

AN ORDINANCE 2014 - 06 - 12 - 0416

ACCEPTING THE OFFER FROM BANE MACHINERY, INC. TO PROVIDE THE SOLID WASTE MANAGEMENT DEPARTMENT WITH ONE HORIZONTAL TYPE BRUSH SHREDDER/GRINDER FOR A TOTAL COST OF \$768,823.00, FUNDED WITH THE EQUIPMENT RENEWAL AND REPLACEMENT FUND.

* * * * *

WHEREAS, an offer was submitted by Bane Machinery, Inc., through the Texas Local Government Purchasing Cooperative (a.k.a. the "Buyboard"), to provide the Solid Waste Management Department with one Horizontal Type Brush Shredder/Grinder for a total cost of \$768,823.00; and

WHEREAS, this purchase meets the requirements under the terms of the Texas Local Government Purchasing Cooperative agreement adopted by the City of San Antonio by Ordinance No. 97097 on January 30, 2003; **NOW THEREFORE:**

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

SECTION 1. The offer from Bane Machinery, Inc. to provide the Solid Waste Management Department with one Horizontal Type Brush Shredder/Grinder for a total cost of \$768,823.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. The bid tabulation sheet and contract are attached hereto and incorporated herein for all purposes as **Exhibit I**.

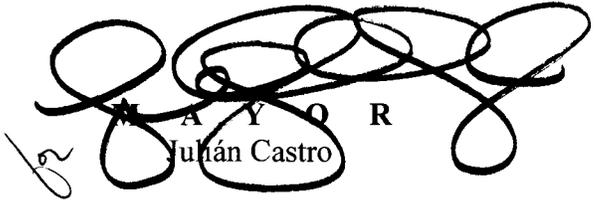
SECTION 2. Funding in the amount of \$768,823.00 for this ordinance is available for Fund 72001000, Cost Center 3503200001 and General Ledger 5501050, as part of the Fiscal Year 2014 Budget.

SECTION 3. Payment not to exceed the budgeted amount is authorized to Bane Machinery, Inc. and should be encumbered with a purchase order.

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

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

PASSED AND APPROVED this 12th day of June, 2014.


A Y O R
Julián Castro

ATTEST:


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:


Robert F. Greenblum, City Attorney

Agenda Item:	11 (in consent vote: 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 16, 18, 19, 21, 22, 23, 24, 25, 26, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41)
Date:	06/12/2014
Time:	09:30:08 AM
Vote Type:	Motion to Approve
Description:	An Ordinance accepting the offer from Bane Machinery, Inc. to provide the Solid Waste Management Department with one Horizontal Type Brush Shredder/Grinder for a total cost of \$768,823.00, funded with the Equipment Renewal and Replacement Fund. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance
Result:	Passed

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

EXHIBIT I

City of San Antonio Bid Tabulation

Opened: May 7, 2014			
For: Horizontal Type Brush Shredder/Grinder			BuyBoard
6100004312		LD	Bane Machinery, Inc. 2449 Manana Drive Dallas, TX 75220 214-352-2468
Item	Description	QTY	
1	Shredder/Grinder – Horizontal Type	1	
	Price Each		\$802,965.00
	Total		\$802,965.00
	Year, Make & Model Offered:		2014 Diamond Z DZH7000
	Specific Make & Model of Engine Offered:		Caterpillar C27 / Tier IV Interim
	Standard Warranty		Structural Warranty Expires 1- Year / Unlimited Hours Components Warranty Expires: 6 Months
	Option Prices:		
	a) Hydraulic Rod Puller:		\$10,668.00
	b) Auxiliary Hydraulic Power Unit:		\$4,850.00
	c) Deleted:		
	d) Five (5) Year Extended Full Engine Warranty:		\$10,340.00
			*Pricing based on 5-year or 5000 hours with \$500 deductible.
	Warranty Service Provider Name:		Standard warranty is through Diamond Z, Extended engine warranty is through Caterpillar
	Warranty Facility Address:		Anderson Machinery, 9415 N.E. Loop 410, San Antonio, TX 78219, Engine only w/ Holt Cat, 3302 S. W.W. White Road, San Antonio, TX 78222
	Trade-In Vermeer Model TC 525, Total Trade-In Price:		\$60,000.00

City of San Antonio Bid Tabulation

Opened: May 7, 2014		BuyBoard Bane Machinery, Inc. 2449 Manana Drive Dallas, TX 75220 214-352-2468
For: Horizontal Type Brush Shredder/Grinder 6100004312		
Item	Description	LD
2	Delivery Production Cut-off Date: Last day order can be placed without missing cut-off date: Can bidder provide bid items after cut-off date: Cooperative Fee: Cooperative Fee Each: Total Cooperative Fee: Payment Terms Total	170 Days May 30, 2014 May 30, 2014 The pricing given is good for 45 days Bane to pay BuyBoard Fee Bane to pay BuyBoard Fee Net 30 \$828,823.00
Total Award		\$828,823.00



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR OFFER ("RFO") NO.: 6100004312

HORIZONTAL TYPE BRUSH SHREDDER/GRINDER

Date Issued: APRIL 24, 2014

RESPONSES MUST BE RECEIVED NO LATER THAN:
10:00 AM MAY 7, 2014

Responses 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:

Purchasing & General Services
Riverview Tower
111 Soledad, Suite 1100
San Antonio, Texas 78205

Mailing Address:

Purchasing & General Services
P.O. Box 839966
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"HORIZONTAL TYPE BRUSH SHREDDER/GRINDER"

Offer Due Date: 10:00 A.M., MAY 7, 2014

RFO No.: 6100004312

Offeror's Name and Address

Bid Bond: Performance Bond: Payment Bond: Other:

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NO

DBE / ACDBE Requirements:

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

Pre-Submittal Conference * YES

* If YES, the Pre-Submittal conference will be held on **APRIL 29, 2014** at 1:00 PM at FLEET TRAINING ROOM, 329 S. FRIO, SA, TX 78207.

Staff Contact Person: LD MCGARITY, PROCUREMENT SPECIAL II, P.O. Box 839966, San Antonio, TX 78283-3966
Email: LD.MCGARITY@SANANTONIO.GOV

SBEDA Contact Information: , 210-207-3900,

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

Submission of Hard Copy Offers. Submit one original offer, signed in ink, and two copies of the offer enclosed in a sealed envelope addressed to the Purchasing and General Services Department at the address and by the due date provided on the Cover Page. The name and address of offeror, the offer due date and RFO number and title shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected.

Submission of Electronic Offers. Submit one offer electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer 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.

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

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

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

Offerors must sign the Signature Page on hard copy offers and return the RFO document to City. For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

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

Certified Vendor Registration Form. If Offeror has not completed the City's Certified Vendor Registration (CVR) Form, Offeror is required to do so prior to the due date for submission of offers. The CVR form may be accessed at <http://www.sanantonio.gov/purchasing/>. Offerors 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 Offers. Alternate offers may be allowed at the sole discretion of City.

Hard Copy Alternate Offers. Hard copy alternate offers must be submitted in separate sealed envelopes in the same manner as submission of other offers. Alternate offers must be marked consecutively on the envelope as Alternate Offer No. 1, 2, etc. Failure to submit alternate offers in separate envelopes may result in rejection of an offer.

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

Catalog Pricing. (This section applies to offers using catalog pricing, unless this is a cooperative purchase.)

The offer 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.

Offerors shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which an offer is submitted. Offeror shall provide said catalog at the time of submission of its offer. 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 offers submitted electronically.

Offerors 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 the City Purchasing & General Services Department.

Specified items identified herein, if any, are for overall offer 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.

Offerors are prohibited from communicating with: 1) elected City officials and their staff regarding the RFO or offers from the time the RFO has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFO 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 RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the restrictions on communication with City employees include:

Offerors may ask verbal questions concerning this RFO at the Pre-Submittal Conference.

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before 3 calendar days prior to the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Offerors may provide responses to questions asked of them by the Staff Contact Person after responses are received. The Staff Contact Person may request clarification to assist in evaluating the Offeror's response. The information provided is not intended to change the offer response in any fashion. Such additional information must be provided within two business days from City's request.

Offerors 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 RFO after the 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, respondents 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. Respondents 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 RFO after the 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. Offerors 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 City.

Changes to RFO.

Changes to this RFO made prior to the offer due date shall be made directly to the original RFO. Changes are captured by creating a replacement version each time the RFO is changed. It is Offeror's responsibility to check for new versions until the offer due date. City will assume that all offers received are based on the final version of the RFO as it exists on the day offers are due.

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

Preparation of Offers.

All information required by the RFO must be furnished or the offer may be deemed non-responsive and rejected. Any ambiguity in the offer as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of City.

Correct Legal Name. If an Offeror is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the offer may be rejected.

Line Item Offers. Any offer that is considered for award by each unit or line item, must include a price for each unit or line item for which Offeror wishes to be considered. All offers 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" offer in the Supplemental Terms & Conditions.

All or None Offers. Any offer 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" offer, a unit price left blank shall result in the offer being deemed nonresponsive and disqualified from consideration. An "All or None" offer is one in which City will award the entire contract to one offeror only.

Delivery Dates. Proposed delivery dates must be shown in the offer form where required and shall include weekends and holidays, unless specified otherwise in this RFO. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the offer. 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. Offerors must not include such taxes in offer prices. An exemption certificate will be signed by City where applicable upon request by Offeror after contract award.

Samples, Demonstrations and Pre-award Testing. If requested by City, Offeror shall provide product samples, demonstrations, and/or testing of items offered 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 an offer. All samples (including return thereof), demonstrations, and/or testing shall be at Offeror'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.

Offerors shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

Offerors 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 RFO. No plea of ignorance by Offeror will be accepted as a basis for varying the requirements of City or the compensation to Offeror.

Confidential or Proprietary Information. All offers become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Offeror 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 Offeror may not be considered confidential under Texas law, or pursuant to a Court order. Pricing may be tabulated and posted to City's website, so shall not be considered proprietary or confidential.

Costs of Preparation. Offeror shall bear any and all costs that are associated with the preparation of the Offer, attendance at the Pre-Submittal conference, if any, or during any phase of the selection process.

Rejection of Offers.

City may reject any and all offers, in whole or in part, cancel the RFO and reissue the solicitation. City may reject an offer if:

Offeror misstates or conceals any material fact in the offer; or

The offer does not strictly conform to law or the requirements of the offer;

The offer is conditional; or

Any other reason that would lead City to believe that the offer is non-responsive or Offeror is not responsible.

City, in its sole discretion, may also waive any minor informalities or irregularities in any offer, such as failure to submit sufficient offer copies, failure to submit literature or similar attachments, or business affiliation information.

Changes to Offer Form. Offers must be submitted on the forms furnished. Offers that change the format or content of City's RFO may be rejected.

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Written notice of withdrawal shall be provided to the Staff Contact Person for offers submitted in hard copy. Offers submitted electronically may be withdrawn electronically.

Evaluation and Award of Contract.

City reserves the right to make an award on the basis of City's best interests. Award may also be made based on 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" offer in the Supplemental Terms & Conditions.

A written award of acceptance, manifested by a City Ordinance, and a purchase order furnished to Offeror results in a binding contract without further action by either party. Offeror must have the Purchase Order before making any delivery.

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 RFO, Offerors' facilities and equipment may be a determining factor in making the offer award. All Offerors may be subject to inspection of their facilities and equipment.

Prompt Payment Discount.

Provided Offeror meets the requirements stated herein, City shall take Offeror'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 offer price, either per line item or total offer 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 offer evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the offer price during offer evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

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 offers, 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. Offeror should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your sealed offer. 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 a Request for Offer (RFO) for a contract to purchase a Horizontal Type Shredder/Grinder in accordance with the specifications listed herein. This equipment will be utilized by the Solid Waste Management Department. This RFO is issued pursuant to cooperative purchasing contract number 424-13 through BuyBoard with Bane Machinery, who will provide the Horizontal Type Brush Shredder/Grinder.

4.2 DELIVERY DATES:

Vendor shall deliver Horizontal Type Shredder/Grinder, ready for use, no later than **180 days** after receipt of City's Purchase Order. **Time is of the essence in the performance of this contract.** City may assess liquidated damages for late delivery in accordance with section 005 – Supplemental Terms & Conditions.

4.3 GENERAL CONDITIONS:

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

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

4.3.3 Delivery – All deliveries are to be made inside the City limits of San Antonio. 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. This is done so that the City may coordinate training sessions with the end users on the equipment. Contact Fleet Acquisitions Office at (210) 207-4600 for delivery questions. Equipment with more than 8 hours accumulated on the hour meter will not be accepted. All units are required to have a full tank of fuel when delivered to City specified location. The Manufacturer's Statement of Origin (MSO), invoice and weight certification tickets are required upon delivery of each unit and before payment can be processed.

Vendor must deliver equipment to:

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

- 4.3.4 Equipment Manuals – Successful bidder shall furnish one set of operator manuals covering all major components of the vehicle for each unit delivered. Successful bidder shall also provide two (2) complete sets of repair and parts manuals or CDs for each item bid, to include all major components, or prepaid 8-year subscription to manufacturer's maintenance/parts web site at no cost to the City. If, applicable, successful bidder shall provide a minimum (2) diagnostic software licenses and or software updates if diagnostic software is already currently being used by the City for a minimum (5) years after date of delivery.
- 4.3.5 Training – The City may require operational and maintenance training for equipment. If so, training shall be provided by a qualified instructor and conducted at a designated City facility. The City will not pay any cost incurred by the successful bidder in providing training. Training shall be provided no later than 30 days after the City takes delivery and accepts the new equipment at the specified City facility. Unless otherwise specified, training shall consist of a minimum (1) eight hour day. Payment for new equipment will not be made to successful bidder until training is completed. Operator training shall be coordinated with Fleet Operations staff. For equipment requiring more complex operation the City may require job site operational training that could last multiple days to assure proper machine operation.
- 4.3.6 All prices will be quoted F.O.B., designated City of San Antonio facility. All bids will be submitted in triplicate and will include complete manufacturer's specifications for each model being bid.
- 4.3.7 Any equipment furnished must meet all Federal and State safety requirements and if applicable must be certified as Tier IV emissions compliant. The engine offered by bidder must meet the Environmental Protection Agency (EPA) emission standards in effect at the time the bid is submitted, without the benefit of averaging, banking, trading, or emission credits. Bidder shall submit a copy of the applicable EPA certificate with its bid. Only engines using selective catalytic reduction (SCR) technology will be accepted.
- 4.3.8 The City reserves the right to reject any and all bids, and to waive irregularities and any requirements of the bid if deemed to be in the best interest of the City.
- 4.3.9 Units shall be equipped with OEM, or equal, warning and shut down systems for low oil pressure and or high coolant temperature at a minimum.

4.4	ITEM	QUANTITY	DESCRIPTION
	1	1 Each	Shredder/Grinder – Horizontal Type

SPECIFICATIONS:

- 4.4.1 General Dimensions – Maximum width to be 12-feet for transport. The total operational length to be a maximum of 73' feet. Weight to be minimum 100,000-lbs. and total height maximum 14-feet. Must be able to transport with appropriate permits.
- 4.4.2 Engine – The engine will be a liquid cooled Tier 4, Interim, or most current available, turbo-charged and air-to-air charge after cooled, producing a minimum 1,000-HP. Engine shall have a double element dry type air cleaner with turbo type pre-cleaner and service indicator, a full flow oil filter, a bypass oil filter, and primary and secondary fuel filters with water separators. An engine protection system will be included to protect against high engine temperature or low oil pressure.
- 4.4.3 Hydraulic System – The hydraulic tank shall have full flow return filtration, plugged filter indicator on control panel, filter breather, sight gauge, high temperature switch and vandal lock cap. System shall have high pressure spin on type filtration as well as in tank filtration for return flow. The hydraulic pumps will be driven from a pump drive on the engine. Implement/Conveyor circuits shall use a load sensing, pressure compensated pump. Reversible Fan drive shall be hydrostatically controlled.
- 4.4.4 Electrical System – The electrical system will be a 24-volt, negative ground system with manufacturers rated amperage output. All electrical circuits will have circuit breaker fuse protection. The unit will be equipped with an electrical battery disconnect and breaker. The grinder shall be equipped with a full function operator's station with remote control capability. Remote control shall have emergency shutdown capabilities and the ability to view all that the operator station views.

- 4.4.5 Radiator – Radiator shall be located inside of screened air box. Package shall be sized for adequate cooling in the toughest conditions. Fan will be reversible to self-clean radiator.
- 4.4.6 Fuel Tank – Tank to have capacity for the unit to run minimum of 7-hours at full load, equipped with filter breather, mechanical and electrical gauge. Tank shall be shock mounted, with lockable fuel cap with pre-screened filler neck. Tank shall be located towards the rear of machine providing easy access from one (1) side for fill.
- 4.4.7 Clutch/Transmission: The grinder shall be equipped with a hydraulic transmission providing gear reduction to the mill. Clutch system to transfer power and torque from the engine to the Drum. Clutch system shall be equipped with built-in torque limiter to protect clutch components in the event of a sudden mill stall. Push button clutch engagement/disengagement control shall be located at the control panel.
- 4.4.8 Instruments – The instrument panels will have a lockable, vandal resistant enclosure safely located from all moving parts. All controls and instruments will be plainly marked and labeled. There will be a swing out dash panel that controls all grinder functions and for maintenance and inspection. The unit will be equipped with a minimum of the following:
- a) Fuel Gauge
 - b) Ignition Switch
 - c) Engine Stop Button
 - d) Battery Disconnect
 - e) Fan pressure
 - f) Auxiliary pressure
 - g) Discharge Conveyor pressure
 - h) Clutch pressure
 - i) Loader pressure
 - j) Hour Meter
- 4.4.9 Infeed Conveyor – Infeed system conveyor belt width shall be a minimum 60" inches, with a steel configuration infeed belt. The conveyor must have lubricated drive and idler rollers with remote grease fittings for out of reach bearings. The conveyor belt speed shall be fully adjustable and sectioned for ease of repair.
- 4.4.10 Discharge Conveyor – Discharge conveyor belt shall be a minimum 66" inches wide and use "V" style cleats. Discharge height shall be a minimum 14' feet and discharge length shall be a minimum of 13' feet. The belt discharge conveyor shall be able to fold over for transport. Magnetic end roller on underside of discharge conveyor with metal catch tray to catch discarded metal and sectioned for ease of repair.
- 4.4.11 Screens – Three sets of screens shall be provided – two sets of 4-inch and one set 2-inch. Screens shall be constructed so that they can be removed without unbolting or removing welds. Screens shall be constructed of a minimum thickness of 3/4-inches A/R 400 steel.
- 4.4.12 Hammermill – The hammermill shall be of drum design using hardened hammers. Hammers shall pass through the center drum cylinder, providing a mounting surface at each end of the hammer to attach the two bolt block style cutter. Drum cutting width shall be a minimum 69" inches. Drum speed shall be a capable of a minimum 900 rpm.
- 4.4.13 Trailer – Trailer shall be a heavy-duty, multiple axle, all steel construction and rated at not less than manufactures GVWR. Premium, self-sealing (Deutsch or equal) connectors must be used for all electrical connections. All wire passing through bulkheads and partitions shall have a rubber grommet for chafe protection. The trailer shall conform to all federal and state regulations. A seven-pole light connector will be wired according to ATA code. Air compressor mounted to trailer to be a minimum, 25-CFM @ 175 psi. Fenders are to be steel and are to allow for tire service when trailer is fully loaded. Each fender shall have a rear-facing mud flap. There shall be full air trailer brakes. The system shall comply with Federal Motor Vehicle Safety. Aluminum plate glad hands shall be mounted to the front of the machine. The emergency brake will be red and the service brake will be blue.
- 4.4.14 Trade-In, Unit #4530, Vermeer Model TG 525. Contact LD McGarity @ 207-2078 or Daniel Rios @ 207-6462.

4.4.15 Acceptable Model – Diamond Z Manufacturing, Model DZH 7000 Series.

4.4.16 OPTIONS:

- a) Hydraulic rod puller
- b) Auxiliary hydraulic power unit: power pack auxiliary pump to operator rod pusher, tub fold, conveyor fold and stabilizers without starting the engine.
- c) Three (3) year extended full engine warranty.
- d) Five (5) year extended full engine warranty.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

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

Liquidated Damages for Delay:

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

Cooperative Contract Provisions.

Term Consistent with Cooperative Contract. Notwithstanding anything to the contrary herein, no new orders may be placed hereunder after the expiration or termination of the underlying cooperative contract. Renewals cannot extend beyond the term of the underlying cooperative contract. Extensions cannot extend beyond the term of the underlying cooperative contract.

Contract Documents. The terms and conditions for performance and payment of compensation for this contract are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes:

This Request for Offer, including any attachments identified herein and addenda issued by City prior to acceptance of an offer from Offeror;

Any Purchase Orders Issued hereunder by City of San Antonio ("City"); and

Exhibit I – All applicable terms and conditions of the Cooperative Purchasing Contract number 424-13 through BUYBOARD.

Order of Priority of Contract Documents. Should a conflict arise among the provisions of the contract documents, this RFO and any Purchase Order issued hereunder shall govern over Exhibit I, unless otherwise specifically provided herein.

This RFO includes the following: Instructions to Offerors, General Terms and Conditions, Supplemental Terms and Conditions, Product Specifications and Description of Services, Definitions, Price Schedule, any Attachments identified herein.

Warranty.

The warranty specified in Exhibit 1, if any, 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 RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. 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 EXHIBIT I, OR 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.

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 – Non-Discrimination Ordinance Language

Attachment C – State of Texas Conflict of Interest Questionnaire (Form CIQ) and Office of the City Clerk's Addendum to the State of Texas Form CIQ.

Attachment D – Veteran-Owned Small Business Preference Program Tracking Form

006 - GENERAL TERMS & CONDITIONS

Electronic Offer Equals Original. If Vendor is submitting an electronic offer, 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 RFO 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 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 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.

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 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, 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 DAY 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.

Amendments. Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Vendor. The Director of the Purchasing and General Services Department, or Director's designee, shall have authority to execute amendments on behalf of City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City.

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 the Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

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

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

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

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

INDEMNIFICATION.

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise

of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its 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 CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold 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 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 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, City reserves the right to deduct any delinquent taxes from payments that 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 Amendment 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 an offer, whether electronically or by paper, Offeror represents that:

(s)he is authorized to bind Offeror to fully comply with the terms and conditions of City's Request for Offer for prices stated therein;

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

Offeror 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 offer 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 offer.

Offeror Information

Please Print or Type

Vendor ID No.	TBD
Signer's Name	Samantha Johnson
Name of Business	Bane Machinery, Inc.
Street Address	2449 Manana Drive
City, State, Zip Code	Dallas, TX 75220
Email Address	sjohnson@banemachinery.com / nreagan@banemachinery.com
Telephone No.	214-352-2468
Fax No.	214-352-2460
City's Solicitation No.	6100004312



Signature of Person Authorized to Sign Offer

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 Offer - an RFO in which City will award the entire contract to one offeror only.

Alternate Offer - two or more offers with substantive variations in the item or service offered from the same offeror in response to a solicitation.

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

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

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

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

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

Line Item - a listing of items in an offer for which an offeror is expected to provide separate pricing.

Offer - a complete, signed response to an RFO that, if accepted, would bind Offeror to perform the resultant contract.

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

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

Pre-Submittal Conference - a meeting conducted by City, held in order to allow offerors 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 City's standard purchase order form, and which is the vendor's authority to deliver to and invoice City for the goods or services specified in an RFO for the price stated in vendor's offer.

Specifications - a description of what City requires and what Offeror 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 City.

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

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

009 - ATTACHMENTS

ATTACHMENT A

PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1	1 Each	Shredder/Grinder – Horizontal Type

PRICE EACH: \$ See Addendum 1 Pricing Sheets

TOTAL: \$ _____

YEAR, MAKE & MODEL OFFERED:

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

STANDARD WARRANTY:

OPTION PRICES:

a) HYDRAULIC ROD PULLER: \$ _____

b) AUXILIARY HYDRAULIC POWER UNIT: \$ _____

c) THREE (3) YEAR EXTENDED FULL ENGINE WARRANTY: \$ _____

d) FIVE (5) YEAR EXTENDED FULL ENGINE WARRANTY: \$ _____

WARRANTY SERVICE PROVIDER NAME:

WARRANTY FACILITY ADDRESS:

TRADE-IN VERMEER MODEL TG 525; TOTAL TRADE-IN PRICE: \$ _____

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

(Delivery must be made no later than 180 days after receipt of City's purchase order. See Section 005 Damages for Delay).

PRODUCTION CUT-OFF DATE: _____.

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

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

ITEM	QUANTITY	DESCRIPTION
2	Each	COOPERATIVE FEE

COOPERATIVE FEE EACH: \$ _____

TOTAL COOPERATIVE FEE: \$ _____

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

City of San Antonio
Veteran-Owned Small Business Program Tracking Form

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

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

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

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

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

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

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

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

City of San Antonio
Veteran-Owned Small Business Program Tracking Form

SOLICITATION NAME/NUMBER: 6100004312

Name of Respondent:	N/A	
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	<input checked="" type="radio"/> No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Dollar Amount		

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

City of San Antonio
Veteran-Owned Small Business Program Tracking Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on Veteran-Owned Small Business Program Tracking Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Program Tracking Form may be investigated and I hereby give my full permission for any such investigation. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

BIDDER/RESPONDENT'S FULL NAME:

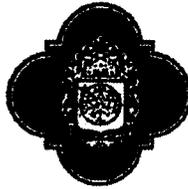
Samantha Johnson
(Print Name) Authorized Representative of Bidder/Respondent


(Signature) Authorized Representative of Bidder/Respondent

Sales Coordinator
Title

05/07/14
Date

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



City of San Antonio

ADDENDUM I

SUBJECT: Request For Offer 6100004312 HORIZONTAL TYPE BRUSH SHREDDER/GRINDER scheduled to open Wednesday, May 7, 2014 date of issue April 24, 2014.

DATE: May 2, 2014

THE ABOVE MENTIONED REQUEST FOR OFFER (RFO) IS HEREBY AMENDED AS FOLLOWS:

1. THE RFO OPENING DATE REMAINS WEDNESDAY, MAY 7, 2014, 10:00 A.M. CENTRAL TIME.

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

4.4	ITEM	QUANTITY	DESCRIPTION
	1	1 Each	Shredder/Grinder – Horizontal Type

Changed to read:

4.4.2 Engine – The engine will be a liquid cooled Tier 4, Interim, or most current available, turbo-charged and air-to-air charge after cooled, producing a minimum 1,000-HP. Engine shall have a double element dry type air cleaner with turbo type pre-cleaner and service indicator, a full flow oil filter, a bypass oil filter, and primary and secondary fuel filters with water separators. An engine protection system will be included to protect against high engine temperature or low oil pressure.

Changed to read:

4.4.6 Fuel Tank – Tank to have capacity for the unit to run minimum of 7-hours at full load, equipped with filter breather, mechanical and electrical gauge. Tank shall be shock mounted, with lockable fuel cap with pre-screened filler neck. Tank shall be located towards the rear of machine providing easy access from one (1) side for fill.

Changed to read:

4.4.12 Hammermill – The hammermill shall be of drum design using hardened hammers. Hammers shall pass through the center drum cylinder, providing a mounting surface at each end of the hammer to attach the two bolt block style cutter. Drum cutting width shall be a minimum 69" inches. Drum speed shall be a capable of a minimum 900 rpm

Changed to read:

4.4.13 Trailer – Trailer shall be a heavy-duty, multiple axle, all steel construction and rated at not less than manufactures GVWR. Premium, self-sealing (Deutsch or equal) connectors must be used for all electrical connections. All wire passing through bulkheads and partitions shall have a rubber grommet for chafe protection. The trailer shall conform to all federal and state regulations. A seven-pole light connector will be wired according to ATA code. Air compressor mounted to trailer to be a minimum, 25-

CFM @ 175 psi. Fender are to be steel and are to allow for tire service when trailer is fully loaded. Each fender shall have a rear-facing mud flap. There shall be full air trailer brakes. The system shall comply with Federal Motor Vehicle Safety. Aluminum plate glad hands shall be mounted to the front of the machine. The emergency brake will be red and the service brake will be blue.

Added:

4.4.16

OPTIONS:

- a) Hydraulic rod puller
- b) Auxiliary hydraulic power unit: power pack auxiliary pump to operator rod pusher, tub fold, conveyor fold and stabilizers without starting the engine.
- c) Three (3) year extended full engine warranty
- d) Five (5) year extended full engine warranty

Changed to read:

ATTACHMENT A

PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1	1 Each	Shredder/Grinder - Horizontal Type
PRICE EACH:	\$ 802,965.00	
TOTAL:	\$ 802,965.00	

YEAR, MAKE & MODEL OFFERED:

2014 Diamond Z DZH7000

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

Caterpillar C27 / Tier IV Interim

WARRANTY

Structural Warranty Expires 1-Year / Unlimited Hours Components Warranty Expires: 6 Months

OPTIONS PRICES:

a) HYDRAULIC ROD PULLER: \$ 10,668.00

b) AUXILIARY HYDRAULIC POWER UNIT: \$ 4,850.00

c) THREE (3) YEAR EXTENDED FULL ENGINE WARRANTY: \$ 3,260.00
 Pricing based on 3-Years or 3,000 Hours with \$500 Deductible
 d) FIVE (5) YEAR EXTENDED FULL ENGINE WARRANTY: \$ 10,340.00
 Pricing based on 5-Years or 5,000 Hours with \$500 Deductible

WARRANTY SERVICE PROVIDER NAME:

Standard Warranty is through Diamond Z

Extended Engine Warranty is through Caterpillar

WARRANTY FACILITY ADDRESS:

Anderson Machinery @ 9415 N.E. Loop 410, San Antonio, TX 78219

ENGINE ONLY w/ Holt Cat @ 3302 S WW White Road, San Antonio, TX 78222

TRADE-IN VERMEER MODEL TG 525, TOTAL TRADE-IN PRICE: \$ 60,000.00

DELIVERY: Delivery will be made within 170 calender days after receipt of purchase order.

(Delivery must be made no later than 180 days after receipt of City's purchase order. See Section 005 Damages for Delay).

PRODUCTION CUT OFF DATE: May 30, 2014

INDICATE THE LAST DAT THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION DATE: May 30, 2014.

BID PRICES SHALL REMAIN FIRM FOR ALL ORDERS PLACED PRIOR TO THIS CUT OFF DATE. IN THE EVENT THAT CITY DOES NOT AWARD A CONTRACT PRIOR TO PRODUCTION CUT OFF DATE, CAN BIDDER PROVIDE VID ITEMS, AT THE BID PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF DATE? The pricing given is good for 45 days.

ITEM	QUANTITY	DESCRIPTION
2	1 Each	COOPERATIVE FEE
COOPERATIVE FEE EACH:	\$0.00	<u>BANE TO PAY BUYBOARD FEE</u>
TOTAL COOPERATIVE FEE:	\$0.00	<u>BANE TO PAY BUYBOARD FEE</u>

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



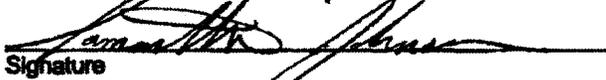
Paul J. Calapa
Purchasing Administrator
Finance Department, Purchasing Division

Date 05-05-2014

Company Name Bane Machinery, Inc.

Address 2449 Marana Drive

City/State/Zip Code Dallas, TX 75220


Signature