

AN ORDINANCE 2012-09-20-0716

AUTHORIZING A CONTRACT WITH KINLOCH EQUIPMENT & SUPPLY, INC. AND INDUSTRIAL DISPOSAL SUPPLY TO PROVIDE THE DEPARTMENT OF PUBLIC WORKS AND AVIATION DEPARTMENT WITH 12 STREET SWEEPERS FOR A TOTAL COST OF \$2,462,374.00, FUNDED BY THE EQUIPMENT RENEWAL AND REPLACEMENT FUND AND THE AIRPORT OPERATIONS FUND.

* * * * *

WHEREAS, bids were submitted to provide the City of San Antonio Public Works and Aviation Departments with 12 street sweepers; and

WHEREAS, the bid submitted by Cooper Equipment Co. for Item 1 failed to meet the City's specifications and/or requirements; and

WHEREAS, Kinloch Equipment & Supply, Inc. was the low responsive bidder for Item 1 for eleven mechanical broom sweepers for a total cost of \$2,306,524.00; and

WHEREAS, Industrial Disposal Supply was the low responsive bidder for Item 2 for a regenerative air sweeper for a total cost of \$155,850.00 **NOW THEREFORE:**

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

SECTION 1. The low, responsive bids from Kinloch Equipment & Supply, Inc. and Industrial Disposal Supply to provide the City of San Antonio Public Works and Aviation Departments with street sweepers for a total cost of \$2,462,374.00 are hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. The bid tabulation sheet and bids are attached hereto and incorporated herein for all purposes as **Exhibit I**.

SECTION 2. It has been found and declared that the low bid from Cooper Equipment Co. for Item 1 failed to meet the City's specifications and/or requirements.

SECTION 3. Funding in the amount of \$2,462,374.00 for this ordinance is available as part of the Fiscal Year 2012 Budget per the table below.

Amount	Fund	Cost Center	General Ledger
\$155,850.00	51001000	3305030005	5709080
\$1,258,104.00	72001000	3503200001	5501050
\$1,048,420.00	11001000	2303010001	5709080
Total Amount: \$2,462,374.00			

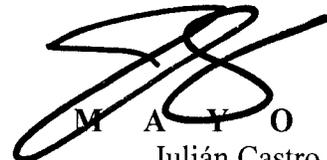
SECTION 4. Payment not to exceed the budgeted amount of \$2,306,524.00 is authorized to Kinloch Equipment & Supply, Inc. and should be encumbered with a purchase order.

SECTION 5. Payment not to exceed the budgeted amount of \$155,850.00 is authorized to Industrial Disposal Supply and should be encumbered with a purchase order.

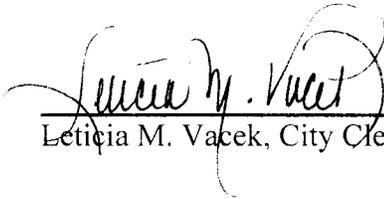
SECTION 6. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, 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 7. 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 20th day of September, 2012.

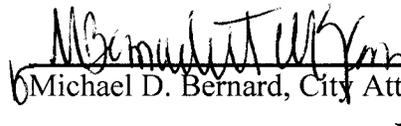

M A Y O R
Julián Castro

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

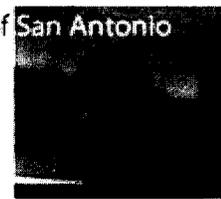


Michael D. Bernard, City Attorney



Request for
COUNCIL
ACTION

City of San Antonio



Agenda Voting Results - 8

Name:	8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 20, 21, 22B, 23, 24, 25, 26, 27, 28A, 28B, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45						
Date:	09/20/2012						
Time:	10:55:21 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing a contract with Kinloch Equipment & Supply, Inc. and Industrial Disposal Supply to provide the Department of Public Works and Aviation Department with 12 street sweepers for a total cost of \$2,462,374.00, funded by the Equipment Renewal and Replacement Fund and the Airport Operations 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				
Leticia Ozuna	District 3		x				
Rey Saldaña	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x			x	
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10	x					

**City of San Antonio
Bid Tabulation**

Opened: July 11, 2012						
For: Street Sweepers		Alternate				
6100001427		DS	Kinloch Equipment & Supply, Inc. 3320 Pasadena Blvd. Pasadena, TX 77503 210-323-2749	Industrial Disposal Supply 1106 Paulsun San Antonio, TX 78219 210-227-3441	Cooper Equipment Co. 17474 Judson Road San Antonio, TX 78247	Cooper Equipment Co. 17474 Judson Road San Antonio, TX 78247
Item	Description	QTY				
1	Turnkey Mechanical Broom Sweeper with Dual Operator Steering Controls Mounted on a Conventional Cab & Chassis Price Each: \$209,684.00 Price Total: \$2,306,524.00 Year, Make & Model of Chassis: 2012 M2 Freightliner Make & Model of Chassis Engine HP: 2012 Cummins ISB 200 Make & Model of Transmission: Allison 2500 Series Warranty on Cab & Chassis: 2 years/unlimited miles Make & Model Sweeper Body: 2012 Elgin Eagle Make & Model Sweeper Engine/HP: 2012 John Deere Model 4024 Warranty Sweeper Body: 1 year Production Cut-Off Date: 12/31/2012 Indicate last day that the City can place the order: 12/31/2012 Can bidder provide bid items after the production cut off date? No Delivery: 90 - 120 Days	11		No Bid	NAS \$199,995.00 \$2,199,945.00 2013 Freightliner M2 Cummins ISB 6.7, 200 H.P. Allison 2500 RDS 6 Speed 2 Yr Schwarze M6000 TE Deutz BFL2011, 75 H.P. 1 yr 12/31/2012 12/31/2012 No 180 Days	No Bid
2	Turnkey Regenerative Air Sweeper with Dual Operator Steering Controls Mounted on a Conventional Truck Cab & Chassis, Minimum 30,000 GVWR Single Axle Price Each: \$173,550.00 Price Total: \$173,550.00 Year, Make & Model of Chassis: 2012 M2 Freightliner Make & Model of Chassis Engine HP: 2012 Cummins ISB 200 Make & Model of Transmission: Allison 2500 Series Warranty on Cab & Chassis: 2 years/unlimited miles Make & Model Sweeper Body: 2012 Crosswind FSX Elgin Make & Model Sweeper Engine/HP: 2012 John Deere 4045TF275/ 115 HP Warranty Sweeper Body: 1 year Production Cut-Off Date: 12/31/2012 Indicate last day that the City can place the order: 12/31/2012 Can bidder provide bid items after the production cut off date? No Delivery: 90 - 120 Days Payment Terms: Net 30 Award: \$2,480,074.00	1		\$155,850.00 \$155,850.00 2013 Freightliner M2-106 Cummins/ISB 6.7/200 HP Allison 2500 RDS 2 years unlimited miles basic vehicle TYMCO Model 600 John Deere Model 4045 T/99 HP 1 year 10/15/2012 10/15/2012 Yes 120 Days Net 30 \$155,850.00	\$160,355.00 \$160,355.00 2013 Freightliner M2 Cummins ISB 6.7 200 H.P. Allison 2500 RDS 6 Speed 2 yr Basic Vehicle & Drive Train Schwarze A7000 John Deere Tier III 4045 T 1n, 115 H.P. 1 yr 12/31/2012 12/31/2012 No 60 - 90 Days Net 30 \$2,360,300.00	\$164,626.00 \$164,626.00 2013 Freightliner M2 Cummins ISB 6.7, 200 H.P. Allison 2500 RDS 6 Speed 2 yr Schwarze A7000 Runway John Deere Tier III 4045 T 1n, 115 H.P. 1 yr 12/31/2012 12/31/2012 No 60 Days Net 30 \$164,626.00
Total Award			\$2,306,524.00	\$155,850.00		



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

FORMAL INVITATION FOR BID ("IFB") NO.: 6100001427

PURCHASE OF STREET SWEEPERS

Date Issued: JUNE 05, 2012

BIDS MUST BE RECEIVED NO LATER THAN:
2:00 PM JUNE 25, 2012

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 STREET SWEEPERS"

Bid Due Date: 2:00 p.m., JUNE 25, 2012

Bid No.: 6100001427

Bidder's Name and Address

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NOT APPLICABLE DBE / ACDBE Requirements: NO

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

Pre-Submittal Conference * YES

* If YES, the Pre-Submittal conference will be held on JUNE 14, 2012 at 10:00 A.M. at BUILDING & EQUIPMENT SERVICES CONFERENCE ROOM, 329 S. FRIO ST. SAN ANTONIO, TX 78207

Staff Contact Person: DEBRA STEVENS, PROCUREMENT SPECIALIST III, P.O. Box 839966, San Antonio, TX 78283-3966.

Email: DEBRA.STEVENS@SANANTONIO.GOV

SBEDA Contact Information: , ,

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No table of contents entries found.

003 - INSTRUCTIONS FOR BIDDERS

Submission of Bids.

Submission of Hard Copy Bids. Submit one original bid, signed in ink, and two copies of the bid enclosed in a sealed envelope addressed to the City Clerk at the address and by the due date provided on the Cover Page. The name and address of Bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any bid or modification received after the time and date stated on the Cover Page shall be rejected.

Submission of Electronic Bids. Submit one bid electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any bid or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

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

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

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

Bidders must sign the Signature Page on hard copy bids and return the IFB document to City. For electronic bids, Bidder's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

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

Certified Vendor Registration Form. If Bidder has not completed City's Certified Vendor Registration (CVR) Form, Bidder is required to do so prior to the due date for submission of bids. The CVR form may be accessed at: <http://www.sanantonio.gov/purchasing/>. Bidders must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

Alternate Bids. Alternate bids may be allowed at the sole discretion of City.

Hard Copy Alternate Bids. Alternate bids must be submitted in separate sealed envelopes in the same manner as submission of other bids. Alternate bids must be marked consecutively on the envelope as Alternate Bid No. 1, 2, etc. Failure to submit alternate bids in separate envelopes may result in rejection of a bid.

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

Catalog Pricing. (This section applies to bids using catalog pricing.)

The bid will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price schedule.

Bidders shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which a bid is submitted. Bidder shall provide said catalog at the time of submission of its bid. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for bids submitted on paper, or PDF file for bids submitted electronically.

Bidders may submit price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date and price schedule. These price lists are subject to approval of City Purchasing & General Services Department.

Specified items identified herein, if any, are for overall bid evaluation and represent the commonly and most used items. Net prices entered for those specified items must reflect the actual price derived from quoted price list less all discounts offered.

Restrictions on Communication.

Bidders are prohibited from communicating with: 1) elected City officials and their staff regarding the IFB or bids from the time the IFB has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the IFB has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the IFB and/or bid submitted by Bidder. Violation of this provision by Bidder and/or its agent may lead to disqualification of Bidder's bid from consideration.

Exceptions to the restrictions on communication with City employees include:

Bidders may ask verbal questions concerning this IFB at the Pre-Submittal Conference.

Bidders may submit written questions, or objections to specifications, concerning this IFB to the Staff Contact Person listed on the Cover Page on or before 7 calendar days prior to the date bids are due. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

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

Bidders and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form(s), if any. The point of contact is identified on the Cover Page. Contacting the Small Business Office regarding this IFB after the bid due date is not permitted. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

If this solicitation contains DBE/ACDBE requirements, bidders and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Lisa Brice, who may be reached via telephone at (210) 207-3505 or through e-mail at lisa.brice@sanantonio.gov. Bidders and/or their agents may contact Ms. Brice at any time prior to the due date for submission of bids. Contacting her or her office regarding this IFB after the bid due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Bidders are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received prior to the conference may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. Call the Staff Contact Person for information on the location of the wheelchair accessible entrance, or to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City.

Changes to IFB.

Changes to this IFB made prior to bid opening shall be made directly to the original IFB. Changes are captured by creating a replacement version each time the IFB is changed. It is Bidder's responsibility to check for new versions

until the bid due date. City will assume that all bids received are based on the final version of the IFB as it exists on the day bids are due.

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

Preparation of Bids.

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

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

Line Item Bids. Any bid that is considered for award by each unit or line item, must include a price for each unit or line item for which Bidder wishes to be considered. All bids are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" bid in the Supplemental Terms & Conditions.

All or None Bids. Any bid that is considered for award on an "all or none" basis must include a price for all units or line items. In an "All or None" bid, a unit price left blank shall result in the bid being deemed nonresponsive and disqualified from consideration. An "All or None" bid is one in which City will award the entire contract to one bidder only.

Delivery Dates. Proposed delivery dates must be shown in the bid form where required and shall include weekends and holidays, unless specified otherwise in this IFB. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the bid. Special delivery instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order.

Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Bidders must not include such taxes in bid prices. An exemption certificate will be signed by City where applicable upon request by Bidder after contract award.

Description of Supplies.

Any brand names, catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate quality and capability desired.

Bids submitted for comparable items must clearly identify the proposed product, model, and type, as applicable, and shall include manufacturer specification sheet(s) for each proposed item with bid response. Product specifications shall be the most current available and be sufficiently detailed and descriptive so as to permit City to determine the item's suitability and compliance with bid specifications. City shall be the sole judge of equality and suitability of comparable items.

Pro-rata adjustments to packaging and pricing may be allowed at the sole discretion of City.

Samples, Demonstrations and Pre-award Testing. If requested by City, Bidder shall provide product samples, demonstrations, and/or testing of items bid to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City's request. Failure to comply with City's request may result in rejection of a bid. All samples (including return thereof), demonstrations, and/or testing shall be at Bidder's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Estimated Quantities for Annual Contracts.

Designation as an "annual" contract is found in the contract's title on the Cover Page of this document. The quantities stated are estimates only and are in no way binding upon City. Estimated quantities are used for the purpose of evaluation. City may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

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

Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this IFB. No plea of ignorance by Bidder will be accepted as a basis for varying the requirements of City or the compensation to Bidder.

Confidential or Proprietary Information. All bids become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Bidder should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Bidder may not be considered confidential under Texas law, or pursuant to a Court order. Note that pursuant to state law, bids are opened publicly and read aloud. In addition, bids are tabulated and posted to the City's website, so shall not be considered proprietary or confidential.

Interlocal Participation.

City may engage in cooperative purchasing with other governmental entities or governmental cooperatives ("Entity" or "Entities") to enhance City's purchasing power. At City's sole discretion and option, City may inform other Entities that they may acquire items listed in this IFB. If this contract will be subject to cooperative purchasing, such fact will be indicated in the Supplemental Terms and Conditions portion of this IFB. Such acquisition(s) shall be at the prices stated in the bid, and shall be subject to Bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid.

Bidder must sign and submit the rider, if attached to this IFB, with its bid, indicating whether Bidder wishes to allow other Entities to use its bid. Bidder shall sign and return any subsequently issued riders within ten calendar days of receipt. Bidder's decision on whether to allow other Entities to use the bid shall not be a factor in awarding this IFB.

Costs of Bidding. Bidder shall bear any and all costs that are associated with the preparation of the Bid, attendance at the Pre-Submittal Conference, if any, or during any phase of the selection process.

Rejection of Bids.

City may reject any and all bids, in whole or in part, cancel the IFB and reissue the solicitation. City may reject a bid if:

Bidder misstates or conceals any material fact in the bid; or

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

The bid is conditional; or

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

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

Variances and Exceptions to Bid Terms. In order to comply with State law, bidders must submit bids on the same material terms and conditions. Bids that contain material variances or exceptions to the terms and conditions, including additional terms and conditions, will be rejected.

Changes to Bid Form. Bids must be submitted on the forms furnished. Bids that change the format or content of City's IFB will be rejected.

Withdrawal of Bids. Bids may be withdrawn prior to the time set for the bid opening. Written notice of withdrawal shall be provided to the City Clerk for bids submitted in hard copy. Bids submitted electronically may be withdrawn electronically.

Bid Opening. Bids will be opened publicly and read aloud at 2:30 on the day the bids are due. Bid openings are held at Purchasing & General Services, Riverview Tower, 11th Floor, 111 Soledad, Suite 1100, San Antonio, Texas 78205.

Evaluation and Award of Contract.

Per Section §252.043 of the Texas Local Government Code, the contract will be awarded to the lowest responsible bidder. The Purchasing Division evaluates bids for responsiveness and the responsibility of the bidder, and makes a recommendation to the City Council. The City Council makes the final determination regarding award.

City reserves the right to make an award on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" bid in the Supplemental Terms & Conditions.

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

City reserves the right to utilize historical usage data as a basis for evaluation of bids when future usages are unable to be determined.

Breaking of tie bids shall be in accordance with the Texas Local Government Code §271.901.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

Inspection of Facilities/Equipment.

Depending on the nature of the IFB, Bidders' facilities and equipment may be a determining factor in making the bid award. All bidders may be subject to inspection of their facilities and equipment.

Prospective bidders must prove beyond any doubt to City Purchasing Administrator that they are qualified and capable of performing the contract's requirements.

Prompt Payment Discount.

Provided Bidder meets the requirements stated herein, City shall take Bidder's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the bid price, either per line item or total bid amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in bid evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the bid price during bid evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

Tabulations. The Purchasing Division will post preliminary tabulations within 7 days of the advertised bid opening. The information on these tabulations will be posted for informational purposes only, and will be posted as read during the bid opening. This tabulation is not a notice of award of the contract. All bids are subject to review for completeness, accuracy and compliance with the terms set forth in the bid documents.

Bid Protest Procedures.

Any bidder who is adversely affected in connection with the solicitation, evaluation, or proposed award of a contract may file a protest with the Director and appeal any adverse decision to the City Manager of the City of San Antonio.

Bidder must deliver a written notice of protest to the Director within 7 calendar days of the posting of the intent to award. If Bidder does not file a written notice within this time, Bidder will have waived all rights to formally protest the intent to award. It is Bidder's responsibility to check the City's website posting.

Debriefing. Debriefing of contract award is available upon request and after award of the Contract.

Prohibited Financial Interest. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City

or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Conflict of Interest. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205." Bidder should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your sealed bid. The Purchasing Division will not deliver the form to the City Clerk for you.

004 - SPECIFICATIONS / SCOPE OF SERVICES

SCOPE OF SERVICE: Vendor shall provide eleven (11) turnkey mechanical broom sweepers with dual operator steering controls mounted on a conventional truck cab & chassis, minimum 33,000 GVWR single axle, Maximum 139" wheelbase, and one (1) turnkey regenerative air sweeper with dual operator steering controls mounted on a conventional truck cab & chassis, minimum 30,000 GVWR single axle as described in these specifications. This equipment will be utilized by the Department of Public Works for City wide street sweeper services and the Aviation Department for runway sweeping.

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

1. All components shall be installed new, unused, standard production model, and equipment is to be serviced in accordance with manufacturer's recommended pre-delivery check list, and ready for operation upon delivery, and shall include all manufacturers' standard equipment unless otherwise specified or replaced herein. Manufacturer's Statement of Origin (MSO) and completed pre-delivery checklist will be required at delivery. Equipment offered by Vendor will be considered unacceptable if for any reason its long term availability on the U.S. Market or in the local area is in doubt.
2. Warranty - Dealer and manufacturer shall provide the current standard manufacturer's warranty, as a minimum, parts and service included, for equipment and attachments supplied. All warranties must be a minimum of twelve months. Warranty time will start the date the vehicle is placed in service, not on the date the vehicle is delivered. The dealer will be notified by letter of the in-service date of each unit by serial number. Such parts and service must be available within 10-mile radius of Bexar County from and by a factory authorized dealer. Bid submitted by dealer located outside Bexar County will include a signed agreement with a factory authorized dealer located within 10-mile radius of Bexar County, providing warranty, parts and service for items offered. All warranty repairs shall be completed within two days from the date equipment is delivered to the vendor unless otherwise approved by the appropriate City of San Antonio maintenance supervisor. **Certain parts must be carried in stock by authorized dealer located within 10-mile radius of Bexar County at all times. These parts shall consist of normal wear and tear maintenance items such as gaskets, seals, bearings, filters, circuit breakers, hoses, nozzles, main and side brooms, belts, and curtains. Parts not carried or available in stock shall take no more than 48 hours to acquire and have available for use.**

LOCAL AUTHORIZED FACTORY DEALER FOR CAB & CHASSIS

NAME: FREIGHTLINER OF SAN ANTONIO, LTD

ADDRESS: 8700 IH 10 EAST CONVERSE, TX 78109

LOCAL AUTHORIZED FACTORY DEALER FOR SWEEPER BODY

NAME: DOUGLAS BROTHERS TRUCK CENTER

ADDRESS: 8817 EAST IH 10 CONVERSE, TX 78109

Delivery - All deliveries are to be made inside the City limits of San Antonio within **120 days** of issuance of City's purchase order. Vendor must deliver equipment to a location specified by Fleet Acquisitions at (210) 207-4603. **Delivery to a non-specified location may 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 with more than 200 miles accumulated on the odometer will not be accepted. All vehicles are required to have a full tank of fuel and all additional fluids, to include DEF when delivered to City specified location.

The Manufacturer's Statement of Origin (MSO), Dealer Temporary license plates/tags, proper invoice detailing PO number and line item, and signed 130U form are required upon delivery of each unit and are required before payment can be processed. All equipment over 10,001 GVWR will require a certified weigh ticket upon delivery. The absence of any of these items will delay the payment process.

All cab & chassis's are to be equipped with rubber or vinyl flooring.

All units to be equipped with safety equipment as required by the Federal Government.

Any diesel engine being bid must conform to latest NOx EPA-2010 emission standard in effect at the time of offer without the benefit of averaging, banking, trading, or emission credits. Engines meeting EPA 2010 emissions standards by use of manufacturer's EPA credits will not be accepted. Vendor must supply a copy of the EPA Certificate of Conformity for 2010 with its offer.

Vehicles to be equipped with OEM tinted glass and current State Inspection Sticker.

Vehicles shall not bear or display dealership nameplates, markings or decals will be permitted on the vehicles.

ITEM	QUANTITY	DESCRIPTION
1	11 Each	Turnkey Mechanical Broom Sweeper W/Dual Operator Steering Controls mounted on a Conventional Cab & Chassis

CAB AND CHASSIS SPECIFICATIONS:

- 1. CHASSIS** - Chassis shall be conventional design with 33,000 GVW rating. Wheelbase shall be not more than 139 inches. Cab to axle to accommodate vertical exhaust with Diesel Particulate Filter. Chassis shall include front tow hooks. One- (1) 50-gallon fuel tank shall be shared by both engines and shall be easily accessible without raising or shifting any components. A fuel gauge, in cab, shall be supplied. Sight tube is not acceptable.
- 2. CHASSIS ENGINE** - Truck engine shall be turbocharged diesel, 200 Hp @ 2400 RPM, 520ft-lbs. @ 1600 RPM. Truck engine shall be equipped with a single vertical exhaust system with Diesel Particulate Filter. The cooling system shall be protected to -34 F. Engine shall be equipped with single stage dry-type air cleaner with safety element, spin-on fuel filter, full flow oil filter, and heated fuel/water separator with in-cab. Engine shall be equipped with block heater. Radiator fan shall be viscous drive type.
- 3. TRANSMISSION, AXLES, WHEELS & BRAKES** - An Allison 2500 Series (or approved equal) automatic transmission with oil heavy duty oil cooler shall be provided. An external spin on transmission oil filter is to be included with the Allison transmission. The 2-speed rear axle shall have a ratio of 6.17/8.40:1 for proper sweeping speeds. The 12,000 lb. front axle shall be equipped with 12000 lb. Taper leaf springs and shock absorbers. The 21,000 lbs rear axle air spring suspension will be required. No Exceptions to this requirement. (Arvin-Meritor RS21-230 axle with Hendrickson TAS -21 Air Suspension or equal). The system must have automatic height control valves on the drive axle to maintain ride height during transport and have a minimum capacity of 21,000 lbs. The system shall allow the automatic release of air from the air spring to hard rubber bisques to allow for solid axle performance during sweeping operations and full stability while dumping at minimum to full dumping height. Control of the air spring rear suspension shall be by a single transport/sweep switch on the control console. For safety and to allow the emergency interchange of tires at a job site and front and rear tires and rims shall all be interchangeable. Tires shall be tubeless radial tires 14 ply 11R22.5 "G" load rated. The rear axle shall include dual tires for load capacity; singles will not be acceptable. Rims shall be 8 hole steel hub piloted 22.5 x 8.25. Brakes shall be full anti-lock air brakes with an 18.7 CFM capacity compressor, and with automatic slack adjusters. Air system shall include a heated air dryer with automatic moisture ejector. Parking brake shall be spring applied rear wheel drum and shoe.
- 4. CAB** - Maximum visibility, forward line of sight from the chassis front bumper to the point on the ground visible to the operator shall not exceed 8 feet for an SAE 98th percentile size operator. Steering shall be full power with dual operator controls. Each steering column shall have tilt and telescopic adjustment. Seats shall be adjustable, covered with cloth for air circulation and include 3 point seat belts. Sweeper shall include two (2) outside west coast type mirrors with lower 8 inch convex lens for easy viewing of the side broom during sweeping. To maximize operator visibility of the curb and sweeping gear, 8" convex outside right hand and left hand fender mirrors shall be mounted forward of the front wheels. Hydraulic functions shall be controlled by rocker switches located in the cab mounted control panel. For safety during night sweeping, switches shall be illuminated so that they can be readily identified without the use of the cab dome light. Switches shall be clearly identified by name and symbol. Cab interior environment shall be fully air-conditioned including a fresh air heater/ventilator/defroster. Cab shall have full flow through ventilation for optimal temperature control and operator comfort. Wipers shall have intermittent feature. Interior of cab shall have acoustical insulation for low operating noise, automotive type trim, and center sweeper

console. Dash shall be faced with soft molded plastic. All glass shall be tinted safety glass. Each operator position shall have adjustable sun visor. Doors shall be keyed alike locks. Door windows shall be roll up type. Side windows shall have defogger. Cab shall include 12V power supply. Cab shall include a radio installation package with pre-wiring for speakers, antenna and radio power. Speakers and antenna shall be included.

5. **INSTRUMENTS** - Chassis left side operator instrument panel shall be chassis OEM, full vision illuminated with tachometer, speedometer, odometer, trip odometer, fuel gauge, water temperature gauge, air pressure gauge, and volt gauge. Chassis right side operator instrument panel shall be chassis OEM, full vision illuminated with tachometer, speedometer, odometer, trip odometer, fuel gauge, water temperature gauge, air pressure gauge, and volt gauge. Chassis gauges shall include speedometer, odometer, coolant temperature, tachometer, voltmeter, oil pressure, fuel level and air pressure. Chassis engine instruments shall include warning light and chime for low coolant level and high coolant temperature to warn the operator of a potential problem before any damage to the engine occurs. Console shall have left/right primary driver switch. Truck instruments shall include warning lights for battery, and cab latch to make sure the cab is locked in position. Sweeper engine instruments shall include tachometer, hour meter, oil pressure, fuel, voltage, and coolant temperature for complete information for the operator on the condition of the auxiliary engine. Instruments shall include an auxiliary engine air intake restriction indicator mounted in the fixed console, for ease of maintenance, and a body "full load" indicator to notify the operator the body is fully loaded. Dash, all console switches including transmission controls and all gauges shall be illuminated.
6. **ELECTRICAL** - Batteries should be located in an enclosed accessible environment for long life and ease of service. Chassis shall have two (2) maintenance free batteries rated at not less than 1850 CCA total, 12 volt. Chassis engine shall have a 160 amp alternator. Chassis lighting shall include sealed multi-beam halogen head-lights, stop lights, tail lights, backup lights, license plate lights, clearance lights, signal lights, illuminated gauges and instrument panel, and directional lights with hazard switch.
7. **CHASSIS ACCESSORIES** - An AM/FM radio with CD player must be added to the truck. LED rear brake, turn, and tail lamps provide a high degree of lamp visibility as well as significantly longer service life. These LED lamps are designed to have a usable life of up to 100,000 hours. Left and Right fender mounted stainless steel 8" convex mirrors are provided to increase operator visibility.

SWEEPER BODY SPECIFICATIONS:

1. **SWEEPER ENGINE** - Diesel engine shall have 4 cylinders, Turbocharged.
Horsepower rating shall be not less than 49 HP @ 2800 RPM, torque 127lb-ft @1680 RPM (John Deere or equal). Engine shall be equipped with a full flow oil filter, heavy duty two stage dry element air cleaner with safety element, fuel filter, and fuel/water separator.

Engine shall be protected by a 70/30 mixture anti-freeze/water for cold weather storage and or operation to -30 degrees F (-34C). Engine, radiator and all auxiliary engine driven devices shall be isolation mounted through a dedicated engine frame. Engine shall be equipped with a cab mounted filter restriction indicator. An automatic auxiliary engine shutdown shall be included which protects against damage when high coolant temperature, low oil pressure or low hydraulic oil level occurs. In-cab sweeper console mounted alarm and indicator lights for high coolant temperature, low auxiliary engine oil pressure and low hydraulic level with auto shutdown.
2. **SIDE BROOMS TRAILING ARM DESIGN** - A hydraulic motor directly mounted to the broom disc plate shall drive each side broom. Do to curb and obstructions in the roadway a trailing arm design must be supplied with vertical digger brooms. A forward facing digger type arm assembly will not be acceptable. Side brooms shall be 42-inch diameter minimum, protruding not less than 13 in. beyond the outside of the tire of the chassis while sweeping. Full sweeping path of 120 inches with both brooms in working position. To hold broom pattern regardless of up and down motion, arm suspension design shall be the parallelogram type. Broom down pressure shall be adjustable by the operator from the cab while moving or stationary. Broom shall consist of five (5) plastic segments, filled with 26 inch long tempered steel wire. To provide flexibility for varying sweeping conditions, broom speed shall be variable, 90 RPM to 160 RPM, by the operator from the cab while moving. Broom rotation, forward or reverse, shall be selectable without leaving the cab. Each broom shall have a work light for night operation. Broom rotation shall stop and raise automatically, when transmission is placed into reverse or when the sweeper is put in transport mode or stationary. Electrically operated tilting mechanism allows operator to change inward/outward tip of the right Side broom. Angle can be changed from the cab while sweeping. This allows efficient sweeping of irregular surface that could require special manual setting. Electrically operated tilting mechanism allows operator to change inward/outward tip of the left and Right Side broom. Angle can be changed from the cab while sweeping. This allows efficient sweeping of irregular

surface that could require special manual setting.

3. **MAIN BROOM** - The main broom shall be not less than 60" inches long and not less than 35 inches in diameter. A hydraulic motor directly mounted to the broom core shall drive the broom. Chain and Sprocket design is not acceptable due to maintenance. To provide flexibility for varying sweeping conditions, broom speed shall be variable, 80 RPM to 140 RPM, by operator from cab while moving. Main broom down pressure shall be adjustable by the operator from the cab while moving. Main broom shall be prefab disposable type, filled with polypropylene. Main broom shall be double wrapped at both ends. Sweeping path shall be not less than 10 feet wide with right and left side broom activated. For safety, main broom shall automatically stop and raise when transmission is placed in reverse. Shall be equipped with a steel main broom hood to only prevent material from being over thrown into following traffic and also be capable of channeling over throw back into the dirt chamber. Plastic hood is not acceptable do to debris exposure and cracking. Main broom shall be pneumatically raised and lowered.
4. **CONVEYOR** - Conveyor shall be able to load hopper to 100% of rated useable capacity. Conveyor rotation, forward or reverse, shall be selectable rotation without leaving the cab. To maintain Heavy loads of material the conveyor shall be high strength belt type with molded full width cleats to carry material to the hopper. Squeegee type flight system that drags material will not be acceptable. Conveyor speed shall be variable from the cab. Conveyor shall be reversible in direction without stopping or reversing any broom. Conveyor shall be capable of effectively sweeping debris of varying sizes (from large bulky trash 9 inches in height to fine sand) without the need to make any adjustments to the conveyor system. To provide proper clearance, the lower portion of the conveyor shall be capable of raising 9 inches while sweeping for any type of material, no exceptions. To reduce wear on all conveyance components, a conveyor belt having molded cleats must carry, not drag, debris to the hopper. For safety, conveyor shall automatically stop and raise when transmission is placed in reverse or when the sweeper is put in transport mode. In-cab dash mounted audio and visual alarm to indicate if the conveyor stalls.
5. **HOPPER** - For safety, the hopper shall be right side dumping, allowing an operator to observe the dump target and surrounding area at all times from the cab, without the use of mirrors. Hopper floor shall be constructed of 7 gauge steel. Hopper door, sides and top must be a minimum of 11 gauge steel. Hopper volumetric capacity shall be not less than 4.5 cubic yards. Useable capacity not less than 3.3 yards. A hopper inspection door shall be supplied. Hopper shall dump at varying heights ranging from 38 inches through a height of 10 feet as measured at the lowest point under the open hopper chute. Fixed height dump systems are not acceptable. Hopper shall be able to tilt (dump) to an angle not less than 50 degrees to ensure complete removal of all debris. Lift mechanism shall be double stage; scissors lift system utilizing two hydraulic cylinders with a bore of not less than 3.5 inches and a stroke of not less than 33.5 inches. Lift capacity shall be not less than 11,000 lbs. Hopper dump mechanism shall utilize two hydraulic cylinders with a bore of not less than 3.5 inches and a stroke of not less than 19.8 inches. Maximum time for full height lift and dump cycle shall not exceed 70 seconds. Hopper to hydraulically side shift toward hopper receptacle not less than 11 inches for dumping efficiency. When dumping hopper, the minimum clearance required between sweeper and debris receptacle shall not be less than 28 inches.
Due to high wind conditions long dump doors that restrict full dumping angle of 50 degrees into a receptacle at any height will not be allowed. Hopper load shall be visible at all times from the cab through a front facing hopper window and an upward facing skylight. To extend wear life, all scissors lift joints shall be self lubricating bronze bearings. For safety, apparatus shall have an interlock to prevent dumping hopper without engaging the park brake. Sweeper shall not require jack stands and/or outriggers to stabilize chassis during dumping cycle.

Units requiring this stabilization are not acceptable. Sweeper shall include toolbox that can accommodate general supplies as well as long handled tools such as brooms and rakes.

6. **SPRAY WATER SYSTEM** - Tank capacity shall be not less than 280 U.S. gallons. Tank shall be constructed of non-rusting material. Pump shall be centrifugal type capable of running dry indefinitely without damage. Pump shall be aluminum. Pump shall not contain ferrous parts in contact with water. Water system shall be equipped with 3 spray nozzles on each side broom, three spray nozzles on a rear spray bar. Rear spray bars shall be constructed of non-ferrous components to prevent contamination. Water to each area, side broom left or right or rear spray bar shall be controlled in the cab by electrical activation switches. Water flow control valves shall be non-ferrous heavy-duty "agricultural" type. A low water indicator light shall be located within the cab. Sweeper shall be equipped with an automatic internal hopper/conveyor flush and wash down system. System shall include a manual bypass valve to divert hydrant water into system without necessitating filling of water tank. Bypass valve shall be located on the curb side of the vehicle. Water fill hose shall be not less than 16 feet 8 inches in length, equipped with 2-1/2 inch NST hydrant coupler. An in-line water filter shall be provided with the fill hose to prevent contaminants from entering the water tank. To prevent the contamination of the water supply, tank shall be equipped with an anti-siphon device Compliant to American National Standard Air gaps in plumbing systems ASME A112.12-1991. Cab controlled front water spray bar assists with wetting down debris under extremely dusty conditions. Four removable brass nozzles mounted under the front bumper of the truck on copper pipe keep the system corrosion resistant.

7. **HYDRAULIC SYSTEM** - Reservoir capacity shall be not less than 21 gallons with outside level indicator. Pump shall be three sections, directly driven. To prevent contamination of the reservoir during the dump cycle, the reservoir vent shall be equipped with 10 micron, spin on filter. To prevent the possibility of contamination and the resulting damage to the hydraulic system, return lines for drive shall have a 10-micron full flow filter with bypass. Cab mounted restriction indicator shall light before bypass begins. To prevent contamination when adding hydraulic fluid, all oil added must pass through a 10 micron filter located within the fill spout. For ease and accuracy of testing, all circuits shall have quick-disconnect check ports. To minimize environmental damage caused by leaking fittings, all high pressure fittings shall be flat-face "O" ring type. Other systems shall not be acceptable.
8. **PNEUMATIC SYSTEM** - The pneumatic system shall have DOT fittings. There shall be a PR4 type pressure protector for the chassis air system to protect the chassis air system. A separate air tank for all sweeper air components shall be provided. All pneumatic cylinders shall be interchangeable. All pneumatic cylinders must be rated to 150 PSI and have a separate rod seal and wiper to prevent contamination entering the cylinder.
9. **ELECTRICAL SYSTEM** - Sweeper electrical system shall be independent from the chassis electrical system. Sweeper shall have an electronic back-up alarm for additional warning and safety when chassis is in reverse. Sweeper lighting shall include rear identification lights, side broom and rear clearance lights. Sweeper wiring harnesses shall be color-coded and hot stamped with appropriate word designation labeled every four inches, i.e. "Ignition", "Side Broom" on each wire. For safety, all electrical circuits must be protected by circuit breakers or fuses. Sweeper electrical system shall be independent from the electrical system of the chassis.

Sweeper engine shall have one (1) 925 CCA, 12 volt battery. Sweeper engine shall have a 120 amp alternator. Sweeper shall have an electronic back-up alarm for additional warning and safety when chassis is in reverse. Sweeper lighting shall include rear identification lights, side broom and main broom spot lights and rear clearance lights. Sweeper warning lights shall include hydraulic filter restriction, air filter restriction, low spray water, hopper up, hopper

full load and voltage. Sweeper wiring harnesses shall be color-coded and hot stamped with appropriate word designation labeled every four inches, i.e. "Ignition", "Side Broom" on each wire. For safety and to avoid damage to the main broom, side broom and elevator, all sweeping components shall automatically raise when transmission is put into reverse. For safety, all electrical circuits must be protected by circuit breakers or fuses. A Federal Signal strobe light and arrow board shall be provided. A special metal construction shall be supplied to protect the rear beacon or strobe light. Wiring and mounting provisions for a beacon or strobe light to the hopper assembly and to the rear engine compartment door panel shall be provided. Rear Flood Light Left Hand Side shall be provided. Sweeper shall have "resume sweep after transport" capability that can be activated by a toggle switch located on the fixed operator control console.

10. **CONTROLS** - All sweeper controls shall be mounted on a fixed central console located between the left and right operators position. The controls shall include all sweep, hopper, elevator, and lighting functions and shall all be located on the fixed operator control console. The controls for sweep, spray water, and lighting functions shall be conventional rocker switches. 'Membrane' or touch pad switches are not acceptable.
11. **SWEEPER INSTRUMENTS** - Sweeper engine instruments shall include tachometer, hour meter, oil pressure gauge and lamp, low coolant level lamp, voltage, auxiliary engine running lamp, coolant temperature gauge and lamp, air filter restriction indicator for complete information for the operator on the condition of the auxiliary engine. Sweeper instruments shall include main broom down pressure, hydraulic filter restriction indicator, sweeper out of level indicator, spray water indicator, a "raised" hopper indicator and a "full" hopper indicator to notify the operator of hopper conditions. Two in-cab sweeper console mounted gauges that indicate the air pressure being used to hold the side brooms in its down position shall be supplied. There shall be one gauge for each side broom. An in-cab mounted gauge to indicate the water level in the water tanks.
12. **PAINT** - All visible exterior metallic surfaces shall be coated prior to assembly with polyester powder coat. The paint must be a minimum of 2 mils thick. The uses of acrylic enamels and/or polyurethane are not acceptable. Color shall be the manufacture's standard color of "White".

Vehicle shall have an accent color of Grey on the lower portions of the unit.

13. **MANUALS** (minimum 2 sets of each) - An operation manual shall be provided. A (Sweeper Body) Maintenance and Service Manual shall be provided. A parts manual shall be provided. A Chassis operator's manual shall be provided.

14. **WARRANTY** - Manufacturer's warranty shall be not less than one (1) year on entire sweeper, including all parts and labor. Manufacturer's warranty shall be as stated by the chassis manufacturer on the chassis including all parts and labor. Bidders submitting literature stating warranties which do not fully comply with warranty requirements of this specification must submit a letter from the manufacturer certifying warranty compliance as an integral part of their proposal. Failure to comply may cause the proposal shall be deemed "non-responsive" and rejected without further review.
15. **TRAINING** - A qualified technician shall provide complete training to personnel. Training shall include safety, operation, maintenance and service. Training shall be provided within 30 days of delivery of first unit. Training shall be provided at City owned or leased property designated at time of delivery. Training shall consist of a minimum three (3) eight (8) hour days.
16. **DELIVERY** – Sweeper shall be delivered F.O.B. City of San Antonio in new operating condition.
17. **QUALITY** - Sweeper shall be manufactured by a company with a registered quality standard no less than ISO 9001.
18. **SWEeper ACCESSORIES** – Each unit shall be provided with the following extra part or accessories: (Chevron belt, set of carbide dirt shoes).

ITEM	QUANTITY	DESCRIPTION
2	1 Each	Turnkey Regenerative Air Sweeper with Dual Operator Steering Controls Mounted on a Conventional Truck Cab & Chassis, Minimum 30,000 GVWR Single Axle

SPECIFICATIONS: CAB & CHASSIS - Shall be Conventional Style

1. **ENGINE** – Engine shall be a turbo-charged diesel engine with a minimum displacement of 409 cubic inches. Horse power shall be a minimum of 200 hp. at 2400 RPM, with a minimum torque rating of 520 LB/FT at 1800 RPM. Oil filter shall be full-flow, spin on type. Include a two stage, heavy duty dual element dry-type air cleaner with restriction indicator. Engine shall have an automatic shutdown with 30 second delay and warning light and buzzer for low engine oil, high coolant temperature, and low coolant level. Shutdown system shall include automatic override.
2. **Chassis engine** to share a minimum 50 gallon fuel tank with the auxiliary engine. Include fuel/water separator and fuel filter. Shall have a minimum 6 gallon DEF tank
3. **Transmission** – Shall be heavy duty Allison 2500 RDS, or proven equal electronic 5-speed automatic. Include oil filter mounted on transmission and include oil temperature gauge in dash.
4. **Steering** – Chassis to include dual steering with accelerator and brake controls, turn signals and all other controls necessary for operation. Both driving positions to have power steering, cruise control and tilt.
5. **Axles** – Front axle to be minimum 10,000 lbs. with a minimum 12,000 lbs. spring suspension and include shock absorbers. Rear axle to be minimum 23,000 lbs with air spring suspension of at least 23,000 lbs. Rear axle to be two speed with ratios of 6.17/8.40 :1.
6. **Brakes** – Service brakes to be full air with 18.7 cfm air compressor with auto slack adjusters front and rear. Four (4)-channel anti-lock brake system shall be provided. Include dust shields front and rear with outboard drums. Front brakes to be minimum 15" X 4", Rear minimum 16.5" X 7". All air reserves to have twist type drain valves. Include spring set, air release parking brake.
7. **Wheelbase** – Wheelbase to be minimum of 152" inches.
8. **Electrical** – 12 volt system with two maintenance free batteries that provide at least 1850 CCA total. 160 AMP alternator minimum to be provided.
9. **Tires and Wheels** – Wheels to be 10 hole disc hub piloted 22.5 X 8.25 minimum. Tires to be minimum 11R 22.5, 14 ply.

10. **Cab** – OEM air conditioning, heat and defrost is required. Cab shall have driver and passenger air high back adjustable seats with lumbar support. Vinyl seat covers, and seat belts are required. OEM tinted windows all around. Dual sun visors, dome light, 12 Volt power outlet, dual west coast mirrors with convex mirrors, roll down door windows, grab handles on both sides of chassis, 2-speed windshield wipers and washer. Minimum AM/FM/CD radio to be provided. Chassis shall have air horn. Include speedometer, tachometer, oil pressure, water temperature, air pressure for brakes, voltmeter, fuel and transmission temperature at both driving positions. Include engine hour meter. Door and ignition locks to be keyed alike.
11. **Chassis and sweeper** to be painted yellow.

SPECIFICATIONS: SWEEPER BODY

1. **Sweeper Engine** – An auxiliary water cooled turbo charged diesel engine shall be provided to power the sweeper. Minimum horse power rating of 99 hp. at 2,400 RPM and a minimum displacement of 275 cubic inches. Engine to be equipped with full flow spin-on oil filter, fuel water separator and fuel filter. Wet sleeve type cylinder construction is required. Unit shall have a heavy duty two-stage dry type air cleaner with centrifugal pre-cleaner and air filter restriction indicator. A 12 volt electrical system with a minimum 65 amp alternator is required. Injector pump shall have centrifugal type variable speed governor for speed control. Sweeper auxiliary engine to share a minimum 50 gallon fuel tank and batteries with chassis engine. Unit shall have an automatic shutdown system when coolant temperature is too high, coolant level is too low or oil pressure is too low.
2. **Dust Separator** – A centrifugal dust separator shall be supplied inside hopper to remove airborne dust from the air stream. The dust separator shall be designed so that it will not plug with normally encountered debris. The dust separator shall include cleanout door for inspection and cleaning.
3. **Hopper** – The hopper volumetric capacity shall not be less than 7.3 cubic yards with an operating load capacity of not less than 6 cubic yards. Dumping shall be accomplished by means of hydraulic actuated cylinders attached to a raker bar moving inside hopper, or by a tilting type hopper with a tilt angle of 53 degrees. Controls to be inside and outside for easy access. The hopper dump door to be opened, closed and locked hydraulically. Large inspection doors provided on left and right side of hopper. Hopper shall be airtight through the use of rubber seals on all doors and openings. Include two work lights at rear of hopper to illuminate the dump area. Include amber strobe light with limb guard mounted at the top rear of the hopper. Include two rear high mounted yellow or amber flashing lights. Hopper interior to be coated with anti-wear/anti-seize coating.
4. **Hydraulics** – Hydraulic power shall be used to operate all broom rotation and lifting functions. A gear driven pump with 25 gallon tank with spin-on filters and includes tank level indicator and temperature indicator. A 12 volt DC hydraulic back-up system shall be provided which may be used to operate all hydraulic functions without starting the auxiliary engine.
5. **Blower** – A heavy duty steel or aluminum turbine type blower that is balanced to within 4 grams shall be provided to create air pressure and suction. Blower to belt driven by the auxiliary engine, and have a minimum 25,000 CFM rating. Blower housing to incorporate a replaceable rubber lining on the inside of the housing.
6. **Pick Up Head** – A spring balanced all steel fabricated pick up head with dual chambers where pressurized air is blasted from one chamber to the road surface. The blast orifice to be angled towards the suction side of the pickup head for smooth transfer of debris. Pressure hose shall be 14" diameter minimum.
7. **Lateral Blast Nozzle** – Cab control capable of diverting 100% of blast air to the left side of unit through nozzles. The air velocity shall be adequate to move deposits after sand and dust storms, puddles of water and grass cuttings a minimum of 60 feet.
8. **Gutter Broom** – A single gutter broom is required for the right side of unit. Minimum 43" diameter, poly filled vertical digger type gutter brooms for removing debris from gutter area. The gutter broom to be hydraulic motor driven and shall be positioned laterally and vertically by a hydraulic cylinder and springs. The gutter broom shall have an

adjustment to allow downward compensation for bristle contact, pattern and wear and shall be full floating to follow street contour. The gutter broom shall have lateral flexibility to swing 15" when encountering the impact of an immovable object, avoiding damage to the broom assembly. The gutter broom to include hydraulically actuated tilt. Include an electric lock valve to hold the gutter broom up or in travel position. All controls for gutter broom to be located in cab.

9. **Dust Control Water System** – Water tank to minimum of 220 gallon and built from polyethylene for strength and corrosion resistance. Water system to have cleanable filter located between tank and water pump. Water spray to be supplied by an electric or belt driven pump that will automatically disengage when the water supply is depleted. An in-cab low water indicator shall be provided. A minimum 25 foot long fire hydrant fill hose shall be provided with 2.5" NST coupling to fill water tank. A minimum 2 inch air gap shall be provided between water fill tube and water tank. Hydrant hose shall include a hydrant wrench and hose storage rack. Water spray nozzles to be located at the pick up head, inside the hopper, at the gutter broom and inside the suction tube (suction tube nozzle optional). System shall include a high pressure/high volume hopper deluge with conical nozzles to facilitate a quick cleanout. Deluge system shall be mounted on the inside of the rear door of the sweeper. A high pressure/low volume washdown system shall be supplied and shall include a 25" high pressure hose, belt or hydraulically driven pump and hand wand with a 36" lance. System shall be a minimum of 1500psi with 3GPM.
10. **Hand Hose** – Sweeper to have an auxiliary hand hose for cleaning remote areas inaccessible to the sweeping head and for cleaning out catch basins. The hand hose shall be minimum 8 inch diameter and at least 10 feet long with 52 inch long collection nozzle. Shall be suspended with a hydraulic boom with storage at rear of the unit.
11. **Operating Controls** – Sweeper shall be equipped with dual steering and controls for left or right hand operation. Dual steering to be installed by chassis manufacturer, not sweeper manufacturer. All controls for auxiliary engine, gutter brooms, water system, lights, dump system to be mounted in cab and easily reached from both operator stations. All gauges and switches to be lighted.

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.

INSURANCE

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

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

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

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	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
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

Bidder agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Bidder herein, and provide a certificate of insurance and endorsement that names Bidder and City as additional insureds. Bidder 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). Bidder 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. Bidder shall pay any costs incurred resulting from said changes.

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

Bidder 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, Bidder shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Bidder'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 Bidder'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 Bidder to stop work hereunder, and/ or withhold any payment(s) which become due to Bidder hereunder until Bidder demonstrates compliance with the requirements hereof.

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

It is agreed that Bidder'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.

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

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

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

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

Invoicing and Payment.

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

Information Required On Invoice.

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

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

Payment by City.

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

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

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

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

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

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

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

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

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

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

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

Termination.

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

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

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

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

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

INDEMNIFICATION.

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

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

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

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

Records Retention.

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

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

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

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

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

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

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

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

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

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

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

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

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

007 - SIGNATURE PAGE

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

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

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

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

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

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

Bidder Information

Please Print or Type

Vendor ID No.

1008337

Signer's Name

BRIAN GRABOW

Name of Business

KINLOCH EQUIPMENT & SUPPLY INC.

Street Address

3320 PASADENA BLVD.

City, State, Zip Code

PASADENA TX 77503

Email Address

B.GRABOW@KINLOCHEQVIA.COM

Telephone No.

210-323-2749 OR 713-473-6215

Fax No.

713-473-7858

City's Solicitation No.

6100001427



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

PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1	11 Each	Turnkey Mechanical Broom Sweeper W/Dual Operator Steering Controls mounted on a Conventional Cab & Chassis

PRICE EACH: \$ 209,684.00

YEAR, MAKE & MODEL CAB & CHASSIS: 2012 M2 FREIGHTLINER

MAKE & MODEL OF CHASSIS ENGINE/HP: 2012 CUMMINS ISB 200

MAKE & MODEL OF TRANSMISSION: ALLISON 2500 SERIES

WARRANTY ON CAB & CHASSIS: 2 YEARS / UNLIMITED MILES

MAKE & MODEL SWEEPER BODY: 2012 ELGIN SABLE

MAKE & MODEL SWEEPER ENGINE/HP: 2012 JOHN DEERE MODEL 4024

WARRANTY ON SWEEPER BODY: 1 YEAR

PRODUCTION CUT-OFF DATE: 12/31/12

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 12/31/12

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? NO

*ALL WARRANTIES MUST MEET OR EXCEED THE WARRANTIES REQUIRED IN SECTION 004 - SPECIFICATIONS/SCOPE OF SERVICES.

PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
2	1 Each	Turnkey Regenerative Air Sweeper with Dual Operator Steering Controls Mounted on a Conventional Truck Cab & Chassis, Minimum 30,000 GVWR Single Axle

PRICE EACH: \$ 173,550.00

YEAR, MAKE & MODEL CAB & CHASSIS: 2012 M2 FREIGHTLINER

MAKE & MODEL OF CHASSIS ENGINE/HP: 2012 CUMMIS ISB 200

MAKE & MODEL OF TRANSMISSION: ALLISON 2500 SERIES

WARRANTY ON CAB & CHASSIS: 2 YEARS / UNLIMITED MILES

MAKE & MODEL SWEEPER BODY: 2012 CASSIDY FSX 66IN

MAKE & MODEL SWEEPER ENGINE/HP: 2012 JOHN DEERE 4045TF275/115 HP

WARRANTY ON SWEEPER BODY: 1 YEAR

PRODUCTION CUT-OFF DATE: 12/31/12

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 12/31/12

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? No

*ALL WARRANTIES MUST MEET OR EXCEED THE WARRANTIES REQUIRED IN SECTION 004 - SPECIFICATIONS/SCOPE OF SERVICES.



CITY OF SAN ANTONIO

P.O. Box 839966
SAN ANTONIO, TEXAS 78283-3966

ADDENDUM I

SUBJECT: Purchase of Street Sweepers Formal (IFB) 6100001427, Scheduled to Open: June 25, 2012;
Date of Issue: June 05, 2012.

FROM: Denise D. Gallegos, C.P.M., CPPB, Procurement Administrator

DATE: June 18, 2012

This notice shall serve as Addendum No. I, to the above-referenced Formal Invitation for Bid and shall become part of the original proposal package and must be returned with proposal on or before the due date.

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

1. **THE BID OPENING IS HEREBY EXTENDED TO MONDAY, JULY 09, 2012, 2:00 PM LOCAL TIME.**

Notification of Demonstration for "Street Sweeper Equipment"

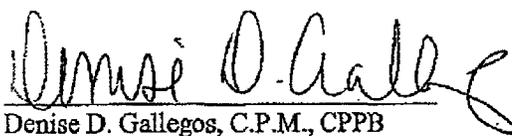
A demonstration of street sweeping equipment will be held at the City's Brooks City Base Building and Equipment Services / Public Works facilities on **Wednesday, June 27th beginning at 8:00 a.m.**

For set-up of demonstration contact: Jamie Goldspink at office: 210-207-7850 or cell: 210-315-6768

This opportunity to demonstrate street sweeping equipment will be made available to all vendors who want to participate but this is not a requirement for the bid. However, the performance of the sweeping equipment that is demonstrated may determine what type of sweeper meets the needs of the City and is therefore an acceptable model. The demonstration course will include various types of debris that is consistent with the debris currently encountered by the City street sweeper fleet.

All sweeper manufacturers will operate their street sweeping equipment through the same debris field so that the City has the opportunity to equally evaluate this equipment to determine what best fits the City's street sweeping needs.

****THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH THE PROPOSAL PACKAGE****



Denise D. Gallegos, C.P.M., CPPB
Procurement Administrator
Finance Department – Purchasing Division

Date 7/5/12

Company Name KINLOCH EQUIPMENT & SUPPLY INC.

Address 3320 PASADENA BLVD.

City/State/Zip Code PASADENA TX, 77503


Signature



CITY OF SAN ANTONIO

P.O. Box 839966
SAN ANTONIO, TEXAS 78283-3966

ADDENDUM II

SUBJECT: Purchase of Street Sweepers, Formal Invitation for Bid (IFB 6100001427) scheduled to open: July 9, 2012; Date of Issue: June 05, 2012.

FROM: Denise D. Gallegos, C.P.M., CPPB, Procurement Administrator

DATE: July 2, 2012

This notice shall serve as Addendum No. II, to the above-referenced Formal Invitation for Bid and shall become part of the original proposal package and must be returned with proposal on or before the due date.

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

1. **Page 9, SPECIFICATIONS: GENERAL CONDITIONS: Warranty**
Change Sentence 5 to read: "Such parts and service must be available within a 50 mile radius of San Antonio City Hall from and by a factory authorized dealer."
2. **Page 9, SPECIFICATIONS: GENERAL CONDITIONS: Warranty**
Change Sentence 6 to read: "Bid submitted by a dealer located outside Bexar County will include a signed agreement with a factory authorized dealer located within a 50 mile radius of San Antonio City Hall, providing warranty, parts and service for items offered."
3. **Page 9, SPECIFICATIONS: GENERAL CONDITIONS: Warranty**
Change Sentence 8 to read: "Certain parts must be carried in stock by authorized dealer located within 50 mile radius of San Antonio City Hall at all times."
4. **Page 9, SPECIFICATIONS: GENERAL CONDITIONS: Delivery**
Change Sentence 1 to read: "All deliveries are to be made inside City limits of San Antonio within 180 days of issuance of City's purchase order."
5. **Page 9, SPECIFICATIONS: GENERAL CONDITIONS: Delivery**
Change Sentence 5 to read: "Vehicles with more than 1,500 miles accumulated on the odometer will not be accepted and any vehicle that accumulates more than 1,000 miles will be required to have its first preventative maintenance interval performed before it is accepted by the City."
6. **Page 9, SPECIFICATIONS: GENERAL CONDITIONS: Delivery**
Add Sentence 6 to read: "The City will not accept demo or used equipment."

7. **Page 10, SPECIFICATIONS: GENERAL CONDITIONS: Delivery**
Add Sentence to Paragraph 3 to read: "Three (3) sets of chassis keys and auxiliary keys will be provided per unit at time of delivery."
8. **Page 10, SPECIFICATIONS: GENERAL CONDITIONS: Delivery**
Add Last Paragraph to read: "The City of San Antonio reserves the right to increase or decrease the quantity of units being purchased through December 31, 2012 depending on availability of funds. Prices may not be increased during this period, however the City should benefit from any price decrease."
9. **Page 10, Item 1, CAB AND CHASSIS SPECIFICATIONS: Chassis Engine**
Change Sentence 1 to read: "Truck engine shall be turbocharged diesel, minimum 200 HP @ 2400 RPM, and a minimum 520 ft-lbs. @ 1600 RPM."
10. **Page 10, Item 1, CAB AND CHASSIS SPECIFICATIONS: Transmission, Axles, Wheels & Brakes**
Change Sentence 3 to read: "A 2-speed rear axle or a 6 speed automatic transmission will be provided to allow proper sweeping speed of 3MPH."
11. **Page 10, Item 1, CAB AND CHASSIS SPECIFICATIONS: Transmission, Axles, Wheels & Brakes**
Change Sentence 5 to read: "The front axle shall be equipped with taper leaf springs and shock absorbers and the rear axle shall be air or spring suspension."
12. **Page 10, Item 1, CAB AND CHASSIS SPECIFICATIONS: Transmission, Axles, Wheels & Brakes**
Delete Sentence 7: "No exceptions to this requirement."
13. **Page 11, Item 1, CAB AND CHASSIS SPECIFICATIONS: Electrical**
Change Sentence 3 to read: "Chassis and sweeper engine shall have a combined minimum of 220 amp alternator."
14. **Page 11, Item 1, SWEEPER BODY SPECIFICATIONS: Sweeper Engine**
Change Paragraph 1, Sentence 1 to read: "Diesel engine shall have 4 cylinders."
15. **Page 11, Item 1, SWEEPER BODY SPECIFICATIONS: Sweeper Engine**
Change Paragraph 2, Sentence 1 to read: "If water cooled, engine shall be protected by a 70/30 mixture anti-freeze/water for cold weather storage and or operation to -30 degrees F (-34C)."
16. **Page 12, Item 1, SWEEPER BODY SPECIFICATIONS: Main Broom**
Change Sentence 1 to read: "The main broom shall not be less than 58" inches long and not less than 35 inches in diameter."
17. **Page 12, Item 1, SWEEPER BODY SPECIFICATIONS: Main Broom**
Delete Sentence 3: "Chain and Sprocket design is not acceptable due to maintenance."
18. **Page 12, Item 1, SWEEPER BODY SPECIFICATIONS: Main Broom**
Change Sentence 10 to read: "Shall be equipped with a steel or composite main broom hood to prevent material from being over thrown into following traffic and also be capable of channeling throw back into the dirt chamber."

19. Page 12, Item 1, SWEEPER BODY SPECIFICATIONS: Main Broom

Change Sentence 12 to read: 'Main broom shall be pneumatically or hydraulically raised and lowered.'

20. Page 12, Item 1, SWEEPER BODY SPECIFICATIONS: Hopper

Change Sentence 10 to read: "Lift mechanism shall be double or single stage scissors lift system utilizing two hydraulic cylinders with a bore of not less than 3.5" inches and a stroke of not less than 19.5" inches.'

21. Page 12, Item 1, SWEEPER BODY SPECIFICATIONS: Hopper

Delete Sentence 14: "Hopper to hydraulically side shift toward hopper receptacle not less than 11" inches for dumping efficiency."

22. Page 12, Item 1, SWEEPER BODY SPECIFICATIONS: Hopper

Change Sentence 15 to read: "When dumping hopper the minimum clearance required between the sweeper and debris receptacle shall not be less than 28" inches either by use of chute extension or side shift."

23. Page 12, Item 1, SWEEPER BODY SPECIFICATIONS: Spray Water System

Change Sentence 6 to read: "Water system shall be equipped with a 3 spray nozzles or high pressure dual nozzles on each side broom and a minimum 3 spray nozzles on a rear spray bar."

24. Page 13, Item 1, SWEEPER BODY SPECIFICATIONS: Pneumatic System

Delete Sentence 3: "A separate air tank for all sweeper air components shall be provided."

25. Page 13, Item 1, SWEEPER BODY SPECIFICATIONS: Electrical System

Change Sentence 4 to read: "Sweeper wiring harness shall be color-coded and or hot stamped with appropriate word designation labeled every 4" inches, i.e. "Ignition", "Side Broom" on each wire."

26. Page 13, Item 1, SWEEPER BODY SPECIFICATIONS: Electrical System

Change Paragraph 2, Sentence 2 to read: "Chassis and sweeper engine shall have a combined minimum of 220 amp alternator."

27. Page 13, Item 1, SWEEPER BODY SPECIFICATIONS: Sweeper Instruments

Change Sentence 1 to read: "Sweeper engine instruments shall include tachometer, hour meter, oil pressure gauge and lamp, low coolant level lamp (if water cooled), voltage, auxiliary engine running lamp, coolant temperature gauge and lamp (if water cooled), air filter restriction indicator for complete information for the operator on the condition of the auxiliary engine."

28. Page 13, Item 1, SWEEPER BODY SPECIFICATIONS: Sweeper Instruments

Change Sentence 2 to read: "Sweeper instruments shall include main broom down pressure, hydraulic filter restriction indicator, sweeper out of level indicator (if side shift is used), spray water indicator, a "raised" hopper indicator and a "full" hopper indicator to notify the operator of hopper conditions."

29. Page 13, Item 1, SWEEPER BODY SPECIFICATIONS: Paint

Change Sentence 1 to read: "All visible exterior metallic surfaces shall be coated prior to assembly with Imron or polyester powder coat."

30. Page 13, Item 1, SWEEPER BODY SPECIFICATIONS: Paint

Delete Sentence: "Vehicle shall have an accent color of Grey on the lower portions of the unit."

31. Page 13, Item 1, SWEEPER BODY SPECIFICATIONS: Manuals

Add Sentence to read: "All manuals shall be provided in paper format at a minimum."

32. Page 14, Item 1, SWEEPER BODY SPECIFICATIONS: Warranty

Change Sentence 1 to read: "Manufacturer's warranty shall be not less than one (1) year and unlimited hours on entire sweeper, including all parts and labor."

33. Page 14, Item 1, SWEEPER BODY SPECIFICATIONS: Warranty

Add Last Sentence to read: "Warranty provider shall be available for a minimum three (3) years after the sale of the unit(s)."

34. Page 14, Item 1, SWEEPER BODY SPECIFICATIONS: Quality

Delete Sentence: "Sweeper shall be manufactured by a company with a registered quality standard no less than ISO 9001."

35. Page 14, Item 2, SPECIFICATIONS: CAB & CHASSIS: Transmission

Change Sentence 1 to read: "Shall be a heavy duty Allison 2500 RDS, or proven equal with either a 5 or 6 speed automatic transmission."

36. Page 14, Item 2, SPECIFICATIONS: CAB & CHASSIS: Axles

Change Sentence 2 to read: "Rear axle to be a minimum 21,000 lbs with air or spring suspension of at least 23,000 lbs."

37. Page 14, Item 2, SPECIFICATIONS: CAB & CHASSIS: Axles

Change Sentence 3 to read: "Rear axle to be two speed if equipped with 5 speed transmission."

38. Page 15, Item 2, SPECIFICATIONS: CAB & CHASSIS: Chassis and sweeper

Change Sentence to read: "Chassis sweeper to be painted School Bus Yellow (DUPONT color stock code B8779 or equal)."

39. Page 15, Item 2, SWEEPER BODY: Hopper

Change Sentence 2 to read: "Dumping shall be accomplished by means of hydraulic actuated cylinders attached to a raker bar moving inside hopper, or by a tilting type hopper with a tilt angle of no less than 50 degrees."

40. Page 15, Item 2, SWEEPER BODY: Hopper

Delete Last Sentence: "Hopper interior to be coated with anti-wear/anti-seize coating."

41. Page 15, Item 2, SWEEPER BODY: Hydraulics

Change Sentence 1 and 2 to read: "Hydraulic or pneumatic power shall be used to operate all broom rotation and lifting functions. A gear driven pump with a minimum 23 gallon tank with spin-on filter and tank level indicator and temperature indicator shall be used if applicable."

42. Page 15, Item 2, SWEEPER BODY: Gutter Broom

Change Sentence 2 & 3 to read: "Minimum 42" inch diameter, polly filled vertical digger type gutter brooms for removing debris from gutter area. The gutter broom to be hydraulic motor driven and shall be positioned laterally and vertically by a hydraulic or pneumatic cylinder and springs."

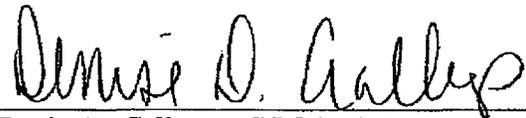
43. Page 16, Item 2, SWEEPER BODY: Gutter Broom

Change Sentence 6 to read: "The gutter broom to include hydraulically or electronically actuated tilt."

44. Page 15, Item 2, SWEEPER BODY: Hand Hose

Change Sentence 2 to read: "The hand hose shall be a minimum 8" inches in diameter and at least 9.5' ft long with a 48" inch long collection nozzle."

****THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH THE PROPOSAL PACKAGE****



Denise D. Gallegos, C.P.M., CPPB
Procurement Administrator
Finance Department – Purchasing Division

Date 7/5/12

Company Name KINLOCH EQUIPMENT & SUPPLY INC.

Address 3320 PASADENA BLVD.

City/State/Zip Code PASADENA, TX, 77503

Bruce A. [Signature]
Signature



CITY OF SAN ANTONIO

P.O. Box 839966
SAN ANTONIO, TEXAS 78283-3966

ADDENDUM III

SUBJECT: Purchase of Street Sweepers, Formal Invitation for Bid (IFB 6100001427) scheduled to open: July 9, 2012; Date of Issue: June 05, 2012.

FROM: Denise D. Gallegos, C.P.M., CPPB, Procurement Administrator

DATE: July 5, 2012

This notice shall serve as Addendum No. III, to the above-referenced Formal Invitation for Bid and shall become part of the original proposal package and must be returned with proposal on or before the due date.

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

1. THE BID OPENING IS HEREBY EXTENDED TO WEDNESDAY, JULY 11, 2012, 2:00 PM LOCAL TIME.

****THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH THE PROPOSAL PACKAGE****

Denise D. Gallegos, C.P.M., CPPB
Procurement Administrator
Finance Department – Purchasing Division

Date 7/8/12

Company Name KINLOCH EQUIPMENT & SUPPLY INC.

Address 3320 PASADENA BLVD

City/State/Zip Code PASADENA, TX 77503

Denise D. Gallegos
Signature



CITY OF SAN ANTONIO

P.O. Box 839966
SAN ANTONIO, TEXAS 78283-3966

ADDENDUM IV

SUBJECT: Purchase of Street Sweepers, Formal Invitation for Bid (IFB 6100001427) scheduled to open: July 11, 2012; Date of Issue: June 05, 2012.

FROM: Denise D. Gallegos, C.P.M., CPPB, Procurement Administrator

DATE: July 9, 2012

This notice shall serve as Addendum No. IV, to the above-referenced Formal Invitation for Bid and shall become part of the original proposal package and must be returned with proposal on or before the due date.

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

1. Page 10, SPECIFICATIONS: GENERAL CONDITIONS:

Change Paragraph 7 to read: "Any diesel engine being bid must conform to latest NOx EPA-2010 emission standard in effect at the time of offer. Vendor must supply a copy of the EPA Certificate of Conformity for 2010 with its offer. Only engines using selective catalytic reduction (SCR) technology will be accepted."

****THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH THE PROPOSAL PACKAGE****

Denise D. Gallegos, C.P.M., CPPB
Procurement Administrator
Finance Department – Purchasing Division

Date 7/10/12

Company Name KINLOCH EQUIPMENT & SUPPLY INC.

Address 3320 PASADENA BLVD

City/State/Zip Code PASADENA TX 77503

Signature [Handwritten Signature]



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

FORMAL INVITATION FOR BID ("IFB") NO.: 6100001427

PURCHASE OF STREET SWEEPERS

Date Issued: JUNE 05, 2012

BIDS MUST BE RECEIVED NO LATER THAN:
2:00 PM JUNE 25, 2012

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 STREET SWEEPERS"

Bid Due Date: 2:00 p.m., JUNE 25, 2012

Bid No.: 6100001427

Bidder's Name and Address

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NOT APPLICABLE DBE / ACDBE Requirements: NO

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

Pre-Submittal Conference * YES

* If YES, the Pre-Submittal conference will be held on JUNE 14, 2012 at 10:00 A.M. at BUILDING & EQUIPMENT SERVICES CONFERENCE ROOM, 329 S. FRIO ST. SAN ANTONIO, TX 78207

Staff Contact Person: DEBRA STEVENS, PROCUREMENT SPECIALIST III, P.O. Box 839966, San Antonio, TX 78283-3966.

Email: DEBRA.STEVENS@SANANTONIO.GOV

SBEDA Contact Information: . .

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.

Variations and Exceptions to Bid Terms. In order to comply with State law, bidders must submit bids on the same material terms and conditions. Bids that contain material variances or exceptions to the terms and conditions, including additional terms and conditions, will be rejected.

Changes to Bid Form. Bids must be submitted on the forms furnished. Bids that change the format or content of City's IFB will be rejected.

Withdrawal of Bids. Bids may be withdrawn prior to the time set for the bid opening. Written notice of withdrawal shall be provided to the City Clerk for bids submitted in hard copy. Bids submitted electronically may be withdrawn electronically.

Bid Opening. Bids will be opened publicly and read aloud at 2:30 on the day the bids are due. Bid openings are held at Purchasing & General Services, Riverview Tower, 11th Floor, 111 Soledad, Suite 1100, San Antonio, Texas 78205.

Evaluation and Award of Contract.

Per Section §252.043 of the Texas Local Government Code, the contract will be awarded to the lowest responsible bidder. The Purchasing Division evaluates bids for responsiveness and the responsibility of the bidder, and makes a recommendation to the City Council. The City Council makes the final determination regarding award.

City reserves the right to make an award on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" bid in the Supplemental Terms & Conditions.

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

City reserves the right to utilize historical usage data as a basis for evaluation of bids when future usages are unable to be determined.

Breaking of tie bids shall be in accordance with the Texas Local Government Code §271.901.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

Inspection of Facilities/Equipment

Depending on the nature of the IFB, Bidders' facilities and equipment may be a determining factor in making the bid award. All bidders may be subject to inspection of their facilities and equipment.

Prospective bidders must prove beyond any doubt to City Purchasing Administrator that they are qualified and capable of performing the contract's requirements.

Prompt Payment Discount

Provided Bidder meets the requirements stated herein, City shall take Bidder's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the bid price, either per line item or total bid amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in bid evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the bid price during bid evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

Tabulations. The Purchasing Division will post preliminary tabulations within 7 days of the advertised bid opening. The information on these tabulations will be posted for informational purposes only, and will be posted as read during the bid opening. This tabulation is not a notice of award of the contract. All bids are subject to review for completeness, accuracy and compliance with the terms set forth in the bid documents.

Bid Protest Procedures

Any bidder who is adversely affected in connection with the solicitation, evaluation, or proposed award of a contract may file a protest with the Director and appeal any adverse decision to the City Manager of the City of San Antonio.

Bidder must deliver a written notice of protest to the Director within 7 calendar days of the posting of the intent to award. If Bidder does not file a written notice within this time, Bidder will have waived all rights to formally protest the intent to award. It is Bidder's responsibility to check the City's website posting.

Debriefing. Debriefing of contract award is available upon request and after award of the Contract.

Prohibited Financial Interest. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City

or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Conflict of Interest. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205.* Bidder should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your sealed bid. The Purchasing Division will not deliver the form to the City Clerk for you.

004 - SPECIFICATIONS / SCOPE OF SERVICES

SCOPE OF SERVICE: Vendor shall provide eleven (11) turnkey mechanical broom sweepers with dual operator steering controls mounted on a conventional truck cab & chassis, minimum 33,000 GVWR single axle, Maximum 139" wheelbase, and one (1) turnkey regenerative air sweeper with dual operator steering controls mounted on a conventional truck cab & chassis, minimum 30,000 GVWR single axle as described in these specifications. This equipment will be utilized by the Department of Public Works for City wide street sweeper services and the Aviation Department for runway sweeping.

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

1. All components shall be installed new, unused, standard production model, and equipment is to be serviced in accordance with manufacturer's recommended pre-delivery check list, and ready for operation upon delivery, and shall include all manufacturers' standard equipment unless otherwise specified or replaced herein. Manufacturer's Statement of Origin (MSO) and completed pre-delivery checklist will be required at delivery. Equipment offered by Vendor will be considered unacceptable if for any reason its long term availability on the U.S. Market or in the local area is in doubt.
2. Warranty - Dealer and manufacturer shall provide the current standard manufacturer's warranty, as a minimum, parts and service included, for equipment and attachments supplied. All warranties must be a minimum of twelve months. Warranty time will start the date the vehicle is placed in service, not on the date the vehicle is delivered. The dealer will be notified by letter of the in-service date of each unit by serial number. Such parts and service must be available within 10-mile radius of Bexar County from and by a factory authorized dealer. Bid submitted by dealer located outside Bexar County will include a signed agreement with a factory authorized dealer located within 10-mile radius of Bexar County, providing warranty, parts and service for items offered. All warranty repairs shall be completed within two days from the date equipment is delivered to the vendor unless otherwise approved by the appropriate City of San Antonio maintenance supervisor. Certain parts must be carried in stock by authorized dealer located within 10-mile radius of Bexar County at all times. These parts shall consist of normal wear and tear maintenance items such as gaskets, seals, bearings, filters, circuit breakers, hoses, nozzles, main and side brooms, belts, and curtains. Parts not carried or available in stock shall take no more than 48 hours to acquire and have available for use.

LOCAL AUTHORIZED FACTORY DEALER FOR CAB & CHASSIS

NAME: FREIGHTLINER OF SAN ANTONIO

ADDRESS: 8700 IH 10 EAST CONVERSE, TEXAS 78109

LOCAL AUTHORIZED FACTORY DEALER FOR SWEEPER BODY

NAME: INDUSTRIAL DISPOSAL SUPPLY

ADDRESS: 1106 PAULSUN SAN ANTONIO, TEXAS 78219

Delivery - All deliveries are to be made inside the City limits of San Antonio within 120 days of issuance of City's purchase order. Vendor must deliver equipment to a location specified by Fleet Acquisitions at (210) 207-4603. Delivery to a non-specified location may 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 with more than 200 miles accumulated on the odometer will not be accepted. All vehicles are required to have a full tank of fuel and all additional fluids, to include DEF when delivered to City specified location.

The Manufacturer's Statement of Origin (MSO), Dealer Temporary license plates/tags, proper invoice detailing PO number and line item, and signed 130U form are required upon delivery of each unit and are required before payment can be processed. All equipment over 10,001 GVWR will require a certified weigh ticket upon delivery. The absence of any of these items will delay the payment process.

All cab & chassis's are to be equipped with rubber or vinyl flooring.

All units to be equipped with safety equipment as required by the Federal Government.

Any diesel engine being bid must conform to latest NOx EPA-2010 emission standard in effect at the time of offer without the benefit of averaging, banking, trading, or emission credits. Engines meeting EPA 2010 emissions standards by use of manufacturer's EPA credits will not be accepted. Vendor must supply a copy of the EPA Certificate of Conformity for 2010 with its offer.

Vehicles to be equipped with OEM tinted glass and current State Inspection Sticker.

Vehicles shall not bear or display dealership nameplates, markings or decals will be permitted on the vehicles.

ITEM	QUANTITY	DESCRIPTION
1	11 Each	Turnkey Mechanical Broom Sweeper W/Dual Operator Steering Controls mounted on a Conventional Cab & Chassis

CAB AND CHASSIS SPECIFICATIONS:

- 1. CHASSIS** - Chassis shall be conventional design with 33,000 GVW rating. Wheelbase shall be not more than 139 inches. Cab to axle to accommodate vertical exhaust with Diesel Particulate Filter. Chassis shall include front tow hooks. One- (1) 50-gallon fuel tank shall be shared by both engines and shall be easily accessible without raising or shifting any components. A fuel gauge, in cab, shall be supplied. Sight tube is not acceptable.
- 2. CHASSIS ENGINE** - Truck engine shall be turbocharged diesel, 200 Hp @ 2400 RPM, 520ft-lbs. @ 1600 RPM. Truck engine shall be equipped with a single vertical exhaust system with Diesel Particulate Filter. The cooling system shall be protected to -34 F. Engine shall be equipped with single stage dry-type air cleaner with safety element, spin-on fuel filter, full flow oil filter, and heated fuel/water separator with in-cab. Engine shall be equipped with block heater. Radiator fan shall be viscous drive type.
- 3. TRANSMISSION, AXLES, WHEELS & BRAKES** - An Allison 2500 Series (or approved equal) automatic transmission with oil heavy duty oil cooler shall be provided. An external spin on transmission oil filter is to be included with the Allison transmission. The 2-speed rear axle shall have a ratio of 6.17/8.40:1 for proper sweeping speeds. The 12,000 lb. front axle shall be equipped with 12000 lb. Taper leaf springs and shock absorbers. The 21,000 lbs rear axle air spring suspension will be required. No Exceptions to this requirement. (Arvin-Meritor RS21-230 axle with Hendrickson TAS -21 Air Suspension or equal). The system must have automatic height control valves on the drive axle to maintain ride height during transport and have a minimum capacity of 21,000 lbs. The system shall allow the automatic release of air from the air spring to hard rubber bisques to allow for solid axle performance during sweeping operations and full stability while dumping at minimum to full dumping height. Control of the air spring rear suspension shall be by a single transport/sweep switch on the control console. For safety and to allow the emergency interchange of tires at a job site and front and rear tires and rims shall all be interchangeable. Tires shall be tubeless radial tires 14 ply 11R22.5 "G" load rated. The rear axle shall include dual tires for load capacity; singles will not be acceptable. Rims shall be 8 hole steel hub piloted 22.5 x 8.25. Brakes shall be full anti-lock air brakes with an 18.7 CFM capacity compressor, and with automatic slack adjusters. Air system shall include a heated air dryer with automatic moisture ejector. Parking brake shall be spring applied rear wheel drum and shoe.
- 4. CAB** - Maximum visibility, forward line of sight from the chassis front bumper to the point on the ground visible to the operator shall not exceed 8 feet for an SAE 98th percentile size operator. Steering shall be full power with dual operator controls. Each steering column shall have tilt and telescopic adjustment. Seats shall be adjustable, covered with cloth for air circulation and include 3 point seat belts. Sweeper shall include two (2) outside west coast type mirrors with lower 8 inch convex lens for easy viewing of the side broom during sweeping. To maximize operator visibility of the curb and sweeping gear, 8" convex outside right hand and left hand fender mirrors shall be mounted forward of the front wheels. Hydraulic functions shall be controlled by rocker switches located in the cab mounted control panel. For safety during night sweeping, switches shall be illuminated so that they can be readily identified without the use of the cab dome light. Switches shall be clearly identified by name and symbol. Cab interior environment shall be fully air-conditioned including a fresh air heater/ventilator/defroster. Cab shall have full flow through ventilation for optimal temperature control and operator comfort. Wipers shall have intermittent feature. Interior of cab shall have acoustical insulation for low operating noise, automotive type trim, and center sweeper

console. Dash shall be faced with soft molded plastic. All glass shall be tinted safety glass. Each operator position shall have adjustable sun visor. Doors shall be keyed alike locks. Door windows shall be roll up type. Side windows shall have defogger. Cab shall include 12V power supply. Cab shall include a radio installation package with pre-wiring for speakers, antenna and radio power. Speakers and antenna shall be included.

5. **INSTRUMENTS** - Chassis left side operator instrument panel shall be chassis OEM, full vision illuminated with tachometer, speedometer, odometer, trip odometer, fuel gauge, water temperature gauge, air pressure gauge, and volt gauge. Chassis right side operator instrument panel shall be chassis OEM, full vision illuminated with tachometer, speedometer, odometer, trip odometer, fuel gauge, water temperature gauge, air pressure gauge, and volt gauge. Chassis gauges shall include speedometer, odometer, coolant temperature, tachometer, voltmeter, oil pressure, fuel level and air pressure. Chassis engine instruments shall include warning light and chime for low coolant level and high coolant temperature to warn the operator of a potential problem before any damage to the engine occurs. Console shall have left/right primary driver switch. Truck instruments shall include warning lights for battery, and cab latch to make sure the cab is locked in position. Sweeper engine instruments shall include tachometer, hour meter, oil pressure, fuel, voltage, and coolant temperature for complete information for the operator on the condition of the auxiliary engine. Instruments shall include an auxiliary engine air intake restriction indicator mounted in the fixed console, for ease of maintenance, and a body "full load" indicator to notify the operator the body is fully loaded. Dash, all console switches including transmission controls and all gauges shall be illuminated.
6. **ELECTRICAL** - Batteries should be located in an enclosed accessible environment for long life and ease of service. Chassis shall have two (2) maintenance free batteries rated at not less than 1850 CCA total, 12 volt. Chassis engine shall have a 160 amp alternator. Chassis lighting shall include sealed multi-beam halogen head-lights, stop lights, tail lights, backup lights, license plate lights, clearance lights, signal lights, illuminated gauges and instrument panel, and directional lights with hazard switch.
7. **CHASSIS ACCESSORIES** - An AM/FM radio with CD player must be added to the truck. LED rear brake, turn, and tail lamps provide a high degree of lamp visibility as well as significantly longer service life. These LED lamps are designed to have a usable life of up to 100,000 hours. Left and Right fender mounted stainless steel 8" convex mirrors are provided to increase operator visibility.

SWEEPER BODY SPECIFICATIONS:

1. **SWEEPER ENGINE** - Diesel engine shall have 4 cylinders, Turbocharged.
Horsepower rating shall be not less than 49 HP @ 2800 RPM, torque 127lb-ft @1680 RPM (John Deere or equal). Engine shall be equipped with a full flow oil filter, heavy duty two stage dry element air cleaner with safety element, fuel filter, and fuel/water separator.

Engine shall be protected by a 70/30 mixture anti-freeze/water for cold weather storage and or operation to -30 degrees F (-34C). Engine, radiator and all auxiliary engine driven devices shall be isolation mounted through a dedicated engine frame. Engine shall be equipped with a cab mounted filter restriction indicator. An automatic auxiliary engine shutdown shall be included which protects against damage when high coolant temperature, low oil pressure or low hydraulic oil level occurs. In-cab sweeper console mounted alarm and indicator lights for high coolant temperature, low auxiliary engine oil pressure and low hydraulic level with auto shutdown.
2. **SIDE BROOMS TRAILING ARM DESIGN** - A hydraulic motor directly mounted to the broom disc plate shall drive each side broom. Do to curb and obstructions in the roadway a trailing arm design must be supplied with vertical digger brooms. A forward facing digger type arm assembly will not be acceptable. Side brooms shall be 42-inch diameter minimum, protruding not less than 13 in. beyond the outside of the tire of the chassis while sweeping. Full sweeping path of 120 inches with both brooms in working position. To hold broom pattern regardless of up and down motion, arm suspension design shall be the parallelogram type. Broom down pressure shall be adjustable by the operator from the cab while moving or stationary. Broom shall consist of five (5) plastic segments, filled with 26 inch long tempered steel wire. To provide flexibility for varying sweeping conditions, broom speed shall be variable, 90 RPM to 160 RPM, by the operator from the cab while moving. Broom rotation, forward or reverse, shall be selectable without leaving the cab. Each broom shall have a work light for night operation. Broom rotation shall stop and raise automatically, when transmission is placed into reverse or when the sweeper is put in transport mode or stationary. Electrically operated tilting mechanism allows operator to change inward/outward tip of the right Side broom. Angle can be changed from the cab while sweeping. This allows efficient sweeping of irregular surface that could require special manual setting. Electrically operated tilting mechanism allows operator to change inward/outward tip of the left and Right Side broom. Angle can be changed from the cab while sweeping. This allows efficient sweeping of irregular

surface that could require special manual setting.

3. **MAIN BROOM** - The main broom shall be not less than 60" inches long and not less than 35 inches in diameter. A hydraulic motor directly mounted to the broom core shall drive the broom. Chain and Sprocket design is not acceptable due to maintenance. To provide flexibility for varying sweeping conditions, broom speed shall be variable, 80 RPM to 140 RPM, by operator from cab while moving. Main broom down pressure shall be adjustable by the operator from the cab while moving. Main broom shall be prefab disposable type, filled with polypropylene. Main broom shall be double wrapped at both ends. Sweeping path shall be not less than 10 feet wide with right and left side broom activated. For safety, main broom shall automatically stop and raise when transmission is placed in reverse. Shall be equipped with a steel main broom hood to only prevent material from being over thrown into following traffic and also be capable of channeling over throw back into the dirt chamber. Plastic hood is not acceptable do to debris exposure and cracking. Main broom shall be pneumatically raised and lowered.
4. **CONVEYOR** - Conveyor shall be able to load hopper to 100% of rated useable capacity. Conveyor rotation, forward or reverse, shall be selectable rotation without leaving the cab. To maintain Heavy loads of material the conveyor shall be high strength belt type with molded full width cleats to carry material to the hopper. Squeegee type flight system that drags material will not be acceptable. Conveyor speed shall be variable from the cab. Conveyor shall be reversible in direction without stopping or reversing any broom. Conveyor shall be capable of effectively sweeping debris of varying sizes (from large bulky trash 9 inches in height to fine sand) without the need to make any adjustments to the conveyor system. To provide proper clearance, the lower portion of the conveyor shall be capable of raising 9 inches while sweeping for any type of material, no exceptions. To reduce wear on all conveyance components, a conveyor belt having molded cleats must carry, not drag, debris to the hopper. For safety, conveyor shall automatically stop and raise when transmission is placed in reverse or when the sweeper is put in transport mode. In-cab dash mounted audio and visual alarm to indicate if the conveyor stalls.
5. **HOPPER** - For safety, the hopper shall be right side dumping, allowing an operator to observe the dump target and surrounding area at all times from the cab, without the use of mirrors. Hopper floor shall be constructed of 7 gauge steel. Hopper door, sides and top must be a minimum of 11 gauge steel. Hopper volumetric capacity shall be not less than 4.5 cubic yards. Useable capacity not less than 3.3 yards. A hopper inspection door shall be supplied. Hopper shall dump at varying heights ranging from 38 inches through a height of 10 feet as measured at the lowest point under the open hopper chute. Fixed height dump systems are not acceptable. Hopper shall be able to tilt (dump) to an angle not less than 50 degrees to ensure complete removal of all debris. Lift mechanism shall be double stage; scissors lift system utilizing two hydraulic cylinders with a bore of not less than 3.5 inches and a stroke of not less than 33.5 inches. Lift capacity shall be not less than 11,000 lbs. Hopper dump mechanism shall utilize two hydraulic cylinders with a bore of not less than 3.5 inches and a stroke of not less than 19.8 inches. Maximum time for full height lift and dump cycle shall not exceed 70 seconds. Hopper to hydraulically side shift toward hopper receptacle not less than 11 inches for dumping efficiency. When dumping hopper, the minimum clearance required between sweeper and debris receptacle shall not be less than 28 inches. Due to high wind conditions long dump doors that restrict full dumping angle of 50 degrees into a receptacle at any height will not be allowed. Hopper load shall be visible at all times from the cab through a front facing hopper window and an upward facing skylight. To extend wear life, all scissors lift joints shall be self lubricating bronze bearings. For safety, apparatus shall have an interlock to prevent dumping hopper without engaging the park brake. Sweeper shall not require jack stands and/or outriggers to stabilize chassis during dumping cycle.

Units requiring this stabilization are not acceptable. Sweeper shall include toolbox that can accommodate general supplies as well as long handled tools such as brooms and rakes.
6. **SPRAY WATER SYSTEM** - Tank capacity shall be not less than 280 U.S. gallons. Tank shall be constructed of non-rusting material. Pump shall be centrifugal type capable of running dry indefinitely without damage. Pump shall be aluminum. Pump shall not contain ferrous parts in contact with water. Water system shall be equipped with 3 spray nozzles on each side broom, three spray nozzles on a rear spray bar. Rear spray bars shall be constructed of non-ferrous components to prevent contamination. Water to each area, side broom left or right or rear spray bar shall be controlled in the cab by electrical activation switches. Water flow control valves shall be non-ferrous heavy-duty "agricultural" type. A low water indicator light shall be located within the cab. Sweeper shall be equipped with an automatic internal hopper/conveyor flush and wash down system. System shall include a manual bypass valve to divert hydrant water into system without necessitating filling of water tank. Bypass valve shall be located on the curb side of the vehicle. Water fill hose shall be not less than 16 feet 8 inches in length, equipped with 2-1/2 inch NST hydrant coupler. An in-line water filter shall be provided with the fill hose to prevent contaminants from entering the water tank. To prevent the contamination of the water supply, tank shall be equipped with an anti-siphon device Compliant to American National Standard Air gaps in plumbing systems ASME A112.12-1991. Cab controlled front water spray bar assists with wetting down debris under extremely dusty conditions. Four removable brass nozzles mounted under the front bumper of the truck on copper pipe keep the system corrosion resistant.

7. **HYDRAULIC SYSTEM** - Reservoir capacity shall be not less than 21 gallons with outside level indicator. Pump shall be three sections, directly driven. To prevent contamination of the reservoir during the dump cycle, the reservoir vent shall be equipped with 10 micron, spin on filter. To prevent the possibility of contamination and the resulting damage to the hydraulic system, return lines for drive shall have a 10-micron full flow filter with bypass. Cab mounted restriction indicator shall light before bypass begins. To prevent contamination when adding hydraulic fluid, all oil added must pass through a 10 micron filter located within the fill spout. For ease and accuracy of testing, all circuits shall have quick-disconnect check ports. To minimize environmental damage caused by leaking fittings, all high pressure fittings shall be flat-face "O" ring type. Other systems shall not be acceptable.
8. **PNEUMATIC SYSTEM** - The pneumatic system shall have DOT fittings. There shall be a PR4 type pressure protector for the chassis air system to protect the chassis air system. A separate air tank for all sweeper air components shall be provided. All pneumatic cylinders shall be interchangeable. All pneumatic cylinders must be rated to 150 PSI and have a separate rod seal and wiper to prevent contamination entering the cylinder.
9. **ELECTRICAL SYSTEM** - Sweeper electrical system shall be independent from the chassis electrical system. Sweeper shall have an electronic back-up alarm for additional warning and safety when chassis is in reverse. Sweeper lighting shall include rear identification lights, side broom and rear clearance lights. Sweeper wiring harnesses shall be color-coded and hot stamped with appropriate word designation labeled every four inches, i.e. "Ignition", "Side Broom" on each wire. For safety, all electrical circuits must be protected by circuit breakers or fuses. Sweeper electrical system shall be independent from the electrical system of the chassis.

Sweeper engine shall have one (1) 925 CCA, 12 volt battery. Sweeper engine shall have a 120 amp alternator. Sweeper shall have an electronic back-up alarm for additional warning and safety when chassis is in reverse. Sweeper lighting shall include rear identification lights, side broom and main broom spot lights and rear clearance lights. Sweeper warning lights shall include hydraulic filter restriction, air filter restriction, low spray water, hopper up, hopper

full load and voltage. Sweeper wiring harnesses shall be color-coded and hot stamped with appropriate word designation labeled every four inches, i.e. "Ignition", "Side Broom" on each wire. For safety and to avoid damage to the main broom, side broom and elevator, all sweeping components shall automatically raise when transmission is put into reverse. For safety, all electrical circuits must be protected by circuit breakers or fuses. A Federal Signal strobe light and arrow board shall be provided. A special metal construction shall be supplied to protect the rear beacon or strobe light. Wiring and mounting provisions for a beacon or strobe light to the hopper assembly and to the rear engine compartment door panel shall be provided. Rear Flood Light Left Hand Side shall be provided. Sweeper shall have "resume sweep after transport" capability that can be activated by a toggle switch located on the fixed operator control console.

10. **CONTROLS** - All sweeper controls shall be mounted on a fixed central console located between the left and right operators position. The controls shall include all sweep, hopper, elevator, and lighting functions and shall all be located on the fixed operator control console. The controls for sweep, spray water, and lighting functions shall be conventional rocker switches. 'Membrane' or touch pad switches are not acceptable.
11. **SWEEPER INSTRUMENTS** - Sweeper engine instruments shall include tachometer, hour meter, oil pressure gauge and lamp, low coolant level lamp, voltage, auxiliary engine running lamp, coolant temperature gauge and lamp, air filter restriction indicator for complete information for the operator on the condition of the auxiliary engine. Sweeper instruments shall include main broom down pressure, hydraulic filter restriction indicator, sweeper out of level indicator, spray water indicator, a "raised" hopper indicator and a "full" hopper indicator to notify the operator of hopper conditions. Two in-cab sweeper console mounted gauges that indicate the air pressure being used to hold the side brooms in its down position shall be supplied. There shall be one gauge for each side broom. An in-cab mounted gauge to indicate the water level in the water tanks.
12. **PAINT** - All visible exterior metallic surfaces shall be coated prior to assembly with polyester powder coat. The paint must be a minimum of 2 mills thick. The uses of acrylic enamels and/or polyurethane are not acceptable. Color shall be the manufacture's standard color of "White".

Vehicle shall have an accent color of Grey on the lower portions of the unit.
13. **MANUALS** (minimum 2 sets of each) - An operation manual shall be provided. A (Sweeper Body) Maintenance and Service Manual shall be provided. A parts manual shall be provided.
A Chassis operator's manual shall be provided.

14. **WARRANTY** - Manufacturer's warranty shall be not less than one (1) year on entire sweeper, including all parts and labor. Manufacturer's warranty shall be as stated by the chassis manufacturer on the chassis including all parts and labor. Bidders submitting literature stating warranties which do not fully comply with warranty requirements of this specification must submit a letter from the manufacturer certifying warranty compliance as an integral part of their proposal. Failure to comply may cause the proposal shall be deemed "non-responsive" and rejected without further review.
15. **TRAINING** - A qualified technician shall provide complete training to personnel. Training shall include safety, operation, maintenance and service. Training shall be provided within 30 days of delivery of first unit. Training shall be provided at City owned or leased property designated at time of delivery. Training shall consist of a minimum three (3) eight (8) hour days.
16. **DELIVERY** - Sweeper shall be delivered F.O.B. City of San Antonio in new operating condition.
17. **QUALITY** - Sweeper shall be manufactured by a company with a registered quality standard no less than ISO 9001.
18. **SWEeper ACCESSORIES** - Each unit shall be provided with the following extra part or accessories: (Chevron belt, set of carbide dirt shoes).

ITEM	QUANTITY	DESCRIPTION
2	1 Each	Turnkey Regenerative Air Sweeper with Dual Operator Steering Controls Mounted on a Conventional Truck Cab & Chassis, Minimum 30,000 GVWR Single Axle

SPECIFICATIONS: CAB & CHASSIS - Shall be Conventional Style

1. **ENGINE** - Engine shall be a turbo-charged diesel engine with a minimum displacement of 409 cubic inches. Horse power shall be a minimum of 200 hp. at 2400 RPM, with a minimum torque rating of 520 LB/FT at 1800 RPM. Oil filter shall be full-flow, spin on type. Include a two stage, heavy duty dual element dry-type air cleaner with restriction indicator. Engine shall have an automatic shutdown with 30 second delay and warning light and buzzer for low engine oil, high coolant temperature, and low coolant level. Shutdown system shall include automatic override.
2. **Chassis engine** to share a minimum 50 gallon fuel tank with the auxiliary engine. Include fuel/water separator and fuel filter. Shall have a minimum 6 gallon DEF tank
3. **Transmission** - Shall be heavy duty Allison 2500 RDS, or proven equal electronic 5-speed automatic. Include oil filter mounted on transmission and include oil temperature gauge in dash.
4. **Steering** - Chassis to include dual steering with accelerator and brake controls, turn signals and all other controls necessary for operation. Both driving positions to have power steering, cruise control and tilt.
5. **Axles** - Front axle to be minimum 10,000 lbs. with a minimum 12,000 lbs. spring suspension and include shock absorbers. Rear axle to be minimum 23,000 lbs with air spring suspension of at least 23,000 lbs. Rear axle to be two speed with ratios of 6.17/8.40 :1.
6. **Brakes** - Service brakes to be full air with 18.7 cfm air compressor with auto slack adjusters front and rear. Four (4)-channel anti-lock brake system shall be provided. Include dust shields front and rear with outboard drums. Front brakes to be minimum 15" X 4", Rear minimum 16.5" X 7". All air reserves to have twist type drain valves. Include spring set, air release parking brake.
7. **Wheelbase** - Wheelbase to be minimum of 152" inches.
8. **Electrical** - 12 volt system with two maintenance free batteries that provide at least 1850 CCA total. 160 AMP alternator minimum to be provided.
9. **Tires and Wheels** - Wheels to be 10 hole disc hub piloted 22.5 X 8.25 minimum. Tires to be minimum 11R 22.5, 14 ply.

10. **Cab** – OEM air conditioning, heat and defrost is required. Cab shall have driver and passenger air high back adjustable seats with lumbar support. Vinyl seat covers, and seat belts are required. OEM tinted windows all around. Dual sun visors, dome light, 12 Volt power outlet, dual west coast mirrors with convex mirrors, roll down door windows, grab handles on both sides of chassis, 2-speed windshield wipers and washer. Minimum AM/FM/CD radio to be provided. Chassis shall have air horn. Include speedometer, tachometer, oil pressure, water temperature, air pressure for brakes, voltmeter, fuel and transmission temperature at both driving positions. Include engine hour meter. Door and ignition locks to be keyed alike.
11. **Chassis and sweeper** to be painted yellow.

SPECIFICATIONS: SWEEPER BODY

1. **Sweeper Engine** – An auxiliary water cooled turbo charged diesel engine shall be provided to power the sweeper. Minimum horse power rating of 99 hp. at 2,400 RPM and a minimum displacement of 275 cubic inches. Engine to be equipped with full flow spin-on oil filter, fuel water separator and fuel filter. Wet sleeve type cylinder construction is required. Unit shall have a heavy duty two-stage dry type air cleaner with centrifugal pre-cleaner and air filter restriction indicator. A 12 volt electrical system with a minimum 65 amp alternator is required. Injector pump shall have centrifugal type variable speed governor for speed control. Sweeper auxiliary engine to share a minimum 50 gallon fuel tank and batteries with chassis engine. Unit shall have an automatic shutdown system when coolant temperature is too high, coolant level is too low or oil pressure is too low.
2. **Dust Separator** – A centrifugal dust separator shall be supplied inside hopper to remove airborne dust from the air stream. The dust separator shall be designed so that it will not plug with normally encountered debris. The dust separator shall include cleanout door for inspection and cleaning.
3. **Hopper** – The hopper volumetric capacity shall not be less than 7.3 cubic yards with an operating load capacity of not less than 6 cubic yards. Dumping shall be accomplished by means of hydraulic actuated cylinders attached to a raker bar moving inside hopper, or by a tilting type hopper with a tilt angle of 53 degrees. Controls to be inside and outside for easy access. The hopper dump door to be opened, closed and locked hydraulically. Large inspection doors provided on left and right side of hopper. Hopper shall be airtight through the use of rubber seals on all doors and openings. Include two work lights at rear of hopper to illuminate the dump area. Include amber strobe light with limb guard mounted at the top rear of the hopper. Include two rear high mounted yellow or amber flashing lights. Hopper interior to be coated with anti-wear/anti-seize coating.
4. **Hydraulics** – Hydraulic power shall be used to operate all broom rotation and lifting functions. A gear driven pump with 25 gallon tank with spin-on filters and includes tank level indicator and temperature indicator. A 12 volt DC hydraulic back-up system shall be provided which may be used to operate all hydraulic functions without starting the auxiliary engine.
5. **Blower** – A heavy duty steel or aluminum turbine type blower that is balanced to within 4 grams shall be provided to create air pressure and suction. Blower to be belt driven by the auxiliary engine, and have a minimum 25,000 CFM rating. Blower housing to incorporate a replaceable rubber lining on the inside of the housing.
6. **Pick Up Head** – A spring balanced all steel fabricated pick up head with dual chambers where pressurized air is blasted from one chamber to the road surface. The blast orifice to be angled towards the suction side of the pickup head for smooth transfer of debris. Pressure hose shall be 14" diameter minimum.
7. **Lateral Blast Nozzle** – Cab control capable of diverting 100% of blast air to the left side of unit through nozzles. The air velocity shall be adequate to move deposits after sand and dust storms, puddles of water and grass cuttings a minimum of 60 feet.
8. **Gutter Broom** – A single gutter broom is required for the right side of unit. Minimum 43" diameter, poly filled vertical digger type gutter brooms for removing debris from gutter area. The gutter broom to be hydraulic motor driven and shall be positioned laterally and vertically by a hydraulic cylinder and springs. The gutter broom shall have an

adjustment to allow downward compensation for bristle contact, pattern and wear and shall be full floating to follow street contour. The gutter broom shall have lateral flexibility to swing 15" when encountering the impact of an immovable object, avoiding damage to the broom assembly. The gutter broom to include hydraulically actuated tilt. Include an electric lock valve to hold the gutter broom up or in travel position. All controls for gutter broom to be located in cab.

9. **Dust Control Water System** – Water tank to minimum of 220 gallon and built from polyethylene for strength and corrosion resistance. Water system to have cleanable filter located between tank and water pump. Water spray to be supplied by an electric or belt driven pump that will automatically disengage when the water supply is depleted. An in-cab low water indicator shall be provided. A minimum 25 foot long fire hydrant fill hose shall be provided with 2.5" NST coupling to fill water tank. A minimum 2 inch air gap shall be provided between water fill tube and water tank. Hydrant hose shall include a hydrant wrench and hose storage rack. Water spray nozzles to be located at the pick up head, inside the hopper, at the gutter broom and inside the suction tube (suction tube nozzle optional). System shall include a high pressure/high volume hopper deluge with conical nozzles to facilitate a quick cleanout. Deluge system shall be mounted on the inside of the rear door of the sweeper. A high pressure/low volume washdown system shall be supplied and shall include a 25" high pressure hose, belt or hydraulically driven pump and hand wand with a 36" lance. System shall be a minimum of 1500psi with 3GPM.
10. **Hand Hose** – Sweeper to have an auxiliary hand hose for cleaning remote areas inaccessible to the sweeping head and for cleaning out catch basins. The hand hose shall be minimum 8 inch diameter and at least 10 feet long with 52 inch long collection nozzle. Shall be suspended with a hydraulic boom with storage at rear of the unit.
11. **Operating Controls** – Sweeper shall be equipped with dual steering and controls for left or right hand operation. Dual steering to be installed by chassis manufacturer, not sweeper manufacturer. All controls for auxiliary engine, gutter brooms, water system, lights, dump system to be mounted in cab and easily reached from both operator stations. All gauges and switches to be lighted.

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.

INSURANCE

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

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

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

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	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
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

Bidder agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Bidder herein, and provide a certificate of insurance and endorsement that names Bidder and City as additional insureds. Bidder 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). Bidder 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. Bidder shall pay any costs incurred resulting from said changes.

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

Bidder 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, Bidder shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Bidder'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 Bidder'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 Bidder to stop work hereunder, and/ or withhold any payment(s) which become due to Bidder hereunder until Bidder demonstrates compliance with the requirements hereof.

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

It is agreed that Bidder'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.

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

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 meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days' of the invoice.

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

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

Invoicing and Payment.

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

Information Required On Invoice.

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

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

Payment by City.

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

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

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

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

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

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

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

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

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

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

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

Termination.

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

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

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

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

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

INDEMNIFICATION

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, 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 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 11LC.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

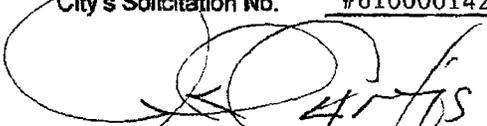
to the best of his/her knowledge, all information is true and correct.

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.	V1002837
Signer's Name	JACK CURTIS
Name of Business	INDUSTRIAL DISPOSAL SUPPLY
Street Address	1106 PAULSUN
City, State, Zip Code	SAN ANTONIO, TEXAS 78219
Email Address	jcurtis@idsequip.com
Telephone No.	210-227-3441
Fax No.	210-227-4424
City's Solicitation No.	#6100001427


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.

COPY

PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1	11 Each	Turnkey Mechanical Broom Sweeper W/Dual Operator Steering Controls mounted on a Conventional Cab & Chassis

PRICE EACH: \$ NO BID

YEAR, MAKE & MODEL CAB & CHASSIS: _____

MAKE & MODEL OF CHASSIS ENGINE/HP: _____

MAKE & MODEL OF TRANSMISSION: _____

WARRANTY ON CAB & CHASSIS: _____

MAKE & MODEL SWEEPER BODY: _____

MAKE & MODEL SWEEPER ENGINE/HP: _____

WARRANTY ON SWEEPER BODY: _____

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? _____

*ALL WARRANTIES MUST MEET OR EXCEED THE WARRANTIES REQUIRED IN SECTION 004 - SPECIFICATIONS/SCOPE OF SERVICES.

PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
2	1 Each	Turnkey Regenerative Air Sweeper with Dual Operator Steering Controls Mounted on a Conventional Truck Cab & Chassis, Minimum 30,000 GVWR Single Axle

PRICE EACH: \$ 155,850.00

YEAR, MAKE & MODEL CAB & CHASSIS: 2013 FREIGHTLINER M2-106

MAKE & MODEL OF CHASSIS ENGINE/HP: CUMMINS / ISB 6.7 / 200 HP

MAKE & MODEL OF TRANSMISSION: ALLISON 2500 RDS

WARRANTY ON CAB & CHASSIS: 2 YEARS UNLIMITED MILES BASIC VEHICLE

MAKE & MODEL SWEEPER BODY: TYMCO MODEL 600

MAKE & MODEL SWEEPER ENGINE/HP: JOHN DEERE MODEL 4045T / 99 HP

WARRANTY ON SWEEPER BODY: 1 YEAR

PRODUCTION CUT-OFF DATE: OCTOBER 15, 2012

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: OCTOBER 15, 2012

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

*ALL WARRANTIES MUST MEET OR EXCEED THE WARRANTIES REQUIRED IN SECTION 004 – SPECIFICATIONS/SCOPE OF SERVICES.



CITY OF SAN ANTONIO

P.O. Box 839966
SAN ANTONIO, TEXAS 78283-3966

ADDENDUM I

SUBJECT: Purchase of Street Sweepers Formal (IFB) 6100001427, Scheduled to Open: June 25, 2012;
Date of Issue: June 05, 2012.

FROM: Denise D. Gallegos, C.P.M., CPPB, Procurement Administrator

DATE: June 18, 2012

This notice shall serve as Addendum No. I, to the above-referenced Formal Invitation for Bid and shall become part of the original proposal package and must be returned with proposal on or before the due date.

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

1. THE BID OPENING IS HEREBY EXTENDED TO MONDAY, JULY 09, 2012, 2:00 PM LOCAL TIME.

Notification of Demonstration for "Street Sweeper Equipment"

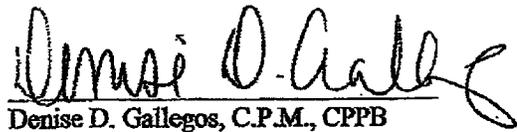
A demonstration of street sweeping equipment will be held at the City's Brooks City Base Building and Equipment Services / Public Works facilities on Wednesday, June 27th beginning at 8:00 a.m.

For set-up of demonstration contact: Jamie Goldspink at office: 210-207-7850 or cell: 210-315-6768

This opportunity to demonstrate street sweeping equipment will be made available to all vendors who want to participate but this is not a requirement for the bid. However, the performance of the sweeping equipment that is demonstrated may determine what type of sweeper meets the needs of the City and is therefore an acceptable model. The demonstration course will include various types of debris that is consistent with the debris currently encountered by the City street sweeper fleet.

All sweeper manufacturers will operate their street sweeping equipment through the same debris field so that the City has the opportunity to equally evaluate this equipment to determine what best fits the City's street sweeping needs.

****THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH THE PROPOSAL PACKAGE****



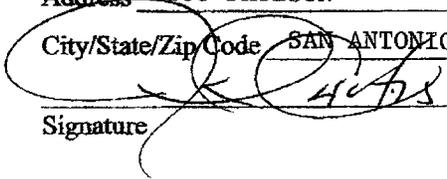
Denise D. Gallegos, C.P.M., CPPB
Procurement Administrator
Finance Department – Purchasing Division

Date JULY 11, 2012

Company Name INDUSTRIAL DISPOSAL SUPPLY

Address 1106 PAULSUN

City/State/Zip Code SAN ANTONIO, TEXAS 78219


Signature



CITY OF SAN ANTONIO

P.O. Box 839966
SAN ANTONIO, TEXAS 78283-3966

ADDENDUM II

SUBJECT: Purchase of Street Sweepers, Formal Invitation for Bid (IFB 6100001427) scheduled to open: July 9, 2012; Date of Issuc: June 05, 2012.

FROM: Denise D. Gallegos, C.P.M., CPPB, Procurement Administrator

DATE: July 2, 2012

This notice shall serve as Addendum No. II, to the above-referenced Formal Invitation for Bid and shall become part of the original proposal package and must be returned with proposal on or before the due date.

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

1. **Page 9, SPECIFICATIONS: GENERAL CONDITIONS: Warranty**
Change Sentence 5 to read: "Such parts and service must be available within a 50 mile radius of San Antonio City Hall from and by a factory authorized dealer."
2. **Page 9, SPECIFICATIONS: GENERAL CONDITIONS: Warranty**
Change Sentence 6 to read: "Bid submitted by a dealer located outside Bexar County will include a signed agreement with a factory authorized dealer located within a 50 mile radius of San Antonio City Hall, providing warranty, parts and service for items offered."
3. **Page 9, SPECIFICATIONS: GENERAL CONDITIONS: Warranty**
Change Sentence 8 to read: "Certain parts must be carried in stock by authorized dealer located within 50 mile radius of San Antonio City Hall at all times."
4. **Page 9, SPECIFICATIONS: GENERAL CONDITIONS: Delivery**
Change Sentence 1 to read: "All deliveries are to be made inside City limits of San Antonio within 180 days of issuance of City's purchase order."
5. **Page 9, SPECIFICATIONS: GENERAL CONDITIONS: Delivery**
Change Sentence 5 to read: "Vehicles with more than 1,500 miles accumulated on the odometer will not be accepted and any vehicle that accumulates more than 1,000 miles will be required to have its first preventative maintenance interval performed before it is accepted by the City."
6. **Page 9, SPECIFICATIONS: GENERAL CONDITIONS: Delivery**
Add Sentence 6 to read: "The City will not accept demo or used equipment."

- 7. Page 10, SPECIFICATIONS: GENERAL CONDITIONS: Delivery**
Add Sentence to Paragraph 3 to read: "Three (3) sets of chassis keys and auxiliary keys will be provided per unit at time of delivery."
- 8. Page 10, SPECIFICATIONS: GENERAL CONDITIONS: Delivery**
Add Last Paragraph to read: "The City of San Antonio reserves the right to increase or decrease the quantity of units being purchased through December 31, 2012 depending on availability of funds. Prices may not be increased during this period, however the City should benefit from any price decrease."
- 9. Page 10, Item 1, CAB AND CHASSIS SPECIFICATIONS: Chassis Engine**
Change Sentence 1 to read: "Truck engine shall be turbocharged diesel, minimum 200 HP @ 2400 RPM, and a minimum 520 ft-lbs. @ 1600 RPM."
- 10. Page 10, Item 1, CAB AND CHASSIS SPECIFICATIONS: Transmission, Axles, Wheels & Brakes**
Change Sentence 3 to read: "A 2-speed rear axle or a 6 speed automatic transmission will be provided to allow proper sweeping speed of 3MPH."
- 11. Page 10, Item 1, CAB AND CHASSIS SPECIFICATIONS: Transmission, Axles, Wheels & Brakes**
Change Sentence 5 to read: "The front axle shall be equipped with taper leaf springs and shock absorbers and the rear axle shall be air or spring suspension."
- 12. Page 10, Item 1, CAB AND CHASSIS SPECIFICATIONS: Transmission, Axles, Wheels & Brakes**
Delete Sentence 7: "No exceptions to this requirement."
- 13. Page 11, Item 1, CAB AND CHASSIS SPECIFICATIONS: Electrical**
Change Sentence 3 to read: "Chassis and sweeper engine shall have a combined minimum of 220 amp alternator."
- 14. Page 11, Item 1, SWEEPER BODY SPECIFICATIONS: Sweeper Engine**
Change Paragraph 1, Sentence 1 to read: "Diesel engine shall have 4 cylinders."
- 15. Page 11, Item 1, SWEEPER BODY SPECIFICATIONS: Sweeper Engine**
Change Paragraph 2, Sentence 1 to read: "If water cooled, engine shall be protected by a 70/30 mixture anti-freeze/water for cold weather storage and or operation to -30 degrees F (-34C)."
- 16. Page 12, Item 1, SWEEPER BODY SPECIFICATIONS: Main Broom**
Change Sentence 1 to read: The main broom shall not be less than 58" inches long and not less than 35 inches in diameter."
- 17. Page 12, Item 1, SWEEPER BODY SPECIFICATIONS: Main Broom**
Delete Sentence 3: "Chain and Sprocket design is not acceptable due to maintenance."
- 18. Page 12, Item 1, SWEEPER BODY SPECIFICATIONS: Main Broom**
Change Sentence 10 to read: "Shall be equipped with a steel or composite main broom hood to prevent material from being over thrown into following traffic and also be capable of channeling throw back into the dirt chamber."

19. Page 12, Item 1, SWEEPER BODY SPECIFICATIONS: Main Broom

Change Sentence 12 to read: 'Main broom shall be pneumatically or hydraulically raised and lowered.'

20. Page 12, Item 1, SWEEPER BODY SPECIFICATIONS: Hopper

Change Sentence 10 to read: "Lift mechanism shall be double or single stage scissors lift system utilizing two hydraulic cylinders with a bore of not less than 3.5" inches and a stroke of not less than 19.5" inches.'

21. Page 12, Item 1, SWEEPER BODY SPECIFICATIONS: Hopper

Delete Sentence 14: "Hopper to hydraulically side shift toward hopper receptacle not less than 11" inches for dumping efficiency."

22. Page 12, Item 1, SWEEPER BODY SPECIFICATIONS: Hopper

Change Sentence 15 to read: "When dumping hopper the minimum clearance required between the sweeper and debris receptacle shall not be less than 28" inches either by use of chute extension or side shift."

23. Page 12, Item 1, SWEEPER BODY SPECIFICATIONS: Spray Water System

Change Sentence 6 to read: "Water system shall be equipped with a 3 spray nozzles or high pressure dual nozzles on each side broom and a minimum 3 spray nozzles on a rear spray bar."

24. Page 13, Item 1, SWEEPER BODY SPECIFICATIONS: Pneumatic System

Delete Sentence 3: "A separate air tank for all sweeper air components shall be provided."

25. Page 13, Item 1, SWEEPER BODY SPECIFICATIONS: Electrical System

Change Sentence 4 to read: "Sweeper wiring harness shall be color-coded and or hot stamped with appropriate word designation labeled every 4" inches, i.e. "Ignition", "Side Broom" on each wire."

26. Page 13, Item 1, SWEEPER BODY SPECIFICATIONS: Electrical System

Change Paragraph 2, Sentence 2 to read: "Chassis and sweeper engine shall have a combined minimum of 220 amp alternator."

27. Page 13, Item 1, SWEEPER BODY SPECIFICATIONS: Sweeper Instruments

Change Sentence 1 to read: "Sweeper engine instruments shall include tachometer, hour meter, oil pressure gauge and lamp, low coolant level lamp (if water cooled), voltage, auxiliary engine running lamp, coolant temperature gauge and lamp (if water cooled), air filter restriction indicator for complete information for the operator on the condition of the auxiliary engine."

28. Page 13, Item 1, SWEEPER BODY SPECIFICATIONS: Sweeper Instruments

Change Sentence 2 to read: "Sweeper instruments shall include main broom down pressure, hydraulic filter restriction indicator, sweeper out of level indicator (if side shift is used), spray water indicator, a "raised" hopper indicator and a "full" hopper indicator to notify the operator of hopper conditions."

- 29. Page 13, Item 1, SWEEPER BODY SPECIFICATIONS: Paint**
Change Sentence 1 to read: "All visible exterior metallic surfaces shall be coated prior to assembly with Imron or polyester powder coat."
- 30. Page 13, Item 1, SWEEPER BODY SPECIFICATIONS: Paint**
Delete Sentence: "Vehicle shall have an accent color of Grey on the lower portions of the unit."
- 31. Page 13, Item 1, SWEEPER BODY SPECIFICATIONS: Manuals**
Add Sentence to read: "All manuals shall be provided in paper format at a minimum."
- 32. Page 14, Item 1, SWEEPER BODY SPECIFICATIONS: Warranty**
Change Sentence 1 to read: "Manufacturer's warranty shall be not less than one (1) year and unlimited hours on entire sweeper, including all parts and labor."
- 33. Page 14, Item 1, SWEEPER BODY SPECIFICATIONS: Warranty**
Add Last Sentence to read: "Warranty provider shall be available for a minimum three (3) years after the sale of the unit(s)."
- 34. Page 14, Item 1, SWEEPER BODY SPECIFICATIONS: Quality**
Delete Sentence: "Sweeper shall be manufactured by a company with a registered quality standard no less than ISO 9001."
- 35. Page 14, Item 2, SPECIFICATIONS: CAB & CHASSIS: Transmission**
Change Sentence 1 to read: "Shall be a heavy duty Allison 2500 RDS, or proven equal with either a 5 or 6 speed automatic transmission."
- 36. Page 14, Item 2, SPECIFICATIONS: CAB & CHASSIS: Axles**
Change Sentence 2 to read: "Rear axle to be a minimum 21,000 lbs with air or spring suspension of at least 23,000 lbs."
- 37. Page 14, Item 2, SPECIFICATIONS: CAB & CHASSIS: Axles**
Change Sentence 3 to read: "Rear axle to be two speed if equipped with 5 speed transmission."
- 38. Page 15, Item 2, SPECIFICATIONS: CAB & CHASSIS: Chassis and sweeper**
Change Sentence to read: "Chassis sweeper to be painted School Bus Yellow (DUPONT color stock code B8779 or equal)."
- 39. Page 15, Item 2, SWEEPER BODY: Hopper**
Change Sentence 2 to read: "Dumping shall be accomplished by means of hydraulic actuated cylinders attached to a raker bar moving inside hopper, or by a tilting type hopper with a tilt angle of no less than 50 degrees."
- 40. Page 15, Item 2, SWEEPER BODY: Hopper**
Delete Last Sentence: "Hopper interior to be coated with anti-wear/anti-seize coating."

41. Page 15, Item 2, SWEEPER BODY: Hydraulics

Change Sentence 1 and 2 to read: "Hydraulic or pneumatic power shall be used to operate all broom rotation and lifting functions. A gear driven pump with a minimum 23 gallon tank with spin-on filter and tank level indicator and temperature indicator shall be used if applicable."

42. Page 15, Item 2, SWEEPER BODY: Gutter Broom

Change Sentence 2 & 3 to read: "Minimum 42" inch diameter, polly filled vertical digger type gutter brooms for removing debris from gutter area. The gutter broom to be hydraulic motor driven and shall be positioned laterally and vertically by a hydraulic or pneumatic cylinder and springs."

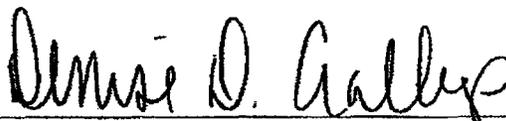
43. Page 16, Item 2, SWEEPER BODY: Gutter Broom

Change Sentence 6 to read: "The gutter broom to include hydraulically or electronically actuated tilt."

44. Page 15, Item 2, SWEEPER BODY: Hand Hose

Change Sentence 2 to read: "The hand hose shall be a minimum 8" inches in diameter and at least 9.5' ft long with a 48" inch long collection nozzle."

****THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH THE PROPOSAL PACKAGE****



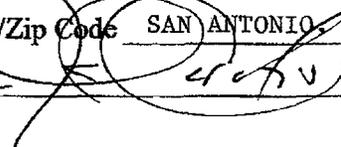
Denise D. Gallegos, C.P.M., CPPB
Procurement Administrator
Finance Department – Purchasing Division

Date JULY 11, 2012

Company Name INDUSTRIAL DISPOSAL SUPPLY

Address 1106 PAULSUN

City/State/Zip Code SAN ANTONIO, TEXAS 78219

Signature 



CITY OF SAN ANTONIO

P.O. Box 839966
SAN ANTONIO, TEXAS 78283-3966

ADDENDUM III

SUBJECT: Purchase of Street Sweepers, Formal Invitation for Bid (IFB 6100001427) scheduled to open: July 9, 2012; Date of Issue: June 05, 2012.

FROM: Denise D. Gallegos, C.P.M., CPPB, Procurement Administrator

DATE: July 5, 2012

This notice shall serve as Addendum No. III, to the above-referenced Formal Invitation for Bid and shall become part of the original proposal package and must be returned with proposal on or before the due date.

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

1. THE BID OPENING IS HEREBY **EXTENDED TO WEDNESDAY, JULY 11, 2012, 2:00 PM LOCAL TIME.**

****THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH THE PROPOSAL PACKAGE****

Denise D. Gallegos, C.P.M., CPPB
Procurement Administrator
Finance Department – Purchasing Division

Date JULY 11, 2012

Company Name INDUSTRIAL DISPOSAL SUPPLY

Address 1106 PAULSUN

City/State/Zip Code SAN ANTONIO, TEXAS 78219

Signature



CITY OF SAN ANTONIO

P.O. Box 839966
SAN ANTONIO, TEXAS 78283-3966

ADDENDUM IV

SUBJECT: Purchase of Street Sweepers, Formal Invitation for Bid (IFB 6100001427) scheduled to open: July 11, 2012; Date of Issue: June 05, 2012.

FROM: Denise D. Gallegos, C.P.M., CPPB, Procurement Administrator

DATE: July 9, 2012

This notice shall serve as Addendum No. IV, to the above-referenced Formal Invitation for Bid and shall become part of the original proposal package and must be returned with proposal on or before the due date.

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

1. Page 10, SPECIFICATIONS: GENERAL CONDITIONS:

Change Paragraph 7 to read: "Any diesel engine being bid must conform to latest NOx EPA-2010 emission standard in effect at the time of offer. Vendor must supply a copy of the EPA Certificate of Conformity for 2010 with its offer. Only engines using selective catalytic reduction (SCR) technology will be accepted."

****THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH THE PROPOSAL PACKAGE****

Denise D. Gallegos, C.P.M., CPPB
Procurement Administrator
Finance Department – Purchasing Division

Date JULY 11, 2012
Company Name INDUSTRIAL DISPOSAL SUPPLY
Address 1106 PAULSUN
City/State/Zip Code SAN ANTONIO, TEXAS 78219
Signature [Handwritten Signature]