividers on 6" centers. Hotstick shelf with drop down door at rear.

4.3.1.29 **CURB SIDE COMPARTMENTS** - 1st Vertical - 2 adjustable shelves and dividers on 6" centers. 2nd Vertical - Grip strut access steps with grab handle. Horizontal - One removable shelf with dividers. Rear Vertical - 7 fixed material hooks 2-3-2.

4.3.1.30 **TAIL SHELF** - Aluminum tread plate tail shelf 30" long x 94" wide x 6" high. Hinged lift-up lids with locking latches on tail. shelf for Electric Drive enclosure access. Electric Drive enclosures installed in tail shelf for component protection.

4.3.1.31 **REAR LIGHTING: REAR LIGHTING**
Light bar installed at rear of tail shelf. Mounted recessed rear lighting. Two stop/tail/turn, two side clearance, two rear clearance, three light center cluster, two clear backup lights.

4.3.1.32 **WARNING LIGHTS** - Include an LED arrow stick directing traffic left, right or both be mounted on the rear of the service body in line of approaching traffic from the rear. Controls shall be mounted inside of the truck cab.

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

4.4	ITEM	QUANTITY	DESCRIPTION
	2	2 EACH	**Cab and Chassis, 35,000 GVWR Lbs. Truck with Lubrication Body Mounted**

2015 or newer completely assembled Cab and Chassis with Mounted Lubrication Body.

4.4.1 ENGINE: Diesel, minimum 250 SAE net horsepower, and 560 ft. lbs. of torque at manufacturers recommended RPM, with engine oil cooler and full flow spin-on oil filter, dry type air filter. The engine shall be equipped with an automatic engine shutdown with alarm. Largest capacity radiator with automatic viscous fan clutch or on/off fan clutch.

4.4.2 TRANSMISSION: Allison 3500-RDS, or proven equal with external oil cooler in addition to radiator cooler, mounted in front of engine radiator and spin-on in-line filter Allison, or proven equal, with external oil cooler and spin-on in-line filter.

4.4.3 **GVWR**: Minimum 35,000 lbs.

4.4.4 **FRONT AXLE:** Minimum 12,000 lbs. capacity with 12,000 lbs. spring capacity.

4.4.5 **REAR AXLE:** Minimum 23,000 lbs. capacity with 23,000 lbs. spring capacity, equipped with hub piloted steel hubs, out- board mount type brake drums. Rear axle equipped with heavy duty springs plus auxiliary springs. Stemco or equal rear oil seals. Gear ratio will be determined by the best start ability and grade ability.

4.4.6 **BRAKES:** Air, Full power with automatic adjustment, 4-channel ABS with traction control, rear axle mounted parking brake. Quick connect coupling (Milton 747 or equal), connected to the emergency side of air system, to be located in a protected area near the front bumper.

4.4.7 **FUEL SYSTEM:** To be equipped with minimum capacity of 70 gallons. Right or left side tank mount. Fuel filtration system to include primary and secondary with water separator. Fuel filler neck is required to have a removable, full flow screen.

4.4.8 **WHEELS & TIRES** Front and rear wheel seals to be Stemco Wet, cast spoke wheels, minimum 8.25" rims with minimum 11R-22.5 (NO EXCEPTIONS), minimum load range H, tubeless steel belted radial tires. Front tires conventional tread. Rear dual application to be self-cleaning lug design. Truck will come equipped with a full size spare wheel and tire to match. Loose wheel stud/lug indicators, shall be installed on all wheels.

4.4.9 Maximum capacity engine cooling system offered by manufacturer.

4.4.10 **CAB**: Air ride suspension cab with running boards, tilt hood and fenders, left and right hand cab grab handles, and manufacturer's standard AM/FM radio with clock. Units to be factory equipped with installed OEM air conditioner, integral heater, defroster units, insulated cab headliner, multi-speed windshield wipers, windshield washers, standard left and right side sun visor, left and right outside mirrors motorized west coast type, right and left hand, heavy-duty, 6-inches x 16-inches split focus, breakaway type. Parabolic mirror installed on right front fender to provide view of obstacles on right side of truck from front bumper to rear wheels. Exterior backup lights. Unit shall have a 12-volt power plug, air horn, and power door locks and power windows. Driver seat to be bucket type, National Cush-n-Aire or equal. Passenger seat to be non-suspension seat. Side and rear windows will have factory OEM tinting. Door and ignition locks to be keyed alike. Each unit to have three (3) sets of keys. All units are to be keyed alike.

4.4.11 **EXHAUST SYSTEM**: Muffler, vertical exhaust pipe, heat cover/shield, rain cap or turnout, to be mounted to allow full utilization of cab-to-axle length.

4.4.12 **ELECTRICAL:** Minimum 1800 CCA (total) batteries and minimum 120 amp alternator.

4.4.13 **LIGHTING**: All necessary lighting to be LED, clearance lights, marker lights, reflectors, mud flaps (plain black), and mechanical back up alarm to be included must meet state inspection requirement. Four (4) high intensity corner strobe lights (WHELEN TIR-6, P/N 01-0663507A33B, SUPER-LED, 500 SERIES DIRECTIONAL WARNING LIGHT or proven equal) to be installed, two (2) in the front grill and two (2) flush mounted on the rear of vehicle. A 16" LED beacon light will be mounted on top of the lubrication body and wired to corner strobe lights. All strobe lights will operate from the OEM dash mounted toggle switch with no key in ignition.

4.4.14 **MISCELLANEOUS ITEMS:**

A. Two (2) front tow hooks installed on frame and strengthened sufficiently to pull truck.

B. Two (2) permanent and one (1) flip style placards on each side of truck.

C. Truck to be equipped with minimum two (2) static straps.

D. One (1) 2 ½ lb. DOT Certified A,B,&C fire extinguisher to be mounted in cab with proper identifying markings on outside of cab notating "Fire Extinguisher Inside".

E. One (1) hazmat spill kit to include (4) 3"x4' hazmat sorbent socks; (6) 16"x20" medium weight sorbent pads; (1) temporary disposal bag; (1) pair clear goggles with perforated venting; (1) pair nitrile gloves; (1) Emergency Response Pocket Guidebook; (1) 5-gallon white, snap-lid pail- UN Certified 1H2/200S (JJ Keller Product 731-R or proven equal).

F. Unit to be equipped with a Waste Oil Suction hose and shall be 1 ¼ inch thick.

G. Unit to be equipped with a lockable rear roll up door.

H. Unit to be equipped with a battery cut off switch.

4.4.15 **COLOR**: OEM White

4.4.16 BODY SPECIFICATIONS:

A. The body will be a minimum of 13.5" L x 94" W maximum with a maximum weight of 5,400 lbs. Floor plate will be a minimum of 1/8" steel.

B. The filter drain compartment to be constructed of steel. The top section is to incorporate a catch reservoir.

C. The enclosed rear dropped service compartment shall incorporate a rear tubular style bumper, reel and pump mounting shelves. The floor is sloped to route drip oil to the combination bumper and drain pan. The drain pan must to able to store a minimum of 15 gallons of drip oil. The compartment assembly shall tie directly to the chassis frame to provide support. The finished compartment to be designed for installation of appropriate lights and have a slatted roll up door with weather seals and a drip edge.

D. There will be minimum two storage compartments above the deck. The street side compartment shall consist of three separate compartments each having 3-point latching doors. The combined storage capacity of this compartment must be a minimum of 84.9 cu. ft. The compartment to be a minimum of 114"W x 58.5" H x 22"D. The curb side compartment to have a pair of overlapping doors and a storage capacity minimum of 24.4 Cu. Ft. The compartment to measure a minimum of 60"W x 32" H x 22" D.

E. There will be a door and steps to access the upper deck and storage tanks. The door to measure approximately 29.25" W x 57.50" H and have a single point latch. The access steps must be integrated into the lower body skirts and consist of two steps and two grab handles that are located on either side of the door opening for safety.

F. The body will be painted the same color of the cab.

4.4.17 ELECTRICAL:

A. All 12 volt DC in-line wiring connectors shall utilize sealed hinge lock connectors. Main power shall be circuit protected at the source and activated via a power distribution relay. Main power and grounding cabling to be color coded and labeled by function. All electrical function wiring that exits the electrical control station shall be white GXL-type wire, it is preferred that each wire shall have its function inkjet printed onto it in 3 " intervals, however it is acceptable for wiring to have clearly identifiable markings to distinguish function for maintenance ease. All 12 volt DC wire harness shall be over–braided with high temperature resistant nylon yarn. The harness shall feature a weave tightness of 12 picks/ inch. All DOT lighting must be flush mount and or recessed for protection.

B. LED Lights will be mounted along all sides of body and rear section. These LED lights are to be swivel and adjustable work lights. Sufficient lighting must be provided to illuminate all working areas.

C. Electrical control station will have a minimum of one (1) weather resistant control box. Each driven system will be individually controlled by a lighted, environmentally sealed switch, and each switch must be fused in accordance to the load it is driving.

D. A 70-amp relay powered by the ignition switch will provide power to the main system. A weather resistant control box will be used to control the hydraulics to each pump individually via an electrical switch with indicator light.

E. 12 volts with positive and negative access points shall be accessible at the rear of the service body. Shall include a 5000 watt power inverter for the use of 120 volt tools.

4.4.18. OIL SYSTEM:

A. There will be 5 oil systems on body. One (1) 135 gallon system and four (4) 75 gallon systems. Each must have a lockable 2-inch vented cap, 1 micron breather filter and include a 1 inch bottom suction port. The tanks are to be mounted so any leakage or spill will be contained by the body containment rails.

B. The product oil pumping g system shall consist of a hydraulic driven pump per oil tank. Each product must be equipped with an on-off valve and be capable of a sustained delivery rate of a minimum 12 GPM. The pump will supply the manifold consisting of multiple oil systems pumps. The manifold is to provide the hydraulic power for the pumps. The manifold pumping system is to be mounted in the right hand, bottom portion of the hose reel compartment so that the pumps are mounted in a vertical manner.

C. Oil hose reels must be heavy duty, high volume, and spring retractable. The reels are to be heavy gauge steel frames and dual support arms. Each reel must have a positive lock and unlock ratchet and be equipped with a ½ "x 50' minimum hose with a ball stop.

4.4.19 ANTIFREEZE SYSTEM:

A. There will be one (1) 75 gallon antifreeze system. It will have a lockable 2-inch vented cap, 1 micron breather filter and include a 1 inch bottom suction port. The tank is to be mounted with rails incorporated into the body.

B. The antifreeze pumping system is to consist of a pneumatic or hydraulic driven pump, and be equipped with an on-off valve and be capable of a sustained delivery rate minimum of 12 gallons per minute.

C. The anti-freeze reel must be heavy duty, high volume and spring retractable. The reel is to be of a heavy gauge steel frame and dual support arms. The reel must have a positive lock and unlock ratchet and be equipped with a 1 ¼" x 35' minimum hose with a ball stop.

4.4.20 OIL SALAVAGE:

A. There will be one (1) 135 gallon oil salvage system, with a lockable 2-inch vented cap, 1 micron breather filter and include a 1 inch bottom suction port. The tank must be mounted with rails incorporated into the body.

B. The salvage pumping system will consist of a pneumatic driven pump. The product pump will be equipped with an on-off valve.

C. The salvage reel must be heavy duty, high volume and spring retractable. The reel is to be of a heavy gauge steel frame and dual support arms. The reel must have a positive lock and unlock ratchet and be equipped with a ½ "x 50' minimum hose with a ball stop.

4.4.21 AIR SYSTEM

A. A hydraulically driven air compressor is to be provided. The compressor must have a minimum delivery of 35 CFM and a maximum working pressure of 150 PSI at the receiver tank.

B. The air reel is to be heavy duty, high volume and spring retractable. The reel must be heavy gauge steel frame and dual support arms. Each reel must have a positive lock and unlock ratchet and be equipped with a ½ "x 50' minimum hose with a ball stop.

4.4.22 MAIN HYDRAULIC SYSTEM

A. The main system must be protected by a system on both the suction and return side of the pump and reservoir. The suction strainer is to have a minimum 1000 micron element and a vacuum gauge. The return filter is to have a minimum 25 micron element. The hydraulic system metal reservoir must have a vented cap and sufficient openings for the pump and filter connections.

B. Hydraulic pump mounted to the PTO on the side of the transmission.

4.4.23 GREASE SYSTEM:

A. The grease system shall consist of one pneumatic-driven high pressure grease pump. The pump shall be equipped with a pressure regulator and an on/off valve. A drum cover with tie-down rods and drum locator shall be provided.

B. The grease reel shall be heavy-duty, high pressure, and spring retractable. It shall feature a heavy gauge steel frame and dual support arms. The reel shall feature a positive lock and unlock ratchet, and shall be

equipped with a 3/8" X 50' (minimum hose with ball stop. The reel shall be complete with a control valve and Z-swivel.

4.4.24 MISCELLANEOUS ITEMS:

A. An auxiliary platform will be installed between the main platform and the chassis cab as required for additional fluid systems. The platform will measure a minimum 36"L x 94" W maximum and must have the same tank containment system as the main platform. The platform is to have a minimum 485 gallon capacity. The platform must not exceed 1,200 lbs.

B. The platform mounting system will utilize 3/8 "fixed shear plates and spring loaded tie downs to allow the platform and chassis to flex independently from each other when vehicle is in motion.

C. A quick fill system for filling product tanks is required. Quick couplers centrally located in the rear reel enclosure. A pneumatic driven pump will be required as part of the quick fill system.

D. Two underbody toolboxes will be required. Underbody toolboxes to be mounted under the auxiliary platform, one each side and will be the largest size and capacity allowed by space available.

E. Installed body will have mud flaps front and rear as needed, anti-sail devices will also be installed as required.

F. Meters and gauges for each tank shall be present and mounted at a location for operator convenience.

G. An emergency stop control will be included to outside on the lubrication body to shut down operations.

H. A 20 lb. Fire extinguisher to be installed outside on the lubrication body.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

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

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.

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 – Local Preference Program Identification Form
Attachment C – Non-Discrimination Ordinance Language
Attachment D – State of Texas Conflict of Interest Questionnaire (Form CIQ) and Office of the City Clerk's Addendum to the State of Texas Form CIQ.
Attachment E – 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.

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.	V1006439
Signer's Name	Keith Shoffstall
Name of Business	Grande Truck Center
Street Address	4562 IH-10 East
City, State, Zip Code	San Antonio, TX 78219
Email Address	rshoffstall@grandetruck.com
Telephone No.	210-666-7112
Fax No.	210-666-7216
City's Solicitation No.	6100005632

Keith Shoffstall

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.

009 - ATTACHMENTS

Attachment A

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, by Ordinance No. 2013-03-21-0167, effective for solicitations issued after May 1, 2013.

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

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

PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1	5 EACH	**Aerial Bucket Trucks, Aerial Lift and Service Body, 4x4 Cab/Chassis, 19,500 lbs. GVWR with 84" Cab to Axle, 6.7 liter V-8 Diesel Engine**

PRICE EACH: $ 139,090.00

TOTAL: $ 695,450.00

YEAR, MAKE & MODEL OF CAB & CHASSIS OFFERED:

2015 Ford F550 4X4

CAB & CHASSIS WARRANTY:

36 months or 36,000 miles

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

Ford 6.7 L Diesel 300 H.P. 660 lb ft Torque

ENGINE WARRANTY:

60 months or 100,000 miles

TRANSMISSION OFFERED:

Ford 6 speed Turbo-shift Automatic

TRANSMISSION WARRANTY:

60 months or 60,000 miles

CAB & CHASSIS WARRANTY SERVICE PROVIDER NAME:

Grande Truck Center

CAB & CHASSIS WARRANTY FACILITY ADDRESS:

4562 IH 10 East

San Antonio, TX 78219

AERIAL & SERVICE BODY WARRANTY:

12 months

AERIAL & SERVICE BODY PROVIDER NAME:

Altec

AERIAL & SERVICE BODY FACILITY ADDRESS:

4562 IH 10 East

San Antonio, TX 78219

PRODUCTION CUT-OFF DATE: May 22nd

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: May 22nd.

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.

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

ITEM	QUANTITY	DESCRIPTION
2	2 EACH	Cab and Chassis, 35,000 GVWR Lbs. Truck with Lubrication Body Mounted

PRICE EACH: $ 173,606.00

TOTAL: $ 349,212.00

YEAR, MAKE & MODEL OF CAB & CHASSIS OFFERED:

2016 Western Star 4700 SF

CAB & CHASSIS WARRANTY:

12 months or 100,000 miles

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

Cummins ISL 8.9L 260 H.P. 720 lb ft Torque

ENGINE WARRANTY:

2 years or 250,000 miles

TRANSMISSION OFFERED:

Allison 3500 6 speed

TRANSMISSION WARRANTY:

36 months

CAB & CHASSIS WARRANTY SERVICE PROVIDER NAME:

Grande Truck Center

CAB & CHASSIS WARRANTY FACILITY ADDRESS:

4562 IH 10 East
San Antonio, TX 78219

LUBRICATION BODY WARRANTY:

12 months

LUBRICATION BODY PROVIDER NAME:

Reliance Truck

LUBRICATION BODY FACILITY ADDRESS:

7200 S. W.W. White

San Antonio, TX 78222

PRODUCTION CUT-OFF DATE: June 30th

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

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.

DELIVERY: Delivery will be made within 160-220 calendar days after issuance of purchase order

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

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: N/A %

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

SOLICITATION NAME/NUMBER: 6100005432

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

Name of Business:	Grande Truck Center	
Physical Address:	4562 IH 10 East	
City, State, Zip Code:	San Antonio, TX 78219	
Phone Number:	210-466-7112	
Email Address:	rshoffstall@grandetruck.com	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent: 200		
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:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent in the local office: _____		
Is the business located in the incorporated San Antonio city limits? (circle one)	Yes	No
Has the business been located in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one)	Yes	No

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

BIDDER'S / RESPONDENT'S FULL NAME:

Keith Shoffstall
(Print Name) Authorized Representative of Bidder / Respondent

Keith Shoffstall
(Signature) Authorized Representative of Bidder / Respondent

Sales
Title

3/5/2015
Date

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

Attachment - C

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

ATTACHMENT D – SUPPLEMENTAL INFORMATION RELATED TO THE STATE OF TEXAS CONFLICT OF INTEREST REQUIREMENT

The Instructions to Bidders section of this document provides information pertaining to a requirement to file the State of Texas Conflict of Interest Questionnaire (Form CIQ) required by Chapter 176 of the Texas Local Government Code. The Form CIQ is available from the Texas Ethics Commission at:

http://www.ethics.state.tx.us/forms/CIQ.pdf

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

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

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: 6100005632

Name of Respondent:	Grande Truck Center	
Physical Address:	4542 IH-10 East	
City, State, Zip Code:	San Antonio, TX 78219	
Phone Number:	210-661-4121	
Email Address:	rshoffstall@grandetruck.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:

Keith Shoffstall

(Print Name) Authorized Representative of Bidder/Respondent

Keith Shoffstall

(Signature) Authorized Representative of Bidder/Respondent

Sales

Title

3/5/2015

Date

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

City of San Antonio

ADDENDUM I

SUBJECT: Formal Invitation For Bid (IFB) 6100005417 PURCHASE OF AERIAL BUCKET AND LUBRICATION TRUCKS scheduled to open Friday, March 6, 2015 date of issue February 18, 2015.

DATE: February 26, 2015

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

1. **THE IFB DUE DATE WILL REMAIN FRIDAY, MARCH 6, 2015, 2:00 P.M. CENTRAL TIME.**

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

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 2500 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.

Deleted:

4.3.7 DELETED

4.3	ITEM	QUANTITY	DESCRIPTION
	1	5 EACH	**Aerial Bucket Trucks, Aerial Lift and Service Body, 4x4 Cab/Chassis, 19,500 lbs. GVWR with 84" Cab to Axle, 6.7 liter V-8 Diesel Engine,**

AERIAL AND SERVICE BODY - MINIMUM SPECIFICATIONS:

Changed to read:

4.3.1.10 Minimum Inner Boom Extension of 103 inches and 40 to 46 inch insulation gap when fully extended.

4.4	ITEM	QUANTITY	DESCRIPTION
	2	2 EACH	**Cab and Chassis, 35,000 GVWR Lbs. Truck with Lubrication Body Mounted**

Changed to read:

4.4.10 **CAB**: Air ride suspension cab with running boards, tilt hood and fenders, left and right hand cab grab handles, and manufacturer's standard AM/FM radio with clock. Units to be factory equipped with installed OEM air conditioner, integral heater, defroster units, insulated cab headliner, multi-speed windshield wipers, windshield washers, standard left and right side sun visor, left and right outside mirrors motorized west coast type, right and left hand, heavy-duty, 6-inches x 16-inches split focus, breakaway type. Parabolic mirror installed on right front fender to provide view of obstacles on right side of truck from front bumper to rear wheels. Exterior backup lights. Unit shall have a 12-volt power plug, air horn, and power door locks and power windows. Driver seat to be bucket type, National Cush-n-Aire or equal. Passenger seat to be non-suspension seat. Side and rear windows will have factory OEM tinting. Door and ignition locks to be keyed alike. Each unit to have three (3) sets of keys. All units are to be keyed alike.

Changed to read:

4.4.11 **EXHAUST SYSTEM:** Muffler, vertical exhaust pipe, heat cover/shield, rain cap or turnout, to be mounted to allow full utilization of cab-to-axle length.

Changed to read:

4.4.13 **LIGHTING**: All necessary lighting to be LED, clearance lights, marker lights, reflectors, mud flaps (plain black) and mechanical back up alarm to be included must meet state inspection requirement. Four (4) high intensity corner strobe lights (WHELEN TIR-6, P/N. 01-0663507A33B, SUPER-LED, 500 SERIES DIRECTIONAL WARNING LIGHT or proven equal) to be installed, two (2) in the front grill and two (2) flush mounted on the rear of vehicle. A 16" LED beacon light will be mounted on top of the lubrication body and wired to corner strobe lights. All strobe lights will operate from the OEM dash mounted toggle switch with no key in ignition.

Changed in its entirety to read:

4.4.16 BODY SPECIFICATIONS:

A. The body will be a minimum of 13.5" L x 94" W maximum with a maximum weight of 5,400 lbs. Floor plate will be a minimum of 1/8" steel.

B. The filter drain compartment to be constructed of steel. The top section is to incorporate a catch reservoir.

C. The enclosed rear dropped service compartment shall incorporate a rear tubular style bumper, reel and pump mounting shelves. The floor is sloped to route drip oil to the combination bumper and drain pan. The drain pan must to able to store a minimum of 15 gallons of drip oil. The compartment assembly shall tie directly to the chassis frame to provide support. The finished compartment to be designed for installation of appropriate lights and have a slatted roll up door with weather seals and a drip edge.

D. There will be minimum two storage compartments above the deck. The street side compartment shall consist of three separate compartments each having 3-point latching doors. The combined storage capacity of this compartment must be a minimum of 84.9 cu. ft. The compartment to be a minimum of 114"W x 58.5" H x 22"D. The curb side compartment to have a pair of overlapping doors and a storage capacity minimum of 24.4 Cu. Ft. The compartment to measure a minimum of 60"W x 32" H x 22" D.

E. There will be a door and steps to access the upper deck and storage tanks. The door to measure approximately 29.25". W x 57.50" H and have a single point latch. The access steps must be integrated into the lower body skirts and consist of two steps and two grab handles that are located on either side of the door opening for safety.

F. The body will be painted the same color of the cab.

4.4.17 ELECTRICAL:

A. All 12 volt DC in-line wiring connectors shall utilize sealed hinge lock connectors. Main power shall be circuit protected at the source and activated via a power distribution relay. Main power and grounding cabling to be color coded and labeled by function. All electrical function wiring that exits the electrical control station shall be white GXL-type wire, it is preferred that each wire shall have its function inkjet printed onto it in 3 " intervals, however it is acceptable for wiring to have clearly identifiable markings to distinguish function for maintenance ease. All 12 volt DC wire harness shall be over–braided with high temperature resistant nylon yarn. The harness shall feature a weave tightness of 12 picks/ inch. All DOT lighting must be flush mount and or recessed for protection.

B. LED Lights will be mounted along all sides of body and rear section. These LED lights are to be swivel and adjustable work lights. Sufficient lighting must be provided to illuminate all working areas.

C. Electrical control station will have a minimum of one (1) weather resistant control box. Each driven system will be individually controlled by a lighted, environmentally sealed switch, and each switch must be fused in accordance to the load it is driving.

D. A 70-amp relay powered by the ignition switch will provide power to the main system. A weather resistant control box will be used to control the hydraulics to each pump individually via an electrical switch with indicator light.

E. 12 volts with positive and negative access points shall be accessible at the rear of the service body. Shall include a 5000 watt power inverter for the use of 120 volt tools.

4.4.18. OIL SYSTEM:

A. There will be 5 oil systems on body. One (1) 135 gallon system and four (4) 75 gallon systems. Each must have a lockable 2-inch vented cap, 1 micron breather filter and include a 1 inch bottom suction port. The tanks are to be mounted so any leakage or spill will be contained by the body containment rails.

B. The product oil pumping g system shall consist of a hydraulic driven pump per oil tank. Each product must be equipped with an on-off valve and be capable of a sustained delivery rate of a minimum 12 GPM. The pump will supply the manifold consisting of multiple oil systems pumps. The manifold is to provide the hydraulic power for the pumps. The manifold pumping system is to be mounted in the right hand, bottom portion of the hose reel compartment so that the pumps are mounted in a vertical manner.

C. Oil hose reels must be heavy duty, high volume, and spring retractable. The reels are to be heavy gauge steel frames and dual support arms. Each reel must have a positive lock and unlock ratchet and be equipped with a ½ "x 50' minimum hose with a ball stop.

4.4.19 ANTIFREEZE SYSTEM:

A. There will be one (1) 75 gallon antifreeze system. It will have a lockable 2-inch vented cap, 1 micron breather filter and include a 1 inch bottom suction port. The tank is to be mounted with rails incorporated into the body.

B. The antifreeze pumping system is to consist of a pneumatic or hydraulic driven pump, and be equipped with an on-off valve and be capable of a sustained delivery rate minimum of 12 gallons per minute,

C. The anti-freeze reel must be heavy duty, high volume and spring retractable. The reel is to be of a heavy gauge steel frame and dual support arms. The reel must have a positive lock and unlock ratchet and be equipped with a 1 ¼" x 35' minimum hose with a ball stop.

4.4.20 OIL SALAVAGE:

A. There will be one (1) 135 gallon oil salvage system, with a lockable 2-inch vented cap, 1 micron breather filter and include a 1 inch bottom suction port. The tank must be mounted with rails incorporated into the body.

B. The salvage pumping system will consist of a pneumatic driven pump. The product pump will be equipped with an on-off valve.

C. The salvage reel must be heavy duty, high volume and spring retractable. The reel is to be of a heavy gauge steel frame and dual support arms. The reel must have a positive lock and unlock ratchet and be equipped with a ½ "x 50' minimum hose with a ball stop.

4.4.21 AIR SYSTEM

A. A hydraulically driven air compressor is to be provided. The compressor must have a minimum delivery of 35 CFM and a maximum working pressure of 150 PSI at the receiver tank.

B. The air reel is to be heavy duty, high volume and spring retractable. The reel must be heavy gauge steel frame and dual support arms. Each reel must have a positive lock and unlock ratchet and be equipped with a ½ "x 50' minimum hose with a ball stop.

4.4.22 MAIN HYDRAULIC SYSTEM

A. The main system must be protected by a system on both the suction and return side of the pump and reservoir. The suction strainer is to have a minimum 1000 micron element and a vacuum gauge. The return filter is to have a minimum 25 micron element. The hydraulic system metal reservoir must have a vented cap and sufficient openings for the pump and filter connections.

B. Hydraulic pump mounted to the PTO on the side of the transmission.

4.4.23 GREASE SYSTEM:

A. The grease system shall consist of one pneumatic-driven high pressure grease pump. The pump shall be equipped with a pressure regulator and an on/off valve. A drum cover with tie-down rods and drum locator shall be provided.

B. The grease reel shall be heavy-duty, high pressure, and spring retractable. It shall feature a heavy gauge steel frame and dual support arms. The reel shall feature a positive lock and unlock ratchet, and shall be equipped with a 3/8" X 50' (minimum hose with ball stop. The reel shall be complete with a control valve and Z-swivel.

4.4.24 MISCELLANEOUS ITEMS:

A. An auxiliary platform will be installed between the main platform and the chassis cab as required for additional fluid systems. The platform will measure a minimum 36"L x 94" W maximum and must have the same tank containment system as the main platform. The platform is to have a minimum 485 gallon capacity. The platform must not exceed 1,200 lbs.

B. The platform mounting system will utilize 3/8 "fixed shear plates and spring loaded tie downs to allow the platform and chassis to flex independently from each other when vehicle is in motion.

C. A quick fill system for filling product tanks is required. Quick couplers centrally located in the rear reel enclosure. A pneumatic driven pump will be required as part of the quick fill system.

D. Two underbody toolboxes will be required. Underbody toolboxes to be mounted under the auxiliary platform, one each side and will be the largest size and capacity allowed by space available.

E. Installed body will have mud flaps front and rear as needed, anti-sail devices will also be installed as required.

F. Meters and gauges for each tank shall be present and mounted at a location for operator convenience.

G. An emergency stop control will be included to outside on the lubrication body to shut down operations.

H. A 20 lb. Fire extinguisher to be installed outside on the lubrication body.

Paul J. Calapa
Purchasing Administrator
Finance Department, Purchasing Division