LOC/jlm
9/10/15
Item No. 9

AN ORDINANCE 2015-09-10-0766

ACCEPTING THE BIDS FROM RIVER CITY MARKETING, INC. D/B/A MISSION GOLF CARS AND INDUSTRIAL VEHICLES, AND SAN ANTONIO SOUTHWEST TRAILERS LTD. TO PROVIDE 4 REPLACEMENT AND 9 ADDITIONAL 4X4 ALL TERRAIN VEHICLES FOR A TOTAL COST OF $149,271.00, FUNDED FROM THE EQUIPMENT RENEWAL AND REPLACEMENT FUND, THE TREE MITIGATION FUND, AND THE GENERAL FUND.

* * * * *

WHEREAS, bids were submitted to provide the City of San Antonio with light utility vehicles; and

WHEREAS, River City Marketing, Inc. d/b/a Mission Golf Cars and Industrial Vehicles was the low responsive bidder for items 3, 5, 7, 8, 9, and 11 for a total cost of $131,664.00; and

WHEREAS, San Antonio Southwest Trailers Ltd. was the low responsive bidder for items 12 and 13 for a total cost of $17,607.00; **NOW THEREFORE:**

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

SECTION 1. The bids submitted by River City Marketing, Inc. d/b/a Mission Golf Cars and Industrial Vehicles and San Antonio Southwest Trailers Ltd. to provide the City with light utility vehicles for a total cost of $149,271.00 are hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. Attached hereto and incorporated herein for all purposes as **Exhibit I** are the bid tabulation sheet and bids.

SECTION 2. Funding for this ordinance is available as part of the Fiscal Year 2015 budget per the table below.

Amount	General Ledger	Cost Center	Fund
$51,614.00	5501055	3503200001	72001000
$20,690.00	5501050	2615040001	11001000
$10,345.00	5501050	2616010001	29619000
$10,345.00	5501050	2612010001	11001000
$14,303.00	5501050	2615040001	11001000
$14,303.00	5501050	2615040001	11001000
$10,064.00	5501050	2615070006	11001000
$1,425.00	5501050	2616010001	29619000
$16,182.00	5501050	2615040001	11001000
Total Amt $ 149,271.00			

SECTION 3. Payment not to exceed the budgeted amount of $131,664.00 is authorized to River City Marketing, Inc. d/b/a Mission Golf Cars and Industrial Vehicles and should be encumbered with a purchase order.

SECTION 4. Payment not to exceed the budgeted amount is authorized of $17,607.00 to San Antonio Southwest Trailers Ltd. and should be encumbered with a purchase order.

SECTION 5. 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 6. 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 10th day of September, 2015.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda, Acting City Attorney

Agenda Item:	**9 (in consent vote: 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16A, 16B, 18, 19, 20)**
Date:	09/10/2015
Time:	11:25:20 AM
Vote Type:	Motion to Approve
Description:	An Ordinance accepting the bids from River City Marketing, Inc. d/b/a Mission Golf Cars and Industrial Vehicles, and San Antonio Southwest Trailers Ltd. to provide 4 replacement and 9 additional 4x4 all terrain vehicles for a total cost of $149,271.00, funded from the Equipment Renewal and Replacement Fund, the Tree Mitigation Fund, and the General Fund. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]
Result:	Passed

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

EXHIBIT I

Opened: July 24, 2015
For: Purchase of Light Utility Vehicles

6100006226 IM

Item	Description	Qty	Local River City Marketing d/b/a; Mission Golf Cars 18865 Redland Rd San Antonio, TX 78258 210-545-7868	Local San Antonio Southwest Trailers 10302 IH 35 North San Antonio, TX 78233 210-657-5828	Local Professional Turf Products 5026 Service Center Drive San Antonio, TX 78218
1	Deleted				
2	Deleted				
3	All Terrain Light Utility Vehicle 4x4	1			
	Price Each		$14,741.00	No Bid	No Bid
	Prompt Payment Discount		0%		
	Price each with Prompt Payment Discount				
	Price Total		$14,741.00		
	Percentage between lowest responsive bid and local bid				
	Price Differential				
	Make & Model & Year Offered		Cushman Hauler 4x4, 2015		
	Authorized Warranty Provider		Mission Golf Cars and Industrial Vehicles		
	Warranty Provider Address		18865 Redland Road, San Antonio Tx 78259		
	Delivery Days		35-60		
4	Deleted				
5	Utility Vehicle, 4 or 6 wheel	2			
	Price Each		$10,443.00	No Bid	$24,120.68
	Prompt Payment Discount		0%		0%
	Price each with Prompt Payment Discount				
	Price Total		$20,886.00		$48,241.36
	Percentage between lowest responsive bid and local bid				
	Price Differential				
	Make & Model & Year Offered		Cushman Hauler 4x4 2016	No Bid	Toro HDX-Auto 0390
	Authorized Warranty Provider		Mission Golf Cars and Industrial Vehicles		Professional Turf Products
	Warranty Provider Address		18865 Redland Road, San Antonio Tx 78259		5026 Service Center, San Antonio Tx 78218
	Delivery Days		35-60		Not Specified
6	Deleted				
7	Four Wheel Electric Cargo Cart	1			
	Price Each		$15,987.00	No Bid	No Bid
	Prompt Payment Discount		0%		
	Price each with Prompt Payment Discount				
	Price Total		$15,987.00		
	Percentage between lowest responsive bid and local bid				
	Price Differential				
	Make & Model & Year Offered		Cushman Titan 48 Volt, 2016		
	Authorized Warranty Provider		Mission Golf Cars and Industrial Vehicles		
	Warranty Provider Address		18865 Redland Road, San Antonio Tx 78259		
	Delivery Days		45-60		
8	Heavy Duty 4x4 Utility Vehicle	4			
	Price Each		$10,345.00	No Bid	No Bid
	Prompt Payment Discount		0%		
	Price each with Prompt Payment Discount				
	Price Total		$41,380.00		
	Percentage between lowest responsive bid and local bid				
	Price Differential				
	Make & Model & Year Offered		Cushman Hauler 4x4 2016		
	Authorized Warranty Provider		Mission Golf Cars and Industrial Vehicles		
	Warranty Provider Address		18865 Redland Road, San Antonio Tx 78259		
	Delivery Days		35-60		

Opened: July 24, 2015
For: Purchase of Light Utility Vehicles

6100006226 IM

Item	Description	Qty	Local River City Marketing d/b/a; Mission Golf Cars 18865 Redland Rd San Antonio, TX 78258 210-545-7868	Local San Antonio Southwest Trailers 10302 IH 35 North San Antonio, TX 78233 210-657-5828	Local Professional Turf Products 5026 Service Center Drive San Antonio, TX 78218
9	Heavy Duty 4x4/4 Seat Utility Vehicle	2			
	Price Each		$14,303.00	No Bid	No Bid
	Prompt Payment Discount		0%		
	Price each with Prompt Payment Discount				
	Price Total		$28,606.00		
	Percentage between lowest responsive bid and local bid				
	Price Differential				
	Make & Model & Year Offered		Cushman Hauler 4X4 Crew diesel 2016		
	Authorized Warranty Provider		Mission Golf Cars and		
	Warranty Provider Address		18865 Redland Road, San Antonio Tx 78259		
	Delivery Days		35-60		
10	Deleted				
11	Light Utility Golf Cart 4 Seat	1			
	Price Each		$10,064.00	No Bid	No Bid
	Prompt Payment Discount		0%		
	Price each with Prompt Payment Discount				
	Price Total		$10,064.00		
	Percentage between lowest responsive bid and local bid				
	Price Differential				
	Make & Model & Year Offered		Cushman Shuttle 4, 2016		
	Authorized Warranty Provider		Mission Golf Cars and Industrial Vehicles		
	Warranty Provider Address		18865 Redland Road, San Antonio Tx 78259		
	Delivery Days		Not Specified		
12	Single Axle Light Utility Vehicle Trailer	1	No Bid		No Bid
	Price Each			$1,425.00	
	Prompt Payment Discount			0%	
	Price each with Prompt Payment Discount				
	Price Total			$1,425.00	
	Percentage between lowest responsive bid and local bid				
	Price Differential				
	Make & Model & Year Offered			Southwest Gooseneck, BU 1283135, 2015	
	Authorized Warranty Provider			Southwest Wheel	
	Warranty Provider Address			343 Gembler Road, San Antonio Tx 78219	
	Delivery Days			60	
13	Tandem Trailer	1			
	Price Each		No Bid	$16,182.00	No Bid
	Prompt Payment Discount			0%	
	Price each with Prompt Payment Discount				
	Price Total			$16,182.00	
	Percentage between lowest responsive bid and local bid				
	Price Differential				
	Make & Model & Year Offered			Southwest Gooseneck, PEH2986212E, 2015	
	Authorized Warranty Provider			Southwest Wheel	
	Warranty Provider Address			343 Gembler Road, San Antonio Tx 78219	
	Delivery Days			60	
	Payment Terms		Net 30	Net 30	Net 30
	Total Award		**$131,664.00**	**$17,607.00**	

ORIGINAL

009 – ATTACHMENTS

ATTACHMENT A

LOCAL PREFERENCE PROGRAM ORDINANCE LANGUAGE

The 82nd Texas Legislature adopted a revision to the law that allowed the City of San Antonio (City) to adopt a policy that would grant contracting preferences to local businesses for certain types of contracts. The City adopted such a policy, known as the Local Preference Program, by Ordinance No. 2013-03-21-0167, effective for solicitations issued after May 1, 2013.

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

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

PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1	2	Four Wheeled, 6 Seat Utility Vehicle (Golf Cart)

PRICE: $ 10,318.00 EACH $ 20,636.00 TOTAL

MAKE & MODEL & YEAR Offered: Cushman Shuttle 8 Gas, 2015

Authorized Warranty Provider:

MISSION GOLF CARS
AND INDUSTRIAL VEHICLES

Warranty Provider Address: 18865 REDLAND ROAD
SAN ANTONIO, TEXAS 78259

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

DELIVERY: Delivery will be made within 35-60 calendar days after issuance of purchase order.

ITEM	QUANTITY	DESCRIPTION
2	1	Four Wheeled Light Utility Vehicle

PRICE: $ NO Bid EACH $ _____ TOTAL

MAKE & MODEL & YEAR Offered: _____

Authorized Warranty Provider:

Warranty Provider Address:

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

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

ITEM	QUANTITY	DESCRIPTION
3	1	All Terrain Light Utility Vehicle 4x4

PRICE: $ 14,741.00 EACH $ 14,741.00 TOTAL

MAKE & MODEL & YEAR Offered: Cushman Hauler 4X4 2015

Authorized Warranty Provider:

Warranty Provider Address: MISSION GOLF CARS AND INDUSTRIAL VEHICLES 18865 REDLAND ROAD SAN ANTONIO, TEXAS 78259

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

DELIVERY: Delivery will be made within 35-60 calendar days after issuance of purchase order.

ITEM	QUANTITY	DESCRIPTION
4	1	**All Terrain Light Utility Vehicle (4 or 6 wheel)**

PRICE: $ 14,741 EACH $ 14,741.00 TOTAL

MAKE & MODEL & YEAR Offered: Cushman Hauler 4X4 2016

Authorized Warranty Provider:

Warranty Provider Address: MISSION GOLF CARS AND INDUSTRIAL VEHICLES 18865 REDLAND ROAD SAN ANTONIO, TEXAS 78259

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

DELIVERY: Delivery will be made within 35-60 calendar days after issuance of purchase order.

ITEM	QUANTITY	DESCRIPTION
5	2	Utility Vehicle, 6 wheel

PRICE: $ 10,443.00 EACH $ 20,886.00 TOTAL

MAKE & MODEL & YEAR Offered: Cushman Hauler 4X4 2016

Authorized Warranty Provider:

Warranty Provider Address: MISSION GOLF CARS AND INDUSTRIAL VEHICLES 18865 REDLAND ROAD SAN ANTONIO, TEXAS 78259

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

DELIVERY: Delivery will be made within 35-60 calendar days after issuance of purchase order.

ITEM	QUANTITY	DESCRIPTION
6	1	Light Vehicle Cart Utility Vehicle 4x4

PRICE: $ NO Bid EACH $ _____ TOTAL

MAKE & MODEL & YEAR Offered: _____

Authorized Warranty Provider:

_____

_____

Warranty Provider Address:

_____

_____

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

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

ITEM	QUANTITY	DESCRIPTION
7	1	Four Wheel Electric Cargo Cart

PRICE: $ 15,987.00 EACH $ 15,987.00 TOTAL

Authorized Warranty Provider:

_____

MISSION GOLF CARS
AND INDUSTRIAL VEHICLES

Warranty Provider Address: 18865 REDLAND ROAD
SAN ANTONIO, TEXAS 78259

_____

_____

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

DELIVERY: Delivery will be made within 45-60 calendar days after issuance of purchase order.

ITEM	QUANTITY	DESCRIPTION
8	4	Heavy Duty 4x4 Utility Vehicle

PRICE: $ 10,345.00 EACH $ 41,380.00 TOTAL

MAKE & MODEL & YEAR Offered: Cushman Hauler 4X4 2016

Authorized Warranty Provider:

_____

MISSION GOLF CARS
AND INDUSTRIAL VEHICLES

Warranty Provider Address: 18865 REDLAND ROAD
SAN ANTONIO, TEXAS 78259

_____

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

DELIVERY: Delivery will be made within 35-60 calendar days after issuance of purchase order.

ITEM	QUANTITY	DESCRIPTION
9	2	Heavy Duty 4x4/4 Seat Utility Vehicle

PRICE: $ 14,303 EACH $ 28,606.00 TOTAL

MAKE & MODEL & YEAR Offered: _____

Authorized Warranty Provider:

Warranty Provider Address: MISSION GOLF CARS AND INDUSTRIAL VEHICLES 18865 REDLAND ROAD SAN ANTONIO, TEXAS 78259

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

DELIVERY: Delivery will be made within 35-60 calendar days after issuance of purchase order.

ITEM	QUANTITY	DESCRIPTION
10	1	Heavy Duty 4x4 utility Vehicle

PRICE: $ No Bid EACH $ _____ TOTAL

MAKE & MODEL & YEAR Offered: _____

Authorized Warranty Provider:

Warranty Provider Address:

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

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

ITEM	QUANTITY	DESCRIPTION
11	1	Light Utility Golf Cart 4 Seat

PRICE: $ 10,064.00 EACH $ 10,064.00 TOTAL

MAKE & MODEL & YEAR Offered: Cushman Shuttle 4 2016

Authorized Warranty Provider: MISSION GOLF CARS AND INDUSTRIAL VEHICLES 18865 REDLAND ROAD SAN ANTONIO, TEXAS 78259

Warranty Provider Address: MISSION GOLF CARS AND INDUSTRIAL VEHICLES
18865 REDLAND ROAD
SAN ANTONIO, TEXAS 78259

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

DELIVERY: Delivery will be made within _____calendar days after issuance of purchase order.

ITEM	QUANTITY	DESCRIPTION
12	1	Single Axle Light Utility Vehicle Trailer

PRICE: $ No Bid EACH $_____ TOTAL

MAKE & MODEL & YEAR Offered: _____

Authorized Warranty Provider:

_____

_____

Warranty Provider Address:

_____

_____

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

DELIVERY: Delivery will be made within _____calendar days after issuance of purchase order.

ITEM	QUANTITY	DESCRIPTION
13	1	Tandem Trailer

PRICE: $ No Bid EACH $_____ TOTAL

MAKE & MODEL & YEAR Offered: _____

Authorized Warranty Provider:

_____

_____

Warranty Provider Address:

_____

_____

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

DELIVERY: Delivery will be made within _____calendar days after issuance of purchase order.

CUSHMAN

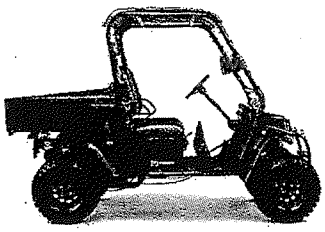
HAULER™ 4X4

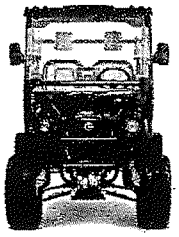
GAS POWER, BUILT TO GO ANYWHERE.

By combining a robust 28-hp EFI gas engine with user-selectable 4WD and a 100-mile range, the Hauler 4x4 is armed to take on any task, anywhere. An industry-leading 800-lb cargo capacity can haul the heaviest loads, while 4-wheel independent suspension gives you a smooth ride no matter where the day takes you.

LET'S WORK.®

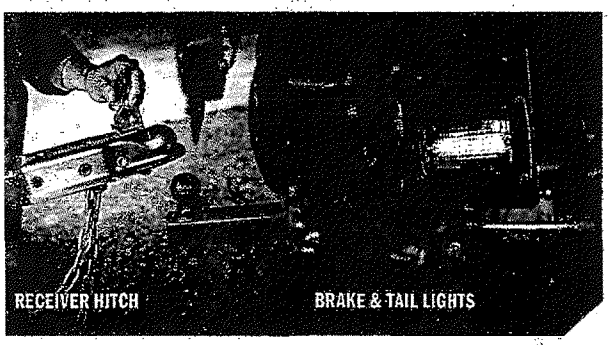
28HP	4WD	800LB
SUBARU EFI GAS ENGINE	USER SELECTABLE	BED LOAD CAPACITY





CUSHMAN HAULER™ 4X4

3-POINT SEATBELTS & ROLLOVER PROTECTION



RECEIVER HITCH

BRAKE & TAIL LIGHTS

ALUMINUM BED (OPTIONAL)

OPTIONS & ACCESSORIES

- Mud Tires (25x10-12)
- Brushed Aluminum Cargo Bed (14.9 cu ft)
- Black Aluminum Cargo Bed (10 cu ft)
- LED Headlights
- 4-Way Turn Signals
- Premium Brush Guard
- Hitches
- Winch Kit
- Top Canopy
- Flat Windshield
- Fold Down Windshield
- Hard Cab (with doors)
- Soft Cab
- Rear Protective Screen
- Spray-in Bed Lining
- Strobe Light
- Working Lamp
- Fog / Flood Lamp
- Spark Arrestor
- Side Mirrors
- Fire Extinguisher
- Front CV Guard Kit
- Skid Plate
- Clutch Cover

FRAME	Welded Steel with DuraShield™ Powder Coat
BODY & FINISH	Injection Molded TPO (front), Steel Base Coat/Clear Coat (rear)
STANDARD COLOR	Black
DIMENSIONS	
OVERALL LENGTH	115.5 in (293.4 cm)
OVERALL WIDTH	54.5 in (138.4 cm)
OVERALL HEIGHT	76 in (193 cm)
WHEEL BASE	81.5 in (207 cm)
FRONT WHEEL TRACK	43.38 in (110 cm)
REAR WHEEL TRACK	44.38 in (113 cm)
GROUND CLEARANCE	7 in (17.8 cm)
CARGO BOX CAPACITY	9.6 cu ft (0.27 m³)
POWER	
POWER SOURCE	4-cycle, 43.9 ci (720 cc), EFI
VALVE TRAIN	V Twin Cylinder OHV
HORSEPOWER (KW)	28 hp (20.8 kW) Rated
ELECTRICAL SYSTEM	Starter/Generator, Solid-State Regulator
BATTERY (QTY/TYPE)	One 12 Volt Maintenance Free
KEY OR PEDAL START	Key Start
AIR CLEANER	Dry Cartridge w/ Pre-Filter
LUBRICATION	Pressurized Oil System
OIL FILTER	Spin-On Oil Filter
COOLING SYSTEM	Air Cooled
FUEL CAPACITY	5.3 gallon (20 L) tank
DRIVE TRAIN	Automatic, Continuously Variable Transmission (CVT) Manual Locking Differentials (front and rear)
TRANSAXLE	Differential with Helical Gears, Ground Speed Governor, Forward/Reverse
GEAR SELECTION	Dash Mounted Forward-Neutral-Reverse
REAR AXLE RATIO	14.38:1 (forward); 14.36 (reverse)
PERFORMANCE	
SEATING CAPACITY	2 Person
CURB WEIGHT	1370 lb (621 kg)
BED LOAD CAPACITY	800 lb (363 kg)
VEHICLE LOAD CAPACITY	1200 lb (544 kg)
SPEED	25 mph ± 1 mph (40 kph ± 1.6 kph)
TOWING CAPACITY	1200 lb (544 kg)
SAFETY	3-Point Seatbelts and Rollover Protection System (ROPS)
CHASSIS & SUSPENSION	
STEERING	Self-Compensating Rack and Pinion
FRONT/REAR SUSPENSION	Independent MacPherson Strut
SERVICE BRAKE	4-Wheel Hydraulic Disc Brakes
PARKING BRAKE	Hand Operated
FRONT/REAR TIRES	Terra-Trac 25x10-12

18865 Redland Road
San Antonio, TX 78259

www.cushman.com
800.241.5855 | ©2014 Textron Inc. All rights reserved.

1600XD4 DIESEL 4X4

User-Selectable 4WD

22 hp, 1,007cc 3-Cylinder OHV Diesel Engine

Four-Wheel Independent Suspension

22HP

1325 lb MAX CARGO

1300 lb MAX TOW

CUSHMAN

Features and specifications of the vehicles are subject to change without notice.
Vehicle as photographed may include options not included on base model.

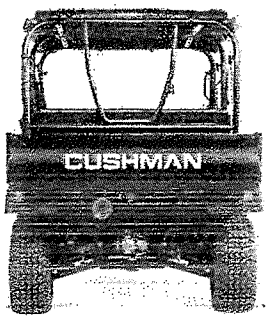
CUSHMAN
LET'S WORK!

The Muscle to Haul Equipment and Your Crew Efficiently.

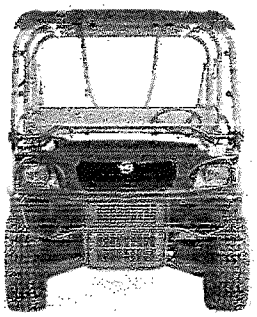
Designed to move more people around a jobsite without compromising any power or payload, the Cushman® 1600XD4 can seat four crew members comfortably. The Cushman 1600XD4 comes standard with two rows of bench seating. The vehicle has a 1,325-pound payload capacity and can tow up to 1,300 pounds.

This powerful 4x4 diesel, combines four-wheel-drive capability with a powerful 22 hp, 1,007cc three-cylinder OHV diesel engine. Its performance is further enhanced by an automatic, continuously variable transmission (CVT) with low- and high-gear ratios, a user-selectable locking rear differential which can be engaged in both 2WD- and 4WD-operation, and four-wheel independent suspension.

When productivity is a premium to your crew, the Cushman 1600XD4 is the choice.



CARGO BED VOLUME 14.4 cu ft



VEHICLE WIDTH 60.7 in

	DIMENSIONS
Overall Length	144.5 in (367.3 cm)
Overall Width	60.7 in (154.2 cm)
Overall Height	76.4 in (194.1 cm)
Wheel Base	108.7 in (276.1 cm)
Front Wheel Track	49.7 in (126.2 cm)
Rear Wheel Track	48.3 in (122.7 cm)
Ground Clearance	12.0 in (30.5 cm)
Cargo Box Width (inside)	56.2 in (142.7 cm)
Cargo Box Length (inside)	38.5 in (98.0 cm)
Cargo Box Depth (inside)	11.5 in (29.2 cm)
	POWER
Engine	3Cyl., In-line Vertical, Water-Cooled
Horsepower (kW)	22 hp (16.4 kW)
Electrical System	Starter / Alternator
Batteries (Qty, Type)	One, 12 Volt (690 CCA @ 0° F)
Key or Pedal Start	Key
Air Cleaner	Dry-Cyclone Type
Lubrication	Pressurized
Oil Filter	Spin-On
Cooling System	Liquid Cooled
Fuel Capacity	7.4 Gallon (28.0 L) tank
Drive Train	Belt, Continuously Variable Transmission (CVT)
Transaxle	Differential Lock (Limited Slip Device on Front Axle)
Gear Selection	Forward H - Forward L - Neutral - Reverse
Rear Axle Ratio	20:1 (Low), 13.5:1 (High), 8.5:1 (Reverse)
	PERFORMANCE
Seating Capacity & Style	4-Person, Bench
Curb Weight	1,852 lbs (840 kg)
Bed Load Capacity	660 lbs (300 kg)
Vehicle Load Capacity	1325 lbs (600 kg)
Outside Clearance Circle	35.4 ft (10.7 m)
Speed - High (level ground)	25 mph (40.2 kph)
Speed - Low (level ground)	10.6 mph (17.0 kph)
Speed (reverse)	15.6 mph (25.0 kph)
Towing Capacity	1,300 lbs (589 kg)
	STEERING & SUSPENSION
Steering	Hydraulic Power Steering
Front Suspension	Independent, MacPherson Strut Type
Rear Suspension	Independent, Double A-Arm Wishbone Type
Parking Brake	Single Point Engagement
Front & Rear Tires	All-Terrain 25 x 10 - 12 in
	FRAME & COLOR
Frame	Welded Steel with powder-coat protection
Front Body & Finish	Injection Molded Body
Rear Body & Finish	Steel Cargo Bed
Standard Color	Patriot Blue

Factory Installed Options & Field Accessories

- Hard Cab
- Skid Plates
- Heater/Defroster
- Fog & Working Lights
- Bed Extension
- Electric or Hydraulic Dump Kits
- Front Receiver
- Mud Tires
- Turf Tires

SHUTTLE 4

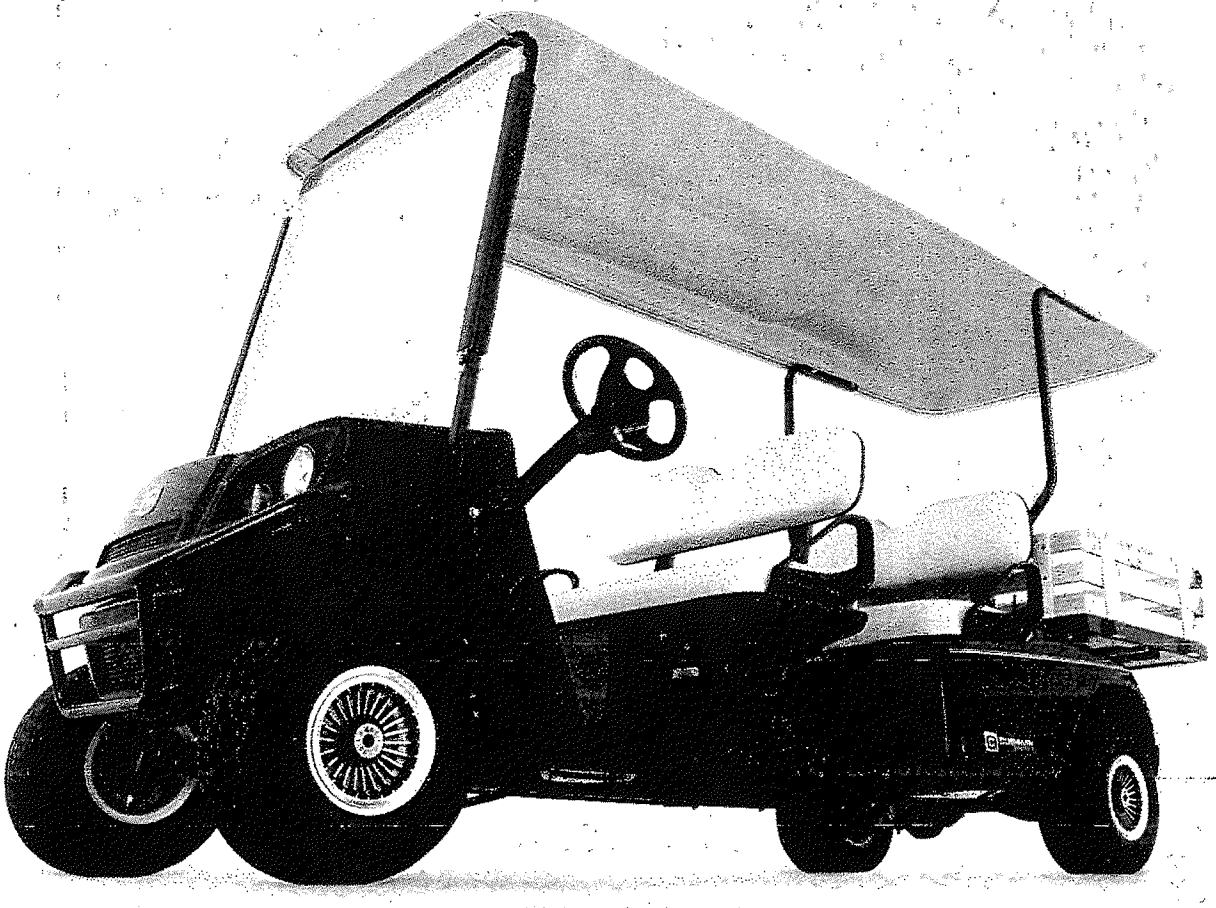
ELECTRIC OR GAS POWERED PERSONNEL CARRIER

1200 lb MAX LOAD

4 PASSENGERS

9.0 CU FT BED

13 hp Kawasaki® Gas Engine or
48-volt Electric Drivetrain
Up to 1,200-lb Load Capacity



Features and specifications of vehicles subject to change without notice.
Vehicle as photographed may include options not included on base model.

CUSHMAN

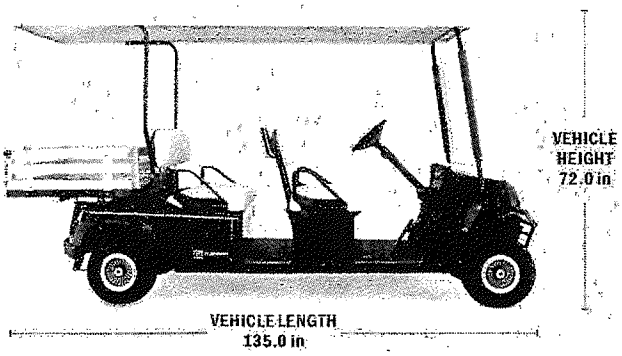
CUSHMAN

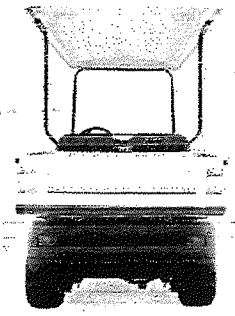
SHUTTLE 4
ELECTRIC AND GAS PERSONNEL CARRIER

Move people and gear with ease

If you need a general-purpose vehicle to move people and materials around your facility in bunches, look no further than the Cushman Shuttle 4. It combines four forward-facing seats with a 9.0-cubic-foot cargo bed for efficient transport of personnel and equipment. The Shuttle 4 is available in both a 48-volt electric model and a gas-powered model with a 13 hp Kawasaki® engine. An optional limited-slip differential helps maintain traction and control on wet surfaces for maximum safety and performance.

	ELECTRIC	GAS
	DIMENSIONS	
Overall Length	135.0 in (343 cm)	135.0 in (343 cm)
Overall Width	48.5 in (123 cm)	48.5 in (123 cm)
Overall Height w/o Roof	48.6 in (123 cm)	48.6 in (123 cm)
Overall Height w/Struts & Roof	72.0 in (183 cm)	72.0 in (183 cm)
Wheel Base	93.5 in (237 cm)	93.5 in (237 cm)
Front Wheel Track	34.2 in (85 cm)	34.2 in (89 cm)
Rear Wheel Track	38.0 in (97 cm)	38.0 in (97 cm)
Ground Clearance	4.3 in (11 cm)	4.3 in (11 cm)
Cargo Box Width (inside)	42.5 in (108 cm)	42.5 in (108 cm)
Cargo Box Length (inside)	32.0 in (80 cm)	32.0 in (80 cm)
Cargo Deck Capacity	9 cu ft (.25 m3)	9 cu ft (.25 m3)
	POWER	
Power Source	48V DC	4-Cycle, 24.5 ci (401cc) Low Emission
Motor Type/Valve Train	Shunt Wound	Single Cylinder OHV
Horsepower (kW)	18.1 hp (13.5 kW) @ 1900 rpm	13 hp (9.7 kW) Exceeds SAE J1940 Std.
Electrical System	48V	Starter/Generator. Solid State Reg.
Batteries (Qty, Type)	Eight, 6V Deep Cycle	One, 12V Maintenance Free
Drive Train	Motor Shaft Direct Drive	Continuously Variable Transmission
Oil Filter	n/a	Spin-On
Cooling System	n/a	Air Cooled
Fuel Capacity	n/a	5.8 Gallon (22.0 L) Tank
Gear Selection	Dash Mount F-N-R Switch	Forward - Reverse
Transaxle	Differential with Helical Gears	Differential with Helical Gears
Rear Axle Ratio	14.7:1	11.42:1(Forward) 15.78:1(Reverse)
	PERFORMANCE	
Seating Capacity & Style	4-Person	4-Person
Dry Weight	720 lb (325 kg)	896 lb (405 kg)
Curb Weight (w/ batteries)	1210 lb (550 kg)	936 lb (425 kg)
Vehicle Load Capacity	1198 lb (540 kg)	1200 lb (545 kg)
Bed Load Capacity	400 lb (180kg)	400 lb (180 kg)
Outside Clearance Circle	25.5 ft (7.8 m)	25.5 ft (7.8 m)
Speed (level ground)	13 mph +/-0.5 mph (21 kph +/-0.8 kph)	16 mph +/-0.5 mph (26 kph +/-0.8 kph)
	STEERING & SUSPENSION	
Steering	Self-compensating Rack & Pinion	Self-compensating Rack & Pinion
Front Suspension	Leaf Springs w/ Hydraulic Shock Absorbers	Leaf Springs w/ Hydraulic Shock Absorbers
Rear Suspension	Leaf Springs w/ Hydraulic Shock Absorbers	Leaf Springs w/ Hydraulic Shock Absorbers
Service Brake	Rear Wheel Mechanical Self-adjusting Drum	Rear Wheel Mechanical Self-adjusting Drum
Parking Brake	Self-compensating, Single-point Engagement	Self-compensating, Single-point Engagement
Front & Rear Tires	Links 18 x 8.5 - 8 (4 Ply Rated)	Links 18 x 8.5 - 8 (4 Ply Rated)
	FRAME & COLOR	
Frame	Powder Coated Welded Steel	Powder Coated Welded Steel
Front Body & Finish	Injection Molded TPO	Injection Molded TPO
Rear Body & Finish	Steel. Base Coat/Clear Coat	Steel. Base Coat/Clear Coat
Standard Color	Patriot Blue	Patriot Blue





VEHICLE LOAD CAPACITY 1,200 lb

VEHICLE WIDTH 48.5 in

Options & Accessories

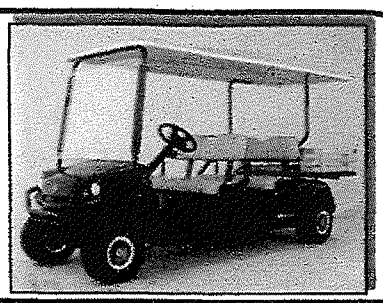
- Rear View Mirror
- Windshield
- Canopy
- Hour Meter
- Individual Key Switch
- Pin Stripes
- Body Color (Hunter Green, Champagne or Custom Options)
- Turn Signal with Four-Way Flashers
- Brakelights
- LED Headlights
- CE Kit (gas only)
- Wheel Covers - Spoke and Chrome
- Limited Slip Differential
- Trail Tires

WWW.CUSHMAN.COM

©2011 Textron Inc. All rights reserved

CUSHMAN

MODEL: SHUTTLE™ 4
TYPE: ELECTRIC POWERED PERSONNEL CARRIER
MODEL YEAR: 2014
Part No:. 618850



PRODUCT SPECIFICATION

CONFIGURATION HIGHLIGHTS

Precision Drive System™ (PDS): Factory programmable to application

- Solid State continuously variable separately excited speed controller
- Dash mounted direction selector switch (Forward-Neutral-Reverse)
- Anti-roll back, walkaway braking and alarm
- Anti-stall motor protection
- Regenerative 'Pedal Down' and/or 'Pedal Up' braking
- Eight, 6 Volt Deep Cycle
- Full torque, reduced speed reverse
- Inductive throttle sensor
- Diagnostic indicator
- Factory selectable performance options

Battery Charger: 48 VDC. H120/230 VAC 50/60 Hz. Underwriters Laboratories (U.L.) Listed, (C.S.A. Certified)
Motor: 48 volt DC shunt wound, brazed armature, solid copper windings. Intermittent Horsepower 18.1 hp (13.5 kW) at 1900 rpm (1hour)
Drive Train: Direct motor shaft connected to transaxle pinion shaft
Electrical System: 48 Volt DC, eight, 6 volt deep cycle storage batteries (107 minute, 225 amp-hour @ 20 hr. discharge rate)
Transaxle: Differential with helical gears
Brakes: Dual rear wheel mechanical self-adjusting drum brakes. Automatic single point park brake release with self-compensating system

PRODUCT OVERVIEW

Dimensions	
Overall Length	135.0 in (343 cm)
Overall Width	48.5 in (123 cm)
Overall Height (No Canopy)	48.6 in (123 cm) (Top of steering wheel)
Overall Height (With Canopy)	72.0 in (183 cm)
Wheel Base	93.5 in (237 cm)
Front Wheel Track	34.2 in (86.7 cm)
Rear Wheel Track	38.0 in (97 cm)
Gnd Clearance @ Differential	4.3 in (11 cm)
Cargo Box Width (inside)	42.5 in (108 cm)
Cargo Box Length (inside)	32.0 in (80 cm)
Cargo Box Depth (inside)	11.5 in (29 cm)
Cargo Box Capacity	9 cu ft (.25 m3)
Cargo Box material	Wood Stake Sides
Vehicle Power	
Power Source	48 Volts DC
Motor Type	Shunt Wound
Continuous Horsepower (kW)	2.5 hp (1.9 kW)
Intermittent Horsepower (kW)	18.1 hp (13.5 kW) @ 1900 rpm
Electrical System	48 Volt
Batteries (Qty, Type)	Eight, 6 Volt Deep Cycle
Key or Pedal Start	Pedal Start
Battery Charger	48 VDC, 120/230 VAC, UL & CSA
Speed Controller	400 Amp Precision Drive System (PDS)
Drive Train	Motor Shaft Direct Drive
Transaxle	Differential with helical gears
Gear Selection	Dash Mounted Forward-Neutral-Reverse
Rear Axle Ratio	14.7:1
Performance	
Seating Capacity	4 Person
Dry Weight	720 lb (325 kg) (Without Batteries)
Curb Weight	1200 lb (545 kg)
Bed Load Capacity	400 lb (180 kg)
Vehicle load capacity	1200 lb (545 kg)
Outside Clearance Circle	25.5 ft (7.8 m)
Intersecting Aisle Clearance	N/A
Speed (Level Ground)	13 mph ± 0.5 mph (21 kph ± 0.8 kph)
Steering & Suspension	
Steering	Self-compensating rack and pinion
Front Suspension	Leaf springs with hydraulic shock absorbers
Rear Suspension	Leaf springs with hydraulic shock absorbers
Service Brake	Rear wheel mechanical self-adjusting drum
Parking Brake	Self-compensating, single point engagement
Front Tires	18 x 8.50 - 8 (4 Ply Rated)
Rear Tires	18 x 8.50 - 8 (4 Ply Rated)
Body & Chassis	
Frame	Welded steel. DuraShield™ powder coat
Body & Finish	Injection molded TPO
Seat Pod	Fiberglass & Gelcoat
Standard Color	Patriot Blue

Specifications are subject to change without notice
* Field installed accessories may require installation charges

CUSHMAN

OPTIONS & FIELD INSTALLED ACCESSORIES (Installation not included)*

Item	Std	Opt	Fld
TIRES & WHEELS:			
Front:			
18 x 8.50 - 8 (4 Ply Rated)	X		
Trail 18 x 8.50 - 8 (Load Range C)		X	
Rear:			
18 x 8.50 - 8 (4 Ply Rated)	X		
Trail 18 x 8.50 - 8 (Load Range C)		X	
Wheel Covers:			
Spoke, Gold		X	
Spoke, Silver		X	
Chrome 6 in (15 cm)		X	
COLORS:			
Body Color - Patriot Blue	X		
Body Color - Hunter Green		X	
Body Color - Champagne		X	
Body Color - Yellow		X	
Custom Body Color (upon request)		X	
Pin Stripes:			
Pewter		X	
Black		X	
Silver		X	
Seating:			
Seat Color - Oyster	X		
Seat Color - Gray		X	
Seat Color - Tan		X	
Seat Color - White		X	
Custom Seat Color (upon request)		X	
Battery Chargers:			
120/230 VAC, 48 VDC, 10 ft (3 m) DC Cord	X		
120/230 VAC, 48 VDC, 18 ft (5.5 m) DC Cord		X	
Battery Charger Delete		X	
Batteries			
Batteries Trojan T105	X		
Batteries Trojan T105 w/ Battery Fill System		X	
Batteries Trojan T145		X	
Batteries Trojan T145 w/ Battery Fill System		X	

Item	Std	Opt	Fld
ELECTRICAL:			
Head Lights	X		
Horn	X		
State of Charge Meter	X		
LED Headlights		X	
Brake Lights		X	
Turn Signals with 4-Way Flashers		X	
DC/DC Converter		X	
Hour Meter		X	
Individual Key Switch		X	
OTHER PERFORMANCE:			
Ash Tray		X	
Front Disc Brakes		X	
CE Kit		X	
TRANSAXLE			
Limited Slip Differential		X	
WEATHER PROTECTION:			
Sun Canopy 118 in (300 cm) (Beige)			X
Sun Canopy 118 in (300 cm) (White)			X
Sun Canopy 118 in (300 cm) (Black)			X
Windshield Flat			X
Windshield Fold Down			X
Rear View Mirror (Sun Canopy Required)			X
Soft Enclosure, White			X

Specifications are subject to change without notice
* Field installed accessories may require installation charges

SHUTTLE™ 8 ELECTRIC OR GAS POWERED PERSONNEL CARRIER

1200 lb MAX LOAD

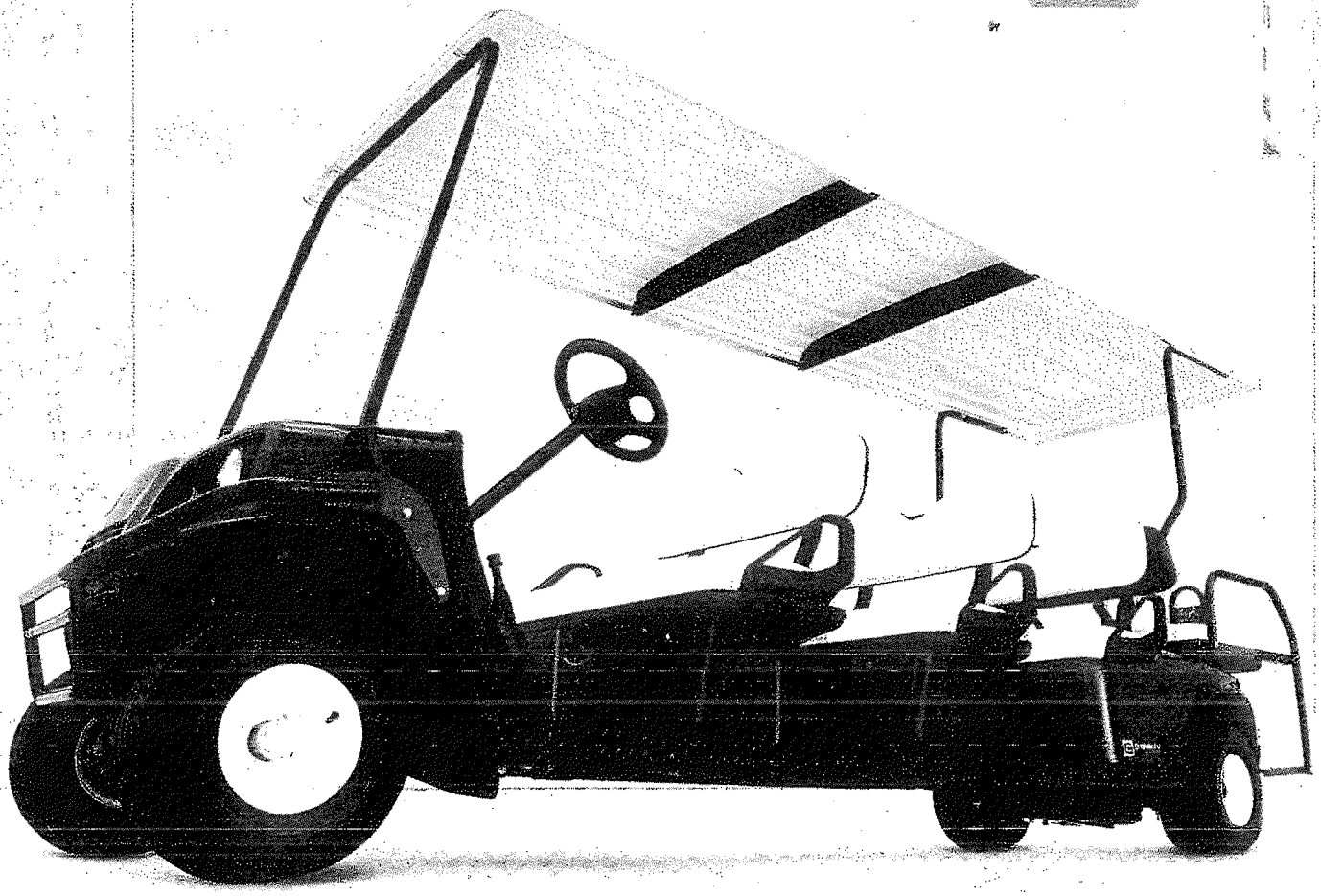
13.5 hp Kawasaki® Gas Engine or

48-volt Electric Drivetrain

Eight-Person Seating

8-PERSON

13-16 MPH SPEED



CUSHMAN

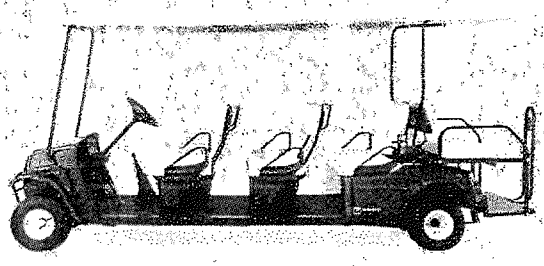
Features and specifications of vehicles subject to change without notice.
Vehicle as photographed may include options not included on base model.

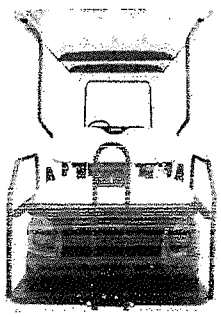
CUSHMAN
LET'S WORK

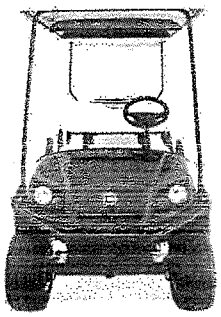
SHUTTLE 8
ELECTRIC AND GAS PERSONNEL CARRIER

Efficient and Productive High Volume Transportation

The Cushman® Shuttle™ 8 is the right choice to move large groups of people throughout a campus or facility. With six forward-facing seats and a rear-facing bench seat, the Shuttle 8 can transport up to eight people quickly and comfortably. The rear seat quickly converts into a cargo deck for hauling work gear. Available with either a 48-volt electric drivetrain or a 13.5 hp Kawasaki® gas-powered engine, the Shuttle 8 also can be equipped with an optional limited-slip differential for maximum traction and performance on wet or loose terrain.







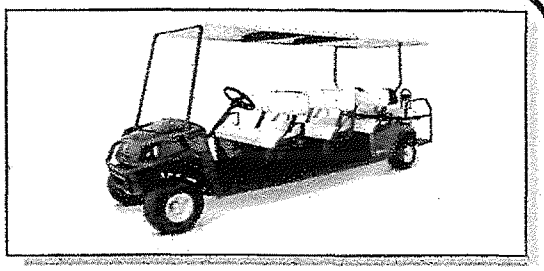
	ELECTRIC	GAS
	DIMENSIONS	
Overall Length	167.5 in (425.5 cm)	167.5 in (425.5 cm)
Overall Width	49.5 in (125.7 cm)	49.5 in (125.7 cm)
Overall Height w/o Roof	45.5 in (115.6 cm)	45.5 in (115.6 cm)
Overall Height w/Struts & Roof	76.0 in (193 cm)	76.0 in (193 cm)
Wheel Base	123.4 in (313.7 cm)	123.4 in (313.7 cm)
Front Wheel Track	36.0 in (91.4 cm)	36.0 in (91.4 cm)
Rear Wheel Track	38.0 in (97 cm)	38.0 in (97 cm)
Ground Clearance	4.3 in (11 cm)	3.0 in (7.6 cm)
Cargo Deck Capacity	400 lb (181.45 kg)	400 lb (181.45 kg)
	POWER	
Power Source	48V DC	4-Cycle, 24.5 ci (401cc) Low Emission
Motor Type/Valve Train	Shunt Wound	Single Cylinder OHV
Horsepower (kW)	18.1 hp (13.5 kW) Intermittent	13.5 hp (10.1 kW) Exceeds SAE J1940 Std.
Electrical System	48V	Starter/Generator. Solid State Reg.
Batteries (Qty, Type)	Eight, 6V Deep Cycle	One, 12V Maintenance Free
Drive Train	Motor Shaft Direct Drive	Continuously Variable Transmission
Oil Filter	n/a	Spin-On
Cooling System	n/a	Air Cooled
Fuel Capacity	n/a	5.8 Gallon (22.0 L) Tank
Gear Selection	Dash Mount P-N-R Switch	Forward - Reverse
Transaxle	Differential with Helical Gears	Differential with Helical Gears
Rear Axle Ratio	14.7:1	11.43:1(Forward) 13.57:1(Reverse)
	PERFORMANCE	
Seating Capacity & Style	8-Person	8-Person
Dry Weight	1142 lb (519 kg)	1225 lb (557 kg)
Curb Weight (w/ batteries)	1632 lb (742 kg)	1265 lb (575 kg)
Vehicle Load Capacity	1600 lb (727 kg)	1600 lb (727 kg)
Outside Clearance Circle	33 ft (10.1 m)	33 ft (10.1 m)
Speed (level ground)	13 mph +/- 0.5 mph (21 kph +/-0.8 kph)	16 mph +/- 0.5 mph (26 kph +/-0.8 kph)
	STEERING & SUSPENSION	
Steering	Self-compensating Rack & Pinion	Self-compensating Rack & Pinion
Front Suspension	Leaf Springs w/ Hydraulic Shock Absorbers	Leaf Springs w/ Hydraulic Shock Absorbers
Rear Suspension	Leaf Springs w/ Hydraulic Shock Absorbers	Leaf Springs w/ Hydraulic Shock Absorbers
Service Brake	4 Wheel hydraulic brakes Front Disk, Rear Drum	4 Wheel hydraulic brakes Front Disk, Rear Drum
Parking Brake	Self-compensating, Single-point Engagement	Self-compensating, Single-point Engagement
Front & Rear Tires	Kenda Load Star 50 psi (front), 70 psi (rear)	Kenda 18 x 8.50 - 8 (4 Ply Rated)
	FRAME & COLOR	
Frame	Powder Coated Welded Steel	Powder Coated Welded Steel
Front Body & Finish	Injection Molded TPO	Injection Molded TPO
Rear Body & Finish	Steel. Base Coat/Clear Coat	Steel. Base Coat/Clear Coat
Standard Colors	Patriot Blue, Forest Green, White	Patriot Blue, Forest Green, White

Options & Accessories

- Rear View Mirror
- Windshield
- Canopy
- Hour Meter
- Individual Key Switch
- Pin Stripes
- Custom Body Colors
- Turn Signal with Four-Way Flashers
- Brakelights
- LED Headlights
- CE Kit (gas only)
- Wheel Covers - Spoke and Chromeg

CUSHMAN

MODEL: SHUTTLE™ 8
TYPE: GAS POWERED PERSONNEL CARRIER
MODEL YEAR: 2014
Part No:. 626850



PRODUCT SPECIFICATION

CONFIGURATION HIGHLIGHTS

Engine: 13.5 hp (9.7 kW) Exceeds SAE J1940 Standard, 4 cycle, 24.5 ci (401 cc) single cylinder, air-cooled by Kawasaki

- **Valve Train:** Overhead valve
- **Lubrication:** Pressurized oil system, spin-on oil filter
- **Balancer:** Internal counter rotating balance shaft
- **Fuel System:** Fixed float bowl with remote pulse fuel pump
- **Ignition:** Electronic spark/magneto
- **Air Cleaner:** Replaceable dry cartridge

Electrical: Starter/Generator, solid-state regulator, 12 Volt maintenance free battery (425 CCA, 60 minute reserve)
Drive Train: Automatic, continuously variable transmission (CVT)
Brakes: 4 Wheel Hydraulic Brakes, Front Disk, Rear Drum with Floor mounted manual Park Brake and Warning Buzzer
Transaxle: Differential with helical gears, ground speed governor, forward/reverse

PRODUCT OVERVIEW

Dimensions	
Overall Length	167.5 in (425.5 cm)
Overall Width	49.5 in (125.7 cm)
Overall Height (No Canopy)	45.5 in (115.6 cm) (Top of steering wheel)
Overall Height (With Canopy)	76.0 in (193 cm)
Wheel Base	123.4 in (313.7 cm)
Front Wheel Track	36.0 in (91.4 cm)
Rear Wheel Track	38.0 in (97 cm)
Gnd Clearance @ Differential	3.0 in (7.6 cm)

Vehicle Power	
Power Source	4 Cycle 24.5 cu in (401 cc). Low Emission
Valve Train	Single Cylinder OHV
Horsepower (kW)	13.5 hp (9.7 kW) Exceeds SAE J1940 Std.
Electrical System	Starter/Generator. Solid State Regulator
Battery (Qty, Type)	One, 12 Volt Maintenance Free
Key or Pedal Start	Pedal
Air Cleaner	Industrial Rated Dry Filter
Lubrication	Pressurized Oil System
Oil Filter	Spin-On
Cooling System	Air Cooled
Fuel Capacity	5.8 Gallon (22.0 L) tank
Drive Train	Continuously variable transmission (CVT)
Transaxle	Differential with helical gears
Gear Selection	Forward - Reverse
Rear Axle Ratio	11.42:1 (Forward) 15.78:1 (Reverse)

Performance	
Seating Capacity	8 Person
Seating Capacity option	6 Person w/Cargo Deck & stake sides
Dry Weight	1225 lb (557 kg)
Curb Weight	1265 lb (575 kg)
Cargo Deck Capacity	400 lb.
Vehicle load capacity	1600 lb (727 kg)
Outside Clearance Circle	33 ft (10.1 m)
Speed (Level Ground)	16 mph ± 0.5 mph (26 kph ± 0.8 kph)
Towing Capacity	N/A

Steering & Suspension	
Steering	Self-compensating reduction rack and pinion
Front Suspension	Leaf springs with hydraulic shock absorbers
Rear Suspension	Leaf springs with hydraulic shock absorbers
Service Brake	4 Wheel hydraulic brakes, Front Disk, Rear Drum
Parking Brake	Floor Mounted Man. Park Brake w/Warning Buzzer
Front Tires	US Trail 18 x 8.50 - 8
Rear Tires	US Trail 18 x 8.50 - 8

Body & Chassis	
Headlights	Halogen Headlights std
Brake Lights	Rear Brake lights std
Frame	Welded steel. DuraShield™ powder coat
Front & Rear Body & Finish	Injection molded TPO
Seat Pod & Finish	Fiberglass & Gelcoat
Standard Color	Patriot Blue

Some items shown may be optional equipment

Specifications are subject to change without notice
* Field installed accessories may require installation charges

CUSHMAN

OPTIONS & FIELD INSTALLED ACCESSORIES (Installation not included)*

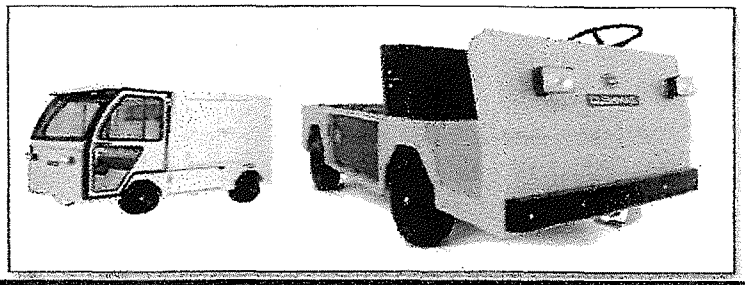
Item	Std	Opt	Fld
TIRES & WHEELS:			
Front:			
USA Trail 18 x 8.50 - 8 (Load Range C)	X		
Kenda Load Star, 50 psi Front		X	
Rear:			
USA Trail 18 x 8.50 - 8 (Load Range C)	X		
Kenda Load Star, 70 psi Rear		X	
Wheel Covers:			
Spoke, Black & Gold		X	
Spoke, Black & Silver		X	
COLORS:			
Body Color - Patriot Blue	X		
Body Color - optional (see price sheet)		X	
Safety Yellow		X	
Custom Body Color (upon request)		X	
Pin Stripes:			
Silver		X	
Pewter		X	
Black		X	
Seating: Flip/Flop			
Seat Color - Oyster	X		
Seat Color - Tan		X	
Seat Color - Black		X	
Custom Seat Color or Multi color		X	
Cargo Deck - wood stake side			
Seat Color - Oyster		X	
Seat Color - Tan		X	
Seat Color - Black		X	
Custom Seat Color or Multi color		X	

Item	Std	Opt	Fld
ELECTRICAL:			
Brake Lights	X		
Halogen Head Lights	X		
Horn	X		
Low Oil Indicator	X		
LED Head Lights		X	
Hour Meter		X	
Unique Individual Key Switch		X	
Non-Standard Group Key Switch		X	
Turn Signals with 4-Way Flashers		X	
CE Kit		X	
OTHER PERFORMANCE:			
Fuel Gauge	X		
Ash Tray		X	
No Fuel Option		X	
Differential Scuff Guard		X	
Rear Seat Grab Bar			X
Rear View Mirror (Sun Canopy Required)			X
WEATHER PROTECTION:			
Sun Canopy 140 in (356 cm) (White)			X
Windshield Flat			X
Windshield Fold Down			X

Specifications are subject to change without notice
* Field installed accessories may require installation charges

CUSHMAN

MODEL: TITAN HD (2 PASSENGER)
TYPE: 48 VOLT ELECTRIC POWERED
MODEL YEAR: 2014
Part No: 633096



PRODUCT SPECIFICATION

CONFIGURATION HIGHLIGHTS

Battery Charger: On-board, Delta Q. Underwriters Laboratories. (U.L.) Listed, (C.S.A. Certified)

- Input: 100 – 240 Volt, 50/60 Hz, 10/5 amp
- Output: 48 VDC at 18 amp. 12 amp @ 120 VAC

Motor: 48 Volt DC shunt wound, brazed armature, solid copper windings. Non-vented 15.2 hp (11.3 kW) @ 1600 rpm (1 hour)
Drive Train: Direct motor shaft connected to transaxle pinion shaft
Electrical System: 48 Volt DC, eight, 6 volt deep cycle batteries (225 amp-hour @ 20 hr. discharge rate) in two swing out battery trays)
Transaxle: Differential with helical gears
Brakes: Dual rear wheel hydraulic 7 in (18 cm) self-adjusting drum brakes. Front hydraulic brakes optional. Mechanical hand operated park brake
Cargo Bed: Plywood 75 in x 41 in (191 x 105 cm). Lifts for access to powertrain.
Capacity: Seating for 2 persons

PRODUCT OVERVIEW

Dimensions

Overall Length	114.0 in (290 cm)
Overall Width	44.5 in (113 cm)
Overall Height (Steering Wheel)	47.0 in (119 cm)
Overall Height (Optional Cab)	72.0 in (183 cm)
Wheel Base	67.0 in (170 cm)
Front Wheel Track	38 in (96 cm)
Rear Wheel Track	37 in (94 cm)
Gnd Clearance @ Differential	4.75 in (12 cm)
Cargo Deck Width	41.5 in (105 cm)
Cargo Deck Length	75.0 in (191 cm)
Cargo Deck Load Height	29.0 in (74 cm)
Cargo Deck Material	Heavy Duty Plywood

Vehicle Power

Power Source	48 Volts DC
Motor Type	Shunt Wound
Horsepower (kW)	15.2 hp (11.3 kW) @ 1600 rpm
Electrical System	48 Volt
Batteries (Qty, Type)	Eight, 6 Volt Deep Cycle, Swing Out Batteries
Key or Pedal Start	Pedal Start
Battery Charger	48 V On-Board, Delta Q 120 VAC, UL/CSA
Speed Controller	Solid State 400 Amp Precision Drive System
Drive Train	Motor Shaft Direct Drive
Transaxle	Differential with Helical Gears
Gear Selection	Dash Mounted Forward-Neutral-Reverse
Rear Axle Ratio	14.76:1

Performance

Capacity	2 Persons
Dry Weight	1225.0 lb (555 kg) (Without Batteries)
Curb Weight	1720.0 lb (780 kg)
Cargo Deck Load Capacity	2200 lb (1000 kg)
Vehicle load capacity	2500 lb (1134 kg)
Outside Clearance Circle	22.0 ft (6.7 m)
Intersecting Aisle Clearance	84.0 in (213 cm)
Speed (Level Ground)	13 mph ± 0.5 mph (21 kph ± 0.8 kph)

Steering & Suspension

Steering	Rack and Pinion
Front Suspension	Independent, Transverse Leaf Spring, Shocks
Rear Suspension	Leaf Springs & Shock Absorbers
Service Brake	Rear Wheel Hydraulic Drum. Front Optional
Parking Brake	Hand Operated Mechanical
Front Tire	5.70 x 8 (Load Range C)
Rear Tires	5.70 x 8 (Load Range C)

Body & Chassis

Frame & Body	Welded steel with DuraShield™ powder coat
Body & Finish	Diamond plate ptn. Polyester primer + acrylic
Standard Color	Yellow

Some items shown may be optional equipment

CUSHMAN

OPTIONS & FIELD INSTALLED ACCESSORIES (Installation not included)*

Item	Std	Opt	Fld
TIRES & WHEELS:			
Front & Rear:			
5.70 x 8 (Load Range C)	X		
5.70 x 8 (Load Range B) Foam Filled		X	
COLORS:			
Vehicle Color - Yellow	X		
Vehicle Color - Hunter Green		X	
Vehicle Color - White		X	
Vehicle Color - Red		X	
Vehicle Color - Orange		X	
Custom Vehicle Color (upon request)		X	
OTHER PERFORMANCE:			
Rear Hydraulic Brakes	X		
Front & Rear Hydraulic Brakes		X	
Bumper - Front		X	
Bumper - Rear		X	
Cargo Deck (Steel)		X	
Differential Scuff Guard		X	
Hitch, Clevis (Requires Rear Bumper)		X	
Hitch, Pintle (Requires Rear Bumper)		X	
Drop Rails			X
Box Sides & Tailgate			X
Bed Extension, 18"			X

Item	Std	Opt	Fld
ELECTRICAL:			
Battery Chargers			
Battery Charger, 48 VDC On-Board, UL/CSA	X		
Batteries			
T-105 Battery Set	X		
T-145 HD Battery Set		X	
Electrical			
Brake Lights	X		
Horn	X		
Hour Meter	X		
Operator Presence Switch	X		
State of Charge Meter	X		
Headlights	X		
DC/DC Converter	X		
Headlights & Turn Signals			X
Forward Motion Indicator		X	
Weather Enclosures			
Cab without Doors, Yellow			X
Cab with Doors, Yellow			X
Cab without Doors, White			X
Cab with Doors, White			X
Sun Canopy (Top) Short			X
Sun Canopy (Top) Long			X
Weather Protection Enclosure (Lg Top & Wdshld Reqd)			X
Windshield, Fold Down (Requires Short Sun Canopy)			X
Windshield (Requires Long Sun Canopy)			X

Specifications are subject to change without notice
* Field installed accessories may require installation charges

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: 100 %

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: Light Duty Vehicles 6100006226

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

Name of Business:	River City Marketing, DBA Mission Golf Cars	
Physical Address:	18865 Redland Road	
City, State, Zip Code:	San Antonio, TX 78259	
Phone Number:	210-545-7868	
Email Address:	Chad@missiongolfcars.com	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent: 35		
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	Yes	No
Has the business been headquartered in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	No
If the answers to the questions above are "Yes", stop here. If the answer to either of the above questions is "No", provide responses to the following questions:		

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

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

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

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

BIDDER'S / RESPONDENT'S FULL NAME:

Chad Backhofer

(Print Name) Authorized Representative of Bidder / Respondent

(Signature) Authorized Representative of Bidder / Respondent

Sales Manager

Title

7-24-15

Date

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

City of San Antonio

Veteran-Owned Small Business (VOSB) Preference Program Identification Form

SOLICITATION NAME/NUMBER: N/A

Section 1: Prime Contractor

Name of PRIME CONTRACTOR:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is PRIME CONTRACTOR 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 PRIME CONTRACTOR 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 PRIME CONTRACTOR as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

Section 2: Subcontractor

Is PRIME CONTRACTOR 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:		

Section 3: Joint Ventures

Is Respondent submitting as part of a joint venture? (circle one)	Yes	No
Name of Joint Venture VOSB Member:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Percentage of Ownership of Joint Venture by VOSB Member:		
Is Joint Venture VOSB Member 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 Joint Venture VOSB Member 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 Joint Venture VOSB Member as a VOSB. Include any identifying certification numbers.		
VOSB Member's Percentage Share in Profits / Loss of Joint Venture		

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.

RESPONDENT'S FULL NAME:

Chad Backhoter

(Print Name) Authorized Representative of Respondent

(Signature) Authorized Representative of Respondent

Sale Manager

Title

7·24·15

Date

This Veteran-Owned Small Business Preference Program Identification Form must be submitted with the Respondent's proposal.

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

SOLICITATION NAME/NUMBER: N/A

Name of Respondent:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
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:

Chad Bachhofer

(Print Name) Authorized Representative of Bidder/Respondent

(Signature) Authorized Representative of Bidder/Respondent

Sales Mgr.

Title

7-24-15

Date

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

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.	74-2277805
Signer's Name	Chad Bachofer
Name of Business	River City Marketing, DBA Mission Golf Cars
Street Address	18865 Redland Rd.
City, State, Zip Code	San Antonio, Texas 78258
Email Address	Chad@missiongolfcars.com
Telephone No.	210-545-7868
Fax No.	210-402-0576
City's Solicitation No.	6100006226

Signature of Person Authorized to Sign Bid

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.**

N/A

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.**

_____

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 Date

Adopted 06/29/2007

CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

FORMAL INVITATION FOR BID ("IFB") NO.: 6100006226

PURCHASE OF LIGHT UTILITY VEHICLES

Date Issued: JULY 10, 2015

BIDS MUST BE RECEIVED **NO LATER** THAN:
2:00 PM, C.T., JULY 27, 2015

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

Address for hard copy responses:

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

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

For Hard Copy Submissions, Mark Envelope

"PURCHASE OF LIGHT UTILITY VEHICLES"

Bid Due Date: 2:00 p.m., C.T., JULY 27, 2015

Bid No.: 6100006226

Bidder's Name and Address

Bid Bond: Performance Bond: Payment Bond: Other:

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: DBE / ACDBE Requirements:

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

Pre-Submittal Conference * YES

* If YES, the Pre-Submittal conference will be held on JULY 20, 2015 at 2:30 PM, C.T., at the Fleet Operations Conference Room, 329 S. Frio, San Antonio, Texas 78207.

Staff Contact Person: IAN MONTEMAYOR, PS II, P.O. Box 839966, San Antonio, TX 78283-3966.
Email: IAN.MONTEMAYOR@SANANTONIO.GOV

SBEDA Contact Information: , 210-207-3900,

002 - TABLE OF CONTENTS

002 - TABLE OF CONTENTS 2
003 - INSTRUCTIONS FOR BIDDERS 3
004 - SPECIFICATIONS / SCOPE OF SERVICES 9
005 - SUPPLEMENTAL TERMS & CONDITIONS 17
006 - GENERAL TERMS & CONDITIONS 20
007 - SIGNATURE PAGE 25
008 - STANDARD DEFINITIONS 26
009 - ATTACHMENTS 28

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, C.T., 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 purchase a total of nineteen (19) utility vehicles, all terrain vehicles, trucksters and landscaping equipment in accordance with the specifications listed herein and any additional vehicles as needed before November 30, 2015. This equipment will be utilized by various departments including Convention Sports Facilities, Parks & Recreation, Transportation & Capital Improvements and other departments as needed.

4.2 **GENERAL CONDITIONS:** The following General Conditions will apply to all terms within this bid unless specifically excluded within any item.

4.2.1 City of San Antonio reserves the right to increase or decrease quantity of vehicles being purchased up to the production "cut-off" date submitted on the bid for the particular item, depending on availability of funds. Prices may not be increased during this period; however, the City should benefit from any price decrease. Additional units may be purchased on an "as needed" basis. Successful vendor is required to notify the City of all production "cut-off" dates necessary for order submission. Vehicles are to be year model 2015 or newer. **Unless otherwise approved by the City, VEHICLES DELIVERED DURING A CALENDAR YEAR MUST BE THE MODEL YEAR VEHICLES FOR THAT CALENDAR YEAR OR NEWER. UNDER NO CIRCUMSTANCES SHALL VENDOR DELIVER MODEL YEAR VEHICLES FOR THE PRECEDING CALENDAR YEAR.**

4.2.2 Equipment shall be standard and current production model at the time of the bid submission and shall have been in production for the last six (6) months. All components shall be installed new, unused, and equipment is to be serviced and ready for operation upon delivery and shall include all manufacturer's standard equipment unless otherwise specified or replaced herein. A Manufacturer's Statement of Origin (MSO) showing manufacture within the last 6 calendar months, and a completed pre-delivery checklist will be required at delivery.

4.2.3 Warranty and Parts: Warranty time to start the date the vehicle is placed in service, not on the delivery date. The dealer will be notified by letter of the in-service date of each vehicle by serial number. Warranty must be fully explained by attaching separate authenticated correspondence. Warranty parts and service must be available within a 50 mile radius of San Antonio, City Hall from and by a factory- authorized dealer (NO EXCEPTIONS). Bidders must indicate, in the Price Schedule, the name of an authorized dealer that has agreed to accomplish warranty repairs for vehicles being offered.

4.2.4 Equipment Manuals: Two (2) operator's manual for each item bid and two (2) parts and maintenance manuals of all equipment, accessories and components will be required for each model.

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

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 8:00AM. to 3:00P.M. CST. Vehicles with more than 1000 miles accumulated on the odometer will not be accepted. All vehicles are required to have a full tank(s) when delivered to City specified location.

4.3

ITEM	QUANTITY	DESCRIPTION
1	2	**Four Wheeled, 6 Seat Utility Vehicle (Golf Cart)**

No BID

SPECIFICATIONS

4.3.1 ENGINE: 2 cylinders, 16 horsepower, governed to 15 mph.

4.3.2 TRANSMISSION: Constantly variable belt drive

4.3.3 BRAKES: Mechanical rear wheel with parking brake

4.3.4 TIRES: Must be 4 ply

4.3.5 BED: Width 52" X 49" length X 10" high; heavy duty constructed.

4.3.6 ACCEPTABLE MODEL: EZ Go model, or approved equal .

4.4.	ITEM	QUANTITY	DESCRIPTION No BID
	2	1	**Four Wheeled Light Utility Vehicle**

SPECIFICATIONS

4.4.1 ENGINE: Minimum 26 horsepower (hp) rated at manufacturer's suggested RPM, 4 cycle

4.4.2 ELECTRICAL: Twelve (12) volt starting system

4.4.3 STEERING: Automotive-style power steering or proven equal

4.4.4 FUEL CAPACITY: Minimum 5 gallon diesel

4.4.5 TIRES: Front to be 4 ply; rear to be 6 ply.

4.4.6 TRANSMISSION: Three-speed automotive automatic transmission with reverse gear

4.4.7 BRAKES: Heavy-duty hydraulic, self-adjusting drum type on all wheels. Mechanical parking brake.

4.4.8 LIGHTS: Twin halogen headlights and single taillight with switch, rear stop lamp

4.4.9 CONTROLS/GAUGES: All warning light indicators and meter gauges

4.4.10 SEATS: Bucket seats with hip restraints and seat belts

4.4.11 FACTORY INSTALLED MODIFICATIONS: Auxiliary hydraulic control on utility vehicle, operated from driver's seal Bed lift cylinders to raise top dresser.

4.4.12 TOPDRESSER HOPPER MODIFICATIONS: Industry standard specification associated with this vehicle.

4.4.13 ACCEPTABLE MODEL: Cushman Workhorse, or approved equal.

4.5	ITEM	QUANTITY	DESCRIPTION No BID
	3	1	**All Terrain Light Utility Vehicle 4x4**

SPECIFICATIONS

4.5.1 ENGINE: Minimum one (1) cylinder, 16 horsepower, governed to 25 mph.

4.5.2 TRANSMISSION: Constantly variable belt drive. Unit to be 4x4

4.5.3 BRAKES: Mechanical rear wheel with parking brake

4.5.4 TIRES: All tires to be a minimum 4 ply

4.5.5 TOWING CAPACITY: Unit must be able to tow minimum 500 lbs.

4.5.6 BED: Standard heavy duty construction

4.5.7 CAB: To include cab system/cab enclosure with canopy

4.5.8 LIGHTS: Unit to be equipped with headlights, brake lights, LED warning lights (front & back), and arrow stick in rear.

4.5.9 ACCEPTABLE MODEL: Kawasaki Mule 4x4, or approved equal.

4.6	ITEM	QUANTITY	DESCRIPTION
	4	1	**All Terrain Light Utility Vehicle (4 or 6 wheel)**

SPECIFICATIONS

4.6.1 ENGINE: Minimum one (1) cylinder, 16 horsepower, governed to 25 mph.

4.6.2 TRANSMISSION: Constantly variable belt drive. Unit to be a minimum 4x4.

4.6.3 BRAKES: Mechanical rear wheel with parking brake

4.6.4 TIRES: Tires to be 4 ply

4.6.5 TOWING CAPACITY: minimum 500 lbs.

4.6.6 BED: Standard heavy duty construction

4.6.7 CAB: To include cab system/cab enclosure with canopy

4.6.8 LIGHTS: Unit to be equipped with headlights, brake lights, LED warning lights (front & beck), and an arrow stick in rear

4.6.9 ACCEPTABLE MODEL: EZ Go Workhorse ST480, or approved equal.

4.6.10 Unit shall seat four, one driver and three passengers.

4.7	ITEM	QUANTITY	DESCRIPTION
	5	2	**Utility Vehicle, 4 or 6 wheel**

SPECIFICATIONS

4.7.1 ENGINE: Unit to be a minimum one (1) cylinder, gas, OHC, water-cooled, EFI and have a minimum 18.5 HP.

4.7.2 TRANSMISSION: Automatic

4.7.3 FUEL TANK CAPACITY: Minimum 5 gallon tank

4.7.4 CAB: Unit shall be equipped with a windscreen and roof to protect from weather

4.7.5 WHEEL DRIVE SYSTEM: Unit must be a 4x4 or 4x6 designs, no 4x2 acceptable. AWD acceptable.

4.7.6 DIFFERENTIAL LOCK: Standard, hand operated with mechanical holder.

4.7.7 STEERING: Rack and Pinion

4.7.8 GEAR SELECTION: Forward, neutral, and reverse

4.7.9 BRAKES: Unit must be equipped with transaxle braking system and a hand operated parking brake. Integrated parking brake acceptable.

4.7.10 SUSPENSION: Both rear and front suspension to be independent. De Dion rear suspension, or equivalent, is acceptable.

4.7.11 WEIGHT: Not to exceed 1,900 lbs.

4.7.12 CARGO BED (in inches): Standard Size and Heavy Duty Construction

4.7.13 TIRES: Standard size tires; minimum 4 ply

4.7.14 ACCEPTABLE MODEL: John Deere Gator 6 x 4, or approved equal.

4.8	ITEM	QUANTITY	DESCRIPTION
	6	1	**Light Vehicle Cart Utility Vehicle 4x4**

SPECIFICATIONS

4.8.1 ENGINE: Minimum 3-valve 4 stroke single cylinders, displacement- 499cc/30HP, liquid cooling, electric start

4.8.2 DRIVE TRAIN: 4 Wheel Drive (WD) System On Demand, All Wheel Drive (AWD), Final Drive-Shaft, Transmission Auto PVT, Drive System 2 wheel shaft drive electronic actuated differential.

4.8.3 SUSPENSION: Front Suspension to be MacPherson (or equivalent) strut with a minimum 8.0 in travel and Rear Suspension to be Independent 9.0in of travel.

4.8.4 TIRES: Front and Rear tires to be radial

4.8.5 BRAKES: Front/Rear Brakes, foot activated 4 wheel hydraulic disc, stainless steel lines

4.8.6 ACCEPTABLE MODEL: Polaris Ranger 4x4, or approved equal.

4.9	ITEM	QUANTITY	DESCRIPTION
	7	1	**Four Wheel Electric Cargo Cart**

SPECIFICATIONS

4.9.1 MOTOR: Minimum 36 volt, 10 HP fan cooled

4.9.2 BATTERIES & CHARGER: Built in charger with six (6) *voiU220* AH batteries. Battery box to be of roll out design for easy battery maintenance

4.9.3 TIRES: Must be foam filled tires

4.9.4 MOBILE MAINTENANCE PACKAGE: (To include the following)

4.9.4.1 Vise

4.9.4.2 51b Fire Extinguisher

4.9.4.3 Three (3) lockable storage compartments

4.9.4.4 Seven (7) drawer tool boxes (lockable)

4.9.4.5 Oxygen & Acetylene hose holder

4.9.4.6 Weld Tank Compartment

4.9.4.7 Rubber mat covered work bench

4.9.5 LIGHTS & SAFETY: Unit to be equipped with rear stop lights, signal lights, headlights, and horn

4.9.6 ACCEPTABLE MODEL: Cushman Titan, or approved equal.

4.10	ITEM	QUANTITY	DESCRIPTION
	8	4	**Heavy Duty 4x4 Utility Vehicle**

SPECIFICATIONS No Bid

4.10.1 ENGINE: Minimum one (1) cylinder, gas. Minimum 15.8 HP

4.10.2 FUEL TANK CAPACITY: Minimum 4.5 Gallons

4.10.3 WHEEL DRWE SYSTEM: 4, 4WD with 2WD selection

4.10.4 DIFFERENTIAL LOCK: Standard, hand operated with mechanical holder or push button differential lock also acceptable.

4.10.5 GEAR SELECTION: Forward, neutral, and reverse or

4.10.6 BRAKES: Unit to be equipped with a rear wheel, hand lever parking brake. Integrated parking brake also acceptable.

4.10.7 STEERING: Rack and pinion

4.10.8 DIMENSIONS: Standard dimensions

4.10.9 CARGO BED DIMENSIONS: Heavy Duty construction to hold up to 400 lbs

4.10.10 TIRES: To be 6 ply

4.10.11 ACCEPTABLE MODEL: Kubota RTV 500-h or approved equal.

4.11	ITEM	QUANTITY	2 DESCRIPTION
	9	2	**Heavy Duty 4x4/4 Seat Utility Vehicle**

SPECIFICATIONS No Bid

4.11.1 ENGINE: 3-cylinder, diesel, OHC, water-cooled, EFI. Minimum 22 HP and 68.5 displacement

4.11.2 TRANSMISSION: VHT Plus (Variable Hydro Transmission)

4.11.3 FUEL TANK CAPACITY: Minimum 7 gallons

4.11.4 SEATING: Equipped to seat 1 driver and 3 passengers

4.11.5 MAXIMUM SPEED: 25 mph

4.11.6 WHEEL DRIVE SYSTEM: 4, 4WD with 2WD selection

4.11.7 DIFFERENTIAL LOCK: Standard, hand operated with mechanical holder or push button differential lock also acceptable

4.11.8 GEAR SELECTION: Forward, neutral, and reverse

4.11.9 BRAKES: Unit to be equipped with a rear wheel, hand lever parking brake. Integrated parking brake also acceptable.

4.11.10 STEERING: Power-

4.11.11 DIMENSIONS: Standard dimensions

4.11.12 PAYLOAD CAPACITY: Maximum 1,600 lbs

4.11.13 CARGO BED DIMENSIONS: Heavy Duty construction to hold up to 4001bs

4.11.14 TIRES: Minimum 6 ply

4.11.15 ACCEPTABLE MODEL: Kubota RTV 500-h 4 seat or approved equal

4.12	ITEM	QUANTITY	DESCRIPTION
	10	1	**Heavy Duty 4x4 utility Vehicle**

SPECIFICATIONS

NaBID

4.12.1 ENGINE: Fuel injected, automatic clutch

4.12.2 TRANSMISSION: 5-speed with reverse

4.12.3 WHEEL DRIVE SYSTEM: 4, 4WD with 2WD selection

4.12.4 FUEL TANK CAPACITY: Minimum 3.5 gallons with a reserve

4.12.5 GEAR SELECTION: Hi-Lo range forward, neutral, and reverse.

4.12.6 BRAKES: Standard dual hydraulic disc brakes.

4.12.7 DIMENSIONS: Industry standard dimensions

4.12.8 TIRES: Off road tires.

4.12.9 ACCEPTABLE MODEL: Honda Fourtrax 4x4 Rancher or approved equal

4.13	ITEM	QUANTITY	DESCRIPTION
	11	1	**Light Utility Golf Cart 4 Seat**

SPECIFICATIONS

NaBID

4.13.1 ENGINE: 48 Volt DC 18.1 HP. Batteries to be equipped with a 120/230 charger, 48 VDG, 10ft DC Cord.

4.13.2 TRANSMISSION: Constantly variable belt drive

4.13.3 BRAKES: To be equipped with regenerative "Pedal Down" and/or "Pedal Up" braking

4.13.4 TIRES: Trail style

4.13.5 ELECTRICAL: Unit to be equipped with standard head lights, horn, brake lights, and 'state of charge' meter.

4.13.6 SEATING: Unit must be equipped to transport one (1) driver and three (3) passengers. Maximum load capacity not to exceed 1,200 lbs.

4.13.7 COLOR: To be decided at award

4.13.8 WEATHER PROTECTION: Unit to be equipped with a Sun Canopy. Canopy to be a minimum of 118 inches

RC

4.13.9 ACCEPTABLE MODEL: Cushman Shuttle 4 seat or approved equal

4.14	ITEM	QUANTITY	DESCRIPTION
	12	1	**Single Axle Light Utility Vehicle Trailer**

SPECIFICATIONS

BID

4.14.1 GVWR: minimum 2,900 lbs

4.14.2 TIRE SIZE: minimum.ST205/75D15 Load Range G

4.14.3 COUPLER: minimum 2" RAM or equivalent

4.14.4 FENDERS: 9 x 32 Rolled

4.14.5 FLOOR: 2" Treated wood or equivalent.

4.14.6 WIDTH: 6; 11" minimum

4.14.7 RAMPS: 41/2'GarriesaspartofTopRail

4.14.8 COLOR: OEM Black

4.14.9 FRAME: minimum 3 x 2 x 3/16

4.14.10 TOPRAIL: minimum 2" Square Tube

4.14.11 CROSS MEMBERS: minimum 3 x 2 x 3/16

4.14.12 TONGUE: minimum 4" Channel Wrap

4.14.13 UPRIGHTS: 2x2x3/16

4.14.14 ELECTRICAL: DOT Approved lights, wiring, and connectors. 7-way RV

4.14.15 ACCEPTABLE MODEL: Top Hat Quad Hauler 83" x 12 QH or approved equal

4.15	ITEM	13 QUANTITY	1 DESCRIPTION
	13	1	**Tandem Trailer**

SPECIFICATIONS

BID

4.15.1 GVWR: minimum of 30,000 lbs

4.15.2 TIRES: minimum ST 235/16 Load Range G

4.15.3 COUPLER: 60k. 3" ID Pintle Eye

4.15.4 FLOORS: 2 inch treated nominal oak, or equivalent wood

4.15.5 WIDTH: minimum 102"

4.15.6 TAILGATE: 6' expanded metal tailgate with strut assist

4.15.7 ELECTRICAL: DOT Approved lights, wiring, and connectors. 7-way RV

4.15.8 TONGUE: Integral w/ Frame

4.15.9 SAFETY CHAINS: minimum *W'* Grade. 80 w safety latch hook (2 each)

4.15.10 BRAKES: All wheel electric brakes

4.15.11 JACK: 12,000 IW Drop Leg Jack

4.15.12 AXLES: minimum 2 qty 12,000 lb heavy duty wheel axles

4.15.13 SUSPENSION: Hutch {or equivalent) 9,700 adjustable

4.15.14 COLOR: OEM Black

4.15.15 ADDITIONAL SPECIFICATIONS:

4.15.15.1 Safety chains attached w/ cold rolled eyelets

4.15.15.2 Storage area in Tongue

4.15.15.3 Bolton Jack

4.15.15.4 Safety reflector marker tape

4.15.15.5 Low profile bed

4.15.15.6 Tow (2) side bed steps

4.15.15.7 Minimum six (6) *518"* O.D. D-rings

4.15.16 8 Rubber mounted sealed LED lighting

4.15.17 9 5' Dove Tail with Double hinged spring assist ramps

4.15.18 ACCEPTABLE MODEL: BIG TEX MODEL 24ED-24+5 TANDEM TRAILER or approved equal.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

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

Change Orders

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

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

Any other change will require approval of the City Council, City of San Antonio. Changes that do not involve an increase in contract price may be made by the Director.

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

Insurance.

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

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

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

TYPE	AMOUNTS
1. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Incorporation of Attachments.

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

Attachment A – Price Schedule
Attachment B – City of San Antonio Local Preference Program Forms
Attachment C – 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 (VOSBPP) Ordinance Language & 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.

ARC

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	JASON COUNTS
Name of Business	SAN ANTONIO SOUTHWEST TRAILERS
Street Address	10302 IH 35 NORTH
City, State, Zip Code	SAN ANTONIO, TX 78233
Email Address	jcounts@swcompanies.net
Telephone No.	210. 657. 5828
Fax No.	210. 657. 5886
City's Solicitation No.	6100000326

Signature of Person Authorized to Sign Bid

008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

009 – ATTACHMENTS

ATTACHMENT A

REVISED

LOCAL PREFERENCE PROGRAM ORDINANCE LANGUAGE

The 82nd Texas Legislature adopted a revision to the law that allowed the City of San Antonio (City) to adopt a policy that would grant contracting preferences to local businesses for certain types of contracts. The City adopted such a policy, known as the Local Preference Program, by Ordinance No. 2013-03-21-0167, effective for solicitations issued after May 1, 2013.

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

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

PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1	2	Four Wheeled, 6 Seat Utility Vehicle (Golf Cart)

PRICE: $_____EACH $ No BID TOTAL

MAKE & MODEL & YEAR Offered: _____

Authorized Warranty Provider:

_____

_____

Warranty Provider Address:

_____

_____

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

DELIVERY: Delivery will be made within _____calendar days after issuance of purchase order.

ITEM	QUANTITY	DESCRIPTION
2	1	Four Wheeled Light Utility Vehicle

PRICE: $_____EACH $ No BID TOTAL

MAKE & MODEL & YEAR Offered: _____

Authorized Warranty Provider:

_____

_____

Warranty Provider Address:

_____

_____

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

DELIVERY: Delivery will be made within _____calendar days after issuance of purchase order.

ITEM	QUANTITY	DESCRIPTION
3	1	All Terrain Light Utility Vehicle 4x4

PRICE: $_____EACH $ No Bid TOTAL

MAKE & MODEL & YEAR Offered: _____

Authorized Warranty Provider:

_____

_____

Warranty Provider Address:

_____

_____

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

DELIVERY: Delivery will be made within _____calendar days after issuance of purchase order.

ITEM	QUANTITY	DESCRIPTION
4	1	**All Terrain Light Utility Vehicle (4 or 6 wheel)**

PRICE: $_____EACH $ No Bid TOTAL

MAKE & MODEL & YEAR Offered: _____

Authorized Warranty Provider:

_____

_____

Warranty Provider Address:

_____

_____

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

DELIVERY: Delivery will be made within _____calendar days after issuance of purchase order.

ITEM	QUANTITY	DESCRIPTION
5	2	**Utility Vehicle, 6 wheel**

PRICE: $_____EACH $ No Bid TOTAL

MAKE & MODEL & YEAR Offered: _____

Authorized Warranty Provider:

_____

_____

Warranty Provider Address:

_____

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

DELIVERY: Delivery will be made within _____calendar days after issuance of purchase order.

ITEM	QUANTITY	DESCRIPTION
6	1	Light Vehicle Cart Utility Vehicle 4x4

PRICE: $_____EACH $ No bid TOTAL

MAKE & MODEL & YEAR Offered: _____

Authorized Warranty Provider:

_____

_____

Warranty Provider Address:

_____

_____

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

DELIVERY: Delivery will be made within _____calendar days after issuance of purchase order.

ITEM	QUANTITY	DESCRIPTION
7	1	Four Wheel Electric Cargo Cart

PRICE: $_____EACH $ No bid TOTAL

Authorized Warranty Provider:

_____

_____

Warranty Provider Address:

_____

_____

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

DELIVERY: Delivery will be made within _____calendar days after issuance of purchase order.

ITEM	QUANTITY	DESCRIPTION
8	4	Heavy Duty 4x4 Utility Vehicle

PRICE: $_____EACH $ No bid TOTAL

MAKE & MODEL & YEAR Offered: _____

Authorized Warranty Provider:

_____

_____

Warranty Provider Address:

_____

_____

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

DELIVERY: Delivery will be made within _____calendar days after issuance of purchase order.

ITEM	QUANTITY	DESCRIPTION
9	2	Heavy Duty 4x4/4 Seat Utility Vehicle

PRICE: $_____EACH $ No BID TOTAL

MAKE & MODEL & YEAR Offered: _____

Authorized Warranty Provider:

_____

_____

Warranty Provider Address:

_____

_____

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

DELIVERY: Delivery will be made within _____calendar days after issuance of purchase order.

ITEM	QUANTITY	DESCRIPTION
10	1	Heavy Duty 4x4 utility Vehicle

PRICE: $_____EACH $ No BID TOTAL

MAKE & MODEL & YEAR Offered: _____

Authorized Warranty Provider:

_____

_____

Warranty Provider Address:

_____

_____

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

DELIVERY: Delivery will be made within _____calendar days after issuance of purchase order.

ITEM	QUANTITY	DESCRIPTION
11	1	Light Utility Golf Cart 4 Seat

PRICE: $_____EACH $ No BID TOTAL

MAKE & MODEL & YEAR Offered: _____

Authorized Warranty Provider:

_____

Warranty Provider Address:

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

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

ITEM	QUANTITY	DESCRIPTION
12	1	Single Axle Light Utility Vehicle Trailer

PRICE: $ 1425.00 EACH $ 1425.00 TOTAL

MAKE & MODEL & YEAR Offered: SOUTHWEST GOOSENECK, BU1283135, 2015

Authorized Warranty Provider: SOUTHWEST WHEEL

343 GEMBLER RD, SA, TX 78219

Warranty Provider Address: 343 GEMBLER ROAD

SA, TX 78219

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

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

ITEM	QUANTITY	DESCRIPTION
13	1	Tandem Trailer

PRICE: $ 10,182.00 EACH $ 10,182.00 TOTAL

MAKE & MODEL & YEAR Offered: SOUTHWEST GOOSENECK, PEH2996212E, 2015

Authorized Warranty Provider: SOUTHWEST WHEEL

Warranty Provider Address: 343 GEMBLER ROAD

SA, TX 78219

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

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

City of San Antonio

ADDENDUM I

SUBJECT: Formal INVITATION FOR BID (IFB) 6100006226 PURCHASE OF LIGHT UTILITY VEHICLES scheduled to open Monday, July 27, 2015 date of issue July 10, 2015.

DATE: July 24, 2015

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

1. **THE IFB OPENING WILL REMAIN MONDAY, JULY 27, 2015, 2:00 P.M. CENTRAL TIME.**

2. **Section 009 – Attachments**

   a. **Attachment A, Price Schedule, is replaced in its entirety. See Attachment A REVISED Price Schedule.**

3. IFB Document Section 004 – Specifications / Scope of Services, Item Description,

Changed to read:

4.5	ITEM	QUANTITY	DESCRIPTION
	3	1	**All Terrain Light Utility Vehicle 4x4**

SPECIFICATIONS

4.5.1 ENGINE: Minimum one (1) cylinder, 16 horsepower, governed to 25 mph.

Changed to read:

4.6	ITEM	QUANTITY	DESCRIPTION
	4	1	**All Terrain Light Utility Vehicle (4 or 6 wheel)**

SPECIFICATIONS

4.6.1 ENGINE: Minimum one (1) cylinder, 16 horsepower, governed to 25 mph.

4.6.2 TRANSMISSION: Constantly variable belt drive. Unit to be a minimum 4x4.

4.6.10 Unit shall seat four, one driver and three passengers.

Changed to read:

4.7	ITEM	QUANTITY	DESCRIPTION
	5	2	Utility Vehicle, 4 or 6 wheel

SPECIFICATIONS

4.7.1 ENGINE: Unit to be a minimum one (1) cylinder, gas, OHC, water-cooled, EFI and have a minimum 18.5 HP.

4.7.5 WHEEL DRIVE SYSTEM: Unit must be a 4x4 or 4x6 design, no 4x2 acceptable. AWD acceptable.

4.7.8 GEAR SELECTION: Forward, neutral, and reverse

4.7.9 BRAKES: Unit must be equipped with transaxle braking system and a hand operated parking brake. Integrated parking brake acceptable.

4.7.10 SUSPENSION: Both rear and front suspension to be independent. De Dion rear suspension, or equivalent, is acceptable.

Changed to read:

4.10	ITEM	QUANTITY	DESCRIPTION
	8	4	Heavy Duty 4x4 Utility Vehicle

SPECIFICATIONS

4.10.1 ENGINE: Minimum one (1) cylinder, gas. Minimum 15.8 HP

4.10.4 DIFFERENTIAL LOCK: Standard, hand operated with mechanical holder or push button differential lock also acceptable.

4.10.5 GEAR SELECTION: Forward, neutral, and reverse or

4.10.6 BRAKES: Unit to be equipped with a rear wheel, hand lever parking brake. Integrated parking brake also acceptable.

Changed to read:

4.11	ITEM	QUANTITY	DESCRIPTION
	9	2	Heavy Duty 4x4/4 Seat Utility Vehicle

SPECIFICATIONS

4.11.1 ENGINE: 3-cylinder, diesel, OHC, water-cooled, EFI. Minimum 22 HP and 68.5 displacement

4.11.7 DIFFERENTIAL LOCK: Standard, hand operated with mechanical holder or push button differential lock also acceptable

4.11.8 GEAR SELECTION: Forward, neutral, and reverse

4.11.9 BRAKES: Unit to be equipped with a rear wheel, hand lever parking brake. Integrated parking brake also acceptable.

Paul J. Calapa
Purchasing Administrator
Finance Department, Purchasing Division

Company Name SOUTHWEST TRAILERS

Address 10302 IH 35 N

City/State/Zip Code SAN ANTONIO, TX 78233

Acknowledged and Agreed:

Signature: _____

Date: 7/27/15