LOC/jlm
5/28/15
Item No. 8

AN ORDINANCE 2015-05-28-0465

ACCEPTING THE BIDS FROM DEWINNE EQUIPMENT AND SAN ANTONIO SOUTHWEST TRAILERS, LTD. FOR MOWERS AND TRAILERS FOR A TOTAL COST OF $187,819.64, FUNDED FROM THE EQUIPMENT RENEWAL AND REPLACEMENT FUND AND THE TRANSPORTATION & CAPITAL IMPROVEMENTS DEPARTMENT OPERATING FUND.

* * * * *

WHEREAS, bids were submitted to provide the City of San Antonio with riding mowers and utility trailers for various city departments; and

WHEREAS, the bids submitted by DeWinne Equipment for items 2 and 8 (Bid 1), C&M Golf & Grounds Equipment for item 8, Moridge Manufacturing, Inc. for items 2 and 8, and Watts Equipment d/b/a Mustang Equipment for items 2, 3, and 8 failed to meet the City's specifications and/or requirements; and

WHEREAS, the bid from DeWinne Equipment (Bid 1, item 3), a city business, is within 3 percent of the lowest bid, which was from Moridge Manufacturing, Inc., a bidder who is not a city business; and

WHEREAS, DeWinne Equipment (Bid 1, item 3 and Bid 2, items 2 and 8) and San Antonio Southwest Trailers, Ltd. (items 5, 6, and 7) were the low responsive bidders for a total cost of $187,819.64; **NOW THEREFORE**:

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

SECTION 1. The low, responsive bids from DeWinne Equipment (Bid 1, item 3 and Bid 2, items 2 and 8) and San Antonio Southwest Trailers, Ltd. (items 5, 6, and 7) to provide the City of San Antonio with riding mowers and utility trailers for various city departments for a total cost of $187,819.64 are hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. The bid tabulation sheet and bids are attached hereto and incorporated herein for all purposes as **Exhibit I**.

SECTION 2. It is found and declared that the following bids failed to meet the City's specifications and/or requirements, as reflected on the bid tabulation sheets marked "NAS": DeWinne Equipment for items 2 and 8 (Bid 1), C&M Golf & Grounds Equipment for item 8, Moridge Manufacturing, Inc. for items 2 and 8, and Watts Equipment d/b/a Mustang Equipment for items 2, 3, and 8.

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

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

Amount	General Ledger	Cost Center	Fund
$ 61,131.89	5501050	3503200001	72001000
$ 126,687.75	5501050	2304020001	29070000
Total Amt $ 187,819.64			

SECTION 5. Payment not to exceed the budgeted amount of $136,110.64 is authorized to DeWinne Equipment and should be encumbered with a purchase order.

SECTION 6. Payment not to exceed the budgeted amount of $51,709.00 is authorized to San Antonio Southwest Trailers, Ltd and should be encumbered with a purchase order.

SECTION 7. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

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

PASSED AND APPROVED this 28th day of May, 2015.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda, Acting City Attorney

Agenda Item:	**8 (in consent vote: 5, 6, 7, 8, 9, 10, 11, 12, 13, 14)**
Date:	05/28/2015
Time:	10:31:19 AM
Vote Type:	Motion to Approve
Description:	An Ordinance accepting the bids from DeWinne Equipment and San Antonio Southwest Trailers, Ltd., for mowers and trailers for a total cost of $187,819.64, funded from the Equipment Renewal and Replacement Fund and the Transportation & Capital Improvements Department Operating fund. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]
Result:	Passed

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

City of San Antonio Bid Tabulation

Opened: March 18, 2015
For: Riding Mowers and Utility Trailers

6100005693 AJ

ITEM	DESCRIPTION	Estimated Annual Quantities	Bid 2 - Local	Bid 1 -Local	Local	Non-Local	Local	Non-Local	Local	Local
			DeWinne Equipment	DeWinne Equipment	San Antonio Southwest Trailers, Ltd	C&M Golf & Grounds Equipment	John H. Sorola, Inc	Moridge Manufacturing, Inc	Professional Turf Products	Watts Equipment:DBA Mustang Equipment
			11002 Bandera Rd	11002 Bandera Rd	10302 IH35 North	13250 Lookout Rd	523 W. Cypress	105 S. Hwy 81	5026 Service Center Drive	16331 Pleasantville Rd.
			San Antonio, TX, 78250 210-684-5296	San Antonio, TX, 78250	San Antonio, TX, 78233 210-657-5828	San Antonio, TX, 78233	San Antonio, TX, 78212	Moundridge, KS, 67107 620-345-8621	San Antonio, TX, 78218	San Antonio, TX, 78233
1	Deleted									
2	Zero Turn Riding Mowers, Diesel with ROPS, minimum 60" cutting width with side discharge	3		NAS				NAS		NAS
	Price each		$12,749.25	$11,642.74	No Bid	$13,000.00	$13,599.00	$11,590.00	$15,695.86	$7,435.08
	Total		$38,247.75	$34,928.22		$39,000.00	$40,797.00	$34,770.00	$47,087.58	$22,305.24
	Year, Make & Model Offered		2015 Exmark Lazer S Diesel Model # LZS902dku6051	2015 Gravely Pro-Turn 460 Diesel Model#992236		2015, SCAG, STT61V-25KBD	2015 Exmark LZS902DKU6051A1	2015 Grasshopper 325D/61	2015 Toro Grandmaster 7200	2015 John Deere Z920M
	Specific make & model of engine offered (include HP)		Kubota Diesel Model #D902 25HP	Kubota Diesel Model #D902 25HP		Kubota, D902E4B-SCG-1, 21.6 HP @3200 Tier IV Final Diesel	Kubota Diesel Model D902 25HP 898CC	Kubota D902; 25hp Liquid-Cooled Diesel	GM7200 (30495)	Kawasaki 23.5hp Gas
	Authorized Warranty Provider		DeWinne Equipment Company	DeWinne Equipment Company		C&M Golf & Grounds Equipment	John H. Sorola, Inc	DeWinne Equipment Co.	Professional Turf Products	Watts Equipment DBA:Mustang Equipment
	Warranty Provider Address		11002 Bandera Rd, San Antonio, TX 78250	11002 Bandera Rd, San Antonio, TX 78250		13250 Lookout Rd, San Antonio, TX 78233	523 W. Cypress, San Antonio, TX 78212	11002 Bandera Rd, San Antonio, TX 78250	5026 Service Center Drive, San Antonio, TX 78218	John Deere, 16331 Pleasantville Rd., San Antonio, TX 78233
	Delivery will be made within __ calendar days after issuance of purchase order		30	30		30	21	30	15-30	30
3	Zero Turn Riding Mowers, 48" cutting width with Roll-Over Protective Structure (ROPS)	1								NAS
	Price each		$7,039.00	$6,518.14	No Bid	$7,055.00	$7,759.00	$6,347.00	$6,906.77	$6,098.55
	Total		$7,039.00	$6,518.14		$7,055.00	$7,759.00	$6,347.00	$6,906.77	$6,098.55
	Percentage between lowest responsive bid and local bid			2.70%						
	Price Differential			$171.14						
	Year, Make & Model Offered		2015 Exmark Lazer E Model # LZE600gka484a2	2015 Gravely Pro-Turn 148 Model#991079		2015 SCAG, STC48V-23CV	2015 Exmark LZS651CKA484A2	2015 Grasshopper 226V/48	Toro Lce 74952	2015 John Deere Z915B
	Specific make & model of engine offered (include HP)		Kawasaki Gas Model #FX600V 20Hp	Kawasaki Model#FX691V Gas V-Twin 22Hp		Kohler Twin, 23 HP	Kawasaki Gas Model FX651V 20.5HP 726cc	Briggs & Stratton Commercial Turf, 26hp (810cc)	Toro Lce 74952, 20.5HP	Kohler 25Hp Gas
	Authorized Warranty Provider		DeWinne Equipment Company	DeWinne Equipment Company		C&M Golf & Grounds Equipment	John H. Sorola, Inc	DeWinne Equipment Co.	Professional Turf Products	Watts Equipment DBA:Mustang Equipment
	Warranty Provider Address		11002 Bandera Rd, San Antonio, TX 78250	11002 Bandera Rd, San Antonio, TX 78250		13250 Lookout Rd, San Antonio, TX 78233	523 W. Cypress, San Antonio, TX 78212	11002 Bandera Rd, San Antonio, TX 78250	5026 Service Center Drive, San Antonio, TX 78218	John Deere, 16331 Pleasantville Rd., San Antonio, TX 78233
	Delivery will be made within __ calendar days after issuance of purchase order		30	30		30	21	30	15-30	30
4	Deleted									

EXHIBIT I

City of San Antonio Bid Tabulation

Opened: March 18, 2015
For: Riding Mowers and Utility Trailers

6100005693 AJ

ITEM	DESCRIPTION	Estimated Annual Quantities	Bid 2 - Local	Bid 1 -Local	Local	Non-Local	Local	Non-Local	Local	Local
			DeWinne Equipment	DeWinne Equipment	San Antonio Southwest Trailers, Ltd	C&M Golf & Grounds Equipment	John H. Sorola, Inc	Moridge Manufacturing, Inc	Professional Turf Products	Watts Equipment:DBA Mustang Equipment
			11002 Bandera Rd	11002 Bandera Rd	10302 IH35 North	13250 Lookout Rd	523 W. Cypress	105 S. Hwy 81	5026 Service Center Drive	16331 Pleasantville Rd.
			San Antonio, TX, 78250 210-684-5296	San Antonio, TX, 78250	San Antonio, TX, 78233 210-657-5828	San Antonio, TX, 78233	San Antonio, TX, 78212	Moundridge, KS, 67107 620-345-8621	San Antonio, TX, 78218	San Antonio, TX, 78233
5	Dual Axle Gooseneck 15-20K Trailer	1								
	Price each		No Bid	No Bid	$8,478.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Total				$8,478.00					
	Year, Make & Model Offered				2015, Southwest Gooseneck, GE2586210E					
	Authorized Warranty Provider				Southwest Gooseneck					
	Warranty Provider Address				343 Gembler Rd, SA TX 78219					
	Delivery will be made within __ calendar days after issuance of purchase order				60					
6	Trailer - 7K	2								
	Price each		No Bid	No Bid	$3,944.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Total				$7,888.00					
	Year, Make & Model Offered				2015, Southwest Gooseneck, BU2083235					
	Authorized Warranty Provider				Southwest Gooseneck					
	Warranty Provider Address				343 Gembler Rd, SA TX 78219					
	Delivery will be made within __ calendar days after issuance of purchase order				60					
7	18' Landscape Utility Trailer	7								
	Price each		No Bid	No Bid	$5,049.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Total				$35,343.00					
	Year, Make & Model Offered				2015, Southwest Gooseneck, BUL1877252E					
	Authorized Warranty Provider				Southwest Gooseneck					
	Warranty Provider Address				343 Gembler Rd, SA TX 78219					
	Delivery will be made within __ calendar days after issuance of purchase order				60					
8	Zero Turn Riding Mowers, Diesel Engine with ROPS, minimum 72" cutting width with side discharge	7		NAS		NAS		NAS		NAS
	Price each		$13,049.25	$12,168.34	No Bid	$10,050.00	$13,919.00	$11,990.00	$15,541.27	$8,439.32
	Total		$91,344.75	$85,178.38		$70,350.00	$97,433.00	$83,930.00	$108,788.89	$59,075.24
	Year, Make & Model Offered		2015 Exmark Lazer S Diesel Lzs902dku725a1	2015 Gravely Pro-Turn 472 Diesel Model #992240		2015, SCAG, STT72V-35BVAC	2015 Exmark LZS902DKU725A1	2015 Grasshopper 325D/72	Toro 2015 Grounds Master (30495)	2015 John Deere Z950M
	Specific make & model of engine offered (include HP)		Kubota Diesel Model# D902 25Hp	Kubota Diesel Model# D902 25Hp		Briggs Vanguard 35HP with metal canopy	Kubota Diesel Model D902 25HP 898cc	Kubota D902; 25hp Liquid-Cooled Diesel	Toro GM 7200 - 30495	Kawasaki 27.0HP
	Authorized Warranty Provider		DeWinne Equipment Company	DeWinne Equipment Company		C&M Golf & Grounds Equipment	John H. Sorola, Inc	DeWinne Equipment Co.	Professional Turf Products	Watts Equipment DBA:Mustang Equipment
	Warranty Provider Address		11002 Bandera Rd, San Antonio, TX 78250	11002 Bandera Rd, San Antonio, TX 78250		13250 Lookout Rd., San Antonio, TX 78233	523 W. Cypress, San Antonio, TX 78212	11002 Bandera Rd, San Antonio, TX 78250	5026 Service Center Drive, San Antonio, TX 78218	John Deere, 16331 Pleasantville Rd., San Antonio, TX 78233
	Delivery will be made within __ calendar days after issuance of purchase order		30	30		30	21	30	15-30	30
	Payment Terms		Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30
	Total Award		**$129,592.50**	**$6,518.14**	**$51,709.00**					

Item 1 and 4, deleted to be re-bid at a later date

* NAS - bidders did not meet minimum specifications

ORIGINAL

Revision 1

Display Bid - SAP NetWeaver Portal - Microsoft Internet Explorer provided by City of San Antonio

Display Bid

History

Display Response : 7000006182

RFx Response Number: 7000006182 | RFx Number: 6100005693 | RFx Name: Rking Mowers and Utility Trailers | Status: Submitted | Supplier Name: DEWVRIE EQUIPMENT COMPANY | Total Value: 0.00 USD

Edit | Close | Print Preview | Refresh | Check | Export

RFx Information | Items | Notes and Attachments | Approval | Tracking

General Data | Notes and Attachments | Customer | Partners

Basic Data

Bidder Contact Information

Supplier Name: DEWVRIE EQUIPMENT COMPANY
Contact Person Name: Debbie Dewvrie
Email: debbie@dewvrie-equipment.com
Fax: 2188307115
Phone: 2188645298

RFx Response Information

Last Changed on: 03/17/2015 10:33:02 CET
Last Changed by: Ms. Debbie Dewvrie
Created Date: 03/17/2015 10:30:29 CET
Created by: Ms. Debbie Dewvrie

Event Parameters

Process Type: 0001
Currency: United States Dollar
Detailed Price Information: Simple Price
Follow-On Document: Purchase Order or Contract
Net Value of Header Items: 0.00 USD

Pricing Arrangement:
Pricing Arrangement
Service and Delivery:

Dates and Statistics

Created on: 03/17/2015 10:30:29 CET
Created by: Ms. Debbie Dewvrie
Last Processed on: 03/17/2015 10:33:02 CET
Last Processed by: Ms. Debbie Dewvrie

Organization

Responsible Purchasing Organization: 0 60000103 City of San Antonio
Responsible Purchasing Group: 0 60000164 Legal Division

Partners and Delivery Information

Filter Details

Function	Number	Name	Phone Number
Contact Person	18012907	Ms. Debbie Dewvrie	2188645298
Bidder	100	DEWVRIE EQUIPMENT COMPANY	2188645298

Edit | Close | Print Preview | Refresh | Check | Export

Display Bid - SAP NetWeaver Portal - Microsoft Internet Explorer provided by City of San Antonio

Display Bid

History

Display Response : 7000006182

RFx Response Number: 7000006182 RFx Number: 6100006693 RFx Name: Riding Mowers and Utility Trailers Status: Submitted Supplier Name: CERVARIE EQUIPMENT COMPANY Total Value: 0.00 USD

Edit | Close | Print Preview | Refresh | Check | Export

RFx Header Data | Items | Items and Attachments | Approval | Trading

General Data | Items and Attachments | Questions | Signature

Payment Terms: 0024

Incoterms Key / Location: FOB Destination

Edit | Close | Print Preview | Refresh | Check | Export

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Printer: MAPAT on WPRETKONICA02

Time: 2:41:11 PM 7/18/2015

Total pages: 1

7:41 PM

CITY OF SAN ANTONIO

PURCHASING AND GENERAL SERVICES DEPARTMENT

FORMAL INVITATION FOR BID ("IFB") NO.: 6100005693

RIDING MOWERS AND UTILITY TRAILERS

ORIGINAL

Date Issued: FEBRUARY 19, 2015

Revision 1

BIDS MUST BE RECEIVED **NO LATER** THAN:
2:00 PM – C.T., MARCH 18, 2015

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

Address for hard copy responses:

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

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

For Hard Copy Submissions, Mark Envelope
"RIDING MOWERS AND UTILITY TRAILERS"
Bid Due Date: 2:00 p.m. – C.T. MARCH 18, 2015
Bid No.: 6100005693
Bidder's Name and Address

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NO DBE / ACDBE Requirements: NO

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

Pre-Submittal Conference * YES

* If YES, the Pre-Submittal conference will be held on February 27, 2015 at 10:00 am – Central Time at Building & Equipment, Fleet Training Room, 329 S. Frio, San Antonio, Texas 78207

Staff Contact Person: ABIGAIL JOHNSTON, PROCUREMENT SPECIALIST III, P.O. Box 839966, San Antonio, TX 78283-3966.
Email: ABIGAIL.JOHNSTON@SANANTONIO.GOV

SBEDA Contact Information: DIANE NICHO, 210-207-3900, DIANE.NICHO@SANANTONIO.GOV

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009 - ATTACHMENTS 24

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 **SCOPE:** The City of San Antonio is soliciting bids to furnish two (2) 72" Zero-Turn Riding Mowers, ten (10) 60" Zero-Turn Riding Mowers, two (2) 54" Zero-Turn Mowers, one (1) 48" zero-Turn Mower, one (1) Dual Axle Gooseneck 15-20K Trailer, two (2) 7k Trailers and seven (7) 18' Landscape Utility trailers in accordance with the specifications listed herein. This equipment will be utilized by the Aviation, Convention & Sports Facilities, Parks and Recreation and Transportation & Capital Improvements Departments.

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

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

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

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

Vendor must deliver equipment to:

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

Delivery to a non-specified location will result in non-acceptance of the equipment by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS. Vehicles will be accepted 8:00 A.M. to 3:00 P.M. CST. All vehicles are required to have a full tank(s) when delivered to City specified location.

4.2.4 Engine Protection – All diesel engines furnished under these bids will be protected by an OEM installed engine

protection system. As a minimum, the system will monitor engine oil pressure, as well as engine and transmission temperature. Engine fuel solenoid must be de-energized and engine automatically stopped when any of the functions being monitored is unsafe per the manufacturer specifications. System must provide audio and visual alarms prior to shutdown. All water-cooled engines will be protected to – 20^0 Fahrenheit.

4.2.5 Successful bidder to furnish two (2) complete sets of service manuals that describe in detail the proper operation and maintenance of the equipment furnished under the contract. The manuals will contain a current and complete parts for re-ordering, and the equipment actually furnished under this contract will be highlighted to identify exact part and model numbers for each component.

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

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

4.2.8 The Manufacturer's Statement of Origin (MSO), an invoice and all owners and service manuals are required upon delivery of each unit before payment can be processed.

4.2.9 All equipment will be OEM.

4.2.10 All equipment will have maximum capacity engine cooling system offered by the manufacturer.

4.2.11 All equipment will be **NEW** 2015 or current production completely assembled. Units that are classified as demonstrations, prototype or discontinued or modified models **WILL NOT** be acceptable.

4.3	ITEM	QUANTITY	DESCRIPTION
	1	2 Each	**Zero Turn Riding Mowers, Diesel or Gasoline Engine with ROPS, Minimum 72" cutting width with side discharge**

SPECIFICATIONS:

4.3.1 ENGINE: Diesel or Gasoline, liquid cooled, minimum 1 liter, with minimum 37 horsepower. Dual element, dry type air cleaner with turbo type pre-cleaner. Spin-on type, full flow oil filter. Fuel capacity minimum 13 gallons, and must be equipped with fuel gauge.

4.3.2 Drive System – Dual Hydrostatic pump/motor. Equipment shall have infinitely variable ground speed with minimum 0 – 12 mph forward and 0 – 5 mph in reverse.

4.3.3 STEERING: Steering – Twin levers, zero turn radius. Must be equipped with adjustable steering levers.

4.3.4 TIRES: Front tires to be foam filled tires, flat free, semi-pneumatic 13x6.5-6 rear to be 26x12x12.

4.3.5 Brakes – Manufacturer standard with parking brake.

4.3.6 Safety and Indicators – Seat belt, suspension seat with adjustable padded armrests, hour meter, oil pressure indicator, coolant temperature indicator, high coolant temperature audible alarm and shutdown. 2-Post foldable ROPS with seat safety cut-off switch. Front and rear facing, ROPS mounted amber color strobe lights hard wired to ignition switch. Slow moving vehicle emblem must be mounted facing rearwards on ROPS

4.3.7 MOWING DECK: 72" width/ side discharge that floats from front and rear suspension, and a foot operated, height of cut adjustment. Deck to be equipped with two (2) adjustable, multi-positioned, anti-scalp rollers. Deck to be minimum ten (10) gauge steel with double-top deck and double reinforced side skirts with corners. Mulching baffle not needed.

4.4	ITEM	QUANTITY	DESCRIPTION
	2	10 Each	**Zero Turn Riding Mowers, Diesel Engine with ROPS, Minimum 60" cutting width with side discharge**

SPECIFICATIONS:

4.4.1 ENGINE: Diesel, liquid cooled, minimum 1 liter, with minimum 27 horsepower. Dual element, dry type air cleaner with turbo type pre-cleaner. Spin-on type, full flow oil filter. Fuel capacity minimum 13 gallons, and must be equipped with fuel gauge

4.4.2 Drive System – Dual Hydrostatic pump/motor. Equipment shall have infinitely variable ground speed with minimum 0 – 12 mph forward and 0 – 5 mph in reverse.

4.4.3 Steering – Twin levers, zero turn radius. Must be equipped with adjustable steering levers.

4.4.4 Tires – Minimum 26" inch drive tires. Minimum 13" pneumatic no-flat front caster tires.

4.4.5 Brakes – Manufacturer standard with parking brake.

4.4.6 Safety and Indicators – Seat belt, suspension seat with adjustable padded armrests, hour meter, oil pressure indicator, coolant temperature indicator, high coolant temperature audible alarm and shutdown. 2-Post foldable ROPS with seat safety cut-off switch. Front and rear facing, ROPS mounted amber color strobe lights hard wired to ignition switch. Slow moving vehicle emblem must be mounted facing rearwards on ROPS.

4.4.7 Cutting Deck – Minimum 60" cutting width floating deck. Cutting height adjustable from 1" to 5". Shall have a hydraulic or electrical deck lift. Adjustable height rollers. Minimum 10 gauge fabricated and welded steel construction deck. Self adjusting spring loaded belt tension system with maintenance free, sealed and non-greasable spindles.

4.5	ITEM	QUANTITY	DESCRIPTION
	3	1 Each	**Zero Turn Mowers, 48" Cutting Width with Roll-Over Protective Structure (ROPS)**

SPECIFICATIONS:

4.5.1 Engine – Minimum 18 horsepower, diesel, liquid-cooled. Dry type air filter, spin on type full flow oil filter. Twelve volt cranking and charging system. Fuel capacity minimum 3 gallons, and must be equipped with fuel gauge

4.5.2 Transmission – Hydrostatic, unitized shaft driven, capable of minimum 0-9 mph forward and 0-5 mph in reverse.

4.5.3 Steering – Zero turn radius.

4.5.4 Brakes: Internal expanding shoe.

4.5.5 Mower - Minimum 48" cutting width, right side discharge mowing deck with anti-scalp rollers, adjustable cutting height 1" to 5". Deck to be constructed of minimum 10 gauge steel. Cutting height adjustment to be hydraulic with ½" cutting height increments.

4.5.6 Blades: Minimum three (3) blades with minimum 15,600 fpm blade tip speed.

4.5.7 Safety and Indicators – Hour meter, oil pressure indicator and operator presence interlock system.

4.5.8 Seat – Hydraulic, one touch system with operator presence system.

4.5.9 Tires - Turf type minimum Turf type minimum 13 X5-6 front; 23x9.50-12 rear.

4.6	ITEM	QUANTITY	DESCRIPTION
	4	2 Each	**Zero Turn Mowers, 54" Cutting Width with Roll-Over Protective Structure (ROPS)**

SPECIFICATIONS:

4.6.1 Engine – Minimum 18 horsepower, diesel, liquid-cooled. Dry type air filter, spin on type full flow oil filter. Twelve volt cranking and charging system. Fuel capacity minimum 3 gallons, and must be equipped with fuel gauge

4.6.2 Transmission – Hydrostatic, unitized shaft driven, capable of minimum 0-9 mph forward and 0-5 mph in reverse.

4.6.3 Steering – Zero turn radius.

4.6.4 Brakes: Internal expanding shoe.

4.6.5 Mower - Minimum 54" cutting width, right side discharge mowing deck with anti-scalp rollers, adjustable cutting height 1" to 5". Deck to be constructed of minimum 10 gauge steel. Cutting height adjustment to be hydraulic with ½" cutting height increments.

4.6.6 Blades: Minimum three (3) blades with minimum 15,600 fpm blade tip speed.

4.6.7 Safety and Indicators – Hour meter, oil pressure indicator and operator presence interlock system.

4.6.8 Seat – Hydraulic, one touch system with operator presence system.

4.6.9 Tires - Turf type minimum 15 X 6. 0.6/ 23 X 10.50.

4.7	ITEM	QUANTITY	DESCRIPTION
	5	1 Each	**Dual Axle Gooseneck 15-20K Trailer**

SPECIFICATIONS:

4.7.1 **GVWR:** 20,000 lbs

4.7.2 **EMPTY TRAILER WEIGHT:** 6,800 lbs

4.7.3 **NET PAYLOAD CAPACITY:** 13,200 lbs

4.7.4 **AXLES:** Dual Tandem 10,000 lbs

4.7.5 **TIRES:** New ST 235/80 radial 16" E range 10 ply trailer tires (3,250lbs each)

4.7.6 **WHEELS:** 16" x 6" 8 hole

4.7.7 **MAIN FRAME:** 12" I-Beam (19lb/ft up to 30' - 22lb/ft over 30')

4.7.8 **GOOSENECK RISERS:** 12" I-Beam, (19lb/ft)

4.7.9 **GOOSENECK FRAME:** 12" I-Beam, (19lb/ft)

4.7.10 **ROSS MEMBERS:** 3" Channel on 16" centers.

4.7.11 **DECK FRAME:** Must be a minimum 5" Channel

4.7.12 **FLOORING:** 2" Treated pine (screwed down)

4.7.13 **TIE DOWNS:** Stake pockets (2' centers) and Rub Rail (3/8" thick)

4.7.14 **STORAGE:** Locking chain box with lid.

4.7.15 **COUPLER:** 2 5/16" Adjustable Gooseneck

4.7.16 **JACK:** Unit must have dual 12,000 lbs drop leg jacks

4.7.17 **LIGHTS:** All stop, turn, and clearance lights equipped and sealed.

4.8	**ITEM**	**QUANTITY**	**DESCRIPTION**
	6	**2 Each**	**Trailer 7K**

SPECIFICATIONS:

4.8.1 **INTERIOR SIZE:** Minimum interior deck length of twenty (20) feet.

4.8.2 **FRAME:** All steel.

4.8.3 **FLOOR:** Minimum 2" treated wood.

4.8.4 **LIGHTING:** Unit to be equipped with all lighting as required by TEXDOT with a 6-pole plug, Phillips 11604 or equal.

4.8.5 **TIRES:** Minimum 8 ply, all required to meet trailer GVWR, 16" wheels.

4.8.6 **TANDEM AXLES:** Drop axle, minimum combined axle rating to be 7,000 lbs. with matching suspension. Payload of 5,500 lbs. rated at not less than 60 mph. Equipped with drop jack, extra wide.

4.8.7 **SPARE TIRE:** Matching spare tire and rim to be mounted at front of trailer body and designed to rest on towing frame with a devise for installing a padlock for security.

4.8.8 **LOADING RAMP:** Ramp gat must support loads up to 5,500 lbs.

4.8.9 **BRAKES:** Electric on both axles

4.8.10 **DRAW BAR:** Lunette type adjustable from 18" to 26" above ground level.

4.8.11 **RAIL:** Minimum of 17" solid side utility, installed on both left and right sides of bed as well as across the front.

4.9	**ITEM**	**QUANTITY**	**DESCRIPTION**
	7	**7 Each**	**18' Landscape Utility Trailer**

SPECIFICATIONS:

4.9.1 **GVWR:** Minimum of 9,900 lbs

4.9.2 **ELECTRICAL:** DOT Approved lights , wiring, and connectors

4.9.3 **FRAME:** 3 inch. x 3inch. X 3/16 inch angle frame and top rail.

4.9.4 **TONGUE:** 4 inch channel wrap around

4.9.5 **TIRES:** 225/75 D15 (2640 lb)- 6 ply Bias tire with matching spare

4.9.6 **FLOORS:** 2 inch treated wood. Unit to be equipped with 3/16 Diamond Plate steel flooring over wood

4.9.7 **COUPLER:** 2- 5/16 ball a-frame coupler. Coupler to be adjustable

4.9.8 **SAFETY CHAINS:** Heavy duty safety chains,

4.9.9 **TIE DOWNS:** Unit to be equipped with stake pockets and flush mounted D-Rings.

4.9.10 **DECK SPECIFICATIONS:**
Length; 18' (Dove tail not needed)
Height: 72 inches

Width' 77 inches
Enclosed with expanded metal sides, top, and ramp gate with metal flooring deck. Weed eater racks on both sides.

4.9.11 **FENDERS:** Heavy duty teardrop fenders and backs

4.9.12 **BRAKES:** All wheel electric brakes

4.9.13 **TAILGATE: 6"** expanded metal tailgate with strut assist.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon City's issuance of a Purchase Order. This contract shall terminate upon completion of all work described herein or delivery of all goods ordered, as applicable.

Liquidated Damages for Delay:

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

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

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

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

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

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

Incorporation of Attachments.

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

Attachment A – City of San Antonio Price Schedule
Attachment B – City of San Antonio Local Preference Program Forms
Attachment C – Non-Discrimination Ordinance Language
Attachment D – Supplemental Information Related to State of Texas Conflict of Interest Requirement
Attachment E – City of San Antonio Veteran-Owned Small Business Preference Program Tracking Form

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

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

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

Invoicing and Payment.

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

Information Required On Invoice.

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

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

Payment by City.

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

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

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

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

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

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

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

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

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

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

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

Termination.

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

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

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

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

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

INDEMNIFICATION.

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

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

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

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

Records Retention.

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

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

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

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

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

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

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

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

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

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

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

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

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

007 - SIGNATURE PAGE

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

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

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

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

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

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

Bidder Information Please Print or Type	
Vendor ID No.	v1004242
Signer's Name	Jeff Foster
Name of Business	DeWinne Equipment
Street Address	11002 Bandera Rd
City, State, Zip Code	San Antonio Tx 78250
Email Address	Jfoster@dewinne-equipment.com
Telephone No.	210-684-5296
Fax No.	210-684-3718
City's Solicitation No.	6100005693

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

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 – Revision 1

Item	Description	Quantity
1	Zero Turn Riding Mowers, Diesel or Gasoline Engine with ROPS, Minimum 72" cutting width with side discharge	2 each

Price each: $ 10220.29

Total: $ 20440.58

Year, Make & Model Offered: 2015 Gravely Pro-Turn 472 Gas Model # 992245

Specific make & model of engine offered (include HP):

Kawasaki Model # FX1000 V-Twin Gas 35Hp

Authorized Warranty Provider:

DeWinne Equipment Company

Warrant Provider Address:

11002 Bandera Rd San Antonio TX 78250

Production cut-off date: June 1 2015

Indicate the last day that the City can place orders under this contract without missing the production cut off date:

June 1 2015

Bid prices shall remain firm for all orders placed prior to this cut off date. In the event that City does not award a contract prior to production cut off date, can bidder provide bid items, at the bid price submitted, after the production cut off date?

Yes, Until July 1 2015

Delivery: Delivery will be made within 30 calendar days after issuance of purchase order.

Item	Description	Quantity
2	Zero Turn Riding Mowers, Diesel Engine with ROPS, Minimum 60" cutting width with side discharge	3 each

Price each: $ 11642.74

Total: $ 34928.22

Year, Make & Model Offered: 2015 Gravely Pro-Turn 460 Diesel Model # 992236

Specific make & model of engine offered (include HP):

Kubota Diesel Model # D902 25HP

Authorized Warranty Provider:

DeWinne Equipment Company

Warrant Provider Address:

11002 Bandera Rd San Antonio Tx 78250

Production cut off date: June 1 2015

Indicate the last day that the City can place orders under this contract without missing the production cut off date:

June 1 2015

Bid prices shall remain firm for all orders placed prior to this cut off date. In the event that City does not award a contract prior to production cut off date, can bidder provide bid items, at the bid price submitted, after the production cut off date?

Yes Untill July 1 2015

Delivery: Delivery will be made within 30 calendar days after issuance of purchase order.

Item	Description	Quantity
3	Zero Turn Riding Mowers, 48" cutting width with Roll-Over Protective Structure (ROPS)	1 each

Price each: $ 6518.14

Total: $ 6518.14

Year, Make & Model Offered: 2015 Gravely Pro-Turn 148 Model # 991079

Specific make & model of engine offered (include HP):

Kawasaki Model #FX691V Gas V-Twin 22Hp

Authorized Warranty Provider:

DeWinne Equipment Company

Warrant Provider Address:

11002 Bandera Rd. San Antonio TX 78250

Production cut off date: June 1 2015

Indicate the last day that the City can place orders under this contract without missing the production cut off date:

June 1 2015

Bid prices shall remain firm for all orders placed prior to this cut off date. In the event that City does not award a contract prior to production cut off date, can bidder provide bid items, at the bid price submitted, after the production cut off date?

Yes, Until July 1 2015

Delivery: Delivery will be made within 30 calendar days after issuance of purchase order.

Item	Description	Quantity
4	Zero Turn Riding Mowers, 52" cutting width with Roll-Over Protective Structure (ROPS)	2 each

Price each: $ 6649.54

Total: $ 13299.08

Year, Make & Model Offered: 2015 Gravely Pro-Turn 152 Model # 991088

Specific make & model of engine offered (include HP):

Kawasaki Model FX691V V-Twin Gas 22HP

Authorized Warranty Provider:

DeWinne Equipment Company

Warrant Provider Address:

11002 Bandera Rd San Antonio Tx 78250

Production cut off date: June 1 2015

Indicate the last day that the City can place orders under this contract without missing the production cut off date:

June 1 2015

Bid prices shall remain firm for all orders placed prior to this cut off date. In the event that City does not award a contract prior to production cut off date, can bidder provide bid items, at the bid price submitted, after the production cut off date?

Yes, Until July 1 2015

Delivery: Delivery will be made within 30 calendar days after issuance of purchase order.

Item	Description	Quantity
5	Dual Axle Gooseneck 15-20K Trailer	1 each

Price each: $ No Bid

Total: $

Year, Make & Model Offered:

Authorized Warranty Provider:

Warrant Provider Address:

Production cut off date:

Indicate the last day that the City can place orders under this contract without missing the production cut off date:

Bid prices shall remain for all orders placed prior to this cut off date. In the event that City does not award a contract prior to production cut off date, can bidder provide bid items, at the bid price submitted, after the production cut off date?

Delivery: Delivery will be made within _____ calendar days after issuance of purchase order.

Item	Description	Quantity
6	Trailer – 7K	2 each

Price each: $ No Bid

Total: $

Year, Make & Model Offered:

Authorized Warranty Provider:

Warrant Provider Address:

Production cut off date:

Indicate the last day that the City can place orders under this contract without missing the production cut off date:

Bid prices shall remain for all orders placed prior to this cut off date. In the event that City does not award a contract prior to production cut off date, can bidder provide bid items, at the bid price submitted, after the production cut off date?

Delivery: Delivery will be made within _____ calendar days after issuance of purchase order.

Item	Description	Quantity
7	18' Landscape Utility Trailer	7 each

Price each: $ No Bid

Total: $

Year, Make & Model Offered:

Authorized Warranty Provider:

Warrant Provider Address:

Production cut off date:

Indicate the last day that the City can place orders under this contract without missing the production cut off date:

Bid prices shall remain for all orders placed prior to this cut off date. In the event that City does not award a contract prior to production cut off date, can bidder provide bid items, at the bid price submitted, after the production cut off date?

Delivery: Delivery will be made within _____ calendar days after issuance of purchase order.

8	Zero Turn Riding Mowers, Diesel or Gasoline Engine with ROPS, Minimum 72" cutting width with side discharge	7 each

Price each: $ 12168.34

Total: $ 85178.38

Year, Make & Model Offered: 2015 Gravely Pro-Turn 472 Diesel Model # 992240

Specific make & model of engine offered (include HP):

Kubota Diesel Model # D902 25Hp

Authorized Warranty Provider:

DeWinne Equipment Company

Warrant Provider Address:

11002 Bandera Rd San Antonio TX 78250

Production cut-off date: June 1 2015

Indicate the last day that the City can place orders under this contract without missing the production cut off date:

June 1 2015

Bid prices shall remain firm for all orders placed prior to this cut off date. In the event that City does not award a contract prior to production cut off date, can bidder provide bid items, at the bid price submitted, after the production cut off date?

Yes, Until July 1 2015

Delivery: Delivery will be made within 30 calendar days after issuance of purchase order.

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

City of San Antonio

ADDENDUM III

SUBJECT: Riding Mowers and Utility Trailers, Invitation for Bid (6100005693), Scheduled to Open: March 16, 2015; Date of Issue: February 19, 2015

FROM: Paul J. Calapa, Procurement Administrator

DATE: March 12, 2015

THIS NOTICE SHALL SERVE AS ADDENDUM NO. III – TO THE ABOVE REFERENCED INVITATION FOR BID

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

1. THE BID OPENING SHALL HEREBY BE EXTENDED TO **WEDNESDAY, MARCH 18, 2015, 2:00 P.M. CENTRAL TIME.**

2. Remove Attachment A Price Schedule and replace with Attachment A Price Schedule Rev. I dated 3/12/2015, posted as a separate document.

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

Changed to read:

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

4.3 ITEM	QUANTITY	DESCRIPTION
1	2 Each	**Zero Turn Riding Mowers, Diesel or Gasoline Engine with ROPS, Minimum 72" cutting width with side discharge**

Changed to Read:

4.3.2 Drive System: Hydrostatic Shaft or belt driven. Equipment shall have infinitely variable ground speed with minimum 0-12 mph forward and 0-5 mph in reverse.

4.3.7 **Mowing Deck: 72" width/side discharge that floats from front and rear suspension**, and at the minimum, foot operated, hydraulic or electrically operated, height of cut adjustment. Deck to be equipped with two (2) adjustable, multi-positioned, anti-scalp rollers. Deck to be minimum ten (10) gauge steel with double-top deck and double reinforced side skirts with corners.

Mulching baffle not needed.

Added:

4.3.8 72" diamond plate aluminum canopy

Changed to read:

4.4 ITEM	QUANTITY	DESCRIPTION
2	3 each	**Zero Turn Riding Mowers, Diesel Engine with ROPS, Minimum 60" cutting width, with side discharge**

4.4.1 ENGINE: Diesel, liquid cooled, minimum 1 liter, with minimum 25 horsepower. Dual element, dry type air cleaner with turbo type pre-cleaner. Spin-on type, full flow oil filter. Fuel capacity minimum 13 gallons, and must be equipped with fuel gauge.

4.4.2 Drive System: Hydrostatic Shaft or belt driven. Equipment shall have infinitely variable ground speed with minimum 0-12 mph forward and 0-5 mph in reverse.

4.4.7 Cutting Deck: Minimum 60" **cutting width floating deck. Cutting height adjustable from 1" to 5". Shall have a hydraulic or electrical deck lift. Adjustable height rollers. Minimum 10** gauge fabricated and welded steel construction deck. Self adjusting spring loaded belt tension system with maintenance free, sealed and non greasable spindles. Shall be foot, hydraulic or electrically operated.

4.5 ITEM	QUANTITY	DESCRIPTION
3	1	**Each Zero Turn Mowers, 48" Cutting Width with Roll-Over Protective Structure (ROPS)**

Changed to read:

4.5.1 ENGINE: Minimum 18 horsepower, gasoline or diesel, liquid or air cooled. Dry type air filter, spin on type full flow oil filter. Twelve volt cranking and charging system. Fuel capacity minimum 3 gallons, and must be equipped with fuel gauge.

4.5.2 Transmission – Hydrostatic Shaft or belt driven, unitized shaft driven, capable of minimum 0-9 forward mph and 0-5 mph in reverse.

4.5.4 Brakes: Manufacturer standard with parking brake.

4.5.5 Mower – **Minimum 48" cutting width, right side discharge mowing deck with anti-scalp rollers, adjustable cutting height 1" to 5". Deck to be constructed of minimum 10 gauge** steel. Cutting height adjustment to be foot, hydraulic or electrically operated with ½" cutting height increments.

4.5.8 Seat – Standard suspension seat.

4.6 ITEM	QUANTITY	DESCRIPTION
4	2	**Zero Turn Mowers, 52" Cutting Width, with Roll-Over Protective Structure**

4.6.1 Engine: Minimum 18 horsepower, gasoline or diesel, liquid or air cooled. Dry type air filter, spin-on type, full flow oil filter. Twelve volt cranking and charging system. Fuel capacity minimum 3 gallons, and must be equipped with fuel gauge.

4.6.2 Transmission – Hydrostatic Shaft or belt driven, unitized shaft or belt driven, capable of minimum 0-9 forward mph and 0-5 mph in reverse.

4.6.4 Brakes: Manufacturer standard with parking brake.

4.6.5 Mower – Minimum 52" cutting width, right side discharge mowing deck with anti-scalp rollers, adjustable cutting height 1" to 5". Deck to be constructed of minimum 10 gauge steel. Cutting height adjustment to be foot, hydraulic or electrically operated with ½" cutting height increments.

4.6.8 Seat – Standard suspension seat.

Changed to read:

4.7 ITEM:	Quantity:	Description:
5	1 each	Dual Axle Gooseneck 15-20K Trailer

4.7.10 CROSS MEMBERS: 3" Channel on 16" centers.

4.7.17 LIGHTS: All stop, turn, and clearance lights equipped and sealed. LED lighting.

Added:

4.7.18 Trailer length: minimum of 20 feet.

4.7.19 Deck type, minimum 8.5 feet width.

4.7.19 Trailer ramp to be 2 fold up/down type.

4.7.21 Color: OEM black

4.7.22 Trailer plug type: Both 7 way RV 12704 and 6 way 11604, or approved equal.

4.8 ITEM	QUANTITY	DESCRIPTION
6	2 Each	Trailer 7K

Changed to read:

4.8.1 Interior size: Minimum interior deck length of twenty (20) feet, with 4" tear drop.

4.8.4 Lighting: LED. Unit to be equipped with all lighting as required by TXDOT with a minimum 6-pole plug, Phillips 11604 or equal.

4.8.5 Tires: Minimum 8 ply, all required to meet trailer GVWR, 15" wheels.

4.8.8 Loading ramp: Ramp gate must support loads up to 5,500 lbs. Minimum spring loaded.

Added:

4.8.12 Deck width: 83 inches.

4.8.13 Deck type.

4.8.14 Trailer ramp to be 2 fold up/down type.

4.8.15 Color: OEM Black.

4.9 ITEM	QUANTITY	DESCRIPTION
7	7 Each	18' Landscape Utility Trailer

Changed to read:

4.9.2 Electrical: DOT approved lights, wiring, and connectors. LED lighting.

4.9.3 Frame: 5 inch x 3 inch x ¼ inch angle frame and top rail.

4.9.6 Floors: Unit to be equipped with 3/16 Diamond plate steel flooring.

4.9.9 Tie Downs: Unit to be equipped with stake pockets inside and flush mounted D-rings, minimum quantity 4.

4.9.13 Tailgate: 6' expanded metal tailgate with strut assist. Expanded metal sides and ramp to be 3 ft minimum.

Added:

4.9.14 Color: OEM Black.

4.10	Item	Quantity:	DESCRIPTION:
	8	7 each	Zero Turn Riding Mowers, Diesel Engine with ROPS, Minimum 72" cutting width with side discharge

4.10.1 ENGINE: Diesel, liquid cooled, minimum 1 liter, with minimum 25 horsepower. Dual element, dry type air cleaner with turbo type pre-cleaner. Spin-on type, full flow oil filter. Fuel capacity minimum 13 gallons, and must be equipped with fuel gauge.

4.10.2 Drive System – Dual Hydrostatic Shaft or belt driven. Equipment shall have infinitely variable ground speed with minimum 0 – 12 mph forward and 0 – 5 mph in reverse.

4.10.3 STEERING: Steering – Twin levers, zero turn radius. Must be equipped with adjustable steering levers.

4.10.4 TIRES: Front tires to be foam filled tires, flat free, semi-pneumatic 13x6.5-6 rear to be 26x12x12.

4.10.5 Brakes – Manufacturer standard with parking brake.

4.10.6 Safety and Indicators – Seat belt, suspension seat with adjustable padded armrests, hour meter, oil pressure indicator, coolant temperature indicator, high coolant temperature audible alarm and shutdown. 2-Post foldable ROPS with seat safety cut-off switch. Front and rear facing, ROPS mounted amber color strobe lights hard wired to ignition switch. Slow moving vehicle emblem must be mounted facing rearwards on ROPS

4.10.7 MOWING DECK: 72" width/ side discharge that floats from front and rear suspension, and a foot operated, height of cut adjustment. Deck to be equipped with two (2) adjustable, multi-positioned, anti-scalp rollers. Deck to be minimum ten (10) gauge steel with double-top deck and double reinforced side skirts with corners. Mulching baffle not needed.

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, RESTRICTIONS ON COMMUNICATION:

Question 1: Please clarify the following specs for the captioned solicitation:
Item 5 – Trailer length? Deck and Dove? Ramp type? Paint type/color?

Response: Refer to specification changes number 4.7.18, 4.7.19, 4.7.20 and 4.7.21 of this Addendum.

Question 2: Please clarify the following specs for the captioned solicitation:
Item 6 – Dove tail? Ramp to be fold up gate or 2 fold up ramps? Paint type/color?

Response: Refer to specification changes number 4.8.13, 4.8.14 and 4.8.15 of this Addendum.

Question 3: Please clarify the following specs for the captioned solicitation:
Item 7 – Height 72"?

Response: Yes, 72" Deck. Refer to specification page 13, item 4.9.10.

Question 4: Please clarify the following specs for the captioned solicitation:
Item 7 – 6" metal tailgate?

Response: Refer to specification 4.9.13 of this addendum.

Question 5: Please clarify the following specs for the captioned solicitation:
Item 7 - Expanded metal sides and ramp how high? Paint type/color?

Response: Refer to specification 4.9.13 and 4.9.14 of this Addendum.

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

Paul J. Calapa
Procurement Administrator
Finance Department – Procurement Division

Date 3/25/2015

Company Name DeWinne Equipment Company

Address 11002 Bandera rd

City/State/Zip Code San Antonio Tx 78250

Signature

PC/im

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

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

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

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

Definitions.

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

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

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

The program uses the below definition of joint venture.

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

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

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

INSTRUCTIONS

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

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

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

SOLICITATION NAME/NUMBER: ~~[illegible]~~ 6100005693

Name of Respondent:	Ernie DeWinne	
Physical Address:	11002 Bandera Rd	
City, State, Zip Code:	San Antonio, TX 78250	
Phone Number:	210-684-5296	
Email Address:	JFosteredewinne-equipment.com	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

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

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

BIDDER/RESPONDENT'S FULL NAME:

Ernie Dewinne

(Print Name) Authorized Representative of Bidder/Respondent

(Signature) Authorized Representative of Bidder/Respondent

Pres.

Title

3-24-15

Date

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

CITY OF SAN ANTONIO

PURCHASING AND GENERAL SERVICES DEPARTMENT

FORMAL INVITATION FOR BID ("IFB") NO.: 6100005693

RIDING MOWERS AND UTILITY TRAILERS ORIGINAL

* ADDENDUM III ATTACHED

Date Issued: FEBRUARY 19, 2015

BIDS MUST BE RECEIVED **NO LATER** THAN:
2:00 PM – C.T., MARCH 18, 2015

ORIGINAL

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

Address for hard copy responses:

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

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

For Hard Copy Submissions, Mark Envelope

"RIDING MOWERS AND UTILITY TRAILERS"

Bid Due Date: 2:00 p.m. – C.T., MARCH 18, 2015

Bid No.: 6100005693

Bidder's Name and Address

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NO DBE / ACDBE Requirements: NO

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

Pre-Submittal Conference * YES

* If YES, the Pre-Submittal conference will be held on February 27, 2015 at 10:00 am – Central Time at Building & Equipment, Fleet Training Room, 329 S. Frio, San Antonio, Texas 78207

Staff Contact Person: ABIGAIL JOHNSTON, PROCUREMENT SPECIALIST III, P.O. Box 839966, San Antonio, TX 78283-3966.
Email: ABIGAIL.JOHNSTON@SANANTONIO.GOV

SBEDA Contact Information: DIANE NICHO, 210-207-3900, DIANE.NICHO@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 **SCOPE:** The City of San Antonio is soliciting bids to furnish two (2) 72" Zero-Turn Riding Mowers, ten (10) 60" Zero-Turn Riding Mowers, two (2) 54" Zero-Turn Mowers, one (1) 48" zero-Turn Mower, one (1) Dual Axle Gooseneck 15-20K Trailer, two (2) 7k Trailers and seven (7) 18' Landscape Utility trailers in accordance with the specifications listed herein. This equipment will be utilized by the Aviation, Convention & Sports Facilities, Parks and Recreation and Transportation & Capital Improvements Departments.

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

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

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

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

Vendor must deliver equipment to:

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

Delivery to a non-specified location will result in non-acceptance of the equipment by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS. Vehicles will be accepted 8:00 A.M. to 3:00 P.M. CST. All vehicles are required to have a full tank(s) when delivered to City specified location.

4.2.4 Engine Protection – All diesel engines furnished under these bids will be protected by an OEM installed engine

protection system. As a minimum, the system will monitor engine oil pressure, as well as engine and transmission temperature. Engine fuel solenoid must be de-energized and engine automatically stopped when any of the functions being monitored is unsafe per the manufacturer specifications. System must provide audio and visual alarms prior to shutdown. All water-cooled engines will be protected to – 20^0 Fahrenheit.

4.2.5 Successful bidder to furnish two (2) complete sets of service manuals that describe in detail the proper operation and maintenance of the equipment furnished under the contract. The manuals will contain a current and complete parts for re-ordering, and the equipment actually furnished under this contract will be highlighted to identify exact part and model numbers for each component.

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

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

4.2.8 The Manufacturer's Statement of Origin (MSO), an invoice and all owners and service manuals are required upon delivery of each unit before payment can be processed.

4.2.9 All equipment will be OEM.

4.2.10 All equipment will have maximum capacity engine cooling system offered by the manufacturer.

4.2.11 All equipment will be **NEW** 2015 or current production completely assembled. Units that are classified as demonstrations, prototype or discontinued or modified models **WILL NOT** be acceptable.

4.3	**ITEM**	**QUANTITY**	**DESCRIPTION** * NO BID
	1	**2 Each**	**Zero Turn Riding Mowers, Diesel or Gasoline Engine with ROPS, Minimum 72" cutting width with side discharge**

SPECIFICATIONS:

4.3.1 ENGINE: Diesel or Gasoline, liquid cooled, minimum 1 liter, with minimum 37 horsepower. Dual element, dry type air cleaner with turbo type pre-cleaner. Spin-on type, full flow oil filter. Fuel capacity minimum 13 gallons, and must be equipped with fuel gauge.

4.3.2 Drive System – Dual Hydrostatic pump/motor. Equipment shall have infinitely variable ground speed with minimum 0 – 12 mph forward and 0 – 5 mph in reverse.

4.3.3 STEERING: Steering – Twin levers, zero turn radius. Must be equipped with adjustable steering levers.

4.3.4 TIRES: Front tires to be foam filled tires, flat free, semi-pneumatic 13x6.5-6 rear to be 26x12x12.

4.3.5 Brakes – Manufacturer standard with parking brake.

4.3.6 Safety and Indicators – Seat belt, suspension seat with adjustable padded armrests, hour meter, oil pressure indicator, coolant temperature indicator, high coolant temperature audible alarm and shutdown. 2-Post foldable ROPS with seat safety cut-off switch. Front and rear facing, ROPS mounted amber color strobe lights hard wired to ignition switch. Slow moving vehicle emblem must be mounted facing rearwards on ROPS

4.3.7 MOWING DECK: 72" width/ side discharge that floats from front and rear suspension, and a foot operated, height of cut adjustment. Deck to be equipped with two (2) adjustable, multi-positioned, anti-scalp rollers. Deck to be minimum ten (10) gauge steel with double-top deck and double reinforced side skirts with corners. Mulching baffle not needed.

4.4	ITEM	QUANTITY	DESCRIPTION	* NO BID
	2	10 Each	**Zero Turn Riding Mowers, Diesel Engine with ROPS, Minimum 60" cutting width with side discharge**	

SPECIFICATIONS:

4.4.1 ENGINE: Diesel, liquid cooled, minimum 1 liter, with minimum 27 horsepower. Dual element, dry type air cleaner with turbo type pre-cleaner. Spin-on type, full flow oil filter. Fuel capacity minimum 13 gallons, and must be equipped with fuel gauge

4.4.2 Drive System – Dual Hydrostatic pump/motor. Equipment shall have infinitely variable ground speed with minimum 0 – 12 mph forward and 0 – 5 mph in reverse.

4.4.3 Steering – Twin levers, zero turn radius. Must be equipped with adjustable steering levers.

4.4.4 Tires – Minimum 26" inch drive tires. Minimum 13" pneumatic no-flat front caster tires.

4.4.5 Brakes – Manufacturer standard with parking brake.

4.4.6 Safety and Indicators – Seat belt, suspension seat with adjustable padded armrests, hour meter, oil pressure indicator, coolant temperature indicator, high coolant temperature audible alarm and shutdown. 2-Post foldable ROPS with seat safety cut-off switch. Front and rear facing, ROPS mounted amber color strobe lights hard wired to ignition switch. Slow moving vehicle emblem must be mounted facing rearwards on ROPS.

4.4.7 Cutting Deck – Minimum 60" cutting width floating deck. Cutting height adjustable from 1" to 5". Shall have a hydraulic or electrical deck lift. Adjustable height rollers. Minimum 10 gauge fabricated and welded steel construction deck. Self adjusting spring loaded belt tension system with maintenance free, sealed and non-greasable spindles.

4.5	ITEM	QUANTITY	DESCRIPTION	* NO BID
	3	1 Each	**Zero Turn Mowers, 48" Cutting Width with Roll-Over Protective Structure (ROPS)**	

SPECIFICATIONS:

4.5.1 Engine – Minimum 18 horsepower, diesel, liquid-cooled. Dry type air filter, spin on type full flow oil filter. Twelve volt cranking and charging system. Fuel capacity minimum 3 gallons, and must be equipped with fuel gauge

4.5.2 Transmission – Hydrostatic, unitized shaft driven, capable of minimum 0-9 mph forward and 0-5 mph in reverse.

4.5.3 Steering – Zero turn radius.

4.5.4 Brakes: Internal expanding shoe.

4.5.5 Mower - Minimum 48" cutting width, right side discharge mowing deck with anti-scalp rollers, adjustable cutting height 1" to 5". Deck to be constructed of minimum 10 gauge steel. Cutting height adjustment to be hydraulic with ½" cutting height increments.

4.5.6 Blades: Minimum three (3) blades with minimum 15,600 fpm blade tip speed.

4.5.7 Safety and Indicators – Hour meter, oil pressure indicator and operator presence interlock system.

4.5.8 Seat – Hydraulic, one touch system with operator presence system.

4.5.9 Tires - Turf type minimum Turf type minimum 13 X5-6 front; 23x9.50-12 rear.

4.6	ITEM	QUANTITY	DESCRIPTION X NO BID
	4	2 Each	**Zero Turn Mowers, 54" Cutting Width with Roll-Over Protective Structure (ROPS)**

SPECIFICATIONS:

4.6.1 Engine – Minimum 18 horsepower, diesel, liquid-cooled. Dry type air filter, spin on type full flow oil filter. Twelve volt cranking and charging system. Fuel capacity minimum 3 gallons, and must be equipped with fuel gauge

4.6.2 Transmission – Hydrostatic, unitized shaft driven, capable of minimum 0-9 mph forward and 0-5 mph in reverse.

4.6.3 Steering – Zero turn radius.

4.6.4 Brakes: Internal expanding shoe.

4.6.5 Mower - Minimum 54" cutting width, right side discharge mowing deck with anti-scalp rollers, adjustable cutting height 1" to 5". Deck to be constructed of minimum 10 gauge steel. Cutting height adjustment to be hydraulic with ½" cutting height increments.

4.6.6 Blades: Minimum three (3) blades with minimum 15,600 fpm blade tip speed.

4.6.7 Safety and Indicators – Hour meter, oil pressure indicator and operator presence interlock system.

4.6.8 Seat – Hydraulic, one touch system with operator presence system.

4.6.9 Tires - Turf type minimum 15 X 6. 0.6/ 23 X 10.50.

4.7	ITEM	QUANTITY	DESCRIPTION
	5	1 Each	**Dual Axle Gooseneck 15-20K Trailer**

SPECIFICATIONS:

4.7.1 **GVWR:** 20,000 lbs

4.7.2 **EMPTY TRAILER WEIGHT:** 6,800 lbs

4.7.3 **NET PAYLOAD CAPACITY:** 13,200 lbs

4.7.4 **AXLES:** Dual Tandem 10,000 lbs

4.7.5 **TIRES:** New ST 235/80 radial 16" E range 10 ply trailer tires (3,250lbs each)

4.7.6 **WHEELS:** 16" x 6" 8 hole

4.7.7 **MAIN FRAME:** 12" I-Beam (19lb/ft up to 30' - 22lb/ft over 30')

4.7.8 **GOOSENECK RISERS:** 12" I-Beam, (19lb/ft)

4.7.9 **GOOSENECK FRAME:** 12" I-Beam, (19lb/ft)

4.7.10 **ROSS MEMBERS:** 3" Channel on 16" centers.

4.7.11 **DECK FRAME:** Must be a minimum 5" Channel

4.7.12 **FLOORING:** 2" Treated pine (screwed down)

4.7.13 **TIE DOWNS:** Stake pockets (2' centers) and Rub Rail (3/8" thick)

4.7.14 **STORAGE:** Locking chain box with lid.

4.7.15 **COUPLER:** 2 5/16" Adjustable Gooseneck

4.7.16 **JACK:** Unit must have dual 12,000 lbs drop leg jacks

4.7.17 **LIGHTS:** All stop, turn, and clearance lights equipped and sealed.

4.8	**ITEM**	**QUANTITY**	**DESCRIPTION**
	6	**2 Each**	**Trailer 7K**

SPECIFICATIONS:

4.8.1 **INTERIOR SIZE:** Minimum interior deck length of twenty (20) feet.

4.8.2 **FRAME:** All steel.

4.8.3 **FLOOR:** Minimum 2" treated wood.

4.8.4 **LIGHTING:** Unit to be equipped with all lighting as required by TEXDOT with a 6-pole plug, Phillips 11604 or equal.

4.8.5 **TIRES:** Minimum 8 ply, all required to meet trailer GVWR, 16" wheels.

4.8.6 **TANDEM AXLES:** Drop axle, minimum combined axle rating to be 7,000 lbs. with matching suspension. Payload of 5,500 lbs. rated at not less than 60 mph. Equipped with drop jack, extra wide.

4.8.7 **SPARE TIRE:** Matching spare tire and rim to be mounted at front of trailer body and designed to rest on towing frame with a devise for installing a padlock for security.

4.8.8 **LOADING RAMP:** Ramp gat must support loads up to 5,500 lbs.

4.8.9 **BRAKES:** Electric on both axles

4.8.10 **DRAW BAR:** Lunette type adjustable from 18" to 26" above ground level.

4.8.11 **RAIL:** Minimum of 17" solid side utility, installed on both left and right sides of bed as well as across the front.

4.9	**ITEM**	**QUANTITY**	**DESCRIPTION**
	7	**7 Each**	**18' Landscape Utility Trailer**

SPECIFICATIONS:

4.9.1 **GVWR**: Minimum of 9,900 lbs

4.9.2 **ELECTRICAL:** DOT Approved lights , wiring, and connectors

4.9.3 **FRAME:** 3 inch. x 3inch. X 3/16 inch angle frame and top rail.

4.9.4 **TONGUE:** 4 inch channel wrap around

4.9.5 **TIRES:** 225/75 D15 (2640 lb)- 6 ply Bias tire with matching spare

4.9.6 **FLOORS:** 2 inch treated wood. Unit to be equipped with 3/16 Diamond Plate steel flooring over wood

4.9.7 **COUPLER:** 2- 5/16 ball a-frame coupler. Coupler to be adjustable

4.9.8 **SAFETY CHAINS:** Heavy duty safety chains,

4.9.9 **TIE DOWNS:** Unit to be equipped with stake pockets and flush mounted D-Rings.

4.9.10 **DECK SPECIFICATIONS:**
Length; 18' (Dove tail not needed)
Height: 72 inches

Width' 77 inches
Enclosed with expanded metal sides, top, and ramp gate with metal flooring deck. Weed eater racks on both sides.

4.9.11 **FENDERS:** Heavy duty teardrop fenders and backs

4.9.12 **BRAKES:** All wheel electric brakes

4.9.13 **TAILGATE: 6"** expanded metal tailgate with strut assist.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon City's issuance of a Purchase Order. This contract shall terminate upon completion of all work described herein or delivery of all goods ordered, as applicable.

Liquidated Damages for Delay:

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

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

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

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

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

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

Incorporation of Attachments.

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

Attachment A – City of San Antonio Price Schedule
Attachment B – City of San Antonio Local Preference Program Forms
Attachment C – Non-Discrimination Ordinance Language
Attachment D – Supplemental Information Related to State of Texas Conflict of Interest Requirement
Attachment E – City of San Antonio Veteran-Owned Small Business Preference Program Tracking Form

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

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

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

Invoicing and Payment.

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

Information Required On Invoice.

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

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

Payment by City.

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

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

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

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

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

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

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

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

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

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

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

Termination.

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

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

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

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

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

INDEMNIFICATION.

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

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

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

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

Records Retention.

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

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

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

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

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

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

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

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

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

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

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

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

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

007 - SIGNATURE PAGE

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

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

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

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

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

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

Bidder Information
Please Print or Type

Vendor ID No.	V1036179
Signer's Name	DAVID ELAM
Name of Business	SAN ANTONIO SOUTHWEST TRAILERS, LTD
Street Address	10702 IH 35 NORTH
City, State, Zip Code	SAN ANTONIO, TEXAS 78233
Email Address	delam@swcompanies.net
Telephone No.	210-657-5828
Fax No.	210-657-5886
City's Solicitation No.	6100005693

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

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 – Revision 1

Item	Description	Quantity
1	Zero Turn Riding Mowers, Diesel or Gasoline Engine with ROPS, Minimum 72" cutting width with side discharge	2 each

Price each: $ * NO BID

Total: $_____

Year, Make & Model Offered: _____

Specific make & model of engine offered (include HP):

_____

Authorized Warranty Provider:

_____

Warrant Provider Address:

_____

Production cut-off date: _____

Indicate the last day that the City can place orders under this contract without missing the production cut off date:

_____

Bid prices shall remain firm for all orders placed prior to this cut off date. In the event that City does not award a contract prior to production cut off date, can bidder provide bid items, at the bid price submitted, after the production cut off date?

_____

Delivery: Delivery will be made within _____ calendar days after issuance of purchase order.

Item	Description	Quantity
2	Zero Turn Riding Mowers, Diesel Engine with ROPS, Minimum 60" cutting width with side discharge	3 each

Price each: $ * NO BID

Total: $

Year, Make & Model Offered:

Specific make & model of engine offered (include HP):

Authorized Warranty Provider:

Warrant Provider Address:

Production cut off date:

Indicate the last day that the City can place orders under this contract without missing the production cut off date:

Bid prices shall remain firm for all orders placed prior to this cut off date. In the event that City does not award a contract prior to production cut off date, can bidder provide bid items, at the bid price submitted, after the production cut off date?

Delivery: Delivery will be made within _____ calendar days after issuance of purchase order.

Item	Description	Quantity
3	Zero Turn Riding Mowers, 48" cutting width with Roll-Over Protective Structure (ROPS)	1 each

Price each: $ *NO BID

Total: $

Year, Make & Model Offered:

Specific make & model of engine offered (include HP):

Authorized Warranty Provider:

Warrant Provider Address:

Production cut off date:

Indicate the last day that the City can place orders under this contract without missing the production cut off date:

Bid prices shall remain firm for all orders placed prior to this cut off date. In the event that City does not award a contract prior to production cut off date, can bidder provide bid items, at the bid price submitted, after the production cut off date?

Delivery: Delivery will be made within _____ calendar days after issuance of purchase order.

Item	Description	Quantity
4	Zero Turn Riding Mowers, 52" cutting width with Roll-Over Protective Structure (ROPS)	2 each

Price each: $ * NO BID

Total: $

Year, Make & Model Offered:

Specific make & model of engine offered (include HP):

Authorized Warranty Provider:

Warrant Provider Address:

Production cut off date:

Indicate the last day that the City can place orders under this contract without missing the production cut off date:

Bid prices shall remain firm for all orders placed prior to this cut off date. In the event that City does not award a contract prior to production cut off date, can bidder provide bid items, at the bid price submitted, after the production cut off date?

Delivery: Delivery will be made within _____ calendar days after issuance of purchase order.

Item	Description	Quantity
5	Dual Axle Gooseneck 15-20K Trailer	1 each

Price each: $ 8478.00

Total: $ 8478.00

Year, Make & Model Offered: 2015, SOUTHWEST GOOSENECK, GE2586210E

Authorized Warranty Provider:

SOUTHWEST GOOSENECK

Warrant Provider Address:

343 GEMBLER RD, SATX 78219

Production cut off date: AUG 1, 2015

Indicate the last day that the City can place orders under this contract without missing the production cut off date:

AUG 1, 2015

Bid prices shall remain for all orders placed prior to this cut off date. In the event that City does not award a contract prior to production cut off date, can bidder provide bid items, at the bid price submitted, after the production cut off date?

YES

Delivery: Delivery will be made within 60 calendar days after issuance of purchase order.

Item	Description	Quantity
6	Trailer – 7K	2 each

Price each: $ 3944.00

Total: $ 7888.00

Year, Make & Model Offered: 2015, SOUTHWEST GOOSENECK, BU2083235

Authorized Warranty Provider:

SOUTHWEST GOOSENECK

Warrant Provider Address:

343 GEMBLER RD, SATX 78219

Production cut off date: AUG 1, 2015

Indicate the last day that the City can place orders under this contract without missing the production cut off date:

AUG 1, 2015

Bid prices shall remain for all orders placed prior to this cut off date. In the event that City does not award a contract prior to production cut off date, can bidder provide bid items, at the bid price submitted, after the production cut off date?

YES

Delivery: Delivery will be made within 60 calendar days after issuance of purchase order.

Item	Description	Quantity
7	18' Landscape Utility Trailer	7 each

Price each: $ 5049.00

Total: $ 35,343.00

Year, Make & Model Offered: 2015, SOUTHWEST GOOSENECK, BUL18772 52E

Authorized Warranty Provider:

SOUTHWEST GOOSENECK

Warrant Provider Address:

343 GEMBLER RD, SATX 78219

Production cut off date: AUG 1, 2015

Indicate the last day that the City can place orders under this contract without missing the production cut off date:

AUG 1, 2015

Bid prices shall remain for all orders placed prior to this cut off date. In the event that City does not award a contract prior to production cut off date, can bidder provide bid items, at the bid price submitted, after the production cut off date?

YES

Delivery: Delivery will be made within 60 calendar days after issuance of purchase order.

8	Zero Turn Riding Mowers, Diesel or Gasoline Engine with ROPS, Minimum 72" cutting width with side discharge	7 each

Price each: $ * NO BID

Total: $

Year, Make & Model Offered:

Specific make & model of engine offered (include HP):

Authorized Warranty Provider:

Warrant Provider Address:

Production cut-off date:

Indicate the last day that the City can place orders under this contract without missing the production cut off date:

Bid prices shall remain firm for all orders placed prior to this cut off date. In the event that City does not award a contract prior to production cut off date, can bidder provide bid items, at the bid price submitted, after the production cut off date?

_____

Delivery: Delivery will be made within _____ calendar days after issuance of purchase order.

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

City of San Antonio

ADDENDUM III

SUBJECT: Riding Mowers and Utility Trailers, Invitation for Bid (6100005693), Scheduled to Open: March 16, 2015; Date of Issue: February 19, 2015

FROM: Paul J. Calapa, Procurement Administrator

DATE: March 12, 2015

THIS NOTICE SHALL SERVE AS ADDENDUM NO. III – TO THE ABOVE REFERENCED INVITATION FOR BID

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

1. THE BID OPENING SHALL HEREBY BE EXTENDED TO **WEDNESDAY, MARCH 18, 2015, 2:00 P.M. CENTRAL TIME.**

2. Remove Attachment A Price Schedule and replace with Attachment A Price Schedule Rev. I dated 3/12/2015, posted as a separate document.

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

Changed to read:

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

4.3 ITEM	QUANTITY	DESCRIPTION
1	2 Each	**Zero Turn Riding Mowers, Diesel or Gasoline Engine with ROPS, Minimum 72" cutting width with side discharge**

Changed to Read:

4.3.2 Drive System: Hydrostatic Shaft or belt driven. Equipment shall have infinitely variable ground speed with minimum 0-12 mph forward and 0-5 mph in reverse.

4.3.7 Mowing Deck: 72" width/side discharge that floats from front and rear suspension, and at the minimum, foot operated, hydraulic or electrically operated, height of cut adjustment. Deck to be equipped with two (2) adjustable, multi-positioned, anti-scalp rollers. Deck to be minimum ten (10) gauge steel with double-top deck and double reinforced side skirts with corners.

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

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

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

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

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

Mulching baffle not needed.

Added:

4.3.8 72" diamond plate aluminum canopy

Changed to read:

4.4 ITEM	QUANTITY	DESCRIPTION
2	3 each	**Zero Turn Riding Mowers, Diesel Engine with ROPS, Minimum 60" cutting width, with side discharge**

4.4.1 ENGINE: Diesel, liquid cooled, minimum 1 liter, with minimum 25 horsepower. Dual element, dry type air cleaner with turbo type pre-cleaner. Spin-on type, full flow oil filter. Fuel capacity minimum 13 gallons, and must be equipped with fuel gauge.

4.4.2 Drive System: Hydrostatic Shaft or belt driven. Equipment shall have infinitely variable ground speed with minimum 0-12 mph forward and 0-5 mph in reverse.

4.4.7 Cutting Deck: Minimum 60" cutting width floating deck. Cutting height adjustable from 1" to 5". Shall have a hydraulic or electrical deck lift. Adjustable height rollers. Minimum 10 gauge fabricated and welded steel construction deck. Self adjusting spring loaded belt tension system with maintenance free, sealed and non greasable spindles. Shall be foot, hydraulic or electrically operated.

4.5 ITEM	QUANTITY	DESCRIPTION
3	1	**Each Zero Turn Mowers, 48" Cutting Width with Roll-Over Protective Structure (ROPS)**

Changed to read:

4.5.1 ENGINE: Minimum 18 horsepower, gasoline or diesel, liquid or air cooled. Dry type air filter, spin on type full flow oil filter. Twelve volt cranking and charging system. Fuel capacity minimum 3 gallons, and must be equipped with fuel gauge.

4.5.2 Transmission – Hydrostatic Shaft or belt driven, unitized shaft driven, capable of minimum 0-9 forward mph and 0-5 mph in reverse.

4.5.4 Brakes: Manufacturer standard with parking brake.

4.5.5 Mower – Minimum 48" cutting width, right side discharge mowing deck with anti-scalp rollers, adjustable cutting height 1" to 5". Deck to be constructed of minimum 10 gauge steel. Cutting height adjustment to be foot, hydraulic or electrically operated with ½" cutting height increments.

4.5.8 Seat – Standard suspension seat.

4.6 ITEM	QUANTITY	DESCRIPTION
4	2	**Zero Turn Mowers, 52" Cutting Width, with Roll-Over Protective Structure**

4.6.1 Engine: Minimum 18 horsepower, gasoline or diesel, liquid or air cooled. Dry type air filter, spin-on type, full flow oil filter. Twelve volt cranking and charging system. Fuel capacity minimum 3 gallons, and must be equipped with fuel gauge.

4.6.2 Transmission – Hydrostatic Shaft or belt driven, unitized shaft or belt driven, capable of minimum 0-9 forward mph and 0-5 mph in reverse.

4.6.4 Brakes: Manufacturer standard with parking brake.

4.6.5 Mower – Minimum 52" cutting width, right side discharge mowing deck with anti-scalp rollers, adjustable cutting height 1" to 5". Deck to be constructed of minimum 10 gauge steel. Cutting height adjustment to be foot, hydraulic or electrically operated with ½" cutting height increments.

4.6.8 Seat – Standard suspension seat.

Changed to read:

4.7 ITEM:	Quantity:	Description:
5	1 each	Dual Axle Gooseneck 15-20K Trailer

4.7.10 CROSS MEMBERS: 3" Channel on 16" centers.

4.7.17 LIGHTS: All stop, turn, and clearance lights equipped and sealed. LED lighting.

Added:

4.7.18 Trailer length: minimum of 20 feet.

4.7.19 Deck type, minimum 8.5 feet width.

4.7.19 Trailer ramp to be 2 fold up/down type.

4.7.21 Color: OEM black

4.7.22 Trailer plug type: Both 7 way RV 12704 and 6 way 11604, or approved equal.

4.8 ITEM	QUANTITY	DESCRIPTION
6	2 Each	Trailer 7K

Changed to read:

4.8.1 Interior size: Minimum interior deck length of twenty (20) feet, with 4" tear drop.

4.8.4 Lighting: LED. Unit to be equipped with all lighting as required by TXDOT with a minimum 6-pole plug, Phillips 11604 or equal.

4.8.5 Tires: Minimum 8 ply, all required to meet trailer GVWR, 15" wheels.

4.8.6 Loading ramp: Ramp gate must support loads up to 5,500 lbs. Minimum spring loaded.

Added:

4.8.12 Deck width: 83 inches.

4.8.13 Deck type.

4.8.14 Trailer ramp to be 2 fold up/down type.

4.8.15 Color: OEM Black.

4.9 ITEM	QUANTITY	DESCRIPTION
7	7 Each	**18' Landscape Utility Trailer**

Changed to read:

4.9.2 Electrical: DOT approved lights, wiring, and connectors. LED lighting.

4.9.3 Frame: 5 inch x 3 inch x ¼ inch angle frame and top rail.

4.9.6 Floors: Unit to be equipped with 3/16 Diamond plate steel flooring.

4.9.9 Tie Downs: Unit to be equipped with stake pockets inside and flush mounted D-rings, minimum quantity 4.

4.9.13 Tailgate: 6' expanded metal tailgate with strut assist. Expanded metal sides and ramp to be 3 ft minimum.

Added:

4.9.14 Color: OEM Black.

4.10	Item	Quantity:	DESCRIPTION:
	8	7 each	Zero Turn Riding Mowers, Diesel Engine with ROPS, Minimum 72" cutting width with side discharge

4.10.1 ENGINE: Diesel, liquid cooled, minimum 1 liter, with minimum 25 horsepower. Dual element, dry type air cleaner with turbo type pre-cleaner. Spin-on type, full flow oil filter. Fuel capacity minimum 13 gallons, and must be equipped with fuel gauge.

4.10.2 Drive System – Dual Hydrostatic Shaft or belt driven. Equipment shall have infinitely variable ground speed with minimum 0 – 12 mph forward and 0 – 5 mph in reverse.

4.10.3 STEERING: Steering – Twin levers, zero turn radius. Must be equipped with adjustable steering levers.

4.10.4 TIRES: Front tires to be foam filled tires, flat free, semi-pneumatic 13x6.5-6 rear to be 26x12x12.

4.10.5 Brakes – Manufacturer standard with parking brake.

4.10.6 Safety and Indicators – Seat belt, suspension seat with adjustable padded armrests, hour meter, oil pressure indicator, coolant temperature indicator, high coolant temperature audible alarm and shutdown. 2-Post foldable ROPS with seat safety cut-off switch. Front and rear facing, ROPS mounted amber color strobe lights hard wired to ignition switch. Slow moving vehicle emblem must be mounted facing rearwards on ROPS

4.10.7 MOWING DECK: 72" width/ side discharge that floats from front and rear suspension, and a foot operated, height of cut adjustment. Deck to be equipped with two (2) adjustable, multi-positioned, anti-scalp rollers. Deck to be minimum ten (10) gauge steel with double-top deck and double reinforced side skirts with corners. Mulching baffle not needed.

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, RESTRICTIONS ON COMMUNICATION:

Question 1: Please clarify the following specs for the captioned solicitation:
Item 5 – Trailer length? Deck and Dove? Ramp type? Paint type/color?

Response: Refer to specification changes number 4.7.18, 4.7.19, 4.7.20 and 4.7.21 of this Addendum.

Question 2: Please clarify the following specs for the captioned solicitation:
Item 6 – Dove tail? Ramp to be fold up gate or 2 fold up ramps? Paint type/color?

Response: Refer to specification changes number 4.8.13, 4.8.14 and 4.8.15 of this Addendum.

Question 3: Please clarify the following specs for the captioned solicitation:
Item 7 – Height 72"?

Response: Yes, 72" Deck. Refer to specification page 13, item 4.9.10.

Question 4: Please clarify the following specs for the captioned solicitation:
Item 7 – 6" metal tailgate?

Response: Refer to specification 4.9.13 of this addendum.

Question 5: Please clarify the following specs for the captioned solicitation:
Item 7 - Expanded metal sides and ramp how high? Paint type/color?

Response: Refer to specification 4.9.13 and 4.9.14 of this Addendum.

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

Paul J. Calapa
Procurement Administrator
Finance Department – Procurement Division

Date 3/17/2015
Company Name SOUTHWEST TRAILER
Address 10302 IH 35 NORTH
City/State/Zip Code SATX 78233
Signature SBClam

PC/im

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

Southwest Trailers

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

None

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

3/12/15

Date

Adopted 06/29/2007

City of San Antonio

Office of the City Clerk

CONFLICT OF INTEREST QUESTIONNAIRE ADDENDUM

FORM CIQ-A

For vendor or other person doing business with local governmental entity

Completed Conflict of Interest Questionnaires and Conflict of Interest Questionnaire Addenda are to be submitted by all individuals and/or entities who seek to do business with the City of San Antonio. Completed Forms shall be filed with the City Clerk no later than the 7th business day after the date the person/entity: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City.

A CIQ and CIQ Addendum are required to be filed for **EACH** solicitation submitted, and are required to be submitted together.

1 **Name of person who has or is seeking to have a business relationship with the City of San Antonio.**

Jason Counts

2 **Name of Company that has or is seeking to have a business relationship with the City of San Antonio.**

Southwest Trailers

2a **Business Contact information for Company listed above.**

Business Address: 10302 IH 35 North San Antonio, TX 78233

Phone: 210-657.5828

Email: info@swcompanies.net

3 **Bid Name or Description of Service**

6100005693 Bid For Riding Mowers and Utility Trailers

4 **Printed name of person doing business with the City of San Antonio (same as denoted on Box 4 of Form CIQ).**

Jason Counts

Completed Conflict of Interest Questionnaires and Addenda should be mailed or hand-delivered separately from the solicitation (bid) to one of the following addresses:

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

Physical Address: **Office of the City Clerk**
City Hall, 2nd Floor
100 Military Plaza
San Antonio, TX 78205

Print Form

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: RIDING MOWERS AND UTILITY TRAILERS / 6100005693

Name of Respondent:	JASON COUNTS SOUTHWEST TRAILERS	
Physical Address:	10302 IH 35 N	
City, State, Zip Code:	SA, TX 78219	
Phone Number:	210.657.5825	
Email Address:	jcounts@swcompanies.net	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

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

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

BIDDER/RESPONDENT'S FULL NAME:

JASON COUNTS

(Print Name) Authorized Representative of Bidder/Respondent

(Signature) Authorized Representative of Bidder/Respondent

ASST GM

Title

3/12/15

Date

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

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

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

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

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

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

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

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

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

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

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

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

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

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

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

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

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

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

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

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

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

SOLICITATION NAME/NUMBER: RIDING MOWERS AND UTILITY TRAILER / 0100005693

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

Name of Business:	SAN ANTONIO SOUTHWEST TRAILERS	
Physical Address:	10302 IH 35	
City, State, Zip Code:	SAN ANTONIO, TX 78219	
Phone Number:	210. 657. 5828	
Email Address:	jcountsc@swcompanies.net	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent: Ø		
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	Yes	No
Has the business been headquartered in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	No
If the answers to the questions above are "Yes", stop here. If the answer to either of the above questions is "No", provide responses to the following questions:		

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

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

Name of Business:	SAN ANTONIO SOUTHWEST TRAILERS	
Physical Address:	10302 IH 35 N.	
City, State, Zip Code:	SAN ANTONIO, TX 78219	
Phone Number:	210.657.5628	
Email Address:	jcounts@swcompanies.net	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent in the local office: 5		
Is the business located in the incorporated San Antonio city limits? (circle one)	Yes	No
Has the business been located in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one)	Yes	No

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

BIDDER'S / RESPONDENT'S FULL NAME:

JASON COURTS

(Print Name) Authorized Representative of Bidder / Respondent

(Signature) Authorized Representative of Bidder / Respondent

ASST GM

Title

3/12/15

Date

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

City of San Antonio

ADDENDUM I

SUBJECT: Riding Mowers and Utility Trailers, Invitation for Bid (6100005693), Scheduled to Open: March 6, 2015; Date of Issue: February 19, 2015

FROM: Paul J. Calapa, Procurement Administrator

DATE: March 4, 2015

THIS NOTICE SHALL SERVE AS ADDENDUM NO. I – TO THE ABOVE REFERENCED INVITATION FOR BID

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

1. THE IFB OPENING DATE IS HEREBY EXTENDED TO WEDNESDAY, MARCH 11, 2015, 2:00 P.M. CENTRAL TIME.

Paul J. Calapa
Procurement Administrator
Finance Department, Purchasing Division

City of San Antonio

ADDENDUM II

SUBJECT: Riding Mowers and Utility Trailers, Invitation for Bid (6100005693), Scheduled to Open: March 11, 2015; Date of Issue: February 19, 2015

FROM: Paul J. Calapa, Procurement Administrator

DATE: March 9, 2015

THIS NOTICE SHALL SERVE AS ADDENDUM NO. II – TO THE ABOVE REFERENCED INVITATION FOR BID

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

1. THE IFB OPENING DATE IS HEREBY EXTENDED TO MONDAY, MARCH 16, 2015, 2:00 P.M. CENTRAL TIME.

Paul J. Calapa
Procurement Administrator
Finance Department, Purchasing Division