LOC/fpr
4/2/15
Item No. 10

AN ORDINANCE 2015-04-02-0210

ACCEPTING THE OFFERS FROM DOGGETT FREIGHTLINER OF SOUTH TEXAS, LLC AND BERGKAMP, INC., TO PROVIDE UP TO 14 POTHOLE PATCH EQUIPMENT TRUCKS FOR COST NOT TO EXCEED $2,496,508.00, FUNDED IN THE AMOUNT OF $1,936,044.00 FROM THE EQUIPMENT RENEWAL AND REPLACEMENT FUND AND $203,820.00 FROM THE TRANSPORTATION AND CAPITAL IMPROVEMENTS DEPARTMENT'S GENERAL FUND FOR 12 TRUCKS, WITH THE PURCHASE OF 2 TRUCKS CONTINGENT UPON FUTURE FUNDING.

* * * * *

WHEREAS, an offer was submitted by Doggett Freightliner of South Texas, LLC. to provide the City with 14 cab and chassis trucks for a total cost of $1,074.150.00; and

WHEREAS, the purchase from Doggett Freightliner of South Texas, LLC. meets the meets the requirements under the terms of the State of Texas Cooperative Purchasing Agreement adopted by the City of San Antonio by Resolution No. 91-39-53 on September 12, 1991; and

WHEREAS, an offer was submitted by Bergkamp, Inc. to provide the City with 14 pothole patch equipment truck bodies for a total cost of $1,422,358.00; and

WHEREAS, the purchase from Bergkamp, Inc. meets the requirements under the terms of the Texas Local Government Purchasing Cooperative agreement adopted by the City of San Antonio by Ordinance No. 97097 on January 30, 2003; and

WHEREAS, Doggett Freightliner of South Texas, LLC. and Bergkamp, Inc. are contracting to work together to deliver turnkey pothole patch trucks to the City; **NOW THEREFORE:**

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

SECTION 1. The offers from Doggett Freightliner of South Texas, LLC. and Bergkamp, Inc., to provide the City with up to 14 cab and chassis trucks and 14 pothole patch equipment truck bodies, delivered as turnkey trucks to the City, for a cost not to exceed $2,496,508.00, 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 contracts are attached hereto and incorporated herein for all purposes as **Exhibit I**.

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

Amount	General Ledger	Cost Center	Fund
$2,258,718.00	5501055	3503200001	72001000
$237,790.00	5501055	2303070002	11001000
Total Amount: $2,496,508.00			

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SECTION 3. Payment not to exceed the budgeted amount of $1,074,150.00 is authorized to Doggett Freightliner of South Texas, LLC. and should be encumbered with a purchase order.

SECTION 4. Payment not to exceed the budgeted amount of $1,422,358.00 is authorized to Bergkamp, Inc. and should be encumbered with a purchase order.

SECTION 5. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 6. This ordinance is effective immediately upon passage by eight or more affirmative votes; otherwise, it is effective on the tenth day after passage.

PASSED and APPROVED this 2nd day of April, 2015.

Ivy R. Taylor

M A Y O R
Ivy R. Taylor

ATTEST:

for Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda, Acting City Attorney

Agenda Item:	**10**
Date:	04/02/2015
Time:	11:39:01 AM
Vote Type:	Motion to Approve
Description:	An Ordinance accepting the offers from Doggett Freightliner of South Texas, LLC and Bergkamp, Inc. to provide up to 14 pothole patch equipment trucks for a cost not to exceed $2,496,508.00, funded in the amount of $1,936,044.00 from the Equipment Renewal and Replacement Fund and $203,820.00 from the Transportation and Capital Improvements Department's General Fund for 12 trucks, with the purchase of 2 trucks contingent upon future funding. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]
Result:	Passed

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

City of San Antonio Bid Tabulation

EXHIBIT I

Opened: February 4, 2015

For: Pothole Patch Equipment

6100005463 IM

Item	Description	Quantity	TXSMART Doggett Freightliner of South Texas, LLC 8700 IH 10 East Converse, TX 78109 210 277-4373	BuyBoard Bergkamp, Inc. 3040 Emulsion Dr. Selina, KS 67401 254-717-4260
1A	**Cab & Chassis (Minimum GVWR 35,000-lbs.)**	14		
	Price Each		$76,725.00	
	Total Price		$1,074,150.00	
	Year, Make & Model Cab & Chassis:		2016 Freightliner M2-106	
	Cab & Chassis Warranty		2 years - unlimited miles	
	Specific Make & Model of Engine Offered (Include SAE NET HP):		Cummins ISL 8.9L 300 HP / 860 Lb. Ft. of torque	
	Engine Warranty		2 years - 250K miles	
	Specific Make & Model of Transmission Offered:		Allison 3000RDS	
	Transmission Warranty		3 years - Unlimited Miles	
	Warranty Service Provider Name		Doggett Freightliner of South Texas, LLC	
	Warranty Provider Address		8700 IH 10 East Converse Texas 78109	
	Production Cut-Off Date		12/31/15	
	Indicate the last day that the City can place orders under this Contract without missing the cut-off date:		7/31/2015	
	Bid prices shall remain firm for all orders placed prior to this cut-off date. In the event that City does not award a Contract prior to production cut-off date, can Bidder provide bid items, at the bid price submitted, after the production cut-off date?		Yes	
1B	**Truck Body, mounted on Item 1A**	14		
	Price Each			$101,597.00
	Total Price			$1,422,358.00
	Make & Model of Flameless Patcher Body			Bergkamp FPS Flameless Patcher
	Warranty			One year
	Warranty Service Provider Name			Kinloch Equipment & Supply
	Warranty Provider Address			1200 Crownpoint Drive San Antonio, Tx 78233
	Production Cut-Off Date			3/30/2015
	Indicate the last day that the City can place orders under this Contract without missing the production cut-off date.			3/30/2015
	Bid prices shall remain firm for all orders placed prior to this cut-off date. In the event that City does not award a Contract prior to production cut-off date, can Bidder provide bid items, at the bid price submitted, after the production cut-off date?			Yes
	Payment Terms		Net 30	Net 30
	Total		$1,074,150.00	$1,422,358.00
	Total Award		**$1,074,150.00**	**$1,422,358.00**

CITY OF SAN ANTONIO

PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR OFFER ("RFO") NO.: 6100005463

POTHOLE PATCH EQUIPMENT

Date Issued: JANUARY 22, 2015

RESPONSES MUST BE RECEIVED **NO LATER** THAN: 10:00 AM C.T., FEBRUARY 17, 2015

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

Address for hard copy responses:

Physical Address:
Purchasing & General Services
Riverview Tower
111 Soledad, Fifth Floor, Suite 500
San Antonio, Texas 78205

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

For Hard Copy Submissions, Mark Envelope

"POTHOLE PATCH EQUIPMENT"

Offer Due Date: 10:00 A.M., C.T., FEBRUARY 17, 2015

RFO No.: 6100005463

Offeror's Name and Address

Bid Bond: Performance Bond: Payment Bond: Other:

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: DBE / ACDBE Requirements:

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

Pre-Submittal Conference * YES

* If YES, the Pre-Submittal conference will be held on **JANUARY 27, 2015** at 1:30 PM C.T., at FLEET TRAINING ROOM, 329 S. FRIO, SAN ANTONIO, TX 78207.

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

SBEDA Contact Information: , 210-207-3900,

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

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

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

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

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

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

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

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

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

Alternate Offers. Alternate offers may be allowed at the sole discretion of City.

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

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

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

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

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

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

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

Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

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

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

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

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

Pre-Submittal Conference.

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

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

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

Changes to RFO.

Changes to this RFO made prior to the offer due date shall be made directly to the original RFO. Changes are captured by creating a replacement version each time the RFO is changed. It is Offeror's responsibility to check for

new versions until the offer due date. City will assume that all offers received are based on the final version of the RFO as it exists on the day offers are due.

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

Preparation of Offers.

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

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

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

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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

Confidential or Proprietary Information. All offers become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Offeror should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Offeror may not be considered confidential under Texas law, or pursuant to a

Court order. Pricing may be tabulated and posted to City's website, so shall not be considered proprietary or confidential.

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

Rejection of Offers.

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

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

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

The offer is conditional; or

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

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

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

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

Evaluation and Award of Contract.

City reserves the right to make an award on the basis of City's best interests. Award may also be made based on low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

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

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

Inspection of Facilities/Equipment. Depending on the nature of the RFO, Offerors' facilities and equipment may be a determining factor in making the offer award. All Offerors may be subject to inspection of their facilities and equipment.

Prompt Payment Discount.

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

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

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

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

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

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

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.1 SCOPE: The City of San Antonio is issuing this Request for Offer (RFO) to furnish Pothole Patch Equipment Trucks in accordance with the Building and Equipment Services specifications listed herein. These vehicles include cab and chassis and FP5 Flameless Patcher Body. They will be utilized for pothole patching by Transportation and Capital Improvements Department. This RFO is issued pursuant to cooperative purchasing contract #072-A1 through TXSMARTBUY for Doggett Freightliner of South Texas, LLC, that will provide the chassis. Contract number 424-13 #FP5-12V Flameless Patcher through BuyBoard for Bergkamp, Inc., that will provide the patcher.

4.2 DELIVERY DATES:

4.2.1 Doggett Freightliner of South Texas, LLC, shall provide the cab and chassis to Bergkamp, Inc., no later than **150 days** after receipt of City's Purchase Order. Both parties shall execute and deliver to City a joint document confirming to City the date the cab and chassis is delivered to Bergkamp, Inc., within 5 days of said delivery.

4.2.2 Bergkamp, Inc., shall complete its installation of equipment and conversion no later than **60 days** after receipt of the cab & chassis from Doggett Freightliner of South Texas, LLC, , , unless extension is granted in writing by the City's Director of Building and Equipment Services, or his designee. The Bergkamp, Inc., shall notify Doggett Freightliner of South Texas, LLC, in writing of the date the conversion is completed and the unit ready for pick up by Doggett Freightliner of South Texas, LLC, , providing a copy of the notification to City simultaneously.

4.2.3 Doggett Freightliner of South Texas, LLC, shall complete all work and deliver turnkey units to the City of San Antonio no later than **5 days** after receipt of the completed unit from Bergkamp, unless extension is granted in writing by the City's Director of Building and Equipment Services, or his designee.

4.2.4 **Time is of the essence in the performance of this contract.** City may assess liquidated damages for late delivery in accordance with section 005 – Supplemental Terms & Conditions.

4.3 GENERAL DESCRIPTION OF SCOPE & SERVICES:

4.3.1 Background - The City of San Antonio is soliciting an offer for cabs & chassis from Doggett Freightliner of South Texas, LLC, in accordance with the specifications listed herein. The City is also soliciting an offer from Bergkamp, Inc., to add the patcher body and to each cab & chassis.

4.3.2 Turnkey Delivery - The City desires a turnkey delivery for these flameless pothole patch trucks. However, since the purchase of the cabs and chassis, and the bodies, will be from different parties (Doggett Freightliner of South Texas, LLC, and Bergkamp, Inc., , respectively) pursuant to different cooperative contracts, the City requires the two vendors to work together to ensure the successful delivery of the final, turnkey units. By submitting an offer pursuant to this contract, Vendor is accepting these terms and conditions, acknowledging interdependence with the other vendor, and agreeing that payment shall only be made once the final unit is delivered to and accepted by the City. **CITY SHALL HAVE NO RESPONSIBILITY TO PAY OR PERFORM UNTIL SUCH TIME AS A TURNKEY UNIT IS ACCEPTED BY CITY.**

4.3.3 Nature of Contract Document - Due to the unique nature of this agreement, City is presenting identical contracts to both vendors for signature. It is understood by the parties that while many terms and conditions contained herein apply to both parties, some will, by their nature, be applicable to only one party. A party should disregard a provision that is inapplicable to that party. Should there be any doubt as to the applicability of a provision, same shall be resolved by City.

4.3.4 Responsibility of Vendors - Doggett Freightliner of South Texas, LLC, shall be responsible for delivery of the cab and chassis to the City after Bergkamp, Inc., completes its conversion, with all equipment installed and operational. It is Doggett Freightliner of South Texas, LLC, 's responsibility to coordinate delivery of the cab and chassis to Bergkamp, Inc., and to retrieve the fully functional, converted cab and chassis and body from Bergkamp, Inc., . Doggett Freightliner of South Texas, LLC, shall be responsible for resolving any issues regarding the cab and chassis and body, the conversion work, and the installed equipment prior to final delivery to City. Doggett Freightliner of South Texas, LLC, shall be responsible for the completion of pre-delivery inspections.

4.3.5 Representations from Doggett Freightliner of South Texas, LLC, - Doggett Freightliner of South Texas, LLC, hereby represents:

a) that it takes full responsibility for ensuring problem free installation of equipment and conversion of the cab and chassis and body;

b) that it shall coordinate and jointly take responsibility for any issues with the conversion and installation of equipment prior to delivering the completed truck to the City of San Antonio;

4.3.6 Representations from both vendors:

Warranty Information: warranties will be serviced by the respective awarded vendor.

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

4.3.8 Warranty and Parts – Dealer and manufacturer must provide the maximum standard manufacturer's warranty on all components parts and service included. All components, parts, and service are required to provide as a minimum **one year unlimited mileage/hour warranty**. All warranty times to start the date the vehicle is placed in service, not on the delivery date. The dealer will be notified by letter of the in-service date of each vehicle by serial number. Vendor will fully explain the warranty by attaching separate, authenticated correspondence or entering such information in the remarks section of this bid. Warranty, reliability, and replacement captive parts costs and availability shall be a consideration in award of this bid. Warranty parts and service must be available within a fifty mile radius of City of San Antonio City Hall and by a factory-authorized dealer (NO EXCEPTIONS). All warranty repairs must be completed within 3 days from the date equipment is delivered to the vendor unless otherwise approved by the appropriate City of San Antonio maintenance superintendent.

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

4.3.10 Equipment Manuals – Vendor to furnish one set of operator manuals covering all major components of the vehicle (cab, chassis and bodies) for each unit delivered. Vendor shall also provide 5 complete sets of operator and shop repair manuals or CD/DVDs for each item bid, to include all major components, or prepaid 8-year subscription to manufacturer's maintenance/parts web site at no cost to the City. **USB Flashdrives, Jumpdrives and/or Thumbdrives are acceptable.**

4.3.11 Delivery – All deliveries are to be made inside the City limits of San Antonio. Vendor must deliver equipment between the hours of 8:00 a.m. and 3:00 p.m. (CST) on a City business day. Delivery to a non-specified location will result in non-acceptance of the equipment by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS. The Manufacturer's Statement of Origin (MSO), invoice and weight certification ticket are required upon delivery of each unit and before payment can be processed. Vehicles with more than 3000 ~~2300~~ miles accumulated on the odometer will not be accepted. All vehicles are required to have a full tank of fuel and DEF fluid, if applicable. Vehicles to be delivered with current State Inspection Decal.

Vendor must deliver equipment to:

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

4.3.12 All bids must include complete manufacturer's specifications for each model being bid. Vendor is required to notify the City of all production "cut-off" dates necessary for order submission.

4.3.13 All accessories and equipment will be OEM. The manufacturer must rate all equipment provided as low emission.

4.3.14 Air Conditioning – Air conditioning with integral heater and defroster units supplied under this specification to be OEM installed and designed for use with R-134A refrigerant. System must be capable of maintaining a temperature inside the operator cab of 70° F or less with an ambient temperature of not less than 95° F with a relative humidity of not less than 90%. As a minimum, system must have a radiator-mounted condenser, 3-speed fan and variable thermostat. If radiator mounted condenser is not practical, remote mount must be approved by the Fleet Maintenance and Operations Manager before installation. Roof mounted units not acceptable. All air conditioner components to be compatible and recommended for end item.

4.3.15 As used in this bid the left and right side is determined by sitting in the operator seat.

4.3.16 Diagnostic Tools – The vendor shall supply the most current version of software for engine, transmission, anti-lock braking system and any systems that require software. The software shall also include a minimum of two year subscription and activation fee. Vendor shall also provide any hardware required for software to communicate with engines ECM (such as data link adapter, wiring harness, etc). Vendor shall provide City with four (4) diagnostic software Licenses with hardware and four (4) diagnostic software renewals/updates. Vendor shall also provide City with four (4) software Licenses for anti-lock braking system, if Bendix braking system is not being offered.

4.4 ITEM	**QUANTITY**	**DESCRIPTION**
1A	**14 Each**	**Cab and Chassis (Minimum GVWR 35,000-lbs.)**

CAB AND CHASSIS SPECIFICATIONS:

4.4.1 Chassis - The unit shall be mounted on a 35,000 lbs. GVWR cab chassis with an approximate **144" cab** to axle dimension. All cab and chassis should be equipped with the following:

4.4.1.1 Air and electric horns required,
4.4.1.2 Integral power steering,
4.4.1.3 Turn indicators, front and rear, stop and tail lights,
4.4.1.4 Windshield washers and variable speed wipers,
4.4.1.5 Tachometer,
4.4.1.6 Adjustable steering column,
4.4.1.7 Cigar lighter/power receptacle for use with cell phone,
4.4.1.8 Water temperature, oil pressure, volt or amp gauges, and hour meter,
4.4.1.9 Back up alarm,
4.4.1.10 Minimum AM/FM radio,
4.4.1.11 DOT reflector flare kit, securely mounted inside cab,
4.4.1.12 5 lb. fire extinguisher, securely mounted inside cab,
4.4.1.13 Tinted glass,
4.4.1.14 Insulated cab headliner,
4.4.1.15 All lights on cab and chassis and/or bodies are to be of L.E.D. type (Light Emitting Diode), where available,
4.4.1.16 Minimum O.E.M. shut down for high coolant temperature,
4.4.1.17 low oil pressure with audible buzzer and visual light warning,
4.4.1.18 all lockable units shall be keyed alike.

4.4.2 Engine - In line six (6) cylinder, minimum, ~~7.2~~ **8.9** liter, diesel, minimum 300 HP rated at not more than 2400 RPM, producing a minimum of 800 lb. ft. of gross torque rated at not more than 1600 RPM, electronically governed to 68 MPH +/- 2 MPH. at full engine governed RPM. Full flow spin on oil filter and replaceable dry type air cleaner.

***4.4.3 Transmission** – Allison 3000-RDS, or proven equal.*

4.4.4 Truck Programming **-** Truck shall be programmed so PTO remains on at any road speed and at any engine rpm and there shall be no idle shutdown. Shall be equipped with PTO switch and a minimum of two additional truck factory installed switches on dash.

4.4.5 Front Axle *– Minimum 12,000 lbs. capacity with 12,000 lbs. spring capacity, springs, hub piloted steel hubs, outboard mount type brake drums with Stemco or equal front wheel visible cap bearing oiler. Front shock absorbers to be heaviest duty available for specified axle.*

4.4.6 Rear Axle *– Minimum 23,000 lbs. capacity single axle with 23,000 lbs. spring capacity, minimum 3,500 lbs. multi leaf auxiliary springs, equipped with hub piloted steel hubs, outboard mount type brake drums. Gear ratio installed must be capable of 70 MPH +/- 2 MPH geared road speed at full engine governed RPM. To be equipped with driver controlled differential lock (DCDL). Stemco or equal oil rear seals.*

> ***4.4.6.1*** *Shall have clear frame rails right side (curb side) from back of cab to rear suspension.*
>
> ***4.4.6.2*** *Shall have clear frame rail (driver's side) left side. 26 inches back of cab to rear suspension.*

4.4.7 Front and rear wheel *seals to be Stemco wet, wheels to be 10 hole hub piloted steel disk wheel, 22.5 X 8.25, tires* ~~*12 R*~~ ***11 R*** *22.5 minimum , tubeless steel belted radial tires.* ***Front tires conventional tread and rear tires to be traction tread. Shall be equipped with Loose Lug indicators.***

4.4.8 Brakes *to be full air, ABS, with automatic slack adjusters, front and rear, and must meet or exceed D.O.T. requirements for rated GVWR. A minimum 12 CFM compressor, Midland Pure Air Plus Dryer Model DA33100 or equal with automatic drain valves Model KN24,000 and pull chains accessible from the side of the truck, maxi-spring set parking brakes, S-cam rear brakes minimum 16.5" x 7.*

4.4.9 Cab - Standard cab with running boards, tilt hood and fenders. Left and right hand cab grab handles. Doors to have armrests. Units to be factory equipped with installed OEM air conditioner, integral heater, defroster units, cab headliner, standard left and right side sun visor, standard left and right outside mirrors, West Coast type spring loaded retractable heavy duty 6" x 16" painted, split focus type (approximately 2/3 flat area, 1/3 adjustable convex) mirrors or equal, and manufacturer's standard AM/FM radio. Air ride drivers seat.

4.4.10 Fuel System to be equipped with minimum capacity of 70 gallons and the necessary DEF tank required. Fuel filtration system to include primary and secondary with water separator. Fuel filler neck is required to have a removable, full flow screen.

4.4.11 Exhaust System will be horizontal and must not interfere with the body or attachments associated with the body being mounted. Exhaust must exit as not to get fumes in cab. ~~Turn outs will~~ Diffuser **to** be furnished.
Exhaust must allow clearance for PTO and direct coupled pump on right side of Allison transmission.

4.4.12 Electrical - All 12 volt DC in-line wiring connectors shall utilize sealed hinge lock connectors. Main power shall be circuit protected at the source and activated via a power distribution relay. Main power and grounding cabling to be color coded and labeled by function. All electrical function wiring that exits the electrical control station **shall be identified via wiring schematic.** ~~white GXL type wire, each wire shall have its function inkjet printed onto it in 3" intervals.~~

> **4.4.12.1** All 12 volt DC wire harness shall be over –braided with high temperature resistant nylon yarn. The harness shall feature a weave tightness of 12 picks/ inch. All DOT lighting must be flush mount and or recessed for protection.

4.4.13 Lighting – LED Lights will be mounted along all sides of body and rear section. These lights are to be swivel and adjustable work lights. Sufficient lighting must be provided to illuminate all working areas. Electrical control station will have a minimum of one (1) weather resistant control box. Each driven system will be individually controlled by a lighted, environmentally sealed switch, and each switch must be fused in accordance to the load it is driving. A 70-amp relay powered by the ignition switch will provide power to the main system. **Light switches shall be powered by ignition switch.**

4.4.14 Color – Cab & Chassis shall be OEM White

4.5 ITEM	QUANTITY	DESCRIPTION
1B	14 Each	Patcher Truck Body, mounted on Item 1A.

4.5.1 Patcher Body - It is the intent of the following specifications to describe a self-contained flameless asphalt repair/patch machine.
The city reserves the right to request a demonstration of any machine under consideration.

4.5.2 Telematics Management System - The machines shall be equipped with a telematics system that automatically provides trustworthy crew and patcher performance reports in real time, by capturing data from normal functions allowing for evaluation of the patching process, increased patching quality and reduced costs.

4.5.2.1 A seven inch (minimum) color touch screen shall be mounted in cab to allow operators to enter amount of asphalt loaded at plant and allow material(s) status data to be viewed at all times.

4.5.2.2 System shall have a GPS feature that provides automatic live tracking of each unit. All asset & pothole data must be collected and transmitted though cellular signal with GPS time stamp, and to a secure internet data base.

4.5.2.3 Mapping component must have multiple views, and be exportable to a Shape File for seamless layering into GIS programs.

4.5.2.4 Live tracking and status information provided by the system shall include but is not limited to the following:

- Physical location of machines
- Location of each pothole and time of repair
- Amount of asphalt used per job or during
- Any user chosen time frame
- Amount of asphalt in hopper
- Temperature of asphalt
- Temperature of road surface
- Ambient temperature
- Temperature of emulsion.

4.5.2.5 Internet based data reporting must provide access at any time via a secure website by authorized personnel.

4.5.2.6 System must have Search function, and Customizable reporting capability. Data shall be exportable into various formats for analysis and be compatible with standard pavement management systems.

4.5.2.7 Shall include one year cellular service

4.6 Hopper configuration - Machine Hopper shall be minimum 5.17 cubic yard (6 ton) and shall be insulated with two inches (2") of high temperature insulation with bi fold doors opening 54" x 108" also requiring two inches (2") of insulation. Hopper must have a minimum 50 degree side slopes.

4.6.1 A standard secondary auger motor shall be provided to match primary motor in hp and torque to produce double the hp and torque in parallel mode. Auger to be powered by 13.6 hp motors producing 13,209 in lbs. of torque.

4.6.2 Patcher body shall have two spoil bins; one curbside front of body, one rear mounted. Swing open door, gravity dump, 1 cubic yard total capacity

4.6.3 Diamond tread work deck (integral part of hopper weldment) measuring 47½ X 77½ inches shall house all tanks emulsion, cleaning fluid, hydraulic fluid, and water tank. Platform shall be located between hopper and truck chassis. Deck shall provide easy and safe access to hopper and shall provide operator with clear visibility into hopper. Deck is accessed by dimple steps and climb assist handles.

4.6.4 Separate deck of diamond tread to carry barricades shall measure 20" x 77-1/2" and shall be accessed by dimple steps and climb assist handles

4.6.5 Safety rails shall be provided to prevent operators falling from service platform and platform designated for barricades..

4.6.6 Shall be equipped with Lockable Tool Storage Box 108 in x 23 in with full length 15-in (38.1 cm)-tall door opening constructed of heavy-gauge steel, with full-length hinges ~~and two adjustable,~~ keyed hand latches. **All lockable units shall be keyed alike.**

4.7 Hydraulic System - Reservoir OEM's recommended size, but not less than 20 gallons. Tank shall be equipped with: oil level sight gauge, filter breather cap, shutoff valve on the external suction line from tank. Valve is to be located as close to the tank as possible. If return line is located in any other position other than on **the side of the top of the tank** ~~top of tank,~~ a second valve is to be installed in the return line near that tank. Fluid filter to be located outside of tank on the external return line.

4.7.1 Shall be equipped with Wet Spline PTO and pump to match cab and chassis, minimum 21 hp with off-on cab control.

4.7.2 Must be equipped with variable volume piston pump; single stage, direct mounted to a heavy-duty clutched drive single speed PTO. OEM's recommended standard. Hoses shall be minimum 3000 psi.

4.7.3 Control valves shall be multi-spool for hopper auger and agitator tools with built-in adjustable relief. Auxiliary circuit (hand tools) with quick coupling attachment and controls shall be located at operator workstation.

4.8 Electrical Heating System - Working hours power source shall be an electric; minimum 230 volt, 43 amp hydraulically driven AC generator.

4.8.1 After hours power 25 foot power cord (230 V @ 42 A) shall be supplied with unit to plug into existing City power supply for overnight temperature control

4.8.2 Hopper heater – There shall be minimum of 2 each, 230 volt, minimum 3.5 kw electric heater elements. Heater thermostatic controller 230 volt shall digitally display set point and hopper temperature;.

4.8.2.1 Shall have Hopper heater electrical protection with 40 amp ground fault circuit interrupter (GFCI) that trips at 5 mA for worker safety. Tack heater and system controls protected with 10 A breaker wired through the 40 A GFCI.

4.8.2.2 Shall have onboard Troubleshooting aide - voltage and amperage meters.

4.8.3 Tack oil tank, minimum 80 gallons shall be heated by a thermostatically controlled, 230 volt, minimum 1000 watt silicone drum heat band. Tack tank to be insulated with minimum 2 inches R12 insulation; opening in top to be minimum 6-3/8x8 inches oval for ease of filling, visual inspection of contents, and tank level.

4.9 Air Assist System - Air Tank Truck air compressor shall supply air to 19 gallon ASME approved air tank, mounted horizontally on the front platform of the patcher body. ASME approved, with bleed valves; minimum 80 psi tractor protection valve. Hose and spray wand used to help clean out and tack coat potholes, 12 ft. of hose shall be provided.

4.10 Cleaning fluid system (cleans tools, sprays down mix hopper) - Tank must be 15-gallons minimum with vented fill cap and tank isolation valve. Pump shall be 12 volt DC. Hose and spray wand shall have 12-ft. of hose with off-on valve and storage. System is plumbed into tack coat system for flushing of line and spray wand. One Spray wand shall be mounted on front platform for spraying down hopper and second wand shall be mounted at rear of machine for spraying down tools and asphalt chute.

4.11 Tools Shall be equipped with a pavement breaker system (standard), power source utilizes unit's auxiliary hydraulic system. Hammer shall be 67 lb. hydraulically powered with asphalt chisel and 25 ft. of hose with quick couplings. Hose reel shall be spring loaded and located under curbside fender. Separate storage for pavement breaker shall be on hydraulic lift platform that also houses compacting equipment.

4.11.1 Compactor system shall be roller vibratory type, minimum 5 hp gas engine with low oil level shutdown. Must have reinforced centrifugal clutch, vibration dampened steering rod that is height adjustable. Engine speed control to be mounted on steering rod, Drum shall be high wear resistant with scrapers front and rear. Acceptable model is Bomag, BW-55-E or proven equal. Roller shall be housed on hydraulic lift platform.

4.12 Lights - Safety Lighting and Alarms shall have two (2) 12-volt DC strobe lights flashing, amber color. Directional arrow board shall be 12-volt DC with cab controls for off-on and patterns (left arrow, right arrow, both arrows and flasher bar) must be visible from front and rear.

4.13 Sand Spreader - A five cubic yard hopper, with a hydraulically powered auger shall deliver sand to a poly spinner, through a discharge box. The sand spreader assembly shall include chute, spinner, hydraulic motor, hydraulic lines and all quick coupler connecting fittings as well as in cab controls.

4.13.1 The poly spinner shall be 17 ½" in diameter, with six fins that are two inches tall, equally spaced.

4.13.2 Spinner speed and discharge auger speed shall be controlled from inside the truck's cab.

- **4.13.2.1** Sand shall be directed from the material auger onto the poly spinner through the discharge box.
- **4.13.2.2** Shall have adjustable side wings on discharge box.
- **4.13.2.3** Spread width shall be variable from 5 to 34 feet

4.13.3 The speed of the spinner and discharge auger shall be controlled from inside the truck's cab.

4.13.4 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 at a site designated by the City. Training shall consist of a minimum three (3) eight (8) hour days.

4.14 All units shall be keyed alike.

4.15 Color – Patcher Truck Body shall be Manufacturer's standard color

4.16 PROPOSED EQUIPMENT MUST MEET ALL SAFETY STANDARDS AND REQUIREMENTS.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

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

Liquidated Damages for Delay

The Parties agree that the actual damages that might be sustained by the City by reason of the breach by Vendor of its covenant to make delivery within the deadlines specified herein, whether delivery to the other vendor for completion of that vendor's work, or delivery to City, are uncertain and would be difficult of ascertainment, and that the sum of $100.00 per day for each day delivery by said Vendor is late would be a reasonable compensation for such breach. Vendor hereby promises to pay, and the City hereby agrees to accept, such sum as liquidated damages, and not as a penalty, in the event of such breach. Furthermore, Parties agree that City may withhold said liquidated damages from any payments due to Vendor hereunder. The liquidated damages described herein are only assessable against the party causing the delay.

Cooperative Contract Provisions.

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

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

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

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

Exhibit I – All applicable terms and conditions of the Cooperative Purchasing Contract number 424-13 FP5-12V through BUYBOARD.

Exhibit II – All applicable terms and conditions of the Cooperative Purchasing Contract number 072-A1 through TXSMARTBUY

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

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

Warranty.

The warranty specified in Exhibit 1, if any, a minimum of 90-days product guarantee, or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

Rejection of Disclaimers of Warranties & Limitations Of Liability.

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

Incorporation of Attachments.

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

Attachment A – Price Schedule
Attachment B – Non-Discrimination Ordinance Language
Attachment C –State of Texas Conflict of Interest Questionnaire (Form CIQ) and Office of the City Clerk's Addendum to the State of Texas Form CIQ Attachment D –.
Attachment D – Veteran-Owned Small Business Preference Program Tracking Form

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

Invoicing and Payment.

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

Information Required On Invoice.

All invoices must be in a form and content approved by City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

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

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

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

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

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

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

Termination.

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

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

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

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

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

INDEMNIFICATION.

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

shall not apply to any liability resulting from the negligence of CITY, 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 CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

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

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

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

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

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

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

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

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

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

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

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

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

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

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

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

007 - SIGNATURE PAGE

By submitting an offer, whether electronically or by paper, Offeror represents that:

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

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

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

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

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

Offeror Information
Please Print or Type

Vendor ID No. _____
Signer's Name _____
Name of Business _____
Street Address _____
City, State, Zip Code _____
Email Address _____
Telephone No. _____
Fax No. _____
City's Solicitation No. _____

_____
Signature of Person Authorized to Sign Offer

008 - STANDARD DEFINITIONS

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

All-or-None Offer - an RFO in which City will award the entire contract to one offeror only.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

009 - ATTACHMENTS
Attachment A

PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1A	14 Each	Cab & Chassis (Minimum GVWR 35,000-lbs.)

PRICE EACH: $ _____

TOTAL PRICE: $ _____

YEAR, MAKE & MODEL CAB & CHASSIS:

_____

CAB & CHASSIS WARRANTY:

_____

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

_____

ENGINE WARRANTY:

_____

SPECIFIC MAKE & MODEL OF TRANSMISSION OFFERED:

_____

TRANSMISSION WARRANTY:

_____

WARRANTY SERVICE PROVIDER NAME: _____

_____

WARRANTY PROVIDER ADDRESS: _____

_____

PRODUCTION CUT-OFF DATE: _____.

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

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

ITEM	**QUANTITY**	**DESCRIPTION**
1B	**14 Each**	**Truck Body, mounted on Item 1A.**

PRICE EACH: $ _____

TOTAL PRICE: $ _____

MAKE & MODEL OF Flameless Patcher Body : _____

WARRANTY: _____

WARRANTY SERVICE PROVIDER NAME: _____

_____

WARRANTY PROVIDER ADDRESS: _____

_____

PRODUCTION CUT-OFF DATE: _____.

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

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

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

City of San Antonio

ADDENDUM II

SUBJECT: Request for Offer (RFO) Annual Contract for Pothole Patcher Equipment (#6100005463) Scheduled to Open: January 30, 2015; Date of Issue: January 22, 2015

FROM: Paul J. Calapa,
Procurement Administrator

DATE: February 16, 2015

THIS NOTICE SHALL SERVE AS ADDENDUM NO. II - TO THE ABOVE REFERENCED REQUEST FOR OFFER

THE ABOVE MENTIONED REQUEST FOR OFFER IS HEREBY AMMENDED AS FOLLOWS:

1. The RFO opening Date is hereby extended to **WEDNESDAY, FEBRUARY 17, 2015, 10:00 AM LOCAL TIME**.

2. Section 004 4.2 changed to read:

4.2 DELIVERY DATES:

4.2.3 Doggett Freightliner of South Texas, LLC, shall complete all work and deliver turnkey units to the City of San Antonio no later than **5 days** after receipt of the completed unit from Bergkamp, unless extension is granted in writing by the City's Director of Building and Equipment Services, or his designee.

Received
J. A. Ozaus
2/16/15
Bergkamp Inc.

Paul J. Calapa
Procurement Administrator
Finance Department, Purchasing Division

PJC//ce

PRODUCTION CUT-OFF DATE: 3/30/15.

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 3/30/15

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.

ITEM	QUANTITY	DESCRIPTION
1B	14 Each	Truck Body, mounted on Item 1A.

PRICE EACH: $ 101,597.00

TOTAL PRICE: $ 1,422,358.00

MAKE & MODEL OF Flameless Patcher Body : Bergkamp FPS Flameless Patcher

WARRANTY: One Year- Statement of Warranty Has Been submitted.

WARRANTY SERVICE PROVIDER NAME: Kinloch Equipment & Supply

WARRANTY PROVIDER ADDRESS: 1200 Crown Point Drive
San Antonio, TX 78233.

PRODUCTION CUT-OFF DATE: 3/30/15.

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 3/30/15.

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.

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

007 - SIGNATURE PAGE

By submitting an offer, whether electronically or by paper, Offeror represents that:

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

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

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

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

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

Offeror Information
Please Print or Type

Vendor ID No.	V1022648
Signer's Name	Jennifer A Strauss
Name of Business	Bergkamp Inc.
Street Address	3000 Emulsion Dr
City, State, Zip Code	Salina, KS 67401
Email Address	jennifers@bergkampinc.com
Telephone No.	254-717-3664
Fax No.	785-825-4269
City's Solicitation No.	RFO-6100005463

J A Strauss
Signature of Person Authorized to Sign Offer

City of San Antonio

ADDENDUM III

SUBJECT: Request for Offer (RFO) Annual Contract for Pothole Patch Equipment (#6100005463) Scheduled to Open: January 30, 2015; Date of Issue: January 22, 2015

FROM: Paul J. Calapa,
Procurement Administrator

DATE: March 4, 2015

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

The quantity of units being purchased is hereby reduced to 12 each of Item 1A, Cab & Chassis (Minimum GVWR 35,000-lbs., as specified in Section 004, 4.4, and 12 each of Item 1B, Truck Body, mounted on Item 1A, as specified in Section 004, 4.5.

The City shall have the option to purchase up to 2 additional units of Item 1A, Cab & Chassis (Minimum GVWR 35,000-lbs., as specified in Section 004, 4.4, and Item 1B, Truck Body, mounted on Item 1A, as specified in Section 004, 4.5, at the price stated herein. City may exercise this option at any time through October 31, 2015. By signing below, Vendor agrees to furnish up to 2 additional units at Vendor's bid price, provided City issues a purchase order no later than October 31, 2015. The same delivery requirements shall apply to the additional units if City exercises its option to purchase them.

Paul J. Calapa
Procurement Administrator
Finance Department, Purchasing Division

PJC//ce

Company Name Bergkamp Inc

Address 3000 Emulsion Dr

City/State/Zip Code Salina, KS 67401

Acknowledged and Agreed:

Signature: J. Williams.

Date: 3/5/15

CITY OF SAN ANTONIO

PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR OFFER ("RFO") NO.: 6100005463

POTHOLE PATCH EQUIPMENT

Date Issued: JANUARY 22, 2015

RESPONSES MUST BE RECEIVED **NO LATER** THAN:
10:00 AM C.T., FEBRUARY 17, 2015

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

Address for hard copy responses:

Physical Address:
Purchasing & General Services
Riverview Tower
111 Soledad, Fifth Floor, Suite 500
San Antonio, Texas 78205

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

For Hard Copy Submissions, Mark Envelope

"POTHOLE PATCH EQUIPMENT"

Offer Due Date: 10:00 A.M., C.T., FEBRUARY 17, 2015

RFO No.: 6100005463

Offeror's Name and Address

Bid Bond: Performance Bond: Payment Bond: Other:

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: DBE / ACDBE Requirements:

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

Pre-Submittal Conference * YES

* If YES, the Pre-Submittal conference will be held on **JANUARY 27, 2015** at 1:30 PM C.T., at FLEET TRAINING ROOM, 329 S. FRIO, SAN ANTONIO, TX 78207.

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

SBEDA Contact Information: , 210-207-3900,

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

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

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

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

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

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

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

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

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

Alternate Offers. Alternate offers may be allowed at the sole discretion of City.

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

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

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

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

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

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

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

Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

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

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

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

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

Pre-Submittal Conference.

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

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

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

Changes to RFO.

Changes to this RFO made prior to the offer due date shall be made directly to the original RFO. Changes are captured by creating a replacement version each time the RFO is changed. It is Offeror's responsibility to check for

new versions until the offer due date. City will assume that all offers received are based on the final version of the RFO as it exists on the day offers are due.

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

Preparation of Offers.

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

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

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

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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

Confidential or Proprietary Information. All offers become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Offeror should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Offeror may not be considered confidential under Texas law, or pursuant to a

Court order. Pricing may be tabulated and posted to City's website, so shall not be considered proprietary or confidential.

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

Rejection of Offers.

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

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

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

The offer is conditional; or

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

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

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

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

Evaluation and Award of Contract.

City reserves the right to make an award on the basis of City's best interests. Award may also be made based on low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

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

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

Inspection of Facilities/Equipment. Depending on the nature of the RFO, Offerors' facilities and equipment may be a determining factor in making the offer award. All Offerors may be subject to inspection of their facilities and equipment.

Prompt Payment Discount.

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

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

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

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

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

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

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.1 SCOPE: The City of San Antonio is issuing this Request for Offer (RFO) to furnish Pothole Patch Equipment Trucks in accordance with the Building and Equipment Services specifications listed herein. These vehicles include cab and chassis and FP5 Flameless Patcher Body. They will be utilized for pothole patching by Transportation and Capital Improvements Department. This RFO is issued pursuant to cooperative purchasing contract #072-A1 through TXSMARTBUY for Doggett Freightliner of South Texas, LLC, that will provide the chassis. Contract number 424-13 #FP5-12V Flameless Patcher through BuyBoard for Bergkamp, Inc., that will provide the patcher.

4.2 DELIVERY DATES:

4.2.1 Doggett Freightliner of South Texas, LLC, shall provide the cab and chassis to Bergkamp, Inc., no later than **150 days** after receipt of City's Purchase Order. Both parties shall execute and deliver to City a joint document confirming to City the date the cab and chassis is delivered to Bergkamp, Inc., within 5 days of said delivery.

4.2.2 Bergkamp, Inc., shall complete its installation of equipment and conversion no later than **60 days** after receipt of the cab & chassis from Doggett Freightliner of South Texas, LLC, , , unless extension is granted in writing by the City's Director of Building and Equipment Services, or his designee. The Bergkamp, Inc., shall notify Doggett Freightliner of South Texas, LLC, in writing of the date the conversion is completed and the unit ready for pick up by Doggett Freightliner of South Texas, LLC, , providing a copy of the notification to City simultaneously.

4.2.3 Doggett Freightliner of South Texas, LLC, shall complete all work and deliver turnkey units to the City of San Antonio no later than **5 days** after receipt of the completed unit from Bergkamp, unless extension is granted in writing by the City's Director of Building and Equipment Services, or his designee.

4.2.4 **Time is of the essence in the performance of this contract.** City may assess liquidated damages for late delivery in accordance with section 005 – Supplemental Terms & Conditions.

4.3 GENERAL DESCRIPTION OF SCOPE & SERVICES:

4.3.1 Background - The City of San Antonio is soliciting an offer for cabs & chassis from Doggett Freightliner of South Texas, LLC, in accordance with the specifications listed herein. The City is also soliciting an offer from Bergkamp, Inc., to add the patcher body and to each cab & chassis.

4.3.2 Turnkey Delivery - The City desires a turnkey delivery for these flameless pothole patch trucks. However, since the purchase of the cabs and chassis, and the bodies, will be from different parties (Doggett Freightliner of South Texas, LLC, and Bergkamp, Inc., , respectively) pursuant to different cooperative contracts, the City requires the two vendors to work together to ensure the successful delivery of the final, turnkey units. By submitting an offer pursuant to this contract, Vendor is accepting these terms and conditions, acknowledging interdependence with the other vendor, and agreeing that payment shall only be made once the final unit is delivered to and accepted by the City. **CITY SHALL HAVE NO RESPONSIBILITY TO PAY OR PERFORM UNTIL SUCH TIME AS A TURNKEY UNIT IS ACCEPTED BY CITY.**

4.3.3 Nature of Contract Document - Due to the unique nature of this agreement, City is presenting identical contracts to both vendors for signature. It is understood by the parties that while many terms and conditions contained herein apply to both parties, some will, by their nature, be applicable to only one party. A party should disregard a provision that is inapplicable to that party. Should there be any doubt as to the applicability of a provision, same shall be resolved by City.

4.3.4 Responsibility of Vendors - Doggett Freightliner of South Texas, LLC, shall be responsible for delivery of the cab and chassis to the City after Bergkamp, Inc., completes its conversion, with all equipment installed and operational. It is Doggett Freightliner of South Texas, LLC, 's responsibility to coordinate delivery of the cab and chassis to Bergkamp, Inc., and to retrieve the fully functional, converted cab and chassis and body from Bergkamp, Inc., . Doggett Freightliner of South Texas, LLC, shall be responsible for resolving any issues regarding the cab and chassis and body, the conversion work, and the installed equipment prior to final delivery to City. Doggett Freightliner of South Texas, LLC, shall be responsible for the completion of pre-delivery inspections.

4.3.5 Representations from Doggett Freightliner of South Texas, LLC, - Doggett Freightliner of South Texas, LLC, hereby represents:

a) that it takes full responsibility for ensuring problem free installation of equipment and conversion of the cab and chassis and body;

b) that it shall coordinate and jointly take responsibility for any issues with the conversion and installation of equipment prior to delivering the completed truck to the City of San Antonio;

4.3.6 Representations from both vendors:

Warranty Information: warranties will be serviced by the respective awarded vendor.

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

4.3.8 Warranty and Parts – Dealer and manufacturer must provide the maximum standard manufacturer's warranty on all components parts and service included. All components, parts, and service are required to provide as a minimum **one year unlimited mileage/hour warranty**. All warranty times to start the date the vehicle is placed in service, not on the delivery date. The dealer will be notified by letter of the in-service date of each vehicle by serial number. Vendor will fully explain the warranty by attaching separate, authenticated correspondence or entering such information in the remarks section of this bid. Warranty, reliability, and replacement captive parts costs and availability shall be a consideration in award of this bid. Warranty parts and service must be available within a fifty mile radius of City of San Antonio City Hall and by a factory-authorized dealer (NO EXCEPTIONS). All warranty repairs must be completed within 3 days from the date equipment is delivered to the vendor unless otherwise approved by the appropriate City of San Antonio maintenance superintendent.

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

4.3.10 Equipment Manuals – Vendor to furnish one set of operator manuals covering all major components of the vehicle (cab, chassis and bodies) for each unit delivered. Vendor shall also provide 5 complete sets of operator and shop repair manuals or CD/DVDs for each item bid, to include all major components, or prepaid 8-year subscription to manufacturer's maintenance/parts web site at no cost to the City. **USB Flashdrives, Jumpdrives and/or Thumbdrives are acceptable.**

4.3.11 Delivery – All deliveries are to be made inside the City limits of San Antonio. Vendor must deliver equipment between the hours of 8:00 a.m. and 3:00 p.m. (CST) on a City business day. Delivery to a non-specified location will result in non-acceptance of the equipment by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS. The Manufacturer's Statement of Origin (MSO), invoice and weight certification ticket are required upon delivery of each unit and before payment can be processed. Vehicles with more than 3000 ~~2300~~ miles accumulated on the odometer will not be accepted. All vehicles are required to have a full tank of fuel and DEF fluid, if applicable. Vehicles to be delivered with current State Inspection Decal.

Vendor must deliver equipment to:

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

4.3.12 All bids must include complete manufacturer's specifications for each model being bid. Vendor is required to notify the City of all production "cut-off" dates necessary for order submission.

4.3.13 All accessories and equipment will be OEM. The manufacturer must rate all equipment provided as low emission.

4.3.14 Air Conditioning – Air conditioning with integral heater and defroster units supplied under this specification to be OEM installed and designed for use with R-134A refrigerant. System must be capable of maintaining a temperature inside the operator cab of 70° F or less with an ambient temperature of not less than 95° F with a relative humidity of not less than 90%. As a minimum, system must have a radiator-mounted condenser, 3-speed fan and variable thermostat. If radiator mounted condenser is not practical, remote mount must be approved by the Fleet Maintenance and Operations Manager before installation. Roof mounted units not acceptable. All air conditioner components to be compatible and recommended for end item.

4.3.15 As used in this bid the left and right side is determined by sitting in the operator seat.

4.3.16 Diagnostic Tools – The vendor shall supply the most current version of software for engine, transmission, anti-lock braking system and any systems that require software. The software shall also include a minimum of two year subscription and activation fee. Vendor shall also provide any hardware required for software to communicate with engines ECM (such as data link adapter, wiring harness, etc). Vendor shall provide City with four (4) diagnostic software Licenses with hardware and four (4) diagnostic software renewals/updates. Vendor shall also provide City with four (4) software Licenses for anti-lock braking system, if Bendix braking system is not being offered.

4.4	**ITEM**	**QUANTITY**	**DESCRIPTION**
	1A	**14 Each**	**Cab and Chassis (Minimum GVWR 35,000-lbs.)**

CAB AND CHASSIS SPECIFICATIONS:

4.4.1 Chassis - The unit shall be mounted on a 35,000 lbs. GVWR cab chassis with an approximate **144" cab** to axle dimension. All cab and chassis should be equipped with the following:

4.4.1.1 Air and electric horns required,
4.4.1.2 Integral power steering,
4.4.1.3 Turn indicators, front and rear, stop and tail lights,
4.4.1.4 Windshield washers and variable speed wipers,
4.4.1.5 Tachometer,
4.4.1.6 Adjustable steering column,
4.4.1.7 Cigar lighter/power receptacle for use with cell phone,
4.4.1.8 Water temperature, oil pressure, volt or amp gauges, and hour meter,
4.4.1.9 Back up alarm,
4.4.1.10 Minimum AM/FM radio,
4.4.1.11 DOT reflector flare kit, securely mounted inside cab,
4.4.1.12 5 lb. fire extinguisher, securely mounted inside cab,
4.4.1.13 Tinted glass,
4.4.1.14 Insulated cab headliner,
4.4.1.15 All lights on cab and chassis and/or bodies are to be of L.E.D. type (Light Emitting Diode), where available,
4.4.1.16 Minimum O.E.M. shut down for high coolant temperature,
4.4.1.17 low oil pressure with audible buzzer and visual light warning,
4.4.1.18 all lockable units shall be keyed alike.

4.4.2 Engine - In line six (6) cylinder, minimum, ~~7.2~~ **8.9** liter, diesel, minimum 300 HP rated at not more than 2400 RPM, producing a minimum of 800 lb. ft. of gross torque rated at not more than 1600 RPM, electronically governed to 68 MPH +/- 2 MPH. at full engine governed RPM. Full flow spin on oil filter and replaceable dry type air cleaner.

***4.4.3 Transmission** – Allison 3000-RDS, or proven equal.*

4.4.4 Truck Programming - Truck shall be programmed so PTO remains on at any road speed and at any engine rpm and there shall be no idle shutdown. Shall be equipped with PTO switch and a minimum of two additional truck factory installed switches on dash.

4.4.5 Front Axle *– Minimum 12,000 lbs. capacity with 12,000 lbs. spring capacity, springs, hub piloted steel hubs, outboard mount type brake drums with Stemco or equal front wheel visible cap bearing oiler. Front shock absorbers to be heaviest duty available for specified axle.*

4.4.6 Rear Axle *– Minimum 23,000 lbs. capacity single axle with 23,000 lbs. spring capacity, minimum 3,500 lbs. multi leaf auxiliary springs, equipped with hub piloted steel hubs, outboard mount type brake drums. Gear ratio installed must be capable of 70 MPH +/- 2 MPH geared road speed at full engine governed RPM. To be equipped with driver controlled differential lock (DCDL). Stemco or equal oil rear seals.*

4.4.6.1 *Shall have clear frame rails right side (curb side) from back of cab to rear suspension.*

4.4.6.2 *Shall have clear frame rail (driver's side) left side. 26 inches back of cab to rear suspension.*

4.4.7 Front and rear wheel *seals to be Stemco wet, wheels to be 10 hole hub piloted steel disk wheel, 22.5 X 8.25, tires ~~12 R~~ 11 R 22.5 minimum , tubeless steel belted radial tires.* ***Front tires conventional tread and rear tires to be traction tread. Shall be equipped with Loose Lug indicators.***

4.4.8 Brakes *to be full air, ABS, with automatic slack adjusters, front and rear, and must meet or exceed D.O.T. requirements for rated GVWR. A minimum 12 CFM compressor, Midland Pure Air Plus Dryer Model DA33100 or equal with automatic drain valves Model KN24,000 and pull chains accessible from the side of the truck, maxi-spring set parking brakes, S-cam rear brakes minimum 16.5" x 7.*

4.4.9 Cab - Standard cab with running boards, tilt hood and fenders. Left and right hand cab grab handles. Doors to have armrests. Units to be factory equipped with installed OEM air conditioner, integral heater, defroster units, cab headliner, standard left and right side sun visor, standard left and right outside mirrors, West Coast type spring loaded retractable heavy duty 6" x 16" painted, split focus type (approximately 2/3 flat area, 1/3 adjustable convex) mirrors or equal, and manufacturer's standard AM/FM radio. Air ride drivers seat.

4.4.10 Fuel System to be equipped with minimum capacity of 70 gallons and the necessary DEF tank required. Fuel filtration system to include primary and secondary with water separator. Fuel filler neck is required to have a removable, full flow screen.

4.4.11 Exhaust System will be horizontal and must not interfere with the body or attachments associated with the body being mounted. Exhaust must exit as not to get fumes in cab. ~~Turn outs will~~ Diffuser **to** be furnished.
Exhaust must allow clearance for PTO and direct coupled pump on right side of Allison transmission.

4.4.12 Electrical - All 12 volt DC in-line wiring connectors shall utilize sealed hinge lock connectors. Main power shall be circuit protected at the source and activated via a power distribution relay. Main power and grounding cabling to be color coded and labeled by function. All electrical function wiring that exits the electrical control station **shall be identified via wiring schematic.** ~~white GXL type wire, each wire shall have its function inkjet printed onto it in 3" intervals.~~

4.4.12.1 All 12 volt DC wire harness shall be over –braided with high temperature resistant nylon yarn. The harness shall feature a weave tightness of 12 picks/ inch. All DOT lighting must be flush mount and or recessed for protection.

4.4.13 Lighting – LED Lights will be mounted along all sides of body and rear section. These lights are to be swivel and adjustable work lights. Sufficient lighting must be provided to illuminate all working areas. Electrical control station will have a minimum of one (1) weather resistant control box. Each driven system will be individually controlled by a lighted, environmentally sealed switch, and each switch must be fused in accordance to the load it is driving. A 70-amp relay powered by the ignition switch will provide power to the main system. **Light switches shall be powered by ignition switch.**

4.4.14 Color – Cab & Chassis shall be OEM White

4.5 ITEM	QUANTITY	DESCRIPTION
1B	14 Each	**Patcher Truck Body, mounted on Item 1A.**

4.5.1 Patcher Body - It is the intent of the following specifications to describe a self-contained flameless asphalt repair/patch machine.
The city reserves the right to request a demonstration of any machine under consideration.

4.5.2 Telematics Management System - The machines shall be equipped with a telematics system that automatically provides trustworthy crew and patcher performance reports in real time, by capturing data from normal functions allowing for evaluation of the patching process, increased patching quality and reduced costs.

4.5.2.1 A seven inch (minimum) color touch screen shall be mounted in cab to allow operators to enter amount of asphalt loaded at plant and allow material(s) status data to be viewed at all times.

4.5.2.2 System shall have a GPS feature that provides automatic live tracking of each unit. All asset & pothole data must be collected and transmitted though cellular signal with GPS time stamp, and to a secure internet data base.

4.5.2.3 Mapping component must have multiple views, and be exportable to a Shape File for seamless layering into GIS programs.

4.5.2.4 Live tracking and status information provided by the system shall include but is not limited to the following:

- Physical location of machines
- Location of each pothole and time of repair
- Amount of asphalt used per job or during
- Any user chosen time frame
- Amount of asphalt in hopper
- Temperature of asphalt
- Temperature of road surface
- Ambient temperature
- Temperature of emulsion.

4.5.2.5 Internet based data reporting must provide access at any time via a secure website by authorized personnel.

4.5.2.6 System must have Search function, and Customizable reporting capability. Data shall be exportable into various formats for analysis and be compatible with standard pavement management systems.

4.5.2.7 Shall include one year cellular service

4.6 Hopper configuration - Machine Hopper shall be minimum 5.17 cubic yard (6 ton) and shall be insulated with two inches (2") of high temperature insulation with bi fold doors opening 54" x 108" also requiring two inches (2") of insulation. Hopper must have a minimum 50 degree side slopes.

4.6.1 A standard secondary auger motor shall be provided to match primary motor in hp and torque to produce double the hp and torque in parallel mode. Auger to be powered by 13.6 hp motors producing 13,209 in lbs. of torque.

4.6.2 Patcher body shall have two spoil bins; one curbside front of body, one rear mounted. Swing open door, gravity dump, 1 cubic yard total capacity

4.6.3 Diamond tread work deck (integral part of hopper weldment) measuring 47½ X 77½ inches shall house all tanks emulsion, cleaning fluid, hydraulic fluid, and water tank. Platform shall be located between hopper and truck chassis. Deck shall provide easy and safe access to hopper and shall provide operator with clear visibility into hopper. Deck is accessed by dimple steps and climb assist handles.

4.6.4 Separate deck of diamond tread to carry barricades shall measure 20" x 77-1/2" and shall be accessed by dimple steps and climb assist handles

4.6.5 Safety rails shall be provided to prevent operators falling from service platform and platform designated for barricades..

4.6.6 Shall be equipped with Lockable Tool Storage Box 108 in x 23 in with full length 15-in (38.1 cm)-tall door opening constructed of heavy-gauge steel, with full-length hinges ~~and two adjustable,~~ keyed hand latches. **All lockable units shall be keyed alike.**

4.7 Hydraulic System - Reservoir OEM's recommended size, but not less than 20 gallons. Tank shall be equipped with: oil level sight gauge, filter breather cap, shutoff valve on the external suction line from tank. Valve is to be located as close to the tank as possible. If return line is located in any other position other than on **the side of the top of the tank** ~~top of tank,~~ a second valve is to be installed in the return line near that tank. Fluid filter to be located outside of tank on the external return line.

4.7.1 Shall be equipped with Wet Spline PTO and pump to match cab and chassis, minimum 21 hp with off-on cab control.

4.7.2 Must be equipped with variable volume piston pump; single stage, direct mounted to a heavy-duty clutched drive single speed PTO. OEM's recommended standard. Hoses shall be minimum 3000 psi.

4.7.3 Control valves shall be multi-spool for hopper auger and agitator tools with built-in adjustable relief. Auxiliary circuit (hand tools) with quick coupling attachment and controls shall be located at operator workstation.

4.8 Electrical Heating System - Working hours power source shall be an electric; minimum 230 volt, 43 amp hydraulically driven AC generator.

4.8.1 After hours power 25 foot power cord (230 V @ 42 A) shall be supplied with unit to plug into existing City power supply for overnight temperature control

4.8.2 Hopper heater – There shall be minimum of 2 each, 230 volt, minimum 3.5 kw electric heater elements. Heater thermostatic controller 230 volt shall digitally display set point and hopper temperature;.

4.8.2.1 Shall have Hopper heater electrical protection with 40 amp ground fault circuit interrupter (GFCI) that trips at 5 mA for worker safety. Tack heater and system controls protected with 10 A breaker wired through the 40 A GFCI.

4.8.2.2 Shall have onboard Troubleshooting aide - voltage and amperage meters.

4.8.3 Tack oil tank, minimum 80 gallons shall be heated by a thermostatically controlled, 230 volt, minimum 1000 watt silicone drum heat band. Tack tank to be insulated with minimum 2 inches R12 insulation; opening in top to be minimum 6-3/8x8 inches oval for ease of filling, visual inspection of contents, and tank level.

4.9 Air Assist System - Air Tank Truck air compressor shall supply air to 19 gallon ASME approved air tank, mounted horizontally on the front platform of the patcher body. ASME approved, with bleed valves; minimum 80 psi tractor protection valve. Hose and spray wand used to help clean out and tack coat potholes, 12 ft. of hose shall be provided.

4.10 Cleaning fluid system (cleans tools, sprays down mix hopper) - Tank must be 15-gallons minimum with vented fill cap and tank isolation valve. Pump shall be 12 volt DC. Hose and spray wand shall have 12-ft. of hose with off-on valve and storage. System is plumbed into tack coat system for flushing of line and spray wand. One Spray wand shall be mounted on front platform for spraying down hopper and second wand shall be mounted at rear of machine for spraying down tools and asphalt chute.

4.11 Tools Shall be equipped with a pavement breaker system (standard), power source utilizes unit's auxiliary hydraulic system. Hammer shall be 67 lb. hydraulically powered with asphalt chisel and 25 ft. of hose with quick couplings. Hose reel shall be spring loaded and located under curbside fender. Separate storage for pavement breaker shall be on hydraulic lift platform that also houses compacting equipment.

4.11.1 Compactor system shall be roller vibratory type, minimum 5 hp gas engine with low oil level shutdown. Must have reinforced centrifugal clutch, vibration dampened steering rod that is height adjustable. Engine speed control to be mounted on steering rod, Drum shall be high wear resistant with scrapers front and rear. Acceptable model is Bomag, BW-55-E or proven equal. Roller shall be housed on hydraulic lift platform.

4.12 Lights - Safety Lighting and Alarms shall have two (2) 12-volt DC strobe lights flashing, amber color. Directional arrow board shall be 12-volt DC with cab controls for off-on and patterns (left arrow, right arrow, both arrows and flasher bar) must be visible from front and rear.

4.13 Sand Spreader - A five cubic yard hopper, with a hydraulically powered auger shall deliver sand to a poly spinner, through a discharge box. The sand spreader assembly shall include chute, spinner, hydraulic motor, hydraulic lines and all quick coupler connecting fittings as well as in cab controls.

4.13.1 The poly spinner shall be 17 ½" in diameter, with six fins that are two inches tall, equally spaced.

4.13.2 Spinner speed and discharge auger speed shall be controlled from inside the truck's cab.

- **4.13.2.1** Sand shall be directed from the material auger onto the poly spinner through the discharge box.
- **4.13.2.2** Shall have adjustable side wings on discharge box.
- **4.13.2.3** Spread width shall be variable from 5 to 34 feet

4.13.3 The speed of the spinner and discharge auger shall be controlled from inside the truck's cab.

4.13.4 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 at a site designated by the City. Training shall consist of a minimum three (3) eight (8) hour days.

4.14 All units shall be keyed alike.

4.15 Color – Patcher Truck Body shall be Manufacturer's standard color

4.16 PROPOSED EQUIPMENT MUST MEET ALL SAFETY STANDARDS AND REQUIREMENTS.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

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

Liquidated Damages for Delay

The Parties agree that the actual damages that might be sustained by the City by reason of the breach by Vendor of its covenant to make delivery within the deadlines specified herein, whether delivery to the other vendor for completion of that vendor's work, or delivery to City, are uncertain and would be difficult of ascertainment, and that the sum of $100.00 per day for each day delivery by said Vendor is late would be a reasonable compensation for such breach. Vendor hereby promises to pay, and the City hereby agrees to accept, such sum as liquidated damages, and not as a penalty, in the event of such breach. Furthermore, Parties agree that City may withhold said liquidated damages from any payments due to Vendor hereunder. The liquidated damages described herein are only assessable against the party causing the delay.

Cooperative Contract Provisions.

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

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

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

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

Exhibit I – All applicable terms and conditions of the Cooperative Purchasing Contract number 424-13 FP5-12V through BUYBOARD.

Exhibit II – All applicable terms and conditions of the Cooperative Purchasing Contract number 072-A1 through TXSMARTBUY

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

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

Warranty.

The warranty specified in Exhibit 1, if any, a minimum of 90-days product guarantee, or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

Rejection of Disclaimers of Warranties & Limitations Of Liability.

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

Incorporation of Attachments.

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

Attachment A – Price Schedule
Attachment B – Non-Discrimination Ordinance Language
Attachment C –State of Texas Conflict of Interest Questionnaire (Form CIQ) and Office of the City Clerk's Addendum to the State of Texas Form CIQ Attachment D –.
Attachment D – Veteran-Owned Small Business Preference Program Tracking Form

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

Invoicing and Payment.

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

Information Required On Invoice.

All invoices must be in a form and content approved by City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

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

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

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

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

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

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

Termination.

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

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

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

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

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

INDEMNIFICATION.

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

shall not apply to any liability resulting from the negligence of CITY, 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 CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

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

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

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

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

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

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

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

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

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

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

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

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

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

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

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

007 - SIGNATURE PAGE

By submitting an offer, whether electronically or by paper, Offeror represents that:

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

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

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

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

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

Offeror Information
Please Print or Type

Vendor ID No.	V1015102
Signer's Name	Mike Crockett
Name of Business	Doggett Freightliner of South Texas, LLC
Street Address	8700 IH 10 East
City, State, Zip Code	Converse, Texas 78109
Email Address	mike.crockett@doggett.com
Telephone No.	210-277-4373
Fax No.	210-661-0289
City's Solicitation No.	6100005463

Signature of Person Authorized to Sign Offer

008 - STANDARD DEFINITIONS

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

All-or-None Offer - an RFO in which City will award the entire contract to one offeror only.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

009 - ATTACHMENTS
Attachment A

PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1A	14 Each	Cab & Chassis (Minimum GVWR 35,000-lbs.)

PRICE EACH: $ 76725.00

TOTAL PRICE: $ 1,074,150.00

YEAR, MAKE & MODEL CAB & CHASSIS:
2016 Freightliner M2-106

CAB & CHASSIS WARRANTY:
2 years - unlimited miles

SPECIFIC MAKE & MODEL OF ENGINE OFFERED (INCLUDE SAE NET HP):
Cummins ISL 8.9L 300HP / 860 Lb. Ft. of torque

ENGINE WARRANTY:
2 years - 250K miles

SPECIFIC MAKE & MODEL OF TRANSMISSION OFFERED:
Allison 3000RDS

TRANSMISSION WARRANTY:
3 years - Unlimited Miles

WARRANTY SERVICE PROVIDER NAME: Doggett Freightliner of South Texas, LLC

WARRANTY PROVIDER ADDRESS: 8700 IH 10 East, Converse Texas 78109

PRODUCTION CUT-OFF DATE: 12/31/2015.

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 7/31/2015.

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

ITEM	QUANTITY	DESCRIPTION
1B	**14 Each**	**Truck Body, mounted on Item 1A.**

PRICE EACH: $ _____

TOTAL PRICE: $ _____

MAKE & MODEL OF Flameless Patcher Body : _____

WARRANTY: _____

WARRANTY SERVICE PROVIDER NAME: _____

_____

WARRANTY PROVIDER ADDRESS: _____

_____

PRODUCTION CUT-OFF DATE: _____.

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

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

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

City of San Antonio

ADDENDUM II

SUBJECT: Request for Offer (RFO) Annual Contract for Pothole Patcher Equipment (#6100005463) Scheduled to Open: January 30, 2015; Date of Issue: January 22, 2015

FROM: Paul J. Calapa,
Procurement Administrator

DATE: February 16, 2015

THIS NOTICE SHALL SERVE AS ADDENDUM NO. II - TO THE ABOVE REFERENCED REQUEST FOR OFFER

THE ABOVE MENTIONED REQUEST FOR OFFER IS HEREBY AMMENDED AS FOLLOWS:

1. The RFO opening Date is hereby extended to **WEDNESDAY, FEBRUARY 17, 2015, 10:00 AM LOCAL TIME**.

2. Section 004 4.2 changed to read:

4.2 DELIVERY DATES:

4.2.3 Doggett Freightliner of South Texas, LLC, shall complete all work and deliver turnkey units to the City of San Antonio no later than **5 days** after receipt of the completed unit from Bergkamp, unless extension is granted in writing by the City's Director of Building and Equipment Services, or his designee.

Paul J. Calapa
Procurement Administrator
Finance Department, Purchasing Division

PJC//ce

City of San Antonio

ADDENDUM III

SUBJECT: Request for Offer (RFO) Annual Contract for Pothole Patch Equipment (#6100005463) Scheduled to Open: January 30, 2015; Date of Issue: January 22, 2015

FROM: Paul J. Calapa,
Procurement Administrator

DATE: March 4, 2015

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

The quantity of units being purchased is hereby reduced to 12 each of Item 1A, Cab & Chassis (Minimum GVWR 35,000-lbs., as specified in Section 004, 4.4, and 12 each of Item 1B, Truck Body, mounted on Item 1A, as specified in Section 004, 4.5.

The City shall have the option to purchase up to 2 additional units of Item 1A, Cab & Chassis (Minimum GVWR 35,000-lbs., as specified in Section 004, 4.4, and Item 1B, Truck Body, mounted on Item 1A, as specified in Section 004, 4.5, at the price stated herein. City may exercise this option at any time through October 31, 2015. By signing below, Vendor agrees to furnish up to 2 additional units at Vendor's bid price, provided City issues a purchase order no later than October 31, 2015. The same delivery requirements shall apply to the additional units if City exercises its option to purchase them.

Paul J. Calapa
Procurement Administrator
Finance Department, Purchasing Division

PJC//ce

Company Name Doggett Freightliner of South Texas, LLC

Address 8700 IH 10 East,

City/State/Zip Code Converse, Tx. 78109

Acknowledged and Agreed:

Signature:

Date: 3-5-15