LOC
11/6/14
Item No. 6

AN ORDINANCE 2014-11-06-0845

ACCEPTING THE BID FROM WAUKESHA PEARCE INDUSTRIES FOR ORIGINAL EQUIPMENT MANUFACTURER REPLACEMENT PARTS AND SERVICE FOR REPAIRS OF MOTORGRADERS, EXCAVATORS, AND ROLLERS UTILIZED FOR STREET REPAIRS AND RIVER MAINTENANCE FOR AN ESTIMATED ANNUAL COST OF $100,000.00.

* * * * *

WHEREAS, a bid was submitted to provide the City of San Antonio with original equipment manufacturer replacement parts and service for repairs of motor-graders, excavators, and rollers utilized for street repairs, and river maintenance; and

WHEREAS, the bid was submitted by Waukesha Pearce Industries for an estimated annual cost of $100,000.00; **NOW THEREFORE:**

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

SECTION 1. The bid submitted by Waukesha Pearce Industries to provide the City with original equipment manufacturer replacement parts and service for repairs of motor-graders, excavators, and rollers utilized for street repairs, and river maintenance for an estimated annual cost of $100,000.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. Attached hereto and incorporated herein for all purposes as **Exhibit I** is the bid tabulation sheet and bid.

SECTION 2. The amount will be encumbered upon issuance of purchase order(s), and payment is authorized to Waukesha Pearce Industries. All current fiscal year expenditures will be in accordance with the Fiscal Year 2015 budget approved by City Council, and future fiscal year expenditures are contingent upon future City council budget approvals.

SECTION 3. This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage hereof.

PASSED AND APPROVED this 6th day of November, 2014.

Ivy R. Taylor

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Robert F. Greenblum, City Attorney

Agenda Item:	**6 (in consent vote: 5, 6, 8, 9, 10A, 10B, 10C, 11, 12, 13, 14, 16, 17, 18, 19)**
Date:	11/06/2014
Time:	10:49:22 AM
Vote Type:	Motion to Approve
Description:	An Ordinance accepting the bid from Waukesha Pearce Industries for original equipment manufacturer replacement parts and service for repairs of motorgraders, excavators, and rollers utilized for street repairs and river maintenance for an estimated annual cost of $100,000.00. [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				
Diego Bernal	District 1		x				
Keith Toney	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				x
Michael Gallagher	District 10		x			x	

EXHIBIT I

City of San Antonio
Bid Tabulation

Opened: August 25, 2014

For: Annual Contract for Galion, Gradall & Bomag Parts & Service

6100004644 VF

Item	Description	Est. Annual Quantity	Local Waukesha Pearce Ind 3740 S.E. Loop 410 San Antonio, TX 78222 210-648-4444
1	Galion Parts and Service		
1a	Purchase and Delivery of Parts - Galion		
	Percent of discount offered		0%
	Product identification		Kom
	Type price schedule offered		Dealer
	Price schedule number		Not Specified
	Date of price schedule		9/2/2014
	Price schedule column on which discount is based		List
1b	Labor and Service - Galion		
	Labor Rate for In-Shop Service	150	$104.00
	Sub-total		$15,600.00
	Labor Rate for Overtime or Expedited In-Shop Service	50	$172.00
	Sub-total		$8,600.00
2	Gradall Parts and Service		
2a	Purchase and Delivery of Parts - Gradall		
	Percent of discount offered		0%
	Product identification		GRD
	Type price schedule offered		Dealer
	Price schedule number		Not Specified
	Date of price schedule		3/16/2014
	Price schedule column on which discount is based		List
2b	Labor and Service - Gradall		
	Labor Rate for In-Shop Service	150	$104.00
	Sub-total		$15,600.00
	Labor Rate for Overtime or Expedited In-Shop Service	50	$172.00
	Sub-total		$8,600.00
3	Bomag Parts and Service		
3a	Purchase and Delivery of Parts - Bomag		
	Percent of discount offered		0%
	Product identification		BMG
	Type price schedule offered		Dealer
	Price schedule number		Not Specified
	Date of price schedule		4/11/2014
	Price schedule column on which discount is based		List
3b	Bomag Parts and Service		
	Labor Rate for In-Shop Service	150	$104.00
	Sub-total		$15,600.00
	Labor Rate for Overtime or Expedited In-Shop Service	50	$172.00
	Sub-total		$8,600.00
	Payment Terms		Net 30

CITY OF SAN ANTONIO

PURCHASING AND GENERAL SERVICES DEPARTMENT

FORMAL INVITATION FOR BID ("IFB") NO.: 6100004644

ANNUAL CONTRACT FOR GALION, GRADALL AND BOMAG PARTS AND SERVICE - REBID

Date Issued: AUGUST 25, 2014

BIDS MUST BE RECEIVED **NO LATER** THAN:
2:00 PM CENTRAL TIME SEPTEMBER 10, 2014

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

ORIGINAL

Address for hard copy responses:

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

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

For Hard Copy Submissions, Mark Envelope

"ANNUAL CONTRACT FOR GALION, GRADALL AND BOMAG PARTS AND SERVICE - REBID"

Bid Due Date: 2:00 p.m., Central Time,SEPTEMBER 10, 2014

Bid No.: 6100004644

Bidder's Name and Address

Bid Bond: NO Performance Bond: NO Payment Bond: NO Other: N/A

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: None DBE / ACDBE Requirements: NO

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

Pre-Submittal Conference * NO

* If YES, the Pre-Submittal conference will be held on N/A at N/A.

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

SBEDA Contact Information: LUCY BARBOSA, 210-207-3910, LUCY.BARBOSA@SANANTONIO.GOV

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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 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 Background: The City of San Antonio is soliciting bids for Galion, Gradall, and Bomag equipment Parts and Service in accordance with the specifications listed herein. This contract will be utilized by the Building and Equipment Services Department-Fleet Service Division to repair motorgraders, excavators, and rollers utilized for street repairs, river maintenance, and brush hauling.

4.2 Authorized Dealer: Vendor shall be a factory authorized dealer for the manufacturer of which Vendor is bidding. A copy of the factory authorized certification or letter must be submitted with the bid response. The factory authorized certification or letter must be signed by the manufacturer. In the event the Vendor looses the factory authorization the contract will be subject to cancellation. Vendor shall inform the City of San Antonio Finance Department-Purchasing Division within 10 days after the loss of the factory authorization. This contract shall include service to all makes and models of Galion, Gradall, and Bomag.

4.3 This solicitation may be awarded to multiple vendors.

4.4 Location: Vendor's parts and service facilities shall be located within a 50 mile radius of San Antonio City Hall, due to response time requirements, parts pickup, towing restrictions, and servicing inspections by City personnel.

4.5 Parts:

4.5.1 Vendor shall provide a parts price list which, along with the discount quoted on the price schedule, this will be used to complete a full range of items. The items specified in the price schedule are some of most commonly replaced items. Prices stated for these items and quantities reflected therein will be used for evaluation purposes only.

4.5.2 Vendors are required to maintain a stock level of parts which, within the industry, are considered to be fast-moving, normal wear items for which three demands have occurred within the most recent 180-day period. Vendors for supplies specified in this contract must be currently stocking a minimum of 80% of line items within each commodity being offered. **Vendor shall submit proof of standard inventory turnover rates by part number with its bid submission.**

4.5.3 Bulk materials (i.e., sheet steel, angle iron, wood planking, etc.) required to perform spot repairs, or which are not included in the end item manufacturer's parts manual, may be billed at dealer cost plus. Up charges for these materials shall not exceed 15% of dealer acquisition cost and actual cost must be supported by a copy of the purchase invoice attached to invoices submitted to the City for payment.

4.5.4 Charges for overhaul or rebuild of components (i.e., hydraulic pumps, hydraulic cylinders, auxiliary drives, ejector panels, etc.) shall not exceed 50% of acquisition cost for a new like item, unless otherwise approved in writing by the Fleet Operations Manager or designated staff representative.

4.5.5 All core charges will be assessed in accordance with the cost indicated in the price list submitted for item bid. Failure to provide this information may result in rejection of bid. Vendor shall submit its requirements to assure the City's securement of core credits at the time of bid submission.

4.5.6 Vendor shall supply all parts needed for complete repairs, within the time specified, regardless of whether the part is represented in the applicable catalogue reflected on the Price Schedule for the bid submitted.

4.5.7 Prices shall not exceed the suggested OEM retail price, except as noted for Bulk Materials.

4.5.8 Any materials or parts used in complying with the contract must be equal to or better than original equipment.

4.5.9 Vendor shall allow City to return unused, purchased parts and credit City's account during the contract period, when such parts have become obsolete for City's needs, provided that these items are in the original cartons and in marketable condition. The credit shall be in the same amount as City originally paid for the part. Vendor shall not apply any restocking or other fees. If City is at the end of the contract term, City may request a refund in place of the credit, and Vendor shall pay same within 30 days of City's request, by check made payable to the City of San Antonio and addressed to the Fleet Operations Manager or designated representative at P.O. Box 839966, San Antonio, Texas 78283-3966.

4.6. Parts Delivery Time: Normal wear parts items must be delivered the same day for orders placed prior to noon, and by noon of the next business day if the order is placed after noon. This is not considered expedited delivery. Any other related parts must be delivered within 3 business days. Extension to the time for parts delivery may be granted by the City's Fleet Operations Manager or designated staff representative, in writing, when it can be substantiated that delays are caused by matters beyond Vendor's control, such as factory backorders, and that Vendor took prompt action to request parts. Requests for extension must be made in writing and include an explanation detailing the need for the extension prior to the date the parts would otherwise be delivered, along with proof of Vendor's parts order.

4.7. Labor and Repair Time:

4.7.1 The City, or authorized towing company, will deliver the vehicle to Vendor at which point the time within which to complete repairs begins. The Vendor will be required to repair all equipment in a timely manner. The City will notify vendor by E-Mail and/or phone call of vehicles being towed or delivered to vendor for repairs. The same day the vehicle is received Vendor shall send an email to City's Fleet Operations Manager or designated staff representative indicating the date the vehicle was received and the estimated completion time of the service. This email shall also include a description of the vehicle received and the vehicle identification number. All repairs, including warranty repairs, must be completed within the time specified below for Minor Repairs or Major Repairs, as applicable. Vendor shall notify City the day the repairs are completed by sending an email to City's Fleet Operations Manager or designated staff representative. This email shall include a description of the vehicle, the date the vehicle was received by Vendor and the vehicle identification number. City will pick up the vehicle from Vendor. The Fleet Operations Manager or designated staff representative must approve any requests for extension of the time for completing repairs in writing. Requests for extension must be made in writing and include an explanation detailing the need for the extension no later than the close of business of the 3rd business day after receipt of vehicle. If the reason for delay is unavailability of parts, Vendor must submit proof with its request for extension, that it took prompt action to request parts.

4.7.2 Minor Repairs, defined as repairs not exceeding $3,000 for all parts and labor, shall be completed within 3 business days.

4.7.3 Major Repairs, defined as repairs exceeding $3,000 for all parts and labor shall be completed within 7 business days.

4.7.4 Vendor shall invoice labor hours based on the most currently published Motor Heavy/Medium Labor Time Guide, Mitchell OnDemand5, or Chilton Heavy Duty Labor Guide Mitchell Collision Estimating Guide. Vendor shall use the preceding order to determine which guide to apply, moving to the next guide in the order stated above if the service is not listed in the preceding guide. If none of the guides list the applicable service, labor hours will be paid based on published industry standards where they apply. **In areas where such standards have not been published, City reserves the right to restrict labor hours based on historic experience for like repairs.**

4.7.5 Expedited Repairs: Vendor shall perform expedited repairs at City's request at the prices stated for expedited repairs on the Price Schedule. Expedited repairs are those that require Vendor to perform work outside of normal business hours, including after hours, weekends and holidays. All requests for expedited repairs shall be in writing and must be completed within the time agreed upon by the parties in order for Vendor to be entitled to invoice City at the rates indicated for expedited repairs. Expedited repairs not completed within the agreed upon time period shall be paid at the regular hourly rate.

4.7.6 Collision repair estimates by independent State-registered appraisers will be provided to Vendor by City for each vehicle with damages exceeding $3,000.00. Prior to the start of repairs, estimates on vehicles with less than $3,000.00 damage will be provided by Vendor for approval by City. Labor hours must be based on the guides as indicated above. Payment for repairs shall not exceed estimates.

4.7.7 Vendor subcontracted outside labor must be approved in writing by the Fleet Operations Manager, or designated staff representative, before work proceeds. All outside labor must be preformed by an approved factory authorized dealer. Charges for outside labor must be supported by a copy of the outside vendor's invoice, attached to Vendor's invoice submitted to City for payment. Outside labor will be paid only when all internal resources of Vendor have been expended and when the lack of tooling and expertise to perform a particular task becomes a factor. Payment will not exceed the amount of the outside vendor's invoice. Outside labor up charges are not acceptable. All repairs must be completed within the time frames established above, whether performed by Vendor or by Vendor's subcontractor.

4.8 Liquidated Damages: Vendor agrees that, if it fails to complete repairs and return the unit to City in satisfactory condition within the time specified herein, plus any extensions of time allowed pursuant hereto, the actual damages sustained by City because of any such delay will be uncertain and difficult of ascertainment, and that the reasonable foreseeable damages would be the sum of 2% of the invoice price for said services per day for each day past the stated deadlines that the vehicle is not returned to City. Vendor therefore agrees to pay, and City agrees to accept, as liquidated damages and not as a penalty, the sum of 2% of the invoice price for said services per day for each day past the stated deadlines, including allowed extensions, that the unit is not returned to City. City may deduct this sum from any invoices owed to Vendor, or make a demand for payment of same. Vendor shall pay all such demands within 30 days of receipt. In addition, if Vendor is more than 5 business days late, City may retrieve the unit and have the repairs done on the open market, and charge Vendor the difference in price, in lieu of accepting liquidated damages. The 2% sum stated herein is 2% off the total invoice price, including, but not limited to, the cost of parts and services.

4.9 Invoicing:

4.9.1 Upon notification to the City by Vendor that equipment repairs have been completed, documentation of labor, and all parts which have been replaced and billed must be available for inspection by the Fleet Operations Manager or designated staff representative. Such parts may be picked up at the time of equipment acceptance by City. Final invoices are preferred at this time.

4.9.2 Vendor shall submit invoices as directed in the General Terms and Conditions section of this IFB. At the time Vendor submits its original invoice to the Finance Department, Accounts Payable division, Vendor shall also supply a duplicate invoice to the location where the part was delivered, or from which the vehicle sent for repairs originated.

4.9.3 All costs associated with shop supplies, environmental/disposal fees, or any other expenses incurred in fulfilling this contract, are included in the bid price.

4.9.4 Warranty: In addition to the warranty requirements stated in the General Terms and Conditions section of this IFB, Vendor shall provide a warranty against defects in materials and workmanship for all parts supplied hereunder, or the manufacturer's warranty if greater. Vendor shall replace all parts found to be defective at no cost to City during this warranty period, including shipping, transportation, and installation if Vendor installed the defective part.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract. This contract shall begin upon the date specified in the award letter, if it does not exceed $50,000. This contract shall terminate on DECEMBER 31, 2017.

Renewals.

At City's option, this Contract may be renewed under the same terms and conditions for 2 additional 1 year period(s). Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefore.

Temporary Short Term Extensions.

City shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed three months. Said month to month extensions shall be in writing, signed by Director, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

Catalog Discount Pricing.

It is agreed that any published price list(s) may be superseded or replaced during the contract period only if such list is published by the manufacturer for industry wide use. If Vendor's catalog is a compilation of products from various manufacturer's, then the product pricing for a particular manufacturer's products may be superseded or replaced if that manufacturer's price increase is published for industry wide use. Vendor must be able to substantiate the price increase to City's satisfaction.

A revised price list must be submitted to City in the same format as the originally submitted price list, unless a different format is approved by City. It is agreed that any price list provided other than the manufacturer's price list may not be superseded or replaced during the contract period. (*NOTE: Discounts accepted as part of this bid are not subject to revision.*)

A written notice stipulating in detail the changes of a price list must be furnished and approved by the City before revisions go into effect.

All price lists submitted with the bid, or approved revisions, are hereby incorporated into this contract by reference.

Consumer Price Index (CPI).

Price Adjustments. The prices shown on the Price Schedule for labor and service rates may be increased or decreased as follows, using the Consumer Price Index published by the Bureau of Labor Statistics ("BLS") of the United States Department of Labor.

The Base Price that is subject to price adjustment is the selling price shown on the original Price Schedule submitted by Vendor with its original bid.

The Consumer Price Index ("CPI") series that will be used to escalate the base payment is the Consumer Price Index for All Urban Consumers (CPI-U), US City average, not seasonally adjusted, URBAN WAGE EARNERS AND CLERICAL WORKERS, index base period 1982-84=100, series ID CWURA300SAS.

Base Period for Price Adjustment. The reference period from which changes in the CPI shall be measured is the effective date of the month and year in which this contract is awarded.

Date for Price Adjustment. Prices shall be adjusted annually (the "Price Adjustment Date").

Method of Calculation for Price Adjustment. To calculate the price adjustment, the following formula shall be used.

Divide the current index value (the value as of the Price Adjustment Date) by the index value for the Base Period. The resulting number is the percentage change in the index value between the current period and the Base Period (the "percentage change in index value").

Multiply the base price by the percentage change in index value. The sum equals the adjusted price.

Example: (The numbers shown below are for illustration purposes only.)

Current index value at time of calculation	115.5
Divided by index for base period	110.0
Equals percentage change in index value	1.050
Base price	$1,000.00
Multiplied by the percentage change in index value	1.050
Equals adjusted price	$1,050.00

The same procedure shall be followed for each price adjustment authorized herein, using the current CPI for the new Price Adjustment Date and the CPI for the Base Period

Version of Data for Price Adjustment. Calculations of price adjustments shall use the latest version of the CPI data published as of the Price Adjustment Date, without regard to later revisions.

If the CPI index referred to above is discontinued, the Parties shall use the Consumer Price Index for All Urban Costumers (CPI-U), US City average, not seasonally adjusted, URBAN WAGE EARNERS AND CLERICAL WORKERS index base period 1982-84=100, series ID CWURA300SAS to escalate the base payment. If this secondary index is discontinued, the Parties shall use the most nearly comparable statistics published by the BLS, or, if the BLS ceases to publish such statistics, those published by a recognized financial authority, as determined solely by City.

Limitation of Price Adjustment. In no event shall the aggregate of all price adjustments authorized herein for any given Line Item exceed 25% of the original base price for that Line Item. If the calculation results in an increased price that would exceed this limitation, the price adjustment shall be limited to a maximum price adjustment of 25% of the original base price.

Written Requests for Price Adjustments. Price adjustments are not automatic. Vendor must submit a written request for a price adjustment to the Purchasing & General Services Department. Requests must be received by the Purchasing & General Services Department at least 60 days prior to the date the price adjustment is to take effect. If City does not wish to accept the price adjustment, City may terminate the contract for convenience. City may initiate a price adjustment in the event of falling prices. City shall notify Vendor at least 60 days prior to the date the price adjustment is to take effect.

Internal / External Catalog.

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

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

Option 1. Vendor shall host an online catalog (Punch Out Catalog) with Open Catalog Interface (OCI) compliant integration to the SAePS system. This Punch Out Catalog shall have e-commerce functions, including, but not limited to, cataloging, searching and shopping cart functionality. Integration includes linking to the online catalog from SAePS, shopping, and electronically returning the data back to SAePS.

Option 2. Internal Catalog. Vendor shall provide a list of products and services awarded under this contract for uploading into the COSA e-Procurement system in an electronic format as specified by City. The electronic submission may be through email, unless it exceeds City's maximum allowable file size limit. In such case, Vendor shall provide the submission on a CD or other means approved by City.

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

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

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

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

Catalog Updates.
If this contract allows for increases in price, Vendor must provide timely updates to the City. For Punch Out catalogs, Vendor must update pricing on their website and provide City a notification and detailed explanation of the price updates. For Internal Catalogs, Vendor must provide an updated pricing file with details of the pricing updates. If paper catalogs have been requested, updated paper catalogs must be provided concurrently with Internal Catalog files, or as soon thereafter as printed catalogs become available.

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 Purchasing & General Services Department, which shall be clearly labeled "GALION, GRADALL, AND BOMAG PARTS AND SERVICE" 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 Purchasing & General Services Department. 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 f. $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
5. Garage Keepers Liability Insurance – provided on a direct primary basis	Damage to vehicles $300,000

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: Purchasing and General Services Department
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 – LOCAL PREFERENCE IDENTIFICATION FORM
Attachment C – SUPPLEMENTAL INFORMATION RELATED TO THE STATE OF TEXAS CONFLICT OF INTEREST REQUIREMENT
Attachment D – VETERAN OWNED SMALL BUSINESS 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.**

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

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.	V1000708
Signer's Name	Robert Barrera
Name of Business	Waukesha-Pearce Ind.
Street Address	3740 S.E. Loop 410
City, State, Zip Code	San Antonio, TX 78222
Email Address	barera@wpi.com
Telephone No.	210-648-4444
Fax No.	210-648-7602
City's Solicitation No.	6100004644

Signature of Person Authorized to Sign Bid

008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

009 - ATTACHMENTS

ATTACHMENT A

Local Preference Program (LPP) Ordinance

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

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

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

PRICE SCHEDULE

ITEM 1: GALION PARTS AND SERVICE	
ITEM 1a: PURCHASE AND DELIVERY OF PARTS - GALION	
Percent of discount offered:	0 %
Product Identification (Manufacturer):	KOM
Type of Price Schedule Offered (Dealer, Jobber, etc.):	DEALER
Price Schedule Number:	
Date of Price Schedule:	9-2-14
Price Schedule Column on which Discount is Based (i.e., Distributor, Net, Wholesale): LIST	

ITEM 1b: LABOR AND SERVICE - GALION			
Description	Annual Estimated Quantity	Net Price	Extended Total (Annual Estimated Quantity x Unit Price)
A. Labor Rate for In-Shop Service	150 hours	$ 104.00	$ 15,600.00
B. Labor Rate for Overtime or Expedited In-Shop Service	50 hours	$ 172.00	$ 8,600.00

OUTSIDE LABOR UPCHARGES ARE NOT ALLOWABLE

ITEM 1a: SPECIFIED ITEMS - GALION						
Part Number and Description	Manufacturer Name	Estimated Annual Usage	Manufacturer Offered	Manufacturer Part # Offered	Net Price	Extended Price
17A-979-3180 Controller	Galion/KOM	1 ea			$ 711.20	$ 711.20
421-07-31221 Compressor A	Galion/KOM	1 ea			$ 696.00	$ 696.00
154-911-7731 Hose	Galion/KOM	1 ea			$ 355.83	$ 355.83

ITEM 2: GRADALL PARTS AND SERVICE	
ITEM 2a: PURCHASE AND DELIVERY OF PARTS – GRADALL	
Percent of discount offered:	0 %
Product Identification (Manufacturer):	GRD
Type of Price Schedule Offered (Dealer, Jobber, etc.):	DEALER
Price Schedule Number:	
Date of Price Schedule:	3-16-14
Price Schedule Column on which Discount is Based (i.e., Distributor, Net, Wholesale): LIST	

ITEM 2b: LABOR AND SERVICE - GRADALL			
Description	Annual Estimated Quantity	Net Price	Extended Total (Annual Estimated Quantity x Unit Price)
A. Labor Rate for In-Shop Service	150 hours	$ 104.00	$ 15,600.00
B. Labor Rate for Overtime or Expedited In-Shop Service	50 hours	$ 172.00	$ 8,600.00

OUTSIDE LABOR UPCHARGES ARE NOT ALLOWABLE

ITEM 2b: SPECIFIED ITEMS - GRADALL						
Part # and Description	Manufacturer Name	Est. Annual Usage	Manufacturer Offered	Manufacturer Part # Offered	Net Price	Extended Price
8096-3202 A/C Compressor Kit	Gradall	2 ea			$726.83	$1,453.66
8096-3232 A/C Condensor	Gradall	3 ea			$467.67	$1,403.01
8026-4083 Nylon Bushing	Gradall	6 ea			$ .50	$ 3.00
8096-3234 Receiver Dryer	Gradall	4 ea			$ 36.65	$ 146.60
8048-3267 Hydraulic Filter	Gradall	5 ea			$116.93	$ 584.65
7738-3819 Fuel Filter	Gradall	20 ea			$ 19.38	$ 387.60
8866-2311 Fitting	Gradall	8 ea			$ 4.71	$ 37.68
8026-4084 Grommet	Gradall	7 ea			$ 1.92	$ 13.44
8033-4598 Relief Valve	Gradall	2 ea			$849.13	$1,698.26
8038-4184 Paddle Latch	Gradall	3 ea			$139.67	$ 419.01

ITEM 3: GRADALL PARTS AND SERVICE	
ITEM 3: PURCHASE AND DELIVERY OF PARTS – BOMAG	
Percent of discount offered:	0 %
Product Identification (Manufacturer):	BMG
Type of Price Schedule Offered (Dealer, Jobber, etc.):	DEALER
Price Schedule Number:	
Date of Price Schedule:	4-11-14
Price Schedule Column on which Discount is Based (i.e., Distributor, Net, Wholesale):	LIST

ITEM 3b: LABOR AND SERVICE - BOMAG			
Description	Annual Estimated Quantity	Net Price	Extended Total (Annual Estimated Quantity x Unit Price)
A. Labor Rate for In-Shop Service	150 hours	$ 104.00	$ 15,600.00
B. Labor Rate for Overtime or Expedited In-Shop Service	50 hours	$ 172.00	$ 8,600.00

OUTSIDE LABOR UPCHARGES ARE NOT ALLOWABLE

ITEM 3c: SPECIFIED ITEMS - BOMAG						
Part # and Description	Manufacturer Name	Est. Annual Usage	Manufacturer Offered	Manufacturer Part # Offered	Net Price	Extended Price
6208-0601 Water Tank	Bomag	6 ea			$ 395.05	$ 2,370.30
0631-2146 V-Belt	Bomag	8 ea			$ 16.05	$ 128.40
0574-7465 Tank Cover	Bomag	4 ea			$ 14.95	$ 59.80
6205-0401 Support Bar	Bomag	8 ea			$ 290.75	$ 2,326.00
0612-6012 Rubber Buffer	Bomag	8 ea			$ 42.90	$ 343.20
0556-2108 Regulating Levor	Bomag	7 ea		05561271	$ 159.40	$ 1,115.80
1400-3015 Rubber Handle	Bomag	12 ea			$ 26.25	$ 315.00
0642-2018 Knob Handle	Bomag	11 ea			$ 50.95	$ 560.45
0556-1402 Throttle Cable	Bomag	3 ea		05561271	$ 159.40	$ 478.20
0574-7116 Air Filter	Bomag	50 ea			$ 15.40	$ 770.00

Please complete the following:
Restocking orders are placed every 7 days on THURS day (day of the week).
Business Hours are from 8 AM to 5 PM, 5 days per week.
Parts and Service Facility Name and Address: WAUKESHA PEARCE IND. 3740 S.E. LOOP 410 SAN ANTONIO, TX 78222
Prompt Payment Discount: — % within — Days (Net 30 will apply if no discount is offered.)

ACCOUNT REPRESENTATIVE CONTACT INFORMATION Vendor shall list the account representative information servicing the City's account if awarded this contract.	
Name/Title: ROBERT BARRERA/BRANCH MANAGER	
Phone #: 210-648-4444	Fax #: 210-648-7602
Email: BARERA@WPI.COM	

PLACEMENT INFORMATION Vendor shall list the preferred service contact method and contact information. **(check all that apply)**		
Phone: 210-648-4444	Fax: 210-648-7602	Email: BARERA@WPI.COM
Services shall be coordinated via: Name: ROBERT BARRERA		
Email: BARERA@WPI.COM		

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

Authority. The City of San Antonio Veteran-Owned Small Business Preference Program Ordinance 2013-12-05-0864 adopted a veteran-owned small business preference program for specific contracting categories for solicitations issued after January 15, 2014.

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

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

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

SOLICITATION NAME/NUMBER: 6100004644

Name of Respondent:	ROBERT BARRERA	
Physical Address:	3740 S.E. LOOP 410	
City, State, Zip Code:	SAN ANTONIO, TX 78222	
Phone Number:	210-648-4444	
Email Address:	barera@wfi.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 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 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 Veteran-Owned Small Business Program Tracking 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 Program Tracking Form may be investigated and I hereby give my full permission for any such investigation. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

BIDDER/RESPONDENT'S FULL NAME:

ROBERT BARRERA

(Print Name) Authorized Representative of Bidder/Respondent

Robert Barrera

(Signature) Authorized Representative of Bidder/Respondent

BRANCH MANAGER

Title

Sept 10, 2014

Date

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

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

The City of San Antonio Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, establishes a local preference for specific contracting categories. Each time a bidder or respondent submits a bid for a solicitation, this Local Preference Program Identification Form must be completed and turned in with the solicitation response in order to be identified as a local 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 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 local 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.

A local business (a.k.a. a City Business) is defined as a business headquartered within the incorporated San Antonio city limits OR one that meets the following conditions:

- Has an established place of business for at least one year 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 local 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.

THE BIDDER / RESPONDENT MUST COMPLETE THE FOLLOWING TO BE IDENTIFIED AS A LOCAL BUSINESS

Name of Business:	WAUKESHA-PEARCE IND.	
Physical Address:	3740 S.E. LOOP 410	
City, State, Zip Code:	SAN ANTONIO, TEXAS 78222	
Phone Number:	210-648-4444	
Email Address:	BARERA@WPI.COM	
Is Business headquartered within the incorporated San Antonio city limits?	Yes	No

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

(circle one)		
If the answer to the question above is "Yes", stop here. If the answer to the above question is "No", provide responses to the following questions:		
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 at least one year? (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

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 and 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.

RESPONDENT'S FULL NAME:

ROBERT BARRERA

(Print Name) Authorized Representative of Respondent

(Signature) Authorized Representative of Respondent

BRANCH MANAGER

Title

Sept 10, 2014

Date

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

KOMATSU®

One Continental Towers
1701 W. Golf Road – P.O. Box 5049
Rolling Meadows, IL 60008
Phone: (847) 437-5027
Fax: (847) 437-7019

Joseph J. Annunzio
Distribution Growth & Development

April 22, 2014

The City of San Antonio
P.O. Box 839966
San Antonio, TX 78283

Dear City of San Antonio Administration:

Please accept this letter as evidence that Waukesha-Pearce Industries, Inc. is the exclusive and authorized distributor of Komatsu products in the City of San Antonio, TX with the following authorized branch location:

3740 S.E. Loop 410
San Antonio, TX 78222

Sincerely,

Joseph J. Annunzio, CPA, CVA, CMA, CFM
Director, Distributor Development

Attachments

BOMAG
FAYAT GROUP

Date; April 11, 2014

To; Robert Barrera – Branch Manager, WPI - San Antonio TX.

Subject; Bid to sell BOMAG parts to The City of San Antonio TX.

To whom it may concern,

WPI is currently contracted, and in good standing as an authorized dealer for BOMAG, which includes but is not limited to the retail sale of BOMAG parts. Below you will find a list of products which are included in their BOMAG contract, and are also the products for which they are authorized for both service and parts sales.

- Single Drum Rollers
- Landfill Compactors
- Light Equipment
- MPH (soil Stabilizers)
- BW11RH
- BW120AD

If I can be of further assistance, Please do not hesitate to let me know.

Greg Shockley

Territory manager, BOMAG America's Inc.

479-629-6550

greg.shockley@bomag.com

GRADALL®

GRADALL INDUSTRIES, INC.

April 10, 2014

To whom it may concern:

This is to inform you that WPI is the sole contracted Gradall dealer for equipment, parts, attachments, and warranty service in southern Texas, including the counties south of and including Valverde, Edwards, Kimble, Menard, Mason, Llano, Burnett, Bell, Milam, Robertson, Bastrop, Caldwell, Guadalupe, Wilson, Karnes, Goliad, Refugio, and Aransas. If you have any questions, please feel free to contact me.

Sincerely,

William L Thomas

William L Thomas
Vice President Excavator Product
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