LOC
6/11/15
Item No. 7

AN ORDINANCE 2015-06-11-0511

ACCEPTING THE BIDS FROM MARENTCO, INC. D/B/A TEJAS EQUIPMENT SALES, BRIGGS EQUIPMENT CO., HOLT CAT, ASSOCIATED SUPPLY COMPANY, H & E EQUIPMENT SERVICES, QUALITY EQUIPMENT CO., AND WAUKESHA-PEARCE INDUSTRIES TO PROVIDE HEAVY EQUIPMENT FOR A TOTAL COST OF $2,153,216.30, FUNDED FROM THE EQUIPMENT RENEWAL AND REPLACEMENT FUND, AVIATION OPERATIONS FUND, TRANSPORTATION AND CAPITAL IMPROVEMENTS DEPARTMENT GENERAL FUND AND CONVENTION & SPORTS FACILITIES FUND.

* * * * *

WHEREAS, bids were submitted to provide the City of San Antonio with various types of heavy equipment for various departments; and

WHEREAS, the bid submitted H&V Equipment Services, Inc. for Item 14 does not meet the minimum requirement for Tier IV engine emissions and was deemed non-responsive; and

WHEREAS, the bid from Holt Cat (Item 5), a city business, is within 3 percent of the lowest bid, which was from Associated Supply Company, a bidder who is not a city business; and

WHEREAS, the low responsive bidders were Marentco, Inc., d/b/a Tejas Equipment Sales (Item 1), Briggs Equipment Co. (Item 2), Holt Cat (Items 5 and 15), Associated Supply Company (Item 7), H & E Equipment Services (Item 8), Quality Equipment Co. (Items 9 and 10), and Waukesha-Pearce Industries, Inc. (Item 14) for a total cost of $2,153,216.30; **NOW THEREFORE**:

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

SECTION 1. The low, responsive bids from Marentco, Inc., d/b/a Tejas Equipment Sales (Item 1), Briggs Equipment Co. (Item 2), Holt Cat (Items 5 and 15), Associated Supply Company (Item 7), H & E Equipment Services (Item 8), Quality Equipment Co. (Items 9 and 10), and Waukesha-Pearce Industries, Inc. (Item 14) to provide the City of San Antonio with heavy equipment for a cost of $2,153,216.30 are hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. The bid tabulation sheets and bids 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 H&V Equipment Services, Inc. for Item 14 failed to meet the City's specifications and/or requirements.

SECTION 3. It is found and declared that, pursuant to the City's Local Preference Program, passed by Ordinance number 2014-11-13-0923, Holt Cat, a city business, is entitled to award of item 5.

SECTION 4. Funding for this ordinance is available as part of the Fiscal Year 2015 budget per the table below.

Amount	General Ledger	Cost Center	WBS Element	Fund
$ 1,977,636.42	5501055	3503200001		72001000
$ 48,579.60	5701060	3305040008		51001000
$ 94,100.28	5204050		45-00028-05-02-01	47099000
$ 32,900.00	5701060	2303030016		11001000
Total Amt $ 2,153,216.30				

SECTION 5. Payment not to exceed the budgeted amount of $23,064.48 is authorized to Marentco, Inc., and should be encumbered with a purchase order.

SECTION 6. Payment not to exceed the budgeted amount of $71,035.80 is authorized to Briggs Equipment Co. and should be encumbered with a purchase order.

SECTION 7. Payment not to exceed the budgeted amount of $1,111,745.00 is authorized to Holt Cat and should be encumbered with a purchase order.

SECTION 8. Payment not to exceed the budgeted amount of $32,900.00 is authorized to Associated Supply Company and should be encumbered with a purchase order.

SECTION 9. Payment not to exceed the budgeted amount of $14,715.00 is authorized to H & E Equipment Services and should be encumbered with a purchase order.

SECTION 10. Payment not to exceed the budgeted amount of $126,802.52 is authorized to Quality Equipment Co. and should be encumbered with a purchase order.

SECTION 11. Payment not to exceed the budgeted amount of $772,953.50 is authorized to Waukesha-Pearce Industries, Inc. and should be encumbered with a purchase order.

SECTION 12. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 13. This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage.

PASSED AND APPROVED this11th day of June, 2015.

Ivy R. Taylor

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:	**7 (in consent vote: 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19)**
Date:	06/11/2015
Time:	10:05:57 AM
Vote Type:	Motion to Approve
Description:	An Ordinance accepting the bids from Marentco, Inc. d/b/a Tejas Equipment Sales, Briggs Equipment Co., Holt Cat, Associated Supply Company, H & E Equipment Services, Quality Equipment Co., and Waukesha-Pearce Industries to provide heavy equipment for a total cost of $2,153,216.30, funded from the Equipment Renewal and Replacement Fund, Aviation Operations Fund, Transportation and Capital Improvements Department General Fund and Convention & Sports Facilities 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. Trevino	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 25, 2015

For: Purchase of Heavy Equipment (1)

6100005685 LD

Item	Description	QTY	Local Marentco, Inc., d/b/a Tejas Equipment Sales 6380 Randolph Blvd San Antonio, TX 78233 210-749-5588	Local Briggs Equipment Co. 711 N. W.W. White Rd. San Antonio, TX 78219 210-246-1214	Local Holt Cat 3302 S.W.W. White Rd. San Antonio, TX 78222 210-648-8463	Non-Local Associated Supply Company 4146 IH 10 East San Antonio, TX 78219 210-333-8000	Local H & E Equipment Services 5433 Randolph Blvd. San Antonio, TX 78233 210-655-0048	Local Quality Equipment Co. 11146 IH 35 North San Antonio, TX 78233 210-337-6136	Local Waukesha-Pearce Industries, Inc. 3740 S. E. Loop 410 San Antonio, TX 78222 210-648-4444	Local Closner Equipment Co., Inc. 21910 FM 2252 Schertz, TX 78154	Local H & V Equipment Services, Inc. 3307 S.E. Loop 410 San Antonio TX 78222	Local Nueces Power Equipment 4697 FM1516 North Converse, TX 78109
1	Forklift, 6,000 lbs., LPG:	1										
	Price Each:		$23,064.48	$31,449.00	No Bid	$29,450.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Total:		$23,064.48	$31,449.00		$29,450.00						
	Year, Make & Model Offered:		2015 Heli CPYD 30C-LP	2015 Yale GLP060VX		2015 Doosan 30P-5MLP						
	Specific Make & Model of Engine Offered (Include SAE net HP):		GM-LP Vortec 3.0 Liter W/ Cast Iron Head / 61.5 hp.	GM 2.4L 62 HP		2.4L GM 62 HP						
	Transmission Offered:		Power Shift - Single Speed	Techtronix Wet Disc Brakes		1 Forward - 1 Reverse						
	Warranty:		1- Year 2000 Hr. Unlimited / 2-Year 4000 Hr. Powertrain	12 month/2000 hours., 36 month/6000 hours powertrain		1YR/2000 Hour Year Full Machine - 2YRr/4000 Hour Powertrain - 5 YR/10,000 HR Brakes						
	Warranty Service Provider Name:		Tejas Equipment Sales / Heli Corp. Certified Dealer	Briggs Equipment		Associated Supply Company						
	Warranty Facility Address:		6380 Randolph Blvd, San Antonio, TX 78233	711 N. W.W. White Rd. San Antonio, TX 78219		4146 IH 10 East, San Antonio, Texas						
	Delivery:		120 Days	84 Days		90 Days						
	Production Cut-off Date:		9-30-15	30		8-1-15						
	Last day order can be placed without missing cut-off date:		7-31-15	30		8-1-15						
	Can bidder provide bid items after cut-off date:		Yes	Yes		No						
2	Forklift, 15,000 lbs., LPG:	1										
	Price Each:		No Bid	$71,035.80	No Bid	$82,500.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Total:			$71,035.80		$82,500.00						
	Year, Make & Model Offered:			2015 Yale GLP155VX		2015 Doosan G70S-7						
	Specific Make & Model of Engine Offered (Include SAE net HP):			GM 4.3L 135 HP		GM 4.3L LP Gas						
	Transmission Offered:			Techtronix 3 Spd.		2 Forward - 2 Reverse						
	Warranty:			12 month/2000 hours., 36 month/6000 hours powertrain		1YR/2000 Hour Year Full Machine - 2YRr/4000 Hour Powertrain - 5 YR/10,000 HR Brakes						
	Warranty Service Provider Name:			Briggs Equipment		Associated Supply Company						
	Warranty Facility Address:			711 N. W.W. White Rd. San Antonio, TX		4146 IH 10 East, San Antonio, Texas						
	Delivery:			84 Days		60 Days						
	Production Cut-off Date:			30		8-1-15						
	Last day order can be placed without missing cut-off date:			30		8-1-15						
	Can bidder provide bid items after cut-off date:			Not Provided		No						

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3	Deleted:											
4	Deleted:											
5	8 Ton Double Drum Vibratory Roller:	2										
	Price Each:		No Bid	No Bid	$114,295.00	$111,900.00	No Bid	No Bid	No Bid	$122,900.00	No Bid	$123,785.00
	Total:				$228,590.00	$223,800.00				$245,800.00		$247,570.00
	Percentage between lowest responsive bid and local bid:				2.14%					9.83%		10.62%
	Price differential:				$4,790.00					$22,000.00		$23,770.00
	Year, Make & Model Offered:				2015 Caterpillar CB54B	2015 Case DV210				2015 Dynapac CC4200		2015, Hamm HD 110VV
	Specific Make & Model of Engine Offered (Include SAE net HP):				CAT C4.4 ACCERT Engine Tier 4i 131HP	Deutz TCD 3.6 L4 Tier 4 Interim Certified 100Hp (74kW)				Cummins QSB 4.5, 130HP, Tier 4i		Deutz TCD 3.6 L4 SAE J1349 113.9 HP
	Warranty:				12 Months/Unlimited Hours Total Machine	1 Year Full Machine				1 Year Factory Warranty		12 Months or 1000 Hours whichever comes first
	Warranty Service Provider Name:				Holt Cat	Associated Supply Company				Closner Equipment Co., Inc.		Nueces Power Equipment
	Warranty Facility Address:				3302 S. W.W. White Rd., SA, TX 78222	4146 IH 10 East, San Antonio, Texas				21910 FM 2252, Schertz, TX 78154		4697 FM 1516 North, Converse, TX 78109
	Delivery:				220 Days	120 Days				45 Days		150 Days
	Production Cut-off Date:				Unknown	8-1-15				3/31/2016		12/31/15
	Last day order can be placed without missing cut-off date:				Unknown	8-1-15				10/31/2015		12/31/15
	Can bidder provide bid items after cut-off date:				Not Provided	No				No		No
6	Deleted											
7	Articulated Tandem Roller with Two Vibratory Drums:	1										
	Price Each:		$42,014.80	No Bid	$35,163.00	$32,900.00	$41,587.00	No Bid	No Bid	$38,550.00	No Bid	$37,973.00
	Total:		$42,014.80		$35,163.00	$32,900.00	$41,587.00			$38,550.00		$37,973.00
	Percentage between lowest responsive bid and local bid:		27.70%		6.88%		26.40%			17.17%		15.42%
	Price differential:		$9,114.80		$2,263.00		$8,687.00			$5,650.00		$5,073.00
	Year, Make & Model Offered:		2015 Wacker Neuson RD27-120		2015 Caterpillar CB24B	2015 Case DV26	2015 Wacker RD27-120 (Mat. No. 5200021389)			2015 Dynapac CC1200		2015 Hamm HD 12VV
	Specific Make & Model of Engine Offered (Include SAE net HP):		Kubota D1803 / 49.6 HP.		CAT C1.5 Tier 4 Final 36.2HP	Yanmar 3TNV88 Tier 4 Interim Certified 31.5 HP	Kubota D1803 37.5 HP			Kubota D1703-M, 35 HP, Tier 4i		Kubota D1503-M-E3B SAE J1349 30.7 HP
	Warranty:		3-Year Machine / 5-Year Engine Warranty		12 Months Unlimited Hours, Total Machine	1 Year Full Machine	1 year			1 Year Factory Warranty		12 Months or 1000 Hours whichever comes first
	Warranty Service Provider Name:		Tejas Equipment Sales / Wacker Neuson Dealer		Holt Cat	Associated Supply Company	H & E Equipment Services			Closner Equipment Co., Inc.		Nueces Power Equipment
	Warranty Facility Address:		6380 Randolph Blvd, San Antonio, TX 78233		3302 S. W.W. White Rd., SA, TX 78222	4146 IH 10 East, San Antonio, Texas	5433 Randolph Blvd. San Antonio, TX 78233			21910 FM 2252, Schertz, TX 78154		4697 FM 1516 North, Converse, TX 78109
	Delivery:		120 Days		220 Days	90 Days	30 days			45 Days		90 Days
	Production Cut-off Date:		9-30-15		Unknown	8-1-15	Dec. 15, 2015			3/31/2016		12/31/15
	Last day order can be placed without missing cut-off date:		7-31-15		Unknown	8-1-15	Dec. 15, 2015			10/31/2015		12/31/15
	Can bidder provide bid items after cut-off date:		Yes		Unknown	No	No			No		No

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8	Articulated Tandem Roller with Two Vibratory Drums:	1										
	Price Each:		$15,223.90	No Bid	No Bid	No Bid	$14,715.00	No Bid	No Bid	No Bid	$17,745.00	$37,973.00
	Total:		$15,223.90				$14,715.00				$17,745.00	$37,973.00
	Year, Make & Model Offered:		2015 Wacker Neuson RD12				2015 Wacker RD12A-90 (Mat. No. 500620058)				2015 Multiquip - AR14H	2015 Hamm HD 12VV
	Specific Make & Model of Engine Offered (Include SAE net HP):		Wacker WM650 / 18 HP.				Honda GX630, 20.3 HP				Honda GX630, 20	Kubota D1503-M-E3B SAE J1349 30.7 HP
	Warranty:		3-Year Machine / 5-Year Engine Warranty				1 year				1 Year	12 Months or 1000 Hours whichever comes first
	Warranty Service Provider Name:		Tejas Equipment Sales - Wacker Dealer				H & E Equipment Services				H & V Equipment Services, Inc.	Nueces Power Equipment
	Warranty Facility Address:		6380 Randolph Blvd, San Antonio, TX 78233				5433 Randolph Blvd. San Antonio, TX 78233				3307 S. E. Loop 410, San Antonio TX	4697 FM 1516 North, Converse, TX 78109
	Delivery:		120 Days				30 days				30-60	90 Days
	Production Cut-off Date:		9-30-15				Dec. 15, 2015				Not Provided	12/31/15
	Last day order can be placed without missing cut-off date:		7-31-15				Dec. 15, 2015				May 25	12/31/15
	Can bidder provide bid items after cut-off date:		Yes				No				Yes	No
9	Steering Skid Loader:	2										
	Price Each:		$49,449.77	No Bid	$44,450.00	$47,999.00	$44,289.00	$39,111.46	$44,186.00	No Bid	$58,092.00	No Bid
	Total:		$98,899.54		$88,900.00	$95,998.00	$88,578.00	$78,222.92	$88,372.00		$116,184.00	
	Year, Make & Model Offered:		2015 Wacker Neuson SW28 / Bradco Attachments		2015 Caterpillar 262D	2015 Case SR270	2015 Gehl V270	2015 Bobcat S630 with Bobcat Fork Grapple	2015 Takeuchi TS70V		2015 Terex R260S	
	Specific Make & Model of Engine Offered (Include SAE net HP):		Perkins Diesel- Turbo Charged 854 Tier 4 Final/74.3 hp.		Caterpillar C3.3B DIT Tier 4 Final &2.9 HP	FTP FL4BE 84 HP	Yanmar 4TNV98CT-NMS Tier IV, 72 HP	Bobcat-Doosan T4 D24 2.4L Net 71 Gross 74.3	Perkins/804D-33T 74HP (Gross)		Deutz TD 2.9L4 74 Gross HP	
	Warranty:		2-Year 2000 Hrs.		12 Months Unlimited Hours, Total Machine	1 Year Full Machine	1 year	One Year, Bobcat & Grapple	1 Year		1 year	
	Warranty Service Provider Name:		Tejas Equipment Sales, 6380 Randolph Blvd, San Antonio, TX 78233		Holt Cat	Associated Supply Company	H & E Equipment Services	Quality Equipment Co., 11146 IH35 North, San Antonio, TX 78233	Waukesha-Pearce Industries, Inc.		H & V Equipment Services, Inc.	
	Warranty Facility Address:		6380 Randolph Blvd, San Antonio, TX 78233		3302 S. W.W. White Rd., SA, TX 78222	4146 IH 10 East, San Antonio, Texas	5433 Randolph Blvd. San Antonio, TX 78233	11146 IH35 North, San Antonio, TX 78233	3740 S. E. Loop 410, San Antonio, TX 78222		3307 S. E. Loop 410, San Antonio TX	
	Delivery:		120 Days		60 Days	Not Provided	45 days	60	90-120 Days		30-60	
	Production Cut-off Date:		9-30-15		Unknown	Not Provided	Nov. 15, 2015	July 2015	10/31/2015		Not Provided	
	Last day order can be placed without missing cut-off date:		7-31-15		Unknown	Not Provided	Nov. 1, 2015	July 2015	No		May 25	
	Can bidder provide bid items after cut-off date:		Yes		Unknown	Not Provided	No	July 2015	Not Provided		Yes	

Opened: March 25, 2015

For: Purchase of Heavy Equipment (1)

6100005685 LD

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10	Steering Skid Loader for Aviation:	1										
	Price Each:		No Bid	No Bid	$57,200.00	$56,250.00	No Bid	$48,579.60	No Bid	No Bid	$59,673.00	No Bid
	Total:				$57,200.00	$56,250.00		$48,579.60			$59,673.00	
	Year, Make & Model Offered:				2015 Caterpillar 272D XHP	2015 Case SV300		Bobcat S770			2015 V350S	
	Specific Make & Model of Engine Offered (Include SAE net HP):				CAT #.8 Tier 4i 106HP	FPT F5H 3.4L 84 Net HP		Bobcat-Doosan 88HP Net, 92 Gross			Deutz TD 2.9L4 74 Gross HP	
	Warranty:				12 Months Unlimited Hours, Total Machine	1 Year Full Machine		One Year			1 year	
	Warranty Service Provider Name:				Holt Cat	Associated Supply Company		Quality Equipment Co., 11146 IH35 North, San Antonio, TX 78233			H & V Equipment Services, Inc.	
	Warranty Facility Address:				3302 S. W.W. White Rd., SA, TX 78222	4146 IH 10 East, San Antonio, Texas		11146 IH35 North, San Antonio, TX 78233			3307 S. E. Loop 410, San Antonio TX	
	Delivery:				60 Days	90 Days		Not Provided			30-60	
	Production Cut-off Date:				Unknown	8-1-15		Aug 2015			Not Provided	
	Last day order can be placed without missing cut-off date:				Unknown	8-1-15		Aug 2015			May 25	
	Can bidder provide bid items after cut-off date:				Unknown	No		July 2015			Yes	
11	Deleted:											
12	Deleted:											
13	Deleted:											
14	Wheeled Excavator, Diesel:	2									**NAS**	
	Price Each:		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$386,476.75	No Bid	$197,959.00	No Bid
	Total:								$772,953.50		$395,918.00	
	Year, Make & Model Offered:								2015 Gradall XL4100 IV 6X6		2015 Doosan DX210W - Wheeled Excavator	
	Specific Make & Model of Engine Offered (Include SAE net HP):								Detroit Diesel OM926 Tier 4i, 245HP Net		Doosan DL06 - 162 Net kW HP	
	Warranty:								1 Year/1500 Hour		1 year/ 1500 hours - 3 yr/5000 PT/Hyd	
	Warranty Service Provider Name:								Waukesha-Pearce Industries, Inc.		H & V Equipment Services, Inc.	
	Warranty Facility Address:								3740 S. E. Loop 410, San Antonio, TX 78222		3307 S. E. Loop 410, San Antonio TX	
	Delivery:								90-120 Days		120	
	Production Cut-off Date:								10/31/2015		Not Provided	
	Last day order can be placed without missing cut-off date:								8/31/2015		Not Provided	
	Can bidder provide bid items after cut-off date:								No		Yes	

Opened:	March 25, 2015											
			Local	Local	Local	Non-Local	Local	Local	Local	Local	Local	Local
For:	Purchase of Heavy Equipment (1)		Marentco, Inc., d/b/a Tejas Equipment Sales	Briggs Equipment Co.	Holt Cat	Associated Supply Company	H & E Equipment Services	Quality Equipment Co.	Waukesha-Pearce Industries, Inc.	Closner Equipment Co., Inc.	H & V Equipment Services, Inc.	Nueces Power Equipment
6100005685		LD	6380 Randolph Blvd	711 N. W.W. White Rd.	3302 S.W.W. White Rd.	4146 IH 10 East	5433 Randolph Blvd.	11146 IH 35 North	3740 S. E. Loop 410	21910 FM 2252	3307 S.E. Loop 410	4697 FM1516 North
Item	**Description**	**QTY**	San Antonio, TX 78233 210-749-5588	San Antonio, TX 78219 210-246-1214	San Antonio, TX 78222 210-648-8463	San Antonio, TX 78219 210-333-8000	San Antonio, TX 78233 210-655-0048	San Antonio, TX 78233 210-337-6136	San Antonio, TX 78222 210-648-4444	Schertz, TX 78154	San Antonio TX 78222	Converse, TX 78109
15	Motor Grader, Diesel:	5										
	Price Each:		No Bid	No Bid	$176,631.00	$210,000.00	No Bid	No Bid	$225,161.00	No Bid	No Bid	No Bid
	Total:				$883,155.00	$1,050,000.00			$1,125,805.00			
	Year, Make & Model Offered:				2015 Caterpillar 120M2	2015 Case 865B			2015 Komatsu GD655-6			
	Specific Make & Model of Engine Offered (Include SAE net HP):				CAT C7.1 Acert Tier 4i 145-189 HP Variable, Depending on Gear	FPT F4HE9687C Net 178/190/205 Hp			Komatsu SAA6D107E-3			
	Warranty:				12 Months Unlimited Hours Total Machine	1 Year Full Machine			1 Year/Unlimited Hour			
	Warranty Service Provider Name:				Holt Cat	Associated Supply Company			Waukesha-Pearce Industries, Inc.			
	Warranty Facility Address:				12 Months Unlimited Hours Total Machine	4146 IH 10 East, San Antonio, Texas			3740 S. E. Loop 410, San Antonio, TX 78222			
	Delivery:				125 Days	120 Days			180 Days			
	Production Cut-off Date:				Unknown	8-1-15			8/31/2015			
	Last day order can be placed without missing cut-off date:				Unknown	8-1-15			8/31/2015			
	Can bidder provide bid items after cut-off date:				Unknown	No			No			
	Payment Terms		Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30
	Total:		$179,202.72	$102,484.80	$1,293,008.00	$1,347,098.00	$144,880.00	$126,802.52	$1,987,130.50	$284,350.00	$589,520.00	$323,516.00
	Total Award:		**$23,064.48**	**$71,035.80**	**$1,111,745.00**	**$32,900.00**	**$14,715.00**	**$126,802.52**	**$772,953.50**			

B-C Equipment Sales submitted a bid item number 11 only which was deleted before bid opening date.
Vermeer Texas - Louisiana bid item number 13 only which was deleted and will be rebid at a later date.
Items 3, 4, 6, 11, 12 and 13 are deleted and will be rebid at a later date.
H & V Equipment Services, Inc. was deemed **NAS** for item 14 offered a tier IV engine that does not meet the minimum specifications.

"Original"

CITY OF SAN ANTONIO

PURCHASING AND GENERAL SERVICES DEPARTMENT

FORMAL INVITATION FOR BID ("IFB") NO.: 6100005685

PURCHASE OF HEAVY EQUIPMENT (1)

Date Issued: FEBRUARY 25, 2015 ORIGINAL

BIDS MUST BE RECEIVED **NO LATER** THAN: 2:00 PM CENTRAL TIME, MARCH 25, 2015

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

Address for hard copy responses:

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

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

For Hard Copy Submissions, Mark Envelope

"PURCHASE OF HEAVY EQUIPMENT (1)"

Bid Due Date: 2:00 p.m. (CT), MARCH 18, 2015

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 MARCH 3, 2015 at 10:00 AM (CT) at BUILDING & EQUIPMENT SERVICES, FLEET TRAINING ROOM, 329 S. Frio St, San Antonio, TX 78207

Staff Contact Person: LD MCGARITY, PROCUREMENT SPECIALIST II, P.O. Box 839966, San Antonio, TX 78283-3966.
Email: ld.mcgarity@sanantonio.gov

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

SBEDA Contact Information: Diane E. Nicho (EDD), 210-207-3900,

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: _____%

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: _____

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

Name of Business:	Marentco Inc. dba Tejas Equipment	
Physical Address:	1212 N. 23rd	
City, State, Zip Code:	Mc Allen, Tx 78501	
Phone Number:	956-682-1312	
Email Address:	patrick@tejasequipment.com	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent: 82		
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:	Marentco Inc. dba Tejas Equipment	
Physical Address:	6380 Randolph Blvd.	
City, State, Zip Code:	San Antonio, Tx 78233	
Phone Number:	210 - 590 - 2445	
Email Address:	Patrick@tejasequipment.com	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent in the local office: 82		
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:

PATRICK WELCH

(Print Name) Authorized Representative of Bidder / Respondent

(Signature) Authorized Representative of Bidder / Respondent

Sales Manager

Title

3-23-15

Date

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

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.

N/A

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

SOLICITATION NAME/NUMBER: 6100005685

Name of Respondent:	Tejas Equipment Sales	
Physical Address:	6380 Randolph Blvd.	
City, State, Zip Code:	San Antonio, Tx 78233	
Phone Number:	210-590-2445	
Email Address:	patrick@tejasequipment.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:

Patrick Welch

(Print Name) Authorized Representative of Bidder/Respondent

Patrick Welch

(Signature) Authorized Representative of Bidder/Respondent

Sales Manager

Title

3-23-15

Date

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

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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 purchase 27 heavy equipment units in accordance with the Building and Equipment Services Department specifications listed herein. This equipment will be utilized by the Aviation, Convention Sports and Entertainment Facilities, Solid Waste Management, Parks & Recreation, and Transportation and Capital Improvements departments for various construction and/or repair projects across the City.

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

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

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 1000 miles accumulated on the odometer will not be accepted. All vehicles are required to have a full tank(s) when delivered to City specified location.

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

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

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

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

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

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

4.2.10 Units shall be equipped with OEM, or equal, warning and shut down systems for low oil pressure and or high coolant temperature at a minimum. This requirement **applies to all** bid line items.

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

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

SPECIFICATIONS:

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

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

4.3.3 UPRIGHT HEIGHT: Mast shall be of triple stage design, maximum fork height (MFH) 185", maximum overall height lowered (OHL) 100" or less.

4.3.4 BRAKES - Oil cooled wet disc brakes with power assist. Unit must include a hand operated park brake.

4.3.5 STEERING - Power assisted.

4.3.6 SAFETY EQUIPMENT – Roll over Protection System (ROPS) to meet OSHA standard. Safety seat with lateral restraints, seat belt and latching seat deck.

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

4.3.8 LOAD CAPACITY - Unit to be rated at 6,000 lbs., on 24 inch load center.

4.3.9 CARRIAGE OR INTEGRAL SIDESHIFTER: shall be equipped with a Side Shifter Fork Positioner

4.3.10 FORKS: 1.8" X 4.9" X 42" hook type- pallet.

4.3.11 TIRES - Manufacturer's standard (NO FLAT) pneumatic.

4.3.12 HYDRAULIC SYSTEM - Protected with return line filter and suction screen.

4.3.13 OPERATORS STATION - Audible back-up alarm, low LPG fuel warning light, amber strobe light mounted to top of OHG, dual (2) OHG front mounted adjustable head lights, tail lights and turn signals, cowl mounted control levers, tilt steering wheel, Minimum one (1) Rear view convex mirror and hour meter. Minimum two keys shall be provided.

4.3.14 FUEL TANK(S) – Unit shall include two (2) LPG tanks, size will be 43#. One shall be delivered installed on the unit and filled to capacity and the other one will be empty spare.

4.3.15 COLOR: OEM standard production color.

4.4	ITEM	QUANTITY	DESCRIPTION
	2	1 Each	Forklift, 15,000 lbs., LPG

SPECIFICATIONS:

4.4.1 ENGINE: Minimum 4.6 L, V-6 LPG Engine- EPA Compliant.

4.4.2 TRANSMISSION: Three speed power shift transmission. All configurations to have neutral safety start switch and single lever control for reversing directions.

4.4.3 UPRIGHT HEIGHT: Mast shall be of triple stage design, maximum fork height (MFH) 190" maximum overall height lowered (OHL) 105" or less.

4.4.4 CARRIAGE OR INTEGRAL SIDESHIFTER: shall be equipped with a Side Shifter Fork Positioner

4.4.5 FORKS: 47" x 7" x 2.40" – Pin Type. Unit to be equipped with 48" Shaft Mounted forks and an 80" wide carriage.

4.4.6 MAST TILT: 10 Deg Back/ 10 Deg forward

4.4.7 HOUST ADAPTIONS: Double- 4 hoses (internal)

4.4.8 BRAKES: Oil cooled wet disc brakes with power assist. Unit must include a hand operated park brake.

4.4.9 AUXILIARY CONTROL VALVE: 4 Spool Valve with 2 additional levers.

4.4.10 DRIVE TIRES: Dual solid pneumatic tires- Shaped 8.25 x 15

4.4.11 STEER TIRES: Solid pneumatic tires- Shaped 8.25 x 15

4.4.12 SEAT: Vinyl full suspension seat with adjustable backrest.

4.4.13 Operators Station - Audible back-up alarm, low LPG fuel warning light, amber strobe light mounted to top of OHG, dual (2) OHG front mounted adjustable head lights, tail lights and turn signals, cowl mounted control levers, tilt steering wheel, Minimum one (1) Rear view convex mirror and hour meter. Minimum two keys shall be provided.

4.4.14 Fuel Tank(s) – Unit shall include two (2) LPG tanks, size will be 43#. One shall be delivered installed on the unit and filled to capacity and the other one will be empty spare.

4.4.15 COLOR: OEM standard production color.

4.5	ITEM	QUANTITY	DESCRIPTION
	3	4 Each	**Asphalt/Concrete Saw**

SPECIFICATIONS:

4.5.1 ENGINE: Gasoline powered minimum 35 HP engine

4.5.2 ACCESSORIES: Slip on blade guard. Instrumentation console mounted, instrument panel, removable with wiring harness and fuse protection. Electro hydraulic lift and lower with built in quick release and variable lower switch. Manual by pass for free wheeling capability. Sealed transmission (excluding sprocket and chain). Speed range 0 to 220 FPM forward and reverse and rear wheel adjustable tracking.

4.5.3 BLADE: Left to right side mounting. Blade shaft speed to be a minimum 1500 RPM with a one inch (1") blade shaft diameter. The blade diameter is minimum 26 inches.

4.5.4 ACCEPABLE MODEL: Target FS 3500, or proven equal.

DELETE:

4.6	ITEM	QUANTITY	DESCRIPTION
	4	1 Each	**Milling Machine/ Asphalt Planer**

4.7	ITEM	QUANTITY	DESCRIPTION
	5	2 Each	**8 Ton Double Drum Vibratory Roller**

SPECIFICATIONS:

4.7.1 ENGINE: Diesel, minimum SAE net horsepower 100 rated at not more than 2,100 rpm. Full-flow, two-stage fuel filter with water separator, Davco Fuel Pro 382, or proven equal, full flow oil-filtering system with disposable spin-on element, double element dry type air cleaner with turbo type pre-cleaner and service indicator. Fuel capacity to be minimum 37 U.S. gallons.

4.7.2 PROPULSION: Dual drum hydrostatic drive with dual lever forward, reverse and travel speed control. Infinitely variable travel speed with three-speed drive and minimum top speed of 7.4 mph.

4.7.3 DRUMS: Drum rolling width minimum 66-inches and 47-inches diameter. Drums to be steel, with minimum 0.65-inch shell thickness and a curb clearance of minimum 13 - inches. Drums to be equipped with spring loaded, flexible, double acting, replaceable double blade scrapers, and full width coca mats. Operating weight, minimum 23,300 lbs.

4.7.4 VIBRATING SYSTEM: Dual drum vibration system with independent on/off control for each drum. Switch for automatic vibration shutoff as travel control passes through the neutral position. Dual frequency shall be 2520 vpm in low amplitude and 1980 vpm in high amplitude. Maximum centrifugal force shall be minimum 26,400 lbs. per drum.

4.7.5 SPRAY SYSTEM: Fan-jet type spray nozzles with filters, minimum 215 gallon corrosion resistant water tank with strainer and lockable fill cap. Must be pressurized and cover full width of each drum. Water flow to be

adjustable from operator's position, and have variable intermittent spray control switch. Sprinkler to have variable flow adjustment for each drum.

4.7.6 INSTRUMENTS: Hour meter, engine oil, coolant temperature, hydraulic system restriction, alternator charge, neutral start position, fuel gauges and "brake on" indicator.

4.7.7 ELECTRICAL SYSTEM: 12 volts, minimum 63 amp alternator and minimum 120 amp hour battery.

4.7.8 CAB: Cab shall have integral ROPS/FOPS, noise and vibration isolation, tinted glass, opening side glass 3-speed fan, air filtration system, front and rear wiper/washer, OEM air conditioner/heater/defogger, seat belt and rear view mirrors.

4.7.9 ACCESSIORIES: Horn, SMV symbol attached to left rear of vehicle, 20 lb. fire extinguisher, back-up alarm, two (2) front and two (2) rear adjustable flood lights. Unit to have rotating beacon/strobe light installed. Operator's seat shall be bucket type with adjustments for fore/aft and suspension. Seat shall slide laterally to provide left, right and center seating positions.

4.7.10 BRAKES: Parking brake shall be spring applied, hydraulic release disc type brake. Parking brake shall apply either with manual switch or upon engine shutdown.

4.7.11 FRAME: Articulated with 25-degree articulation in each direction. Joint shall be permanently sealed and require no greasing. Center joint shall provide oscillation of 6 degrees in each direction.

4.7.12 VANDALISM PROTECTION: Full OEM vandalism protection package to include locking engine panels, lighting covers, fluid cap locking devices, battery box cover with locking device, tool box with locking device, instrument cover with locking device(s). All locks shall be keyed alike.

4.7.13 MISCELLANEOUS ITEMS: Electric horn, ROPS operator area, and key type ignition.

4.7.14 ACCEPTABLE MODELS: Vibromax 752C, Hamm HD-110, or proven equal.

4.8	**ITEM**	**QUANTITY**	**DESCRIPTION**
	6	**1 Each**	**Pneumatic, Articulated Tired Roller**

SPECIFICATIONS:

4.8.1 ENGINE: Diesel, minimum 4 cylinder, minimum 74 horsepower, water cooled, 12 volt cranking/charging system. Two-stage air cleaner system with service indicator and vacuator valve. Full flow oil filter with spin on replacement. Engine neutral safety interlock. Engine & hydraulic cooling to allow work in high ambient temps. Fill points to allow ease of filling and daily fluid checks. Unit offered shall meet current EPA Tier IV exhaust emission standard.

4.8.2 TRANSMISSION: Hydrostatic drive with wheel motors mounted directly to the drive wheels, a single electric displacement control lever to control direction, speed and braking. **NO CHAIN DRIVES**. Ground speed to be a minimum of 0 to 12 mph.

4.8.3 BRAKES: Service braking to be dynamic through the hydrostatic transmission. Parking brake to be spring applied, hydraulically released. Parking brake interlock to be wired into the hydrostatic control so no propel torque is applied when the brake switch is on.

4.8.4 WHEELS: Rollers to have nine (9) wheels, five (5) on the front and four (4) on the rear. The four (4) on the rear are to be drive wheels. All wheels to oscillate, individually or in pairs. Rollers to be equipped with 7:50 X 15, 14 ply smooth radial compactor type tires.

4.8.5 CONTROLS: Full hydraulic powered articulated frame steering through orbital control. The operator's compartment will have a single swivel seat with minimum 180 degree rotation.

4.8.6 INSTRUMENTATION: To be equipped with an instrument panel with the following gauges or warning lights; fuel level, hours of operation, engine speed, oil pressure, water temperature and volt meter. A dual hydraulic sight level and temperature gauge. Vandal cover for the instrument panel and all accessible fluid tanks.

4.8.7 SPRINKLER SYSTEM: To be equipped with a minimum 100 gallon water tank with spray nozzles and mats for each individual tire. Tank will be equipped with a 70 mesh filler screen and 100 mesh in line filter. The water system to turn on automatically when the roller is placed in motion and turn off when stopped.

4.8.8 BALLAST COMPARTMENTS: Unit to have minimum of two (2) ballast compartments or a removable steel weight system. Weights or ballast compartment must be sufficient to provide a minimum of 24,000 lb. roller operating weight.

4.8.9 ACCESSORIES: Unit to be equipped with ROPS and FOPS with a sun shade. Seat belt, back up alarm, LED where available strobe light, tail lights (2), work lights (2 front, 2 rear), directional lights (2 front, 2 rear).

4.8.10 SAFETY: Designed to accommodate chains for safe loading and hauling.

4.9	ITEM	QUANTITY	DESCRIPTION
	7	1 Each	**Articulated Tandem Roller with Two Vibratory Drums**

SPECIFICATIONS:

4.9.1 ENGINE: Diesel, minimum 3 cylinder, minimum 30 horsepower, Minimum SAE 30.7/22 rated. Minimum ISO 22,9/31 rated. Unit offered shall meet current EPA Tier IV intermediate exhaust emission standard.

4.9.2 DRIVE: Hydrostatic drive with hydraulic motors. NO CHAIN DRIVES. Ground speed to be a minimum of 0 to 6 mph.

4.9.3 BRAKES: Service braking to be dynamic through the hydrostatic transmission. Parking brake to be spring applied, hydraulically released. Parking brake interlock to be wired into the hydrostatic control so no propel torque is applied when the brake switch is on.

4.9.4 WHEELS: Drum thickness both front and rear to be a minimum of 0.5 inches. Turning inside radius shall be 93 inches minimum. Working widths shall be a minimum of 47 inches.

4.9.5 CONTROLS: Full hydraulic powered articulated frame steering through orbital control. The operator's compartment will have one (1) fully adjustable shock mounted seat with slide capability for safety.

4.9.6 INSTRUMENTATION: To be equipped with an instrument panel with the following gauges or warning lights; fuel level, hours of operation, engine speed, oil pressure, water temperature and volt meter. A dual hydraulic sight level and temperature gauge. Vandal cover for the instrument panel and all accessible fluid tanks.

4.9.7 SPRINKLER SYSTEM: To be equipped with a minimum 42 gallon water tank. Tank will be equipped with a 70 mesh filler screen and 100 mesh in line filter. Sprinkling actuation shall be interval/manual.

4.9.8 ACCESSORIES: Unit to be equipped with ROPS. Seat belt, back up alarm, strobe light, tail lights (2), work lights (2 front, 2 rear),

4.9.9 SAFETY: Designed to accommodate chains for safe loading and hauling.

4.10	ITEM	QUANTITY	DESCRIPTION
	8	1 Each	**Articulated Tandem Roller with Two Vibratory Drums**

SPECIFICATIONS:

4.10.1 BASIC CONFIGURATION: Industrial, diesel or gasoline powered, riding vibratory roller. Industrial, diesel powered, riding vibratory roller Weight to be a minimum 1,000lbs with one (1) compaction roller and two (2) stabilizing rollers.

4.10.2 ENGINE: Industrial type diesel engine. One (1) or two (2) cylinders, four (4) stroke with minimum of 10 HP.

4.10.3 ELECTRICAL SYSTEM: Unit to be equipped with a 12 Volt electrical system with electrical start and key type ignition.

4.10.4 WATER TANK: Eight (8) quart minimum

4.10.5 COLOR: OEM standard production color.

4.10.6 ROLLERS: Unit to be equipped with one (1) compaction roller with two (2) stabilizing rollers 25" inch wide minimum.

4.10.7 OPERATION: Unit to be 4,000 VPM with an impact force of 3,700 lbs minimum

4.10.8 TRANSMISSION: Unit to be equipped with a hydrostatic transmission with a maximum travel speed of 2.5 MPH.

4.10.9 MISCELLANEOUS: Lift hooks to enable machine to be carried on tailgate of dump trucks.

4.10.10 ACCEPTABLE MODEL: RD12 Wacker or proven equal.

4.11	**ITEM**	**QUANTITY**	**DESCRIPTION**
	9	**2 Each**	**Steering Skid Loader**

SPECIFICATIONS:

4.11.1 ENGINE: Diesel, water-cooled, 4 cycle, minimum 74 SAE net hp, spin on dry type oil filter, dry type air filter, minimum fuel capacity 21 gallons. A 12 volt starting/charging system, minimum 45-amp alternator.

4.11.2 Controls – Hand controls or joysticks will control speed, direction, boom and bucket operations.

4.11.3 TRANSMISSION: Hydrostatic, protected by 10 micron replaceable cartridge filter.

4.11.4 HYDRAULIC SYSTEM: Minimum GPM 20, protected by 6-micron spin on replaceable element with warning light. Auxiliary quick disconnect hydraulics for attachments with flat face couplers.

4.11.5 BRAKE SYSTEM: Hydrostatic with parking brake.

4.11.6 PERFORMANCE SPECIFICATIONS: Operating weight minimum of – 5,875 lb. without additional weights or filled tires, SAE operating load minimum 1,800 lbs. lift capacity 2500 lbs. Dump clearance at full height 102-inches, maximum operating height – 153 inches.

4.11.7 TIRES: Heavy Duty Lug type tires, minimum 12 X 16.5 tire size, solid rubber tires.

4.11.8 ATTACHMENTS: Dirt And Foundry Bucket – Minimum 72-inch, maximum 76-inch width with minimum 17.5 cubic foot heaped capacity. Heavy duty adjustable rail forks with counter balance weight kit. Brush grapple bucket with independently operated top and bottom tines.

4.11.9 SAFETY EQUIPMENT: OSHA standard ROPS/FOPS with safety screens on sides and rear window to reduce engine noise, warning horn, backup alarm, starting safety mechanism, seat belt. Four work lights, two (2) front and two (2) rear. Equipped with lifting eyes.

4.12	**ITEM**	**QUANTITY**	**DESCRIPTION**

10 1 Each Steering Skid Loader for Aviation

SPECIFICATIONS:

4.12.1 DELETED

4.12.2 Width with the bucket attached should be 74 inches.

4.12.3 DELETED

4.12.4 DELETED

4.12.4 Turning Radius will be 85.8 inches or less.

4.12.5 DELETED

4.12.6 ENGINE: Engine will be joystick controlled with a maximum travel speed of 12.3 mph with 2 speed option. Engine will be at least 84 HP, Diesel, turbo charged and be liquid engine cooled. Minimum Tier 4 interim.

4.12.7 CAB: Unit will have a 1 person cab enclosure pressurized with a rear window and top window. To include AC & Heating System

4.12.8 HYDRAULIC SYSTEM: Unit will have a system relief at quick couplers of 3500psi minimum. An auxiliary std flow of 23 gpm and an auxiliary high flow of 36.6 gpm are the minimum mandatory requirements.

4.12.9 TIRES: Solid rubber; manufacturer's standard.

4.12.10 TIRES PERFORMANCE: Unit will have a minimum Rated Operating Capacity of 3350 lbs. The operating weight of this unit must be at least 9175 lbs. The tipping load of this unit can be no more than 6700 lbs. Standard braking system and safety features will be included.

4.12.10 FUEL SYSTEM: Fuel tank must be a minimum of 27.2 gallons and DEF tank must be a minimum of 5 gallons.

4.12.11 CONVENIENCE FEATURES: Adjustable seating, backup alarm, operating lights, parking brake, seat belt, engine shutdown option, auxiliary hydraulics, a spark arrestor muffler, horn, engine hour meter

4.12.12 SEATING: Optional Deluxe Suspension Seat. Cloth or premium synthetic upholstery with retractable seatbelt should be available.

4.12.13 SAFETY: Seatbelts, running daytime lights, backup alarm

4.12.14 MISCELLANEOUS / OTHER: Bob-Tach Attachment Mounting System or equivalent. Must be able to accommodate the current six Bobcat attachments currently used by Stinson Airport. These attachments can be viewed by bidders, by appointment, with Stinson Airport Staff.

Must fit all of the following attachments:

- Sweeper attachment Model 68 Angel Broom
- Cement Mixer attachment Model MIMixer
- Fork attachment Model GRPL66INDL
- Dozer attachment Model 80Dozer
- Brush Cat attachment Model BrushCat60
- Hoe Digger attachment Model 15C
- Mulcher attachment Model M60S
- **Equivalent to Bobcat model S770**

DELETE:

4.13 ITEM QUANTITY DESCRIPTION

11	1 Each	**Wheeled Loader**

4.14	ITEM	QUANTITY	DESCRIPTION
	12	1 Each	**Trailer Mounted Pressure Washer**

SPECIFICATIONS:

4.14.1 ENGINE: Minimum 13 HP gasoline engine with diesel fired burner. Unit shall have electric start with pull start back up and hour meter. Unit shall include a 12V deep cycle battery for electric starter.

4.14.2 EQUIPMENT: Unit shall be capable of producing a minimum 3.8 GPM @3500 PSI. Unit shall have a chemical injection system with pressure and temperature control device capable up to 240 degrees. Unit shall have a minimum 50'ft, ¾" supply garden hose with reel that shall fill tank. Unit shall have heavy duty hose reel capable of holding up to a minimum 100' of 3/8 inch high-pressure hose. Unit shall have a minimum 225 polyethylene tank with D.O.T. bands and over fill protection. Water shall be heated via a 12 Volt diesel burner. Burner fuel tank capacity shall be a minimum of 10 gallons.

4.14.3 CHASSIS: Unit shall be mounted on a minimum 10' ft long trailer with 3,500 lb capacity axle. Unit shall have a minimum 12" inch wheels, lights, fenders, and jack casters.

4.15	ITEM	QUANTITY	DESCRIPTION
	13	2 Each	**Trailer Mounted Self Feeding Brush Chipper**

SPECIFICATIONS:

4.15.1 ENGINE: Diesel powered engine to provide a minimum 180 HP. Engine shall be rubber mounted.

4.15.2 EQUIPMENT: In feed opening to be a minimum 12" x 17" inches. In feed length to be a minimum 60" inches. Unit shall have dual-edged cutter knives and a rubber mounted cutter housing. 21" capacity drum style minimum 22" x 28" opening, 36" diameter, and 28" wide drum / dual edge bottom knives. Unit to have a clutch-less or auto PTO. Unit shall have a discharge chute that can rotate a minimum 180 degrees. Unit shall have a lower-feed stop bar for operator safety.

4.15.3 BODY: Unit to have a minimum tandem of 7k axle with electric brakes, hydraulic winch (with controls), and rear traffic beacon lights. Length including fully extended tongue not to exceed 259" inches. Shall have a rubber-torsion suspension system. Unit shall have a 12-volt system with stop, turn, and license plate lights

4.16	ITEM	QUANTITY	DESCRIPTION
	14	2 Each	**Wheeled Excavator, Diesel**

SPECIFICATIONS:

4.16.1 ENGINE: The wheeled excavator shall have a minimum of 245 net horsepower, turbo aspiration, 6-cylinder diesel engine.

4.16.2 OPERATION WEIGHT: Operation weight shall be 49,684 lb. minimum

4.16.3 TRANSMISSION: Minimum six speed automatic, 6 x 6 drive system.

4.16.4 FRONT AXLE: All wheel drive; operator controlled front axle hydraulic lock.

4.16.5 CHASSIS: Remote greasing block connecting external grease fittings by use of grease header or junction blocks.

4.16.6 COUNTER WEIGHT: Heavy Duty, so machine can be able to lift and dig 20' over side and over end 4,795 minimum.

4.16.7 FUEL TANK: Locking lid cap. 100 gallon capacity preferred.

4.16.8 UNDERCARRIAGE: Unit shall have a wheelbase of 13 feet minimum, with front 425/65R22.5 on/off highway traction tread; and 11R24.5 LR (H) on/off highway traction tread OR EQUIVALENT.

4.16.9 HYDRAULIC SYSTEM: One-load sensing axial piston pump, two hoist cylinders, one tool cylinder, and one telescope cylinder.

4.16.10 SWING: Axial piston motor, swing speed 8 rpm, automatic spring/hydraulic release wet disc parking break, and swing clearance rear upper structure minimum 7' feet.

4.16.11 LIFT CAPACITIES: Above ground at 20'feet at 4,795 lbs minimum over end and over side. Below ground at 15' feet at 4,940 lbs minimum.

4.16.12 BRAKE SYSTEM: 6x6 front Meritor Q Plus Series Cam Master Automatic slack adjusters or equivalent. Rear Meritor P Series Cam Master Automatic Slack Adjuster or Equivalent. Spring Break System with emergency and parking brakes on the rear axle. Heated air dryer.

4.16.13 ELECTRICAL: 24 volt electrical system with a 70 amp alternator.

4.16.14 CONTROLS: Two joysticks to control hoist & bucket, telescope, & swing), one tilt control, both adjustable for operator ease. Two foot pedals for remote control of undercarriage steering, travel, and brakes.

4.16.15 BUCKET: Minimum 60" ditching bucket per manufacturer's standard specifications.

4.16.16 CAB: Fully enclosed cab shall be equipped with a safety control feature for engine auto idle. The cab shall be equipped with all weather cab, safety shatter-proof tinted glass (all windows), factory air, heater/defroster, windshield wipers, temperature gauges, oil indicator, tool kit, fire extinguisher, operating lights, air cooling fan, and other manufacture's standard equipment.

4.16.17 SAFETY: Backup alarm, grab handles/steps, pull loops on undercarriage designed to accommodate chains with 5/8 hooks.

4.16.18 ACCEPTABLE MODEL: XL 4100 or proven equal.

4.17	**ITEM**	**QUANTITY**	**DESCRIPTION**
	15	**5 Each**	**Motor Grader, Diesel**

SPECIFICATIONS:

4.17.1 ENGINE: The Motor Grader shall have a minimum of 160 net horsepower, 4-cycle turbo aspiration, 6 - cylinder diesel engine.

4.17.2 WEIGHT: Base weight shall be 33,000 lb. minimum. Maximum combined capacity shall be a maximum of 46,000lbs.

4.17.3 TRANSMISSION: 8 gears forward, 4 gears reverse.

4.17.4 STEERING: Hydrostatic power steering that meets SAE J1511 October 1990. Minimum turning radius using front axle is 25' minimum, steering arc 72 degrees, articulation angle 20 decrees left and right with articulation lock.

4.17.5 FRONT AXLE: Wheel lean minimum 16 degrees left and right; oscillation 16 degrees up and down; ground clearance 20" minimum.

4.17.6 CIRCLE: Hydraulic 2 cylinder drive with two points of leverage and 360 degrees rotation.

4.17.7 DRAWBAR: Adjustable to accommodate different tire sizes.

4.17.8 BLADE BASE: Minimum 8'6" blade

4.17.9 MOLDBOARD: Standard moldboard with replaceable end parts, metal edge, and common bolt size 5/8" preferred. Minimum moldboard width to be 12 foot, minimum moldboard height to be 24 inches.

4.17.10 FUEL TANK: Locking lid cap. 100 gallon capacity preferred.

4.17.11 BRAKE SYSTEM: Foot operated service breaks and parking brake that comply with SAE Recommended Practice 1473 October 1990 and J1152 April 1980; ISO 3450-1993-01-28. All brake components shall be asbestos free.

4.17.12 ELECTRICAL: 24 volt electrical system with an 80 amp alternator.

4.17.13 ATTACHMENTS: Rear Ripper/Scarifier

4.17.14 CAB: Fully enclosed ROPS (ISO 3471) / FOPS (ISO 3449) the cab shall be equipped with a safety control feature for engine auto idle. The cab shall be equipped with all weather cab, safety shatter-proof tinted glass (all windows), factory air, heater/defroster, windshield wipers, temperature gauges, oil indicator, tool kit, fire extinguisher, operating lights, vandalism protection covers, air cooling fan, and other manufacture's standard equipment.

4.17.15 SAFETY: Backup alarm, grab handles/steps, pull loops on undercarriage designed to accommodate chains with 5/8 hooks.

4.17.16 Minimum tire size 14.00- 24, G-2

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

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

Liquidated Damages for Delay:

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

Change Orders.

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

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

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

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

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

Insurance.

Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department-Purchasing Division, which shall be clearly labeled "PURCHASE OF HEAVY EQUIPMENT (1)" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Finance Department-Purchasing Division. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

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

A Vendor's financial integrity is of interest to City; therefore, subject to Vendor's right to maintain reasonable deductibles in such amounts as are approved by City, Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension here of, at Vendor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with

an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

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

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

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

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

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

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

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

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

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

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Vendor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend

Vendor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

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

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

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

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

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

Incorporation of Attachments.

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

Attachment A – Price Schedule
Attachment B – City of San Antonio Local Preference Program Forms
Attachment C – Supplemental Information Related to the State of Texas Conflict of Interest Requirement
Attachment D – Nondiscrimination Clause
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.:	1037083
Signer's Name:	Patrick E. Welch
Name of Business:	MARENTCO INC.; Dda Tejas Equipment Sales
Street Address:	6380 Randolph Blvd.
City, State, Zip Code:	San Antonio, Tx 78233
Email Address:	patrick@tejasequipment.com
Telephone No.:	210-749-5588
Fax No.:	210-590-1432
City's Solicitation No.:	6100005685

Marentco Inc., dba Tejas Equipment Sales

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
REVISED 4/11/2015:

PRICE SCHEDULE

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.

ITEMS PRICING

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

PRICE EACH: $ 23,064.48

TOTAL: $ 46,128.96

YEAR, MAKE & MODEL OFFERED:
2015 HELI CPYD30C-LP

SPECIFIC MAKE & MODEL OF ENGINE OFFERED (INCLUDE SAE NET HP):
GM-LP Vortec 3.0 Liter w/Cast Iron Head/61.5 hp.

TRANSMISSION OFFERED:
Power Shift - Single Speed

WARRANTY:
1-Year 2000 hr. Unlimited / 2-Year 4000 hr. Powertrain

WARRANTY SERVICE PROVIDER NAME:
Tejas Equipment Sales / Heli Corp. Certified Dealer

WARRANTY FACILITY ADDRESS:
6380 Randolph Blvd.; San Antonio Tx 78233

DELIVERY WILL BE MADE WITHIN 120 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: 9-30-15

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 7-31-15.

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

ITEM	QUANTITY	DESCRIPTION
2	1 Each	Forklift, 15,000 lbs., LPG

PRICE EACH: $

TOTAL: $

YEAR, MAKE & MODEL OFFERED:

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

TRANSMISSION OFFERED:

WARRANTY:

WARRANTY SERVICE PROVIDER NAME:

WARRANTY FACILITY ADDRESS:

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

PRODUCTION CUT-OFF DATE: _____

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

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

ITEM	QUANTITY	DESCRIPTION
3	4 Each	Asphalt/Concrete Saw

PRICE EACH: $_____

TOTAL: $_____

YEAR, MAKE & MODEL OFFERED:

_____

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

_____

WARRANTY:

_____

WARRANTY SERVICE PROVIDER NAME:

_____

_____

WARRANTY FACILITY ADDRESS:

_____

_____

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

PRODUCTION CUT-OFF DATE: _____

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

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

ITEM	QUANTITY	DESCRIPTION
4	1 Each	Milling Machine/ Asphalt Planer

DELETED:

ITEM	QUANTITY	DESCRIPTION
5	2 Each	8 Ton Double Drum Vibratory Roller

PRICE EACH: $_____

TOTAL: $_____

YEAR, MAKE & MODEL OFFERED:

_____

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

_____

WARRANTY:

_____

WARRANTY SERVICE PROVIDER NAME:

_____

_____

WARRANTY FACILITY ADDRESS:

_____

_____

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

PRODUCTION CUT-OFF DATE: _____

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

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

ITEM	QUANTITY	DESCRIPTION
6	1 Each	Pneumatic, Articulated Tired Roller

PRICE EACH: $_____

TOTAL: $_____

YEAR, MAKE & MODEL OFFERED:

_____

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

_____

TRANSMISSION OFFERED:

_____

WARRANTY:

_____

WARRANTY SERVICE PROVIDER NAME:

_____

_____

WARRANTY FACILITY ADDRESS:

_____

_____

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

PRODUCTION CUT-OFF DATE: _____

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

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

ITEM	QUANTITY	DESCRIPTION
7	1 Each	**Articulated Tandem Roller with Two Vibratory Drums**

PRICE EACH: $ 42,014.80

TOTAL: $ 42,014.80

YEAR, MAKE & MODEL OFFERED:

2015 Wacker Neuson RD27-120

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

Kubota D1803 / 49.6 HP.

WARRANTY:

3 - Year machine / 5 - Year Engine Warranty

WARRANTY SERVICE PROVIDER NAME:

Tejas Equipment Sales / Wacker Neuson Dealer

WARRANTY FACILITY ADDRESS:

6380 Randolph Blvd.
San Antonio, Tx 78233

DELIVERY WILL BE MADE WITHIN 120 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: 9-30-2015

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 7-31-15.

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

ITEM	QUANTITY	DESCRIPTION
8	1 Each	**Articulated Tandem Roller with Two Vibratory Drums**

PRICE EACH: $ 15,223.90

TOTAL: $ 15,223.90

YEAR, MAKE & MODEL OFFERED:

2015 Wacker Neuson-RD12

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

Wacker WM650 / 18 HP.

WARRANTY:

3 - Year machine / 5 - Year Engine Warranty

WARRANTY SERVICE PROVIDER NAME:

Tejas Equipment Sales - Wacker Dealer

WARRANTY FACILITY ADDRESS:

6380 Randolph Blvd, San Antonio Tx, 78233

DELIVERY WILL BE MADE WITHIN 120 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: 9-30-2015

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 7-30-15

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

ITEM	QUANTITY	DESCRIPTION
9	2 Each	Steering Skid Loader

PRICE EACH: $ 49,449.77 (Includes All Attachments in Addem. II)

TOTAL: $ 98,899.54

YEAR, MAKE & MODEL OFFERED:

2015 Wacker Neuson SW28 / Bradco Attachments

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

Perkins Diesel - Turbo Charged 854 Tier 4 final / 74.3 hp.

WARRANTY:

2-Year 2000 hrs.

WARRANTY SERVICE PROVIDER NAME:

Tejas Equipment Sales
6380 Randolph Blvd., San Antonio, Tx. 78233

WARRANTY FACILITY ADDRESS:

6380 Randolph Blvd., San Antonio, Tx 78233

DELIVERY WILL BE MADE WITHIN 120 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: 9-30-2015

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 7-31-15.

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

ITEM	QUANTITY	DESCRIPTION
10	1 Each	**Steering Skid Loader for Aviation**

PRICE EACH: $_____

TOTAL: $_____

YEAR, MAKE & MODEL OFFERED:

_____

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

_____

WARRANTY:

_____

WARRANTY SERVICE PROVIDER NAME:

_____

_____

WARRANTY FACILITY ADDRESS:

_____

_____

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

PRODUCTION CUT-OFF DATE: _____

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

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

ITEM	QUANTITY	DESCRIPTION
11	1 Each	**Wheeled Loader**

DELETED:

ITEM	QUANTITY	DESCRIPTION
12	1 Each	**Trailer Mounted Pressure Washer**

PRICE EACH: $_____

TOTAL: $_____

YEAR, MAKE & MODEL OFFERED:

_____

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

_____

WARRANTY:

_____

WARRANTY SERVICE PROVIDER NAME:

_____

_____

WARRANTY FACILITY ADDRESS:

_____

_____

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

PRODUCTION CUT-OFF DATE: _____

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

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

ITEM	QUANTITY	DESCRIPTION
13	1 Each	**Trailer Mounted Self Feeding Brush Chipper**

PRICE EACH: $_____

TOTAL: $_____

YEAR, MAKE & MODEL OFFERED:

_____

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

_____

WARRANTY:

_____

WARRANTY SERVICE PROVIDER NAME:

_____

_____

WARRANTY FACILITY ADDRESS:

_____

_____

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

PRODUCTION CUT-OFF DATE: _____

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

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

ITEM	QUANTITY	DESCRIPTION
14	2 Each	Wheeled Excavator, Diesel

PRICE EACH: $_____

TOTAL: $_____

YEAR, MAKE & MODEL OFFERED:

_____

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

_____

WARRANTY:

_____

WARRANTY SERVICE PROVIDER NAME:

_____

_____

WARRANTY FACILITY ADDRESS:

_____

_____

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

PRODUCTION CUT-OFF DATE: _____

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

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

ITEM	QUANTITY	DESCRIPTION
15	5 Each	Motor Grader, Diesel

PRICE EACH: $_____

TOTAL: $_____

YEAR, MAKE & MODEL OFFERED:

_____

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

_____

WARRANTY:

_____

WARRANTY SERVICE PROVIDER NAME:

_____

_____

WARRANTY FACILITY ADDRESS:

_____

_____

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

PRODUCTION CUT-OFF DATE: _____

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

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

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

CITY OF SAN ANTONIO

PURCHASING AND GENERAL SERVICES DEPARTMENT

FORMAL INVITATION FOR BID ("IFB") NO.: 6100005685

PURCHASE OF HEAVY EQUIPMENT (1) ORIGINAL

Date Issued: FEBRUARY 25, 2015

BIDS MUST BE RECEIVED **NO LATER** THAN:
2:00 PM CENTRAL TIME, MARCH 25, 2015

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

Address for hard copy responses:

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

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

For Hard Copy Submissions, Mark Envelope

"PURCHASE OF HEAVY EQUIPMENT (1)"

Bid Due Date: 2:00 p.m. (CT), MARCH 18, 2015

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 MARCH 3, 2015 at 10:00 AM (CT) at BUILDING & EQUIPMENT SERVICES, FLEET TRAINING ROOM, 329 S. Frio St, San Antonio, TX 78207

Staff Contact Person: LD MCGARITY, PROCUREMENT SPECIALIST II, P.O. Box 839966, San Antonio, TX 78283-3966.
Email: ld.mcgarity@sanantonio.gov

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

SBEDA Contact Information: Diane E. Nicho (EDD), 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 purchase 27 heavy equipment units in accordance with the Building and Equipment Services Department specifications listed herein. This equipment will be utilized by the Aviation, Convention Sports and Entertainment Facilities, Solid Waste Management, Parks & Recreation, and Transportation and Capital Improvements departments for various construction and/or repair projects across the City.

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

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

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 1000 miles accumulated on the odometer will not be accepted. All vehicles are required to have a full tank(s) when delivered to City specified location.

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

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

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

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

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

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

4.2.10 Units shall be equipped with OEM, or equal, warning and shut down systems for low oil pressure and or high coolant temperature at a minimum. This requirement **applies to all** bid line items.

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

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

SPECIFICATIONS:

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

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

4.3.3 UPRIGHT HEIGHT: Mast shall be of triple stage design, maximum fork height (MFH) 185", maximum overall height lowered (OHL) 100" or less.

4.3.4 BRAKES - Oil cooled wet disc brakes with power assist. Unit must include a hand operated park brake.

4.3.5 STEERING - Power assisted.

4.3.6 SAFETY EQUIPMENT – Roll over Protection System (ROPS) to meet OSHA standard. Safety seat with lateral restraints, seat belt and latching seat deck.

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

4.3.8 LOAD CAPACITY - Unit to be rated at 6,000 lbs., on 24 inch load center.

4.3.9 CARRIAGE OR INTEGRAL SIDESHIFTER: shall be equipped with a Side Shifter Fork Positioner

4.3.10 FORKS: 1.8" X 4.9" X 42" hook type- pallet.

4.3.11 TIRES - Manufacturer's standard (NO FLAT) pneumatic.

4.3.12 HYDRAULIC SYSTEM - Protected with return line filter and suction screen.

4.3.13 OPERATORS STATION - Audible back-up alarm, low LPG fuel warning light, amber strobe light mounted to top of OHG, dual (2) OHG front mounted adjustable head lights, tail lights and turn signals, cowl mounted control levers, tilt steering wheel, Minimum one (1) Rear view convex mirror and hour meter. Minimum two keys shall be provided.

4.3.14 FUEL TANK(S) – Unit shall include two (2) LPG tanks, size will be 43#. One shall be delivered installed on the unit and filled to capacity and the other one will be empty spare.

4.3.15 COLOR: OEM standard production color.

4.4	ITEM	QUANTITY	DESCRIPTION
	2	**1 Each**	**Forklift, 15,000 lbs., LPG**

SPECIFICATIONS:

4.4.1 ENGINE: Minimum 4.6 L, V-6 LPG Engine- EPA Compliant.

4.4.2 TRANSMISSION: Three speed power shift transmission. All configurations to have neutral safety start switch and single lever control for reversing directions.

4.4.3 UPRIGHT HEIGHT: Mast shall be of triple stage design, maximum fork height (MFH) 190" maximum overall height lowered (OHL) 105" or less.

4.4.4 CARRIAGE OR INTEGRAL SIDESHIFTER: shall be equipped with a Side Shifter Fork Positioner

4.4.5 FORKS: 47" x 7" x 2.40" – Pin Type. Unit to be equipped with 48" Shaft Mounted forks and an 80" wide carriage.

4.4.6 MAST TILT: 10 Deg Back/ 10 Deg forward

4.4.7 HOUST ADAPTIONS: Double- 4 hoses (internal)

4.4.8 BRAKES: Oil cooled wet disc brakes with power assist. Unit must include a hand operated park brake.

4.4.9 AUXILIARY CONTROL VALVE: 4 Spool Valve with 2 additional levers.

4.4.10 DRIVE TIRES: Dual solid pneumatic tires- Shaped 8.25 x 15

4.4.11 STEER TIRES: Solid pneumatic tires- Shaped 8.25 x 15

4.4.12 SEAT: Vinyl full suspension seat with adjustable backrest.

4.4.13 Operators Station - Audible back-up alarm, low LPG fuel warning light, amber strobe light mounted to top of OHG, dual (2) OHG front mounted adjustable head lights, tail lights and turn signals, cowl mounted control levers, tilt steering wheel, Minimum one (1) Rear view convex mirror and hour meter. Minimum two keys shall be provided.

4.4.14 Fuel Tank(s) – Unit shall include two (2) LPG tanks, size will be 43#. One shall be delivered installed on the unit and filled to capacity and the other one will be empty spare.

4.4.15 COLOR: OEM standard production color.

4.5	ITEM	QUANTITY	DESCRIPTION
	3	4 Each	**Asphalt/Concrete Saw**

SPECIFICATIONS:

4.5.1 ENGINE: Gasoline powered minimum 35 HP engine

4.5.2 ACCESSORIES: Slip on blade guard. Instrumentation console mounted, instrument panel, removable with wiring harness and fuse protection. Electro hydraulic lift and lower with built in quick release and variable lower switch. Manual by pass for free wheeling capability. Sealed transmission (excluding sprocket and chain). Speed range 0 to 220 FPM forward and reverse and rear wheel adjustable tracking.

4.5.3 BLADE: Left to right side mounting. Blade shaft speed to be a minimum 1500 RPM with a one inch (1") blade shaft diameter. The blade diameter is minimum 26 inches.

4.5.4 ACCEPABLE MODEL: Target FS 3500, or proven equal.

DELETE:

4.6	ITEM	QUANTITY	DESCRIPTION
	4	1 Each	**Milling Machine/ Asphalt Planer**

4.7	ITEM	QUANTITY	DESCRIPTION
	5	2 Each	**8 Ton Double Drum Vibratory Roller**

SPECIFICATIONS:

4.7.1 ENGINE: Diesel, minimum SAE net horsepower 100 rated at not more than 2,100 rpm. Full-flow, two-stage fuel filter with water separator, Davco Fuel Pro 382, or proven equal, full flow oil-filtering system with disposable spin-on element, double element dry type air cleaner with turbo type pre-cleaner and service indicator. Fuel capacity to be minimum 37 U.S. gallons.

4.7.2 PROPULSION: Dual drum hydrostatic drive with dual lever forward, reverse and travel speed control. Infinitely variable travel speed with three-speed drive and minimum top speed of 7.4 mph.

4.7.3 DRUMS: Drum rolling width minimum 66-inches and 47-inches diameter. Drums to be steel, with minimum 0.65-inch shell thickness and a curb clearance of minimum 13 - inches. Drums to be equipped with spring loaded, flexible, double acting, replaceable double blade scrapers, and full width coca mats. Operating weight, minimum 23,300 lbs.

4.7.4 VIBRATING SYSTEM: Dual drum vibration system with independent on/off control for each drum. Switch for automatic vibration shutoff as travel control passes through the neutral position. Dual frequency shall be 2520 vpm in low amplitude and 1980 vpm in high amplitude. Maximum centrifugal force shall be minimum 26,400 lbs. per drum.

4.7.5 SPRAY SYSTEM: Fan-jet type spray nozzles with filters, minimum 215 gallon corrosion resistant water tank with strainer and lockable fill cap. Must be pressurized and cover full width of each drum. Water flow to be

adjustable from operator's position, and have variable intermittent spray control switch. Sprinkler to have variable flow adjustment for each drum.

4.7.6 INSTRUMENTS: Hour meter, engine oil, coolant temperature, hydraulic system restriction, alternator charge, neutral start position, fuel gauges and "brake on" indicator.

4.7.7 ELECTRICAL SYSTEM: 12 volts, minimum 63 amp alternator and minimum 120 amp hour battery.

4.7.8 CAB: Cab shall have integral ROPS/FOPS, noise and vibration isolation, tinted glass, opening side glass 3-speed fan, air filtration system, front and rear wiper/washer, OEM air conditioner/heater/defogger, seat belt and rear view mirrors.

4.7.9 ACCESSIORIES: Horn, SMV symbol attached to left rear of vehicle, 20 lb. fire extinguisher, back-up alarm, two (2) front and two (2) rear adjustable flood lights. Unit to have rotating beacon/strobe light installed. Operator's seat shall be bucket type with adjustments for fore/aft and suspension. Seat shall slide laterally to provide left, right and center seating positions.

4.7.10 BRAKES: Parking brake shall be spring applied, hydraulic release disc type brake. Parking brake shall apply either with manual switch or upon engine shutdown.

4.7.11 FRAME: Articulated with 25-degree articulation in each direction. Joint shall be permanently sealed and require no greasing. Center joint shall provide oscillation of 6 degrees in each direction.

4.7.12 VANDALISM PROTECTION: Full OEM vandalism protection package to include locking engine panels, lighting covers, fluid cap locking devices, battery box cover with locking device, tool box with locking device, instrument cover with locking device(s). All locks shall be keyed alike.

4.7.13 MISCELLANEOUS ITEMS: Electric horn, ROPS operator area, and key type ignition.

4.7.14 ACCEPTABLE MODELS: Vibromax 752C, Hamm HD-110, or proven equal.

4.8	ITEM	QUANTITY	DESCRIPTION
	6	1 Each	**Pneumatic, Articulated Tired Roller**

SPECIFICATIONS:

4.8.1 ENGINE: Diesel, minimum 4 cylinder, minimum 74 horsepower, water cooled, 12 volt cranking/charging system. Two-stage air cleaner system with service indicator and vacuator valve. Full flow oil filter with spin on replacement. Engine neutral safety interlock. Engine & hydraulic cooling to allow work in high ambient temps. Fill points to allow ease of filling and daily fluid checks. Unit offered shall meet current EPA Tier IV exhaust emission standard.

4.8.2 TRANSMISSION: Hydrostatic drive with wheel motors mounted directly to the drive wheels, a single electric displacement control lever to control direction, speed and braking. **NO CHAIN DRIVES**. Ground speed to be a minimum of 0 to 12 mph.

4.8.3 BRAKES: Service braking to be dynamic through the hydrostatic transmission. Parking brake to be spring applied, hydraulically released. Parking brake interlock to be wired into the hydrostatic control so no propel torque is applied when the brake switch is on.

4.8.4 WHEELS: Rollers to have nine (9) wheels, five (5) on the front and four (4) on the rear. The four (4) on the rear are to be drive wheels. All wheels to oscillate, individually or in pairs. Rollers to be equipped with 7:50 X 15, 14 ply smooth radial compactor type tires.

4.8.5 CONTROLS: Full hydraulic powered articulated frame steering through orbital control. The operator's compartment will have a single swivel seat with minimum 180 degree rotation.

4.8.6 INSTRUMENTATION: To be equipped with an instrument panel with the following gauges or warning lights; fuel level, hours of operation, engine speed, oil pressure, water temperature and volt meter. A dual hydraulic sight level and temperature gauge. Vandal cover for the instrument panel and all accessible fluid tanks.

4.8.7 SPRINKLER SYSTEM: To be equipped with a minimum 100 gallon water tank with spray nozzles and mats for each individual tire. Tank will be equipped with a 70 mesh filler screen and 100 mesh in line filter. The water system to turn on automatically when the roller is placed in motion and turn off when stopped.

4.8.8 BALLAST COMPARTMENTS: Unit to have minimum of two (2) ballast compartments or a removable steel weight system. Weights or ballast compartment must be sufficient to provide a minimum of 24,000 lb. roller operating weight.

4.8.9 ACCESSORIES: Unit to be equipped with ROPS and FOPS with a sun shade. Seat belt, back up alarm, LED where available strobe light, tail lights (2), work lights (2 front, 2 rear), directional lights (2 front, 2 rear).

4.8.10 SAFETY: Designed to accommodate chains for safe loading and hauling.

4.9	ITEM	QUANTITY	DESCRIPTION
	7	1 Each	**Articulated Tandem Roller with Two Vibratory Drums**

SPECIFICATIONS:

4.9.1 ENGINE: Diesel, minimum 3 cylinder, minimum 30 horsepower, Minimum SAE 30.7/22 rated. Minimum ISO 22,9/31 rated. Unit offered shall meet current EPA Tier IV intermediate exhaust emission standard.

4.9.2 DRIVE: Hydrostatic drive with hydraulic motors. NO CHAIN DRIVES. Ground speed to be a minimum of 0 to 6 mph.

4.9.3 BRAKES: Service braking to be dynamic through the hydrostatic transmission. Parking brake to be spring applied, hydraulically released. Parking brake interlock to be wired into the hydrostatic control so no propel torque is applied when the brake switch is on.

4.9.4 WHEELS: Drum thickness both front and rear to be a minimum of 0.5 inches. Turning inside radius shall be 93 inches minimum. Working widths shall be a minimum of 47 inches.

4.9.5 CONTROLS: Full hydraulic powered articulated frame steering through orbital control. The operator's compartment will have one (1) fully adjustable shock mounted seat with slide capability for safety.

4.9.6 INSTRUMENTATION: To be equipped with an instrument panel with the following gauges or warning lights; fuel level, hours of operation, engine speed, oil pressure, water temperature and volt meter. A dual hydraulic sight level and temperature gauge. Vandal cover for the instrument panel and all accessible fluid tanks.

4.9.7 SPRINKLER SYSTEM: To be equipped with a minimum 42 gallon water tank. Tank will be equipped with a 70 mesh filler screen and 100 mesh in line filter. Sprinkling actuation shall be interval/manual.

4.9.8 ACCESSORIES: Unit to be equipped with ROPS. Seat belt, back up alarm, strobe light, tail lights (2), work lights (2 front, 2 rear),

4.9.9 SAFETY: Designed to accommodate chains for safe loading and hauling.

4.10	ITEM	QUANTITY	DESCRIPTION
	8	1 Each	**Articulated Tandem Roller with Two Vibratory Drums**

SPECIFICATIONS:

4.10.1 BASIC CONFIGURATION: Industrial, diesel or gasoline powered, riding vibratory roller. Industrial, diesel powered, riding vibratory roller Weight to be a minimum 1,000lbs with one (1) compaction roller and two (2) stabilizing rollers.

4.10.2 ENGINE: Industrial type diesel engine. One (1) or two (2) cylinders, four (4) stroke with minimum of 10 HP.

4.10.3 ELECTRICAL SYSTEM: Unit to be equipped with a 12 Volt electrical system with electrical start and key type ignition.

4.10.4 WATER TANK: Eight (8) quart minimum

4.10.5 COLOR: OEM standard production color.

4.10.6 ROLLERS: Unit to be equipped with one (1) compaction roller with two (2) stabilizing rollers 25" inch wide minimum.

4.10.7 OPERATION: Unit to be 4,000 VPM with an impact force of 3,700 lbs minimum

4.10.8 TRANSMISSION: Unit to be equipped with a hydrostatic transmission with a maximum travel speed of 2.5 MPH.

4.10.9 MISCELLANEOUS: Lift hooks to enable machine to be carried on tailgate of dump trucks.

4.10.10 ACCEPTABLE MODEL: RD12 Wacker or proven equal.

4.11	**ITEM**	**QUANTITY**	**DESCRIPTION**
	9	**2 Each**	**Steering Skid Loader**

SPECIFICATIONS:

4.11.1 ENGINE: Diesel, water-cooled, 4 cycle, minimum 74 SAE net hp, spin on dry type oil filter, dry type air filter, minimum fuel capacity 21 gallons. A 12 volt starting/charging system, minimum 45-amp alternator.

4.11.2 Controls – Hand controls or joysticks will control speed, direction, boom and bucket operations.

4.11.3 TRANSMISSION: Hydrostatic, protected by 10 micron replaceable cartridge filter.

4.11.4 HYDRAULIC SYSTEM: Minimum GPM 20, protected by 6-micron spin on replaceable element with warning light. Auxiliary quick disconnect hydraulics for attachments with flat face couplers.

4.11.5 BRAKE SYSTEM: Hydrostatic with parking brake.

4.11.6 PERFORMANCE SPECIFICATIONS: Operating weight minimum of – 5,875 lb. without additional weights or filled tires, SAE operating load minimum 1,800 lbs. lift capacity 2500 lbs. Dump clearance at full height 102-inches, maximum operating height – 153 inches.

4.11.7 TIRES: Heavy Duty Lug type tires, minimum 12 X 16.5 tire size, solid rubber tires.

4.11.8 ATTACHMENTS: Dirt And Foundry Bucket – Minimum 72-inch, maximum 76-inch width with minimum 17.5 cubic foot heaped capacity. Heavy duty adjustable rail forks with counter balance weight kit. Brush grapple bucket with independently operated top and bottom tines.

4.11.9 SAFETY EQUIPMENT: OSHA standard ROPS/FOPS with safety screens on sides and rear window to reduce engine noise, warning horn, backup alarm, starting safety mechanism, seat belt. Four work lights, two (2) front and two (2) rear. Equipped with lifting eyes.

4.12	**ITEM**	**QUANTITY**	**DESCRIPTION**

10 1 Each Steering Skid Loader for Aviation

SPECIFICATIONS:

4.12.1 DELETED

4.12.2 Width with the bucket attached should be 74 inches.

4.12.3 DELETED

4.12.4 DELETED

4.12.4 Turning Radius will be 85.8 inches or less.

4.12.5 DELETED

4.12.6 ENGINE: Engine will be joystick controlled with a maximum travel speed of 12.3 mph with 2 speed option. Engine will be at least 84 HP, Diesel, turbo charged and be liquid engine cooled. Minimum Tier 4 interim.

4.12.7 CAB: Unit will have a 1 person cab enclosure pressurized with a rear window and top window. To include AC & Heating System

4.12.8 HYDRAULIC SYSTEM: Unit will have a system relief at quick couplers of 3500psi minimum. An auxiliary std flow of 23 gpm and an auxiliary high flow of 36.6 gpm are the minimum mandatory requirements.

4.12.9 TIRES: Solid rubber; manufacturer's standard.

4.12.10 TIRES PERFORMANCE: Unit will have a minimum Rated Operating Capacity of 3350 lbs. The operating weight of this unit must be at least 9175 lbs. The tipping load of this unit can be no more than 6700 lbs. Standard braking system and safety features will be included.

4.12.10 FUEL SYSTEM: Fuel tank must be a minimum of 27.2 gallons and DEF tank must be a minimum of 5 gallons.

4.12.11 CONVENIENCE FEATURES: Adjustable seating, backup alarm, operating lights, parking brake, seat belt, engine shutdown option, auxiliary hydraulics, a spark arrestor muffler, horn, engine hour meter

4.12.12 SEATING: Optional Deluxe Suspension Seat. Cloth or premium synthetic upholstery with retractable seatbelt should be available.

4.12.13 SAFETY: Seatbelts, running daytime lights, backup alarm

4.12.14 MISCELLANEOUS / OTHER: Bob-Tach Attachment Mounting System or equivalent. Must be able to accommodate the current six Bobcat attachments currently used by Stinson Airport. These attachments can be viewed by bidders, by appointment, with Stinson Airport Staff.

Must fit all of the following attachments:

- Sweeper attachment Model 68 Angel Broom
- Cement Mixer attachment Model MIMixer
- Fork attachment Model GRPL66INDL
- Dozer attachment Model 80Dozer
- Brush Cat attachment Model BrushCat60
- Hoe Digger attachment Model 15C
- Mulcher attachment Model M60S
- **Equivalent to Bobcat model S770**

DELETE:

4.13 ITEM QUANTITY DESCRIPTION

11	1 Each	**Wheeled Loader**

4.14	ITEM	QUANTITY	DESCRIPTION
	12	1 Each	**Trailer Mounted Pressure Washer**

SPECIFICATIONS:

4.14.1 ENGINE: Minimum 13 HP gasoline engine with diesel fired burner. Unit shall have electric start with pull start back up and hour meter. Unit shall include a 12V deep cycle battery for electric starter.

4.14.2 EQUIPMENT: Unit shall be capable of producing a minimum 3.8 GPM @3500 PSI. Unit shall have a chemical injection system with pressure and temperature control device capable up to 240 degrees. Unit shall have a minimum 50'ft, ¾" supply garden hose with reel that shall fill tank. Unit shall have heavy duty hose reel capable of holding up to a minimum 100' of 3/8 inch high-pressure hose. Unit shall have a minimum 225 polyethylene tank with D.O.T. bands and over fill protection. Water shall be heated via a 12 Volt diesel burner. Burner fuel tank capacity shall be a minimum of 10 gallons.

4.14.3 CHASSIS: Unit shall be mounted on a minimum 10' ft long trailer with 3,500 lb capacity axle. Unit shall have a minimum 12" inch wheels, lights, fenders, and jack casters.

4.15	ITEM	QUANTITY	DESCRIPTION
	13	2 Each	**Trailer Mounted Self Feeding Brush Chipper**

SPECIFICATIONS:

4.15.1 ENGINE: Diesel powered engine to provide a minimum 180 HP. Engine shall be rubber mounted.

4.15.2 EQUIPMENT: In feed opening to be a minimum 12" x 17" inches. In feed length to be a minimum 60" inches. Unit shall have dual-edged cutter knives and a rubber mounted cutter housing. 21" capacity drum style minimum 22" x 28" opening, 36" diameter, and 28" wide drum / dual edge bottom knives. Unit to have a clutch-less or auto PTO. Unit shall have a discharge chute that can rotate a minimum 180 degrees. Unit shall have a lower-feed stop bar for operator safety.

4.15.3 BODY: Unit to have a minimum tandem of 7k axle with electric brakes, hydraulic winch (with controls), and rear traffic beacon lights. Length including fully extended tongue not to exceed 259" inches. Shall have a rubber-torsion suspension system. Unit shall have a 12-volt system with stop, turn, and license plate lights

4.16	ITEM	QUANTITY	DESCRIPTION
	14	2 Each	**Wheeled Excavator, Diesel**

SPECIFICATIONS:

4.16.1 ENGINE: The wheeled excavator shall have a minimum of 245 net horsepower, turbo aspiration, 6-cylinder diesel engine.

4.16.2 OPERATION WEIGHT: Operation weight shall be 49,684 lb. minimum

4.16.3 TRANSMISSION: Minimum six speed automatic, 6 x 6 drive system.

4.16.4 FRONT AXLE: All wheel drive; operator controlled front axle hydraulic lock.

4.16.5 CHASSIS: Remote greasing block connecting external grease fittings by use of grease header or junction blocks.

4.16.6 COUNTER WEIGHT: Heavy Duty, so machine can be able to lift and dig 20' over side and over end 4,795 minimum.

4.16.7 FUEL TANK: Locking lid cap. 100 gallon capacity preferred.

4.16.8 UNDERCARRIAGE: Unit shall have a wheelbase of 13 feet minimum, with front 425/65R22.5 on/off highway traction tread; and 11R24.5 LR (H) on/off highway traction tread OR EQUIVALENT.

4.16.9 HYDRAULIC SYSTEM: One-load sensing axial piston pump, two hoist cylinders, one tool cylinder, and one telescope cylinder.

4.16.10 SWING: Axial piston motor, swing speed 8 rpm, automatic spring/hydraulic release wet disc parking break, and swing clearance rear upper structure minimum 7' feet.

4.16.11 LIFT CAPACITIES: Above ground at 20'feet at 4,795 lbs minimum over end and over side. Below ground at 15' feet at 4,940 lbs minimum.

4.16.12 BRAKE SYSTEM: 6x6 front Meritor Q Plus Series Cam Master Automatic slack adjusters or equivalent. Rear Meritor P Series Cam Master Automatic Slack Adjuster or Equivalent. Spring Break System with emergency and parking brakes on the rear axle. Heated air dryer.

4.16.13 ELECTRICAL: 24 volt electrical system with a 70 amp alternator.

4.16.14 CONTROLS: Two joysticks to control hoist & bucket, telescope, & swing), one tilt control, both adjustable for operator ease. Two foot pedals for remote control of undercarriage steering, travel, and brakes.

4.16.15 BUCKET: Minimum 60" ditching bucket per manufacturer's standard specifications.

4.16.16 CAB: Fully enclosed cab shall be equipped with a safety control feature for engine auto idle. The cab shall be equipped with all weather cab, safety shatter-proof tinted glass (all windows), factory air, heater/defroster, windshield wipers, temperature gauges, oil indicator, tool kit, fire extinguisher, operating lights, air cooling fan, and other manufacture's standard equipment.

4.16.17 SAFETY: Backup alarm, grab handles/steps, pull loops on undercarriage designed to accommodate chains with 5/8 hooks.

4.16.18 ACCEPTABLE MODEL: XL 4100 or proven equal.

4.17	**ITEM**	**QUANTITY**	**DESCRIPTION**
	15	**5 Each**	**Motor Grader, Diesel**

SPECIFICATIONS:

4.17.1 ENGINE: The Motor Grader shall have a minimum of 160 net horsepower, 4-cycle turbo aspiration, 6 - cylinder diesel engine.

4.17.2 WEIGHT: Base weight shall be 33,000 lb. minimum. Maximum combined capacity shall be a maximum of 46,000lbs.

4.17.3 TRANSMISSION: 8 gears forward, 4 gears reverse.

4.17.4 STEERING: Hydrostatic power steering that meets SAE J1511 October 1990. Minimum turning radius using front axle is 25' minimum, steering arc 72 degrees, articulation angle 20 decrees left and right with articulation lock.

4.17.5 FRONT AXLE: Wheel lean minimum 16 degrees left and right; oscillation 16 degrees up and down; ground clearance 20" minimum.

4.17.6 CIRCLE: Hydraulic 2 cylinder drive with two points of leverage and 360 degrees rotation.

4.17.7 DRAWBAR: Adjustable to accommodate different tire sizes.

4.17.8 BLADE BASE: Minimum 8'6" blade

4.17.9 MOLDBOARD: Standard moldboard with replaceable end parts, metal edge, and common bolt size 5/8" preferred. Minimum moldboard width to be 12 foot, minimum moldboard height to be 24 inches.

4.17.10 FUEL TANK: Locking lid cap. 100 gallon capacity preferred.

4.17.11 BRAKE SYSTEM: Foot operated service breaks and parking brake that comply with SAE Recommended Practice 1473 October 1990 and J1152 April 1980; ISO 3450-1993-01-28. All brake components shall be asbestos free.

4.17.12 ELECTRICAL: 24 volt electrical system with an 80 amp alternator.

4.17.13 ATTACHMENTS: Rear Ripper/Scarifier

4.17.14 CAB: Fully enclosed ROPS (ISO 3471) / FOPS (ISO 3449) the cab shall be equipped with a safety control feature for engine auto idle. The cab shall be equipped with all weather cab, safety shatter-proof tinted glass (all windows), factory air, heater/defroster, windshield wipers, temperature gauges, oil indicator, tool kit, fire extinguisher, operating lights, vandalism protection covers, air cooling fan, and other manufacture's standard equipment.

4.17.15 SAFETY: Backup alarm, grab handles/steps, pull loops on undercarriage designed to accommodate chains with 5/8 hooks.

4.17.16 Minimum tire size 14.00- 24, G-2

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

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

Liquidated Damages for Delay:

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

Change Orders.

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

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

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

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

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

Insurance.

Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department-Purchasing Division, which shall be clearly labeled "PURCHASE OF HEAVY EQUIPMENT (1)" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Finance Department-Purchasing Division. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

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

A Vendor's financial integrity is of interest to City; therefore, subject to Vendor's right to maintain reasonable deductibles in such amounts as are approved by City, Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension here of, at Vendor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with

an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

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

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

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

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

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

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

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

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

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

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Vendor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend

Vendor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

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

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

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

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

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

Incorporation of Attachments.

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

Attachment A – Price Schedule
Attachment B – City of San Antonio Local Preference Program Forms
Attachment C – Supplemental Information Related to the State of Texas Conflict of Interest Requirement
Attachment D – Nondiscrimination Clause
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.:	V1000102
Signer's Name:	Mark Shaw
Name of Business:	Briggs Equipment Co.
Street Address:	711 N. W. W. White Rd
City, State, Zip Code:	San Antonio, Tx. 78219
Email Address:	mark.shaw@briggsequipment.com
Telephone No.:	210-246-1214
Fax No.:	210-333-1430
City's Solicitation No.:	Bid #6100005632

Mark Shaw
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

PRICE SCHEDULE

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.

ITEMS PRICING

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

PRICE EACH: $ 31,449.30

TOTAL: $ 62,898.60

YEAR, MAKE & MODEL OFFERED:

2015 YALE GLP060VX

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

GM 2.4 L 62 hp.

TRANSMISSION OFFERED:

Techtronix wet Disc brakes

WARRANTY:

12 month / 2000 hours., 36 month / 6000 hours powertrain

WARRANTY SERVICE PROVIDER NAME:

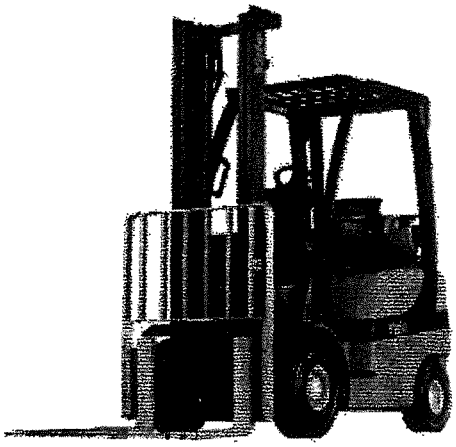
Briggs Equipment

WARRANTY FACILITY ADDRESS:

711 N. W.W. White Rd., San Antonio TX 78219

BRIGGS®

EQUIPMENT



Yale Model: GP060VX

Proposal To:
Mr. LD McGarity
City of San Antonio Purchasing

BRIGGS EQUIPMENT

Yale® People. Products. Productivi

Investment Proposal

Thank you for allowing Briggs Equipment to submit the following proposal.

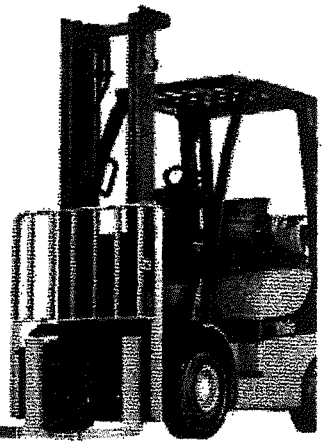
Quote To: Mr. LD McGarity

Customer: City of San Antonio Purchasing
100 Military Plaza
2nd Floor, City Hall2nd Floor, City Hall
San Antonio, TX -78205

Ship to: City of San Antonio Purchasing
100 Military Plaza

San Antonio, TX -78205

Quote No: 90-41708790
Series: D875
Model: GP060VX
Quantity: 2
Date: 23 Mar 2015
Expires: 12 Apr 2015



Highlights

Yale Veracitor Pneumatic Tire Forklift Model GP060VX: Nominal 6000 lb capacity at 24" load center. Veracitor trucks feature Industrial Grade Critical Components that maximize productive value and economic life of the lift truck. Rugged powertrains and cooling systems are designed specifically for tough lift truck applications. Highly reliable electrical systems provide sophisticated control of truck functionality leading to outstanding efficiency. Robust hydraulic systems and heavy duty masts provide excellent load moving capability. Truck frames provide optimal strength and rigidity, including maximum protection to internal components. Standard Equipment includes: Continuous Stability Enhancement System, Integrated Dashboard Display, Operator Restraint System, Operator Presence System (OPS), Low Fuel Indicator, Infinitely Adjustable Steering Column and Floor mat.
POWERTRAIN: PSI 2.4L LPG EPA Emissions Certified Engine with Electronic Fuel Injection. Provides outstanding fuel econom and performance in a heavy-duty industrial grade design. Features three (3) individual performance modes to optimize productiv and fuel economy. Techtronix 100 1-speed Transmission features Controlled Power Reversal providing decreased tire replacement costs by reducing tire spin, Auto Deceleration System improving brake maintenance costs by reducing brake usage Controlled Ramp Roll-Back for improved operator control, Electronic Inching improving operating costs by eliminating inching adjustments, and Industrial Grade clutch packs, gears, shafts and drive train components for exceptional durability. Features an oil-cooled wet disc brake design that dramatically extends brake life. Cooler operating temperatures can result in enhanced tire life.
MAST: 3 Stage Full Free Lift. 181" Max Fork Ht / 87" Lowered / 63" Free Lift / 230" Ext Ht. (4618mm / 2195mm / 1600mm / 5840mm).
CARRIAGE: 42" (1070mm) Class III Hook Integral Sideshifter
FORKS: 42" Long Class III Hook Type (2"x4.9") Standard Taper, 1067mm Long, (50mm x 125mm).
LOAD BACKREST EXTENSION: 48" High x 42" Wide
MAST TILT: 6 Degrees Forward / 6 Degrees Back
HYDRAULIC CONTROLS: 3 FUNCTION Cowl Mounted Levers
HYDRAULIC CONTROL: Arranged to support Non-Clamping Attachments
PRODUCTIVITY - WITHOUT RTS
HOSE GROUP: 1 Aux Function - Internal Mounted

LPG TANK BRACKET: Swing Out LPG Tank Bracket
FUEL SENSOR: Optical LPG Fuel Sensor. Provides advanced notice of a low LPG fuel level with a visual and a periodic audible warning.
UL APPROVAL: TYPE LP, GAS OR DIESEL
RADIATOR: Heavy Duty Anti-clog. Provides enhanced cooling capacity with a clog resistant core design
EXHAUST: Counterweight Rear Exhaust
TREAD WIDTH: Narrow Tread
DRIVE TIRES: Drive Tires - Pneumatic Shaped Solid (PSS) 28 x 9-15
STEER TIRES: Pneumatic Shaped Solid (PSS) 6.50 x 10
OVERHEAD GUARD: Tall - 86" High (2185mm)
STEERING WHEEL: Steering Wheel with Wheel Spinner Knob
ENGINE START: Key switch Start
DIRECTIONAL CONTROL: Directional Lever mounted on the left side of the steering column.
SEAT: Non Suspension Vinyl, includes Operator Restraint with No-Cinch Seatbelt
SEAT ACCESSORY: Black Seat Belt with No-Cinch ELR (Emergency Locking Retractor) mechanism. Seat belt locks only when necessary. Allows seat belt to move with operator and improves operator comfort, especially when driving in reverse.
INCHING CONTROL: Single Inch/Brake Pedal
AIR INTAKE: High Air Intake
VISIBLE ALARM: Amber LED Strobe Light, keyswitch activated, OHG Mounted - does not increase truck height (Low Mount).
LIGHTS: Dual Front Headlights/Dual Brake, Tail & Back-up Lights Single Rear Work Light - Halogen
MONITORING SYSTEM: System Monitoring provides superb control over truck functionality and systems enabling maximum system efficiency for excellent durability and serviceability.
HOOD: Non-Vented Hood
Two Rear Turn Signals -- Requires standard price book light group with brake/tail/back-up lights on order.
LITERATURE: (Decals, Marking and Operator Manual): English
ACCESSORIES: LPG Tank - 33.5 lb Aluminum with Aux. Fill Valve
ACCESSORIES: Mirrors - Dual Sideview (LH & RH OHG mounted)
Class I,II,IV,V Make Ready, Hardware Kit, Local Delivery & Marketing Charge package

Investment Proposal Price Information	**Extended**
Total Selling Price	**$62,898.60**

Terms: Net-10 Days

F.O.B.: Delivered

Warranty

WARRANTY: 12 Months/2,000 Hours Manufacturer's Warranty 36 Months/6,000 Hours Manufacturer's Powertrain Warranty

Proposal By : Michael Heard

Sales - Yale *Date*

Accepted By : LD McGarity

Date

Briggs-Equipment Acceptance *Date*

DELIVERY WILL BE MADE WITHIN 84 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: 30

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

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

ITEM	QUANTITY	DESCRIPTION
2	1 Each	Forklift, 15,000 lbs., LPG

PRICE EACH: $ 71,035.80

TOTAL: $ 71,035.80

YEAR, MAKE & MODEL OFFERED:

2015 Yale GLP055 VX

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

GM 4.3 L 135 hp.

TRANSMISSION OFFERED:

Techtronix 3 spd.

WARRANTY:

12 month / 2000 hours, 36 month / 6000 hours power train

WARRANTY SERVICE PROVIDER NAME:

Briggs Equipment

WARRANTY FACILITY ADDRESS:

711 N. W.W. White Rd.
San Antonio Tx. 78219

DELIVERY WILL BE MADE WITHIN 84 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: 30

BRIGGS®

EQUIPMENT

Yale Model: GP155VX

Proposal To:
Mr. LD McGarity
City of San Antonio Purchasing

BRIGGS EQUIPMENT

Yale® People. Products. Productivi

Investment Proposal

Thank you for allowing Briggs Equipment to submit the following proposal.

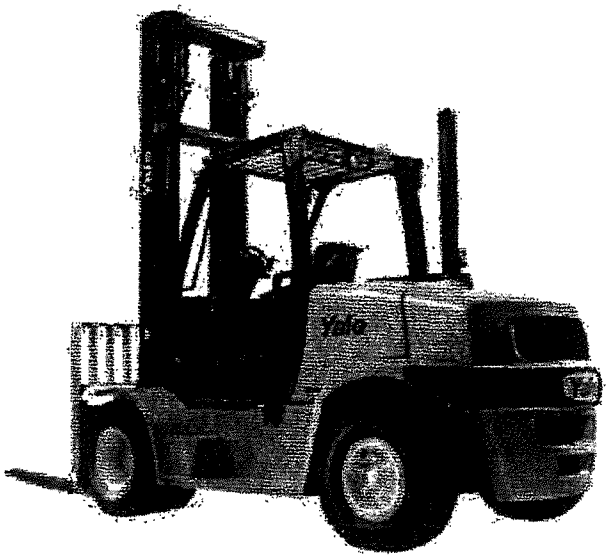
Quote To: Mr. LD McGarity

Customer: City of San Antonio Purchasing
100 Military Plaza
2nd Floor, City Hall2nd Floor, City Hall
San Antonio, TX -78205

Ship to: City of San Antonio Purchasing
100 Military Plaza

San Antonio, TX -78205

Quote No: 90-41709090
Series: E878
Model: GP155VX
Quantity: 1
Date: 23 Mar 2015
Expires: 12 Apr 2015



Highlights

Yale Veracitor TM Pneumatic Tire Forklift Model GP155VX: Nominal 15,500 lb capacity at 24" load center. Veracitor trucks feature Industrial Grade Critical Components that maximize productive value and economic life of the lift truck. Rugged powertrains and cooling systems are designed specifically for tough lift truck applications. Highly reliable electrical systems provide sophisticated control of truck functionality leading to outstanding efficiency. Robust hydraulic systems and heavy duty masts provide excellent load moving capability. Truck frames provide optimal strength and rigidity, including maximum protection to internal components. Standard Equipment includes: Integrated Dashboard Display, Operator Restraint System, Operator Presence System (OPS), Low Fuel Indicator, Infinitely Adjustable Steering Column and Floor mat.
POWERTRAIN: VX Value. GM 4.3L V6 LPG EPA Emission Certified Engine with Electronic Fuel Injection provides high performance and excellent fuel economy in an industrial grade design. Designed for severe duty industrial applications, the GM 4.3L provides exceptional durability. Techtronix Transmission features Controlled Power Reversal, Auto Deceleration System ar Controlled Ramp Roll-Back 3-speed forward/2-speed reverse provides exceptional drawbar pull and tractive performance. Drive Axle features planetary gear reduction to reduce stress on drive train components, providing exceptional durability. Features an oil-cooled wet disc brake design that dramatically extends brake life. Cooler operating temperatures can result in enhanced tire life.
MAST: 3 Stage Full Free Lift 185" Max Fork Ht / 102" Lowered / 56"' Free Lift / 266" Ext Ht. (4700mm / 2570mm / 1440mm / 6054mm)
CARRIAGE: 78" (1981mm) Class IV Hook Carriage
CARRIAGE MOUNTED SIDESHIFTING FORK POSITIONER: 78" (1981mm) - Cascade 70L Class IV Hook Type - Includes integral load backrest.
ACCESSORIES: Carriage Side Thrust Rollers - Provides additional carriage side support for wide loads and attachments.
FORKS: None
LOAD BACKREST EXTENSION: None
MAST TILT: 5 Degrees Forward / 6 Degrees Back

HYDRAULIC VALVE: 4 Function (2 Aux).
HYDRAULIC CONTROLS: Cowl Mounted Levers - For Non-Clamping Attachments.
HOSE GROUP: 2 Aux Function - 3rd Internal Mounted - 4th External mounted
LPG TANK BRACKET: Side Mount for Single 43.5 Pound LPG Tank
ACCESSORIES: LPG Tank - 43.5 lb Aluminum with Aux. Fill Valve.
FUEL SENSOR: Optical LPG Fuel Sensor. Provides advanced notice of a low LPG fuel level with a visual and a periodic audible warning.
UL APPROVAL: Type G, LP, OR D
EXHAUST: Overhead
DRIVE TIRES: Pneumatic Shaped Solid (PSS) 8.25 x 15
OVERHEAD GUARD: 100" High (2531mm)
STEERING WHEEL: Steering Wheel with Wheel Spinner Knob.
ENGINE START: Keyswitch Start
DIRECTIONAL CONTROL: Directional Lever mounted on the left side of the steering column.
SEAT: Non Suspension Vinyl, includes Operator Restraint with No-Cinch Seatbelt
SEAT ACCESSORY: No-Cinch Seat Belt with Black Fabric Belt. The non-cinching mechanism allows the belt to move with the operator and locks in place when needed. The Non-cinch belt is particularly comfortable for operations with frequent reverse operation.
BRAKES: SINGLE PEDAL INCH BRAKE
AIR INTAKE: High Air Intake without Pre-Cleaner
VISIBLE ALARM: Amber Strobe Light, keyswitch activated, Mounted Above OHG - Increases Truck Height by 7 Inches (175mm
LIGHTS: Dual Halogen Front Headlights/Dual Brake, Tail & Back-up Lights Single Rear Halogen Work Light.
create option S40401 LIGHTS-TURN SIGNALS (G288) Two Rear Turn Signals -- Requires standard price book light group G2222X or G2224X on order.
LITERATURE: Americas English Decals, Markings and Operator Manual.
MONITORING: System Monitoring provides superb control over truck functionality and systems enabling maximum system efficiency for excellent durability and serviceability.
ACCESSORIES: Mirrors - Dual Sideview (LH & RH OHG/Cab mounted) Overhead Guard Mounted).
LIFTING EYES: None

Investment Proposal Price Information	**Extended**
Total Selling Price	**$71,035.80**

Terms: Net-10 Days

F.O.B.: Delivered

Warranty

WARRANTY: 12 Months/2,000 Hours Manufacturer's Warranty 36 Months/6,000 Hours Manufacturer's Powertrain Warranty

LTR Rate Option

Proposal By : Michael Heard

Sales - Yale *Date*

Accepted By : LD McGarity

Date

Briggs-Equipment Acceptance *Date*

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

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

ITEM	QUANTITY	DESCRIPTION
3	4 Each	Asphalt/Concrete Saw

PRICE EACH: $ 9,895.00

TOTAL: $ 39,580.00

YEAR, MAKE & MODEL OFFERED: 2015 Clipper C3530S

SPECIFIC MAKE & MODEL OF ENGINE OFFERED (INCLUDE SAE NET HP):
Briggs + Stratton Vanguard 35 hp.

WARRANTY:
1 year

WARRANTY SERVICE PROVIDER NAME:
Briggs Equipment Co.

WARRANTY FACILITY ADDRESS:
711 N. W.W. White Rd
San Antonio, Tx 78219

DELIVERY WILL BE MADE WITHIN 14 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: July 31

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

BID PRICES SHALL REMAIN FIRM FOR ALL ORDERS PLACED PRIOR TO THIS CUT OFF DATE. IN THE EVENT THAT CITY DOES NOT AWARD A CONTRACT PRIOR TO PRODUCTION CUT OFF DATE, CAN BIDDER PROVIDE BID ITEMS, AT THE BID PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF DATE? yes - until 11/30/2015

ITEM	QUANTITY	DESCRIPTION
4	1 Each	Milling Machine/ Asphalt Planer

DELETED:

QUOTE NUMBER: 10199
QUOTE DATE: March 23, 2015
QUOTED TO:

City of San Antonio
Northeast service center
10303 Tool Yard, Bldg. # 2
San Antonio, Texas

ATTN: LD McGarity
Ph# 207-2078 Fax# 207-4360

Briggs Equipment is pleased to submit the following quotation for your consideration:

DESCRIPTION: (4) –Clipper C3530S Asphalt/ Concrete Saw ,

FEATURES:

Blade Size..... 20" to 30"
Blade Drive..... 7- V-belts
Blade Control..... Electric
Wheels.....Iron Hub with Bearings
Extras : quick detach blade collars , Removable corner piece for easier belt access,
***** BRIGGS & STRATTON VANGUARD 35 HP ENGINE*****
***** PURCHASE TO INCLUDE A FREEE DIAMOND BLADE*****

PRICE: ..... **$9,895.00** (each) plus tax. Price includes all options and equipment mentioned above
PRICE..... **$ 39,580.00 (TOTAL)**

TERMS: Net 10 **F.O.B.:** San Antonio, Texas **DELIVERY:** 7-10 days

THIS QUOTE VALID FOR 30 DAYS FROM DATE OF QUOTE.

We proposed to furnish items, as described, at prices stated: and, unless otherwise specified by us, under our regular conditions and terms of acceptance, sale and payment which are given on the reverse side of this quotation .

QUOTED BY DATE Customer Acceptance Date
Sales Rep:583- Mark Shaw

Briggs Equipment Acceptance Date

ITEM	QUANTITY	DESCRIPTION
5	2 Each	8 Ton Double Drum Vibratory Roller

PRICE EACH: $ NO BID

TOTAL: $_____

YEAR, MAKE & MODEL OFFERED:

_____

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

_____

WARRANTY:

_____

WARRANTY SERVICE PROVIDER NAME:

_____

_____

WARRANTY FACILITY ADDRESS:

_____

_____

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

PRODUCTION CUT-OFF DATE: _____

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

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

ITEM	QUANTITY	DESCRIPTION
6	1 Each	Pneumatic, Articulated Tired Roller

PRICE EACH: $ NO BID

TOTAL: $_____

YEAR, MAKE & MODEL OFFERED:

_____

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

_____

TRANSMISSION OFFERED:

_____

WARRANTY:

_____

WARRANTY SERVICE PROVIDER NAME:

_____

_____

WARRANTY FACILITY ADDRESS:

_____

_____

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

PRODUCTION CUT-OFF DATE: _____

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

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

ITEM	QUANTITY	DESCRIPTION
7	1 Each	**Articulated Tandem Roller with Two Vibratory Drums**

PRICE EACH: $ NO BID

TOTAL: $_____

YEAR, MAKE & MODEL OFFERED:

_____

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

_____

WARRANTY:

_____

WARRANTY SERVICE PROVIDER NAME:

_____

_____

WARRANTY FACILITY ADDRESS:

_____

_____

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

PRODUCTION CUT-OFF DATE: _____

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

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

ITEM	QUANTITY	DESCRIPTION
8	1 Each	**Articulated Tandem Roller with Two Vibratory Drums**

PRICE EACH: $ No BID

TOTAL: $_____

YEAR, MAKE & MODEL OFFERED:

_____

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

_____

WARRANTY:

_____

WARRANTY SERVICE PROVIDER NAME:

_____

_____

WARRANTY FACILITY ADDRESS:

_____

_____

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

PRODUCTION CUT-OFF DATE: _____

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

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

ITEM	QUANTITY	DESCRIPTION
9	2 Each	Steering Skid Loader

PRICE EACH: $ NO BID

TOTAL: $_____

YEAR, MAKE & MODEL OFFERED:

_____

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

_____

WARRANTY:

_____

WARRANTY SERVICE PROVIDER NAME:

_____

_____

WARRANTY FACILITY ADDRESS:

_____

_____

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

PRODUCTION CUT-OFF DATE: _____

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

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ITEM	QUANTITY	DESCRIPTION
10	1 Each	**Steering Skid Loader for Aviation**

PRICE EACH: $ NO BID

TOTAL: $_____

YEAR, MAKE & MODEL OFFERED:

_____

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

_____

WARRANTY:

_____

WARRANTY SERVICE PROVIDER NAME:

_____

_____

WARRANTY FACILITY ADDRESS:

_____

_____

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

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ITEM	QUANTITY	DESCRIPTION
11	1 Each	**Wheeled Loader**

DELETED:

ITEM	QUANTITY	DESCRIPTION
12	1 Each	**Trailer Mounted Pressure Washer**

PRICE EACH: $ NO BID

TOTAL: $_____

YEAR, MAKE & MODEL OFFERED:

_____

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

_____

WARRANTY:

_____

WARRANTY SERVICE PROVIDER NAME:

_____

_____

WARRANTY FACILITY ADDRESS:

_____

_____

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

PRODUCTION CUT-OFF DATE: _____

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

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

ITEM	QUANTITY	DESCRIPTION
13	1 Each	**Trailer Mounted Self Feeding Brush Chipper**

PRICE EACH: $ NO BID

TOTAL: $_____

YEAR, MAKE & MODEL OFFERED:

_____

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

_____

WARRANTY:

_____

WARRANTY SERVICE PROVIDER NAME:

_____

_____

WARRANTY FACILITY ADDRESS:

_____

_____

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

PRODUCTION CUT-OFF DATE: _____

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

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

ITEM	QUANTITY	DESCRIPTION
14	2 Each	Wheeled Excavator, Diesel

PRICE EACH: $ NO BID

TOTAL: $_____

YEAR, MAKE & MODEL OFFERED:

_____

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

_____

WARRANTY:

_____

WARRANTY SERVICE PROVIDER NAME:

_____

_____

WARRANTY FACILITY ADDRESS:

_____

_____

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

PRODUCTION CUT-OFF DATE: _____

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ITEM	QUANTITY	DESCRIPTION
15	5 Each	Motor Grader, Diesel

PRICE EACH: $ NO BID

TOTAL: $_____

YEAR, MAKE & MODEL OFFERED:

_____

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

_____

WARRANTY:

_____

WARRANTY SERVICE PROVIDER NAME:

_____

_____

WARRANTY FACILITY ADDRESS:

_____

_____

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

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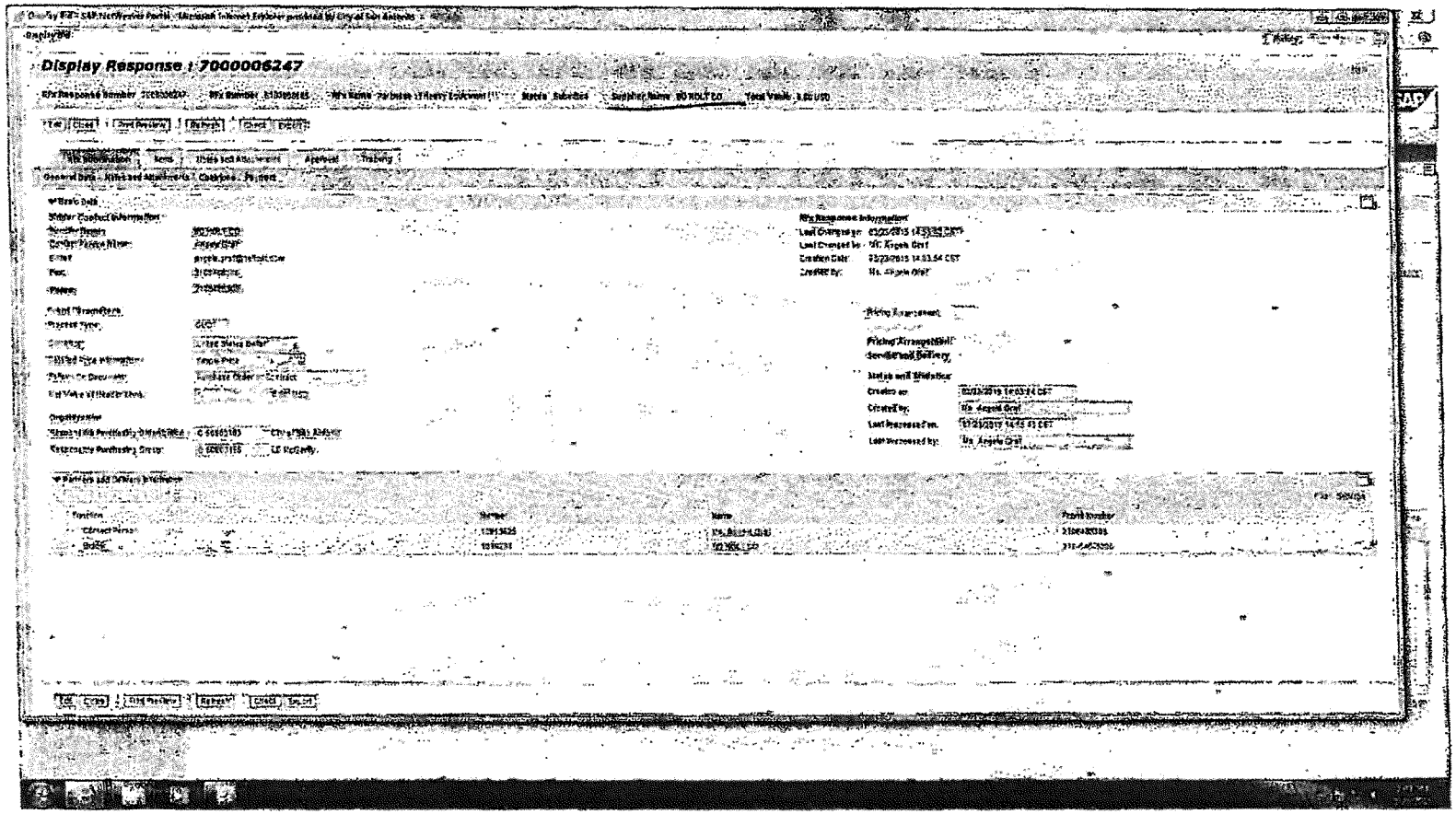
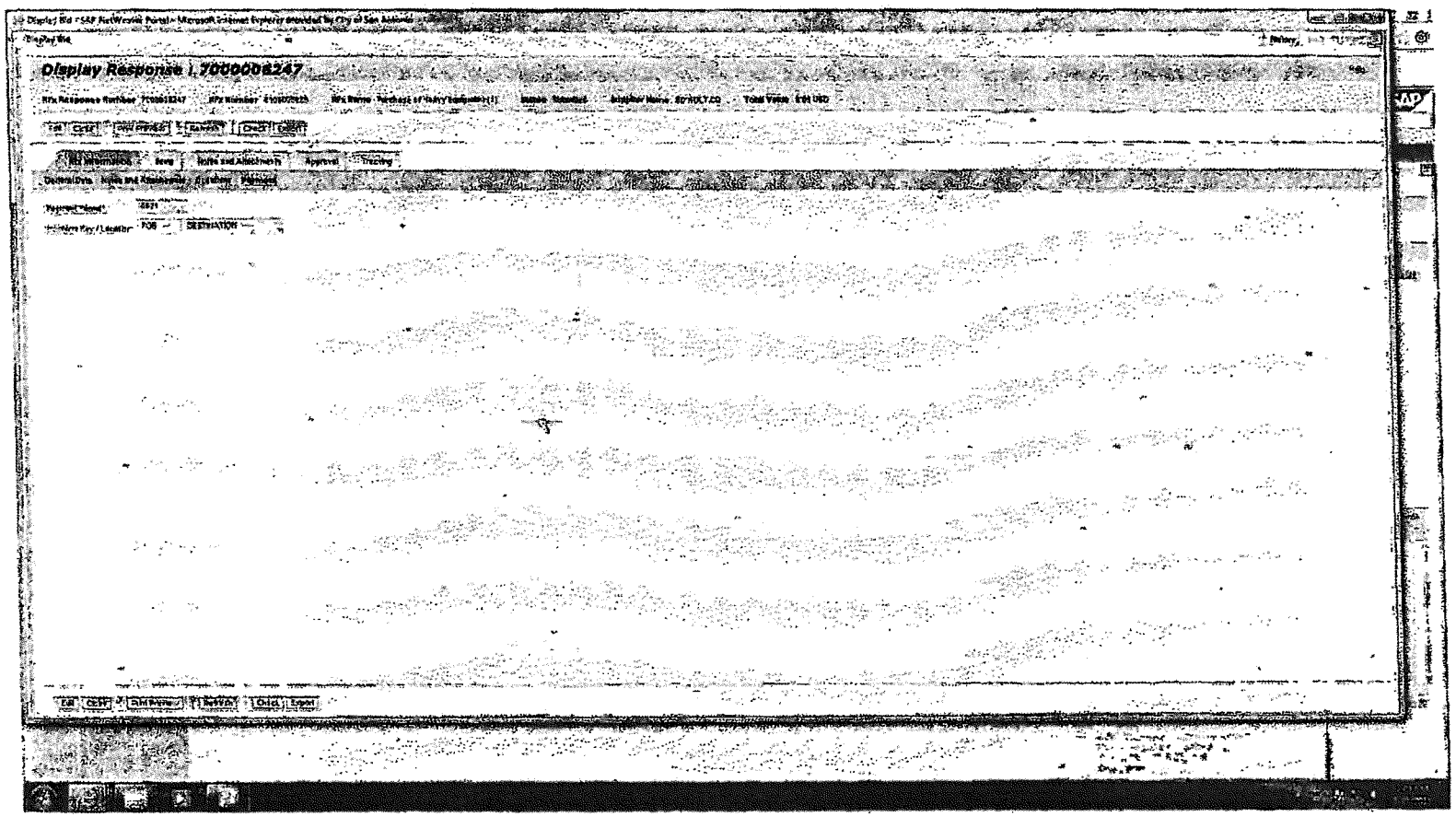
(Prompt Payment Discount: _____% _____ days. (If no discount is offered, Net 30 will apply.)


Display Response : 7000006247


Display Response : 7000008247

CITY OF SAN ANTONIO

PURCHASING AND GENERAL SERVICES DEPARTMENT

FORMAL INVITATION FOR BID ("IFB") NO.: 6100005685

PURCHASE OF HEAVY EQUIPMENT (1)

Date Issued: FEBRUARY 25, 2015

BIDS MUST BE RECEIVED **NO LATER** THAN: 2:00 PM CENTRAL TIME, MARCH 25, 2015

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

Address for hard copy responses:

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

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

For Hard Copy Submissions, Mark Envelope

"PURCHASE OF HEAVY EQUIPMENT (1)"

Bid Due Date: 2:00 p.m. (CT), MARCH 25, 2015

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 MARCH 3, 2015 at 10:00 AM (CT) at BUILDING & EQUIPMENT SERVICES, FLEET TRAINING ROOM, 329 S. Frio St, San Antonio, TX 78207

Staff Contact Person: LD MCGARITY, PROCUREMENT SPECIALIST II, P.O. Box 839966, San Antonio, TX 78283-3966.
Email: ld.mcgarity@sanantonio.gov

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

SBEDA Contact Information: Diane E. Nicho (EDD), 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 purchase 27 heavy equipment units in accordance with the Building and Equipment Services Department specifications listed herein. This equipment will be utilized by the Aviation, Convention Sports and Entertainment Facilities, Solid Waste Management, Parks & Recreation, and Transportation and Capital Improvements departments for various construction and/or repair projects across the City.

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

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

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 1000 miles accumulated on the odometer will not be accepted. All vehicles are required to have a full tank(s) when delivered to City specified location.

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

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

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

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

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

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

4.2.10 Units shall be equipped with OEM, or equal, warning and shut down systems for low oil pressure and or high coolant temperature at a minimum. This requirement **applies to all** bid line items.

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

4.3	**ITEM**	**QUANTITY**	**DESCRIPTION**
	1	**2 Each**	**Forklift, 6,000 lbs., LPG**

SPECIFICATIONS:

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

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

4.3.3 UPRIGHT HEIGHT: Mast shall be of triple stage design, maximum fork height (MFH) 185", maximum overall height lowered (OHL) 100" or less.

4.3.4 BRAKES - Oil cooled wet disc brakes with power assist. Unit must include a hand operated park brake.

4.3.5 STEERING - Power assisted.

4.3.6 SAFETY EQUIPMENT – Roll over Protection System (ROPS) to meet OSHA standard. Safety seat with lateral restraints, seat belt and latching seat deck.

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

4.3.8 LOAD CAPACITY - Unit to be rated at 6,000 lbs., on 24 inch load center.

4.3.9 CARRIAGE OR INTEGRAL SIDESHIFTER: shall be equipped with a Side Shifter Fork Positioner

4.3.10 FORKS: 1.8" X 4.9" X 42" hook type- pallet.

4.3.11 TIRES - Manufacturer's standard (NO FLAT) pneumatic.

4.3.12 HYDRAULIC SYSTEM - Protected with return line filter and suction screen.

4.3.13 OPERATORS STATION - Audible back-up alarm, low LPG fuel warning light, amber strobe light mounted to top of OHG, dual (2) OHG front mounted adjustable head lights, tail lights and turn signals, cowl mounted control levers, tilt steering wheel, Minimum one (1) Rear view convex mirror and hour meter. Minimum two keys shall be provided.

4.3.14 FUEL TANK(S) – Unit shall include two (2) LPG tanks, size will be 43#. One shall be delivered installed on the unit and filled to capacity and the other one will be empty spare.

4.3.15 COLOR: OEM standard production color.

4.4	**ITEM**	**QUANTITY**	**DESCRIPTION**
	2	**1 Each**	**Forklift, 15,000 lbs., LPG**

SPECIFICATIONS:

4.4.1 ENGINE: Minimum 4.6 L, V-6 LPG Engine- EPA Compliant.

4.4.2 TRANSMISSION: Three speed power shift transmission. All configurations to have neutral safety start switch and single lever control for reversing directions.

4.4.3 UPRIGHT HEIGHT: Mast shall be of triple stage design, maximum fork height (MFH) 190" maximum overall height lowered (OHL) 105" or less.

4.4.4 CARRIAGE OR INTEGRAL SIDESHIFTER: shall be equipped with a Side Shifter Fork Positioner

4.4.5 FORKS: 47" x 7" x 2.40" – Pin Type. Unit to be equipped with 48" Shaft Mounted forks and an 80" wide carriage.

4.4.6 MAST TILT: 10 Deg Back/ 10 Deg forward

4.4.7 HOUST ADAPTIONS: Double- 4 hoses (internal)

4.4.8 BRAKES: Oil cooled wet disc brakes with power assist. Unit must include a hand operated park brake.

4.4.9 AUXILIARY CONTROL VALVE: 4 Spool Valve with 2 additional levers.

4.4.10 DRIVE TIRES: Dual solid pneumatic tires- Shaped 8.25 x 15

4.4.11 STEER TIRES: Solid pneumatic tires- Shaped 8.25 x 15

4.4.12 SEAT: Vinyl full suspension seat with adjustable backrest.

4.4.13 Operators Station - Audible back-up alarm, low LPG fuel warning light, amber strobe light mounted to top of OHG, dual (2) OHG front mounted adjustable head lights, tail lights and turn signals, cowl mounted control levers, tilt steering wheel, Minimum one (1) Rear view convex mirror and hour meter. Minimum two keys shall be provided.

4.4.14 Fuel Tank(s) – Unit shall include two (2) LPG tanks, size will be 43#. One shall be delivered installed on the unit and filled to capacity and the other one will be empty spare.

4.4.15 COLOR: OEM standard production color.

4.5	ITEM	QUANTITY	DESCRIPTION
	3	4 Each	Asphalt/Concrete Saw

SPECIFICATIONS:

4.5.1 ENGINE: Gasoline powered minimum 35 HP engine

4.5.2 ACCESSORIES: Slip on blade guard. Instrumentation console mounted, instrument panel, removable with wiring harness and fuse protection. Electro hydraulic lift and lower with built in quick release and variable lower switch. Manual by pass for free wheeling capability. Sealed transmission (excluding sprocket and chain). Speed range 0 to 220 FPM forward and reverse and rear wheel adjustable tracking.

4.5.3 BLADE: Left to right side mounting. Blade shaft speed to be a minimum 1500 RPM with a one inch (1") blade shaft diameter. The blade diameter is minimum 26 inches.

4.5.4 ACCEPABLE MODEL: Target FS 3500, or proven equal.

DELETE:

4.6	ITEM	QUANTITY	DESCRIPTION
	4	1 Each	Milling Machine/ Asphalt Planer

4.7	ITEM	QUANTITY	DESCRIPTION
	5	2 Each	8 Ton Double Drum Vibratory Roller

SPECIFICATIONS:

4.7.1 ENGINE: Diesel, minimum SAE net horsepower 100 rated at not more than 2,100 rpm. Full-flow, two-stage fuel filter with water separator, Davco Fuel Pro 382, or proven equal, full flow oil-filtering system with disposable spin-on element, double element dry type air cleaner with turbo type pre-cleaner and service indicator. Fuel capacity to be minimum 37 U.S. gallons.

4.7.2 PROPULSION: Dual drum hydrostatic drive with dual lever forward, reverse and travel speed control. Infinitely variable travel speed with three-speed drive and minimum top speed of 7.4 mph.

4.7.3 DRUMS: Drum rolling width minimum 66-inches and 47-inches diameter. Drums to be steel, with minimum 0.65-inch shell thickness and a curb clearance of minimum 13 - inches. Drums to be equipped with spring loaded, flexible, double acting, replaceable double blade scrapers, and full width coca mats. Operating weight, minimum 23,300 lbs.

4.7.4 VIBRATING SYSTEM: Dual drum vibration system with independent on/off control for each drum. Switch for automatic vibration shutoff as travel control passes through the neutral position. Dual frequency shall be 2520 vpm in low amplitude and 1980 vpm in high amplitude. Maximum centrifugal force shall be minimum 26,400 lbs. per drum.

4.7.5 SPRAY SYSTEM: Fan-jet type spray nozzles with filters, minimum 215 gallon corrosion resistant water tank with strainer and lockable fill cap. Must be pressurized and cover full width of each drum. Water flow to be

adjustable from operator's position, and have variable intermittent spray control switch. Sprinkler to have variable flow adjustment for each drum.

4.7.6 INSTRUMENTS: Hour meter, engine oil, coolant temperature, hydraulic system restriction, alternator charge, neutral start position, fuel gauges and "brake on" indicator.

4.7.7 ELECTRICAL SYSTEM: 12 volts, minimum 63 amp alternator and minimum 120 amp hour battery.

4.7.8 CAB: Cab shall have integral ROPS/FOPS, noise and vibration isolation, tinted glass, opening side glass 3-speed fan, air filtration system, front and rear wiper/washer, OEM air conditioner/heater/defogger, seat belt and rear view mirrors.

4.7.9 ACCESSIORIES: Horn, SMV symbol attached to left rear of vehicle, 20 lb. fire extinguisher, back-up alarm, two (2) front and two (2) rear adjustable flood lights. Unit to have rotating beacon/strobe light installed. Operator's seat shall be bucket type with adjustments for fore/aft and suspension. Seat shall slide laterally to provide left, right and center seating positions.

4.7.10 BRAKES: Parking brake shall be spring applied, hydraulic release disc type brake. Parking brake shall apply either with manual switch or upon engine shutdown.

4.7.11 FRAME: Articulated with 25-degree articulation in each direction. Joint shall be permanently sealed and require no greasing. Center joint shall provide oscillation of 6 degrees in each direction.

4.7.12 VANDALISM PROTECTION: Full OEM vandalism protection package to include locking engine panels, lighting covers, fluid cap locking devices, battery box cover with locking device, tool box with locking device, instrument cover with locking device(s). All locks shall be keyed alike.

4.7.13 MISCELLANEOUS ITEMS: Electric horn, ROPS operator area, and key type ignition.

4.7.14 ACCEPTABLE MODELS: Vibromax 752C, Hamm HD-110, or proven equal.

4.8	**ITEM**	**QUANTITY**	**DESCRIPTION**
	6	**1 Each**	**Pneumatic, Articulated Tired Roller**

SPECIFICATIONS:

4.8.1 ENGINE: Diesel, minimum 4 cylinder, minimum 74 horsepower, water cooled, 12 volt cranking/charging system. Two-stage air cleaner system with service indicator and vacuator valve. Full flow oil filter with spin on replacement. Engine neutral safety interlock. Engine & hydraulic cooling to allow work in high ambient temps. Fill points to allow ease of filling and daily fluid checks. Unit offered shall meet current EPA Tier IV exhaust emission standard.

4.8.2 TRANSMISSION: Hydrostatic drive with wheel motors mounted directly to the drive wheels, a single electric displacement control lever to control direction, speed and braking. **NO CHAIN DRIVES**. Ground speed to be a minimum of 0 to 12 mph.

4.8.3 BRAKES: Service braking to be dynamic through the hydrostatic transmission. Parking brake to be spring applied, hydraulically released. Parking brake interlock to be wired into the hydrostatic control so no propel torque is applied when the brake switch is on.

4.8.4 WHEELS: Rollers to have nine (9) wheels, five (5) on the front and four (4) on the rear. The four (4) on the rear are to be drive wheels. All wheels to oscillate, individually or in pairs. Rollers to be equipped with 7:50 X 15, 14 ply smooth radial compactor type tires.

4.8.5 CONTROLS: Full hydraulic powered articulated frame steering through orbital control. The operator's compartment will have a single swivel seat with minimum 180 degree rotation.

4.8.6 INSTRUMENTATION: To be equipped with an instrument panel with the following gauges or warning lights; fuel level, hours of operation, engine speed, oil pressure, water temperature and volt meter. A dual hydraulic sight level and temperature gauge. Vandal cover for the instrument panel and all accessible fluid tanks.

4.8.7 SPRINKLER SYSTEM: To be equipped with a minimum 100 gallon water tank with spray nozzles and mats for each individual tire. Tank will be equipped with a 70 mesh filler screen and 100 mesh in line filter. The water system to turn on automatically when the roller is placed in motion and turn off when stopped.

4.8.8 BALLAST COMPARTMENTS: Unit to have minimum of two (2) ballast compartments or a removable steel weight system. Weights or ballast compartment must be sufficient to provide a minimum of 24,000 lb. roller operating weight.

4.8.9 ACCESSORIES: Unit to be equipped with ROPS and FOPS with a sun shade. Seat belt, back up alarm, LED where available strobe light, tail lights (2), work lights (2 front, 2 rear), directional lights (2 front, 2 rear).

4.8.10 SAFETY: Designed to accommodate chains for safe loading and hauling.

4.9	**ITEM**	**QUANTITY**	**DESCRIPTION**
	7	**1 Each**	**Articulated Tandem Roller with Two Vibratory Drums**

SPECIFICATIONS:

4.9.1 ENGINE: Diesel, minimum 3 cylinder, minimum 30 horsepower, Minimum SAE 30.7/22 rated. Minimum ISO 22,9/31 rated. Unit offered shall meet current EPA Tier IV intermediate exhaust emission standard.

4.9.2 DRIVE: Hydrostatic drive with hydraulic motors. NO CHAIN DRIVES. Ground speed to be a minimum of 0 to 6 mph.

4.9.3 BRAKES: Service braking to be dynamic through the hydrostatic transmission. Parking brake to be spring applied, hydraulically released. Parking brake interlock to be wired into the hydrostatic control so no propel torque is applied when the brake switch is on.

4.9.4 WHEELS: Drum thickness both front and rear to be a minimum of 0.5 inches. Turning inside radius shall be 93 inches minimum. Working widths shall be a minimum of 47 inches.

4.9.5 CONTROLS: Full hydraulic powered articulated frame steering through orbital control. The operator's compartment will have one (1) fully adjustable shock mounted seat with slide capability for safety.

4.9.6 INSTRUMENTATION: To be equipped with an instrument panel with the following gauges or warning lights; fuel level, hours of operation, engine speed, oil pressure, water temperature and volt meter. A dual hydraulic sight level and temperature gauge. Vandal cover for the instrument panel and all accessible fluid tanks.

4.9.7 SPRINKLER SYSTEM: To be equipped with a minimum 42 gallon water tank. Tank will be equipped with a 70 mesh filler screen and 100 mesh in line filter. Sprinkling actuation shall be interval/manual.

4.9.8 ACCESSORIES: Unit to be equipped with ROPS. Seat belt, back up alarm, strobe light, tail lights (2), work lights (2 front, 2 rear),

4.9.9 SAFETY: Designed to accommodate chains for safe loading and hauling.

4.10	**ITEM**	**QUANTITY**	**DESCRIPTION**
	8	**1 Each**	**Articulated Tandem Roller with Two Vibratory Drums**

SPECIFICATIONS:

4.10.1 BASIC CONFIGURATION: Industrial, diesel or gasoline powered, riding vibratory roller. Industrial, diesel powered, riding vibratory roller Weight to be a minimum 1,000lbs with one (1) compaction roller and two (2) stabilizing rollers.

4.10.2 ENGINE: Industrial type diesel engine. One (1) or two (2) cylinders, four (4) stroke with minimum of 10 HP.

4.10.3 ELECTRICAL SYSTEM: Unit to be equipped with a 12 Volt electrical system with electrical start and key type ignition.

4.10.4 WATER TANK: Eight (8) quart minimum

4.10.5 COLOR: OEM standard production color.

4.10.6 ROLLERS: Unit to be equipped with one (1) compaction roller with two (2) stabilizing rollers 25" inch wide minimum.

4.10.7 OPERATION: Unit to be 4,000 VPM with an impact force of 3,700 lbs minimum

4.10.8 TRANSMISSION: Unit to be equipped with a hydrostatic transmission with a maximum travel speed of 2.5 MPH.

4.10.9 MISCELLANEOUS: Lift hooks to enable machine to be carried on tailgate of dump trucks.

4.10.10 ACCEPTABLE MODEL: RD12 Wacker or proven equal.

4.11	**ITEM**	**QUANTITY**	**DESCRIPTION**
	9	**2 Each**	**Steering Skid Loader**

SPECIFICATIONS:

4.11.1 ENGINE: Diesel, water-cooled, 4 cycle, minimum 74 SAE net hp, spin on dry type oil filter, dry type air filter, minimum fuel capacity 21 gallons. A 12 volt starting/charging system, minimum 45-amp alternator.

4.11.2 Controls – Hand controls or joysticks will control speed, direction, boom and bucket operations.

4.11.3 TRANSMISSION: Hydrostatic, protected by 10 micron replaceable cartridge filter.

4.11.4 HYDRAULIC SYSTEM: Minimum GPM 20, protected by 6-micron spin on replaceable element with warning light. Auxiliary quick disconnect hydraulics for attachments with flat face couplers.

4.11.5 BRAKE SYSTEM: Hydrostatic with parking brake.

4.11.6 PERFORMANCE SPECIFICATIONS: Operating weight minimum of – 5,875 lb. without additional weights or filled tires, SAE operating load minimum 1,800 lbs. lift capacity 2500 lbs. Dump clearance at full height 102-inches, maximum operating height – 153 inches.

4.11.7 TIRES: Heavy Duty Lug type tires, minimum 12 X 16.5 tire size, solid rubber tires.

4.11.8 ATTACHMENTS: Dirt And Foundry Bucket – Minimum 72-inch, maximum 76-inch width with minimum 17.5 cubic foot heaped capacity. Heavy duty adjustable rail forks with counter balance weight kit. Brush grapple bucket with independently operated top and bottom tines.

4.11.9 SAFETY EQUIPMENT: OSHA standard ROPS/FOPS with safety screens on sides and rear window to reduce engine noise, warning horn, backup alarm, starting safety mechanism, seat belt. Four work lights, two (2) front and two (2) rear. Equipped with lifting eyes.

4.12	**ITEM**	**QUANTITY**	**DESCRIPTION**

10 1 Each Steering Skid Loader for Aviation

SPECIFICATIONS:

4.12.1 DELETED

4.12.2 Width with the bucket attached should be 74 inches.

4.12.3 DELETED

4.12.4 DELETED

4.12.4 Turning Radius will be 85.8 inches or less.

4.12.5 DELETED

4.12.6 ENGINE: Engine will be joystick controlled with a maximum travel speed of 12.3 mph with 2 speed option. Engine will be at least 84 HP, Diesel, turbo charged and be liquid engine cooled. Minimum Tier 4 interim.

4.12.7 CAB: Unit will have a 1 person cab enclosure pressurized with a rear window and top window. To include AC & Heating System

4.12.8 HYDRAULIC SYSTEM: Unit will have a system relief at quick couplers of 3500psi minimum. An auxiliary std flow of 23 gpm and an auxiliary high flow of 36.6 gpm are the minimum mandatory requirements.

4.12.9 TIRES: Solid rubber; manufacturer's standard.

4.12.10 TIRES PERFORMANCE: Unit will have a minimum Rated Operating Capacity of 3350 lbs. The operating weight of this unit must be at least 9175 lbs. The tipping load of this unit can be no more than 6700 lbs. Standard braking system and safety features will be included.

4.12.10 FUEL SYSTEM: Fuel tank must be a minimum of 27.2 gallons and DEF tank must be a minimum of 5 gallons.

4.12.11 CONVENIENCE FEATURES: Adjustable seating, backup alarm, operating lights, parking brake, seat belt, engine shutdown option, auxiliary hydraulics, a spark arrestor muffler, horn, engine hour meter

4.12.12 SEATING: Optional Deluxe Suspension Seat. Cloth or premium synthetic upholstery with retractable seatbelt should be available.

4.12.13 SAFETY: Seatbelts, running daytime lights, backup alarm

4.12.14 MISCELLANEOUS / OTHER: Bob-Tach Attachment Mounting System or equivalent. Must be able to accommodate the current six Bobcat attachments currently used by Stinson Airport. These attachments can be viewed by bidders, by appointment, with Stinson Airport Staff.

Must fit all of the following attachments:

- Sweeper attachment Model 68 Angel Broom
- Cement Mixer attachment Model MIMixer
- Fork attachment Model GRPL66INDL
- Dozer attachment Model 80Dozer
- Brush Cat attachment Model BrushCat60
- Hoe Digger attachment Model 15C
- Mulcher attachment Model M60S
- **Equivalent to Bobcat model S770**

DELETE:

4.13 ITEM QUANTITY DESCRIPTION

11	1 Each	Wheeled Loader

4.14	ITEM	QUANTITY	DESCRIPTION
	12	1 Each	Trailer Mounted Pressure Washer

SPECIFICATIONS:

4.14.1 ENGINE: Minimum 13 HP gasoline engine with diesel fired burner. Unit shall have electric start with pull start back up and hour meter. Unit shall include a 12V deep cycle battery for electric starter.

4.14.2 EQUIPMENT: Unit shall be capable of producing a minimum 3.8 GPM @3500 PSI. Unit shall have a chemical injection system with pressure and temperature control device capable up to 240 degrees. Unit shall have a minimum 50'ft, ¾" supply garden hose with reel that shall fill tank. Unit shall have heavy duty hose reel capable of holding up to a minimum 100' of 3/8 inch high-pressure hose. Unit shall have a minimum 225 polyethylene tank with D.O.T. bands and over fill protection. Water shall be heated via a 12 Volt diesel burner. Burner fuel tank capacity shall be a minimum of 10 gallons.

4.14.3 CHASSIS: Unit shall be mounted on a minimum 10' ft long trailer with 3,500 lb capacity axle. Unit shall have a minimum 12" inch wheels, lights, fenders, and jack casters.

4.15	ITEM	QUANTITY	DESCRIPTION
	13	2 Each	Trailer Mounted Self Feeding Brush Chipper

SPECIFICATIONS:

4.15.1 ENGINE: Diesel powered engine to provide a minimum 180 HP. Engine shall be rubber mounted.

4.15.2 EQUIPMENT: In feed opening to be a minimum 12" x 17" inches. In feed length to be a minimum 60" inches. Unit shall have dual-edged cutter knives and a rubber mounted cutter housing. 21" capacity drum style minimum 22" x 28" opening, 36" diameter, and 28" wide drum / dual edge bottom knives. Unit to have a clutch-less or auto PTO. Unit shall have a discharge chute that can rotate a minimum 180 degrees. Unit shall have a lower-feed stop bar for operator safety.

4.15.3 BODY: Unit to have a minimum tandem of 7k axle with electric brakes, hydraulic winch (with controls), and rear traffic beacon lights. Length including fully extended tongue not to exceed 259" inches. Shall have a rubber-torsion suspension system. Unit shall have a 12-volt system with stop, turn, and license plate lights

4.16	ITEM	QUANTITY	DESCRIPTION
	14	2 Each	Wheeled Excavator, Diesel

SPECIFICATIONS:

4.16.1 ENGINE: The wheeled excavator shall have a minimum of 245 net horsepower, turbo aspiration, 6-cylinder diesel engine.

4.16.2 OPERATION WEIGHT: Operation weight shall be 49,684 lb. minimum

4.16.3 TRANSMISSION: Minimum six speed automatic, 6 x 6 drive system.

4.16.4 FRONT AXLE: All wheel drive; operator controlled front axle hydraulic lock.

4.16.5 CHASSIS: Remote greasing block connecting external grease fittings by use of grease header or junction blocks.

4.16.6 COUNTER WEIGHT: Heavy Duty, so machine can be able to lift and dig 20' over side and over end 4,795 minimum.

4.16.7 FUEL TANK: Locking lid cap. 100 gallon capacity preferred.

4.16.8 UNDERCARRIAGE: Unit shall have a wheelbase of 13 feet minimum, with front 425/65R22.5 on/off highway traction tread; and 11R24.5 LR (H) on/off highway traction tread OR EQUIVALENT.

4.16.9 HYDRAULIC SYSTEM: One-load sensing axial piston pump, two hoist cylinders, one tool cylinder, and one telescope cylinder.

4.16.10 SWING: Axial piston motor, swing speed 8 rpm, automatic spring/hydraulic release wet disc parking break, and swing clearance rear upper structure minimum 7' feet.

4.16.11 LIFT CAPACITIES: Above ground at 20'feet at 4,795 lbs minimum over end and over side. Below ground at 15' feet at 4,940 lbs minimum.

4.16.12 BRAKE SYSTEM: 6x6 front Meritor Q Plus Series Cam Master Automatic slack adjusters or equivalent. Rear Meritor P Series Cam Master Automatic Slack Adjuster or Equivalent. Spring Break System with emergency and parking brakes on the rear axle. Heated air dryer.

4.16.13 ELECTRICAL: 24 volt electrical system with a 70 amp alternator.

4.16.14 CONTROLS: Two joysticks to control hoist & bucket, telescope, & swing), one tilt control, both adjustable for operator ease. Two foot pedals for remote control of undercarriage steering, travel, and brakes.

4.16.15 BUCKET: Minimum 60" ditching bucket per manufacturer's standard specifications.

4.16.16 CAB: Fully enclosed cab shall be equipped with a safety control feature for engine auto idle. The cab shall be equipped with all weather cab, safety shatter-proof tinted glass (all windows), factory air, heater/defroster, windshield wipers, temperature gauges, oil indicator, tool kit, fire extinguisher, operating lights, air cooling fan, and other manufacture's standard equipment.

4.16.17 SAFETY: Backup alarm, grab handles/steps, pull loops on undercarriage designed to accommodate chains with 5/8 hooks.

4.16.18 ACCEPTABLE MODEL: XL 4100 or proven equal.

4.17	ITEM	QUANTITY	DESCRIPTION
	15	5 Each	Motor Grader, Diesel

SPECIFICATIONS:

4.17.1 ENGINE: The Motor Grader shall have a minimum of 160 net horsepower, 4-cycle turbo aspiration, 6 - cylinder diesel engine.

4.17.2 WEIGHT: Base weight shall be 33,000 lb. minimum. Maximum combined capacity shall be a maximum of 46,000lbs.

4.17.3 TRANSMISSION: 8 gears forward, 4 gears reverse.

4.17.4 STEERING: Hydrostatic power steering that meets SAE J1511 October 1990. Minimum turning radius using front axle is 25' minimum, steering arc 72 degrees, articulation angle 20 decrees left and right with articulation lock.

4.17.5 FRONT AXLE: Wheel lean minimum 16 degrees left and right; oscillation 16 degrees up and down; ground clearance 20" minimum.

4.17.6 CIRCLE: Hydraulic 2 cylinder drive with two points of leverage and 360 degrees rotation.

4.17.7 DRAWBAR: Adjustable to accommodate different tire sizes.

4.17.8 BLADE BASE: Minimum 8'6" blade

4.17.9 MOLDBOARD: Standard moldboard with replaceable end parts, metal edge, and common bolt size 5/8" preferred. Minimum moldboard width to be 12 foot, minimum moldboard height to be 24 inches.

4.17.10 FUEL TANK: Locking lid cap. 100 gallon capacity preferred.

4.17.11 BRAKE SYSTEM: Foot operated service breaks and parking brake that comply with SAE Recommended Practice 1473 October 1990 and J1152 April 1980; ISO 3450-1993-01-28. All brake components shall be asbestos free.

4.17.12 ELECTRICAL: 24 volt electrical system with an 80 amp alternator.

4.17.13 ATTACHMENTS: Rear Ripper/Scarifier

4.17.14 CAB: Fully enclosed ROPS (ISO 3471) / FOPS (ISO 3449) the cab shall be equipped with a safety control feature for engine auto idle. The cab shall be equipped with all weather cab, safety shatter-proof tinted glass (all windows), factory air, heater/defroster, windshield wipers, temperature gauges, oil indicator, tool kit, fire extinguisher, operating lights, vandalism protection covers, air cooling fan, and other manufacture's standard equipment.

4.17.15 SAFETY: Backup alarm, grab handles/steps, pull loops on undercarriage designed to accommodate chains with 5/8 hooks.

4.17.16 Minimum tire size 14.00- 24, G-2

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

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

Liquidated Damages for Delay:

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

Change Orders.

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

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

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

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

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

Insurance.

Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department-Purchasing Division, which shall be clearly labeled "PURCHASE OF HEAVY EQUIPMENT (1)" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Finance Department-Purchasing Division. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

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

A Vendor's financial integrity is of interest to City; therefore, subject to Vendor's right to maintain reasonable deductibles in such amounts as are approved by City, Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension here of, at Vendor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with

an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

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

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

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

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

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

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

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

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

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

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Vendor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend

Vendor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

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

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

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

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

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

Incorporation of Attachments.

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

Attachment A – Price Schedule
Attachment B – City of San Antonio Local Preference Program Forms
Attachment C – Supplemental Information Related to the State of Texas Conflict of Interest Requirement
Attachment D – Nondiscrimination Clause
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.: _____

Signer's Name: _____

Name of Business: _____

Street Address: _____

City, State, Zip Code: _____

Email Address: _____

Telephone No.: _____

Fax No.: _____

City's Solicitation No.: _____

_____
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
REVISED 4/11/2015:

PRICE SCHEDULE

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.

ITEMS PRICING

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

PRICE EACH: $ No Bid

TOTAL: $_____

YEAR, MAKE & MODEL OFFERED:

_____

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

_____

TRANSMISSION OFFERED:

_____

WARRANTY:

_____

WARRANTY SERVICE PROVIDER NAME:

_____

_____

WARRANTY FACILITY ADDRESS:

_____

_____

DELIVERY WILL BE MADE WITHIN_____CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: _____

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

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

ITEM	QUANTITY	DESCRIPTION
2	1 Each	Forklift, 15,000 lbs., LPG

PRICE EACH: $ NO BID

TOTAL: $_____

YEAR, MAKE & MODEL OFFERED:

_____

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

_____

TRANSMISSION OFFERED:

_____

WARRANTY:

_____

WARRANTY SERVICE PROVIDER NAME:

_____

_____

WARRANTY FACILITY ADDRESS:

_____

_____

DELIVERY WILL BE MADE WITHIN_____CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: _____

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

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

ITEM	QUANTITY	DESCRIPTION
3	4 Each	Asphalt/Concrete Saw

PRICE EACH: $ NO BID

TOTAL: $_____

YEAR, MAKE & MODEL OFFERED:

_____

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

_____

WARRANTY:

_____

WARRANTY SERVICE PROVIDER NAME:

_____

_____

WARRANTY FACILITY ADDRESS:

_____

_____

DELIVERY WILL BE MADE WITHIN_____CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: _____

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

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

ITEM	QUANTITY	DESCRIPTION
4	1 Each	Milling Machine/ Asphalt Planer

DELETED:

ITEM	QUANTITY	DESCRIPTION
5	2 Each	8 Ton Double Drum Vibratory Roller

PRICE EACH: $114,295.

TOTAL: $ 228,590.

YEAR, MAKE & MODEL OFFERED:

2015 CATERPILLAR CB54B

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

CAT C4.4 ACCERT ENGINE TIER 4I 131HP

WARRANTY:

12 MONTH / UNLIMITED HOURS TOTAL MACHINE

WARRANTY SERVICE PROVIDER NAME:

HOLT CAT

WARRANTY FACILITY ADDRESS:

3302 S. W. W. WHITE RD. SA, TX 78222

DELIVERY WILL BE MADE WITHIN 220_____CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: UNKNOWN

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

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? UNKNOWN_____.

ITEM	QUANTITY	DESCRIPTION
6	1 Each	Pneumatic, Articulated Tired Roller

PRICE EACH: $ NO BID

TOTAL: $_____

YEAR, MAKE & MODEL OFFERED:

_____

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

_____

TRANSMISSION OFFERED:

_____

WARRANTY:

_____

WARRANTY SERVICE PROVIDER NAME:

_____

_____

WARRANTY FACILITY ADDRESS:

_____

_____

DELIVERY WILL BE MADE WITHIN_____CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: _____

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

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

ITEM	QUANTITY	DESCRIPTION
7	1 Each	Articulated Tandem Roller with Two Vibratory Drums

PRICE EACH: $35,163._____

TOTAL: $ 35,163._____

YEAR, MAKE & MODEL OFFERED:

2015 CATERPILLAR CB24B

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

CAT C1.5 TIER 4 FINAL 36.2HP

WARRANTY:

12 MONTHS UNLIMITED HOURS, TOTAL MACHINE

WARRANTY SERVICE PROVIDER NAME:

HOLT CAT

WARRANTY FACILITY ADDRESS:

3302 S. W. W. WHITE RD. SA, TX 78222

DELIVERY WILL BE MADE WITHIN 220 DAYS_CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: UNKNOWN

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

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? UNKNOWN____.

ITEM	QUANTITY	DESCRIPTION
8	1 Each	Articulated Tandem Roller with Two Vibratory Drums

PRICE EACH: $ NO BID

TOTAL: $

YEAR, MAKE & MODEL OFFERED:

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

WARRANTY:

WARRANTY SERVICE PROVIDER NAME:

WARRANTY FACILITY ADDRESS:

DELIVERY WILL BE MADE WITHIN_____CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: _____

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

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

ITEM	QUANTITY	DESCRIPTION
9	2 Each	Steering Skid Loader

PRICE EACH: $ 44,450.

TOTAL: $ 88,900.

YEAR, MAKE & MODEL OFFERED:

2015 CATERPILLAR 262D

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

CATERPILLAR C3.3B DIT TIER 4 FINAL 72.9 HP

WARRANTY:

12 MONTHS UNLIMITED HOURS, TOTAL MACHINE

WARRANTY SERVICE PROVIDER NAME:

HOLT CAT

WARRANTY FACILITY ADDRESS:

3302 S. W. W. WHITE RD. SA, TX 78222

DELIVERY WILL BE MADE WITHIN 60_____CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: UNKNOWN

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

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? UNKNOWN____.

ITEM	QUANTITY	DESCRIPTION
10	1 Each	Steering Skid Loader for Aviation

PRICE EACH: $ 57,200

TOTAL: $ 57,200.

YEAR, MAKE & MODEL OFFERED:

2015 CATERPILLAR 272D XHP

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

CAT 3.8 TIER 4I 106HP

WARRANTY:

12 MONTHS UNLIMITED HOURS, TOTAL MACHINE

WARRANTY SERVICE PROVIDER NAME:

HOLT CAT

WARRANTY FACILITY ADDRESS:

3302 S. W. W. WHITE RD. SA, TX 78222

DELIVERY WILL BE MADE WITHIN 60_____CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: UNKNOWN

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

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? UNKNOWN____.

ITEM	QUANTITY	DESCRIPTION
11	1 Each	Wheeled Loader

DELETED:

ITEM	QUANTITY	DESCRIPTION
12	1 Each	**Trailer Mounted Pressure Washer**

PRICE EACH: $ NO BID

TOTAL: $_____

YEAR, MAKE & MODEL OFFERED:

_____

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

_____

WARRANTY:

_____

WARRANTY SERVICE PROVIDER NAME:

_____

_____

WARRANTY FACILITY ADDRESS:

_____

_____

DELIVERY WILL BE MADE WITHIN_____CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: _____

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

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

ITEM	QUANTITY	DESCRIPTION
13	1 Each	**Trailer Mounted Self Feeding Brush Chipper**

PRICE EACH: $ NO BID

TOTAL: $_____

YEAR, MAKE & MODEL OFFERED:

_____

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

_____

WARRANTY:

_____

WARRANTY SERVICE PROVIDER NAME:

_____

_____

WARRANTY FACILITY ADDRESS:

_____

_____

DELIVERY WILL BE MADE WITHIN_____CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: _____

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

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

ITEM	QUANTITY	DESCRIPTION
14	**2 Each**	**Wheeled Excavator, Diesel**

PRICE EACH: $ NO BID

TOTAL: $_____

YEAR, MAKE & MODEL OFFERED:

_____

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

_____

WARRANTY:

_____

WARRANTY SERVICE PROVIDER NAME:

_____

_____

WARRANTY FACILITY ADDRESS:

_____

_____

DELIVERY WILL BE MADE WITHIN_____CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: _____

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

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

ITEM	QUANTITY	DESCRIPTION
15	**5 Each**	**Motor Grader, Diesel**

PRICE EACH: $ 176,631.

TOTAL: $ 883,155.

YEAR, MAKE & MODEL OFFERED:

2015 CATERPILLAR 120M2

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

CAT C7.1 ACERT TIER 4I 145-189 HP VARIABLE , DEPENDING ON GEAR

WARRANTY:

12 MONTH / UNLIMITED HOURS TOTAL MACHINE

WARRANTY SERVICE PROVIDER NAME:

HOLT CAT

_____

WARRANTY FACILITY ADDRESS:

12 MONTHS UNLIMITED HOURS, TOTAL MACHINE

_____

DELIVERY WILL BE MADE WITHIN 125_____CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: UNKNOWN

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

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? UNKNOWN_.

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