LOC/fpr
5/29/14
Item No. 7

AN ORDINANCE 2014-05-29-0365

ACCEPTING THE OFFERS FROM DEERE & COMPANY AND ALAMO SALES CORP. TO PROVIDE THE TRANSPORTATION & CAPITAL IMPROVEMENTS, PARKS AND RECREATION, SOLID WASTE MANAGEMENT AND AVIATION DEPARTMENTS WITH FIFTEEN TRACTORS WITH VARIOUS ATTACHMENTS FOR A TOTAL COST OF $1,285,214.96, FUNDED WITH THE EQUIPMENT RENEWAL AND REPLACEMENT FUND AND THE AIRPORT OPERATIONS FUND.

* * * * *

WHEREAS, offers were submitted by Deere & Company and Alamo Sales Corp. to provide the Transportation & Capital Improvements, Parks and Recreation, Solid Waste Management and Aviation Departments with fifteen turnkey tractors with various attachments for a total cost of $1,285,214.96, using the Houston-Galveston Area Council contract # GR01-12; and

WHEREAS, this purchase meets the requirements under the terms of the Houston/Galveston Area Council of Governments Cooperative Purchasing Agreement adopted by the City of San Antonio on October 10, 1996 through Resolution No. 96-41-48; **NOW THEREFORE:**

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

SECTION 1. The offers from Deere & Company and Alamo Sales Corp. to provide the Transportation & Capital Improvements, Parks and Recreation, Solid Waste Management and Aviation Departments with fifteen turnkey tractors with various attachments for a total cost of $1,285,214.96 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 2014 budget per the table below.

Amount		General Ledger	Cost Center	Fund
	$1,022,219.66	5501055	3503200001	72001000
	$ 262,995.30	5709060	3305030005	51001000
Total Amt	$1,285,214.96			

SECTION 3. Payment not to exceed the budgeted amount of $1,152,853.96 is authorized to Deere & Company and should be encumbered with a purchase order.

SECTION 4. Payment not to exceed the budgeted amount of $132,361.00 is authorized to Alamo Sales Corp. and should be encumbered with a purchase order.

SECTION 5. The financial allocations in this ordinance are subject to approval by the Chief Financial Officer, City of San Antonio. The Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific cost centers and fund numbers as necessary to carry out the purpose of this ordinance.

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

PASSED AND APPROVED this 29th day of May, 2014.

M A Y O R
Julián Castro

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Robert F. Greenblum, City Attorney

Agenda Item:	**7 (in consent vote: 6, 7, 8, 10, 12, 13, 14, 15, 16, 17, 20, 21, 22, 24A, 24B)**
Date:	05/29/2014
Time:	11:33:53 AM
Vote Type:	Motion to Approve
Description:	An Ordinance accepting the offers from Deere & Company and Alamo Sales Corp. to provide the Transportation & Capital Improvements, Parks and Recreation, Solid Waste Management and Aviation Departments with fifteen tractors with various attachments for a total cost of $1,285,214.96, funded with the Equipment Renewal and Replacement Fund and the Airport Operations Fund. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]
Result:	Passed

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

City of San Antonio Bid Tabulation

EXHIBIT I

Opened: March 14, 2014 For: Tractors and Various Attachments 6100004125 JM			HGAC	HGAC
			Deere & Company 2000 John Deere Run Cary, NC 27513 800-358-5010	Alamo Sales Corp. 1627 E. Walnut Street Seguin, TX 78155 800-882-5762
Item	**Description**	**Qty**		
1	Turnkey Unit, John Deere 6115M Tractor 4WD with Nokian Tires, John Deere HX15	2		
a	John Deere 6115M Tractor 4WD with Nokian Tires Price Each		$72,961.21	
b	John Deere HX15 Mower Price Each		$13,947.38	
	Total Price per Turnkey Unit		$86,908.59	
	Item Total (TCI)		$173,817.18	
	Production Cut Off Date		August 1, 2014	
	Last Day that the City Can Place the Order		June 1, 2014	
	Can the bidder provide the item at the bid price submitted after the production cut off date?		Yes	
	Year, Make, Model Offered		2014 John Deere 6115M 4WD	
	Make & Model of Engine Offered (Include PTO HP)		John Deere 4.5L PowerTech PVX - 95 PTO	
	Specific Make & Model of Attachment		John Deere HX15	
	Warranty Provider		Deere & Company	
	Warranty Provider Address		2000 John Deere Run, Cary, NC 27513	
	Warranty Specifics - Tractor		24 months or 2000 hours; whichever comes first	
	Warranty Specifics - Mower		12 months	
	Prompt Payment Discount		N/A	

Opened:	March 14, 2014		HGAC	HGAC
For:	Tractors and Various Attachments		Deere & Company	Alamo Sales Corp.
6100004125		JM	2000 John Deere Run	1627 E. Walnut Street
			Cary, NC 27513 800-358-5010	Seguin, TX 78155 800-882-5762
Item	**Description**	**Qty**		
2	Turnkey Unit, John Deere 6115M Tractor 4WD with Nokian Tires, John Deere HX7	7		
a	John Deere 6115M Tractor 4WD with Nokian Tires Price Each		$72,961.21	
b	John Deere HX7 Mower Price Each		$4,710.87	
	Total Price per Turnkey Unit		$77,672.08	
	Item Total (TCI)		$543,704.56	
	Production Cut Off Date		August 1, 2014	
	Last Day that the City Can Place the Order		June 1, 2014	
	Can the bidder provide the item at the bid price submitted after the production cut off date?		Yes	
	Year, Make, Model Offered		2014 John Deere 6115M 4WD	
	Make & Model of Engine Offered (Include PTO HP)		John Deere 4.5L PowerTech PVX - 95 PTO	
	Specific Make & Model of Attachment		John Deere HX7	
	Warranty Provider		Deere & Company	
	Warranty Provider Address		2000 John Deere Run, Cary, NC 27513	
	Warranty Specifics - Tractor		24 months or 2000 hours; whichever comes first	
	Warranty Specifics - Mower		12 months	
	Prompt Payment Discount		N/A	

Opened:	March 14, 2014		HGAC	HGAC
For:	Tractors and Various Attachments		Deere & Company	Alamo Sales Corp.
6100004125		JM	2000 John Deere Run	1627 E. Walnut Street
			Cary, NC 27513 800-358-5010	Seguin, TX 78155 800-882-5762
Item	**Description**	**Qty**		
3	Turnkey Unit, John Deere 6115M Tractor 4WD with Nokian Tires, Mid-Mount Boom Mower	1		
a	John Deere 6115M Tractor 4WD with Nokian Tires Price Each		$73,477.59	
b	Alamo Mid-Mount Boom Mower Price Each			$74,003.00
	Total Price per Turnkey Unit			
	Item Total (TCI)		$73,477.59	$74,003.00
	Production Cut Off Date		August 1, 2014	N/A
	Last Day that the City Can Place the Order		June 1, 2014	N/A
	Can the bidder provide the item at the bid price submitted after the production cut off date?		Yes	Yes
	Year, Make, Model Offered		2014 John Deere 6115M 4WD	
	Make & Model of Engine Offered (Include PTO HP)		John Deere 4.5L PowerTech PVX - 95 PTO	
	Specific Make & Model of Attachment			Maverick 30' Telescoping Boom - 2014 model
	Warranty Provider		Deere & Company	Alamo Industrial
	Warranty Provider Address		2000 John Deere Run, Cary, NC 27513	1627 E. Walnut Street, Seguin, Tx 78155
	Warranty Specifics - Tractor		24 months or 2000 hours; whichever comes first	
	Warranty Specifics - Mower		N/A	Standard one year warranty
	Prompt Payment Discount		N/A	N/A

Opened:	March 14, 2014		HGAC	HGAC
For:	Tractors and Various Attachments		Deere & Company	Alamo Sales Corp.
6100004125		JM	2000 John Deere Run	1627 E. Walnut Street
			Cary, NC 27513 800-358-5010	Seguin, TX 78155 800-882-5762
Item	**Description**	**Qty**		
4	Turnkey Unit, John Deere 6115M Tractor 4WD, John Deere HX15	1		
a	John Deere 6115M Tractor 4WD Price Each		$72,253.70	
b	John Deere HX15 Mower Price Each		$13,947.38	
	Total Price per Turnkey Unit		$86,201.08	
	Item Total (SWMD)		$86,201.08	
	Production Cut Off Date		August 1, 2014	
	Last Day that the City Can Place the Order		June 1, 2014	
	Can the bidder provide the item at the bid price submitted after the production cut off date?		Yes	
	Year, Make, Model		2014 John Deere 6115M 4WD	
	Make & Model of Engine Offered (Include PTO HP)		John Deere 4.5L PowerTech PVX - 95 PTO	
	Specific Make & Model of Attachment		John Deere HX15	
	Warranty Provider		Deere & Company	
	Warranty Provider Address		2000 John Deere Run, Cary, NC 27513	
	Warranty Specifics - Tractor		24 months or 2000 hours; whichever comes first	
	Warranty Specifics - Mower		12 months	
	Prompt Payment Discount		N/A	

Opened:	March 14, 2014		HGAC	HGAC
For:	Tractors and Various Attachments		Deere & Company	Alamo Sales Corp.
6100004125		JM	2000 John Deere Run	1627 E. Walnut Street
			Cary, NC 27513 800-358-5010	Seguin, TX 78155 800-882-5762
Item	**Description**	**Qty**		
5	Turnkey Unit, John Deere 5115M Tractor 4WD (enclosed cab), John Deere HX7, H260, AV20G	1		
a	John Deere 5115M Tractor 4WD Price Each		$57,873.58	
b	John Deere HX7 Mower Price Each		$4,710.87	
c	John Deere H260 Loader Price Each		$5,048.60	
d	John Deere AV20G Root Grapple Price Each		$3,383.20	
	Total Price per Turnkey Unit		$71,016.25	
	Item Total (Parks and Recreation)		$71,016.25	
	Production Cut Off Date		August 1, 2014	
	Last Day that the City Can Place the Order		June 1, 2014	
	Can the bidder provide the item at the bid price submitted after the production cut off date?		Yes	
	Year, Make, Model		2014 John Deere 5115M 4WD	
	Make & Model of Engine Offered (Include PTO HP)		John Deere PowerTech PWX - 100 PTO	
	Specific Make & Model of Attachment		John Deere HX7, John Deere H260, Frontier AV20G	
	Warranty Provider		Deere & Company	
	Warranty Provider Address		2000 John Deere Run, Cary, NC 27513	
	Warranty Specifics - Tractor		24 months or 2000 hours; whichever comes first	
	Warranty Specifics - Mower		12 months - H260 & HX7; 12 months in Ag use, 90 days other application - AV20G	
	Prompt Payment Discount		N/A	

Opened:	March 14, 2014		HGAC	HGAC
For:	Tractors and Various Attachments		Deere & Company	Alamo Sales Corp.
6100004125		JM	2000 John Deere Run	1627 E. Walnut Street
			Cary, NC 27513 800-358-5010	Seguin, TX 78155 800-882-5762
Item	**Description**	**Qty**		
6	Turnkey Unit, John Deere 6115M Tractor 2WD, John Deere HX20	2		
a	John Deere 6115M Tractor 2WD Price Each		$62,108.78	
b	John Deere HX20 Mower Price Each		$18,301.55	
	Total Price per Turnkey Unit		$80,410.33	
	Item Total (Aviation)		$160,820.66	
	Production Cut Off Date		August 1, 2014	
	Last Day that the City Can Place the Order		June 1, 2014	
	Can the bidder provide the item at the bid price submitted after the production cut off date?		Yes	
	Year, Make, Model		2014 John Deere 6115M 2WD	
	Make & Model of Engine Offered (Include PTO HP)		John Deere 4.5L PowerTech PVX - 95 PTO	
	Specific Make & Model of Attachment		John Deere HX20	
	Warranty Provider		Deere & Company	
	Warranty Provider Address		2000 John Deere Run, Cary, NC 27513	
	Warranty Specifics - Tractor		24 months or 2000 hours; whichever comes first	
	Warranty Specifics - Mower		12 months	
	Prompt Payment Discount		N/A	

Opened:	March 14, 2014		HGAC	HGAC
For:	Tractors and Various Attachments		Deere & Company	Alamo Sales Corp.
6100004125		JM	2000 John Deere Run	1627 E. Walnut Street
			Cary, NC 27513 800-358-5010	Seguin, TX 78155 800-882-5762
Item	**Description**	**Qty**		
7	Turnkey Unit, John Deere 5100M Tractor 2WD (enclosed cab), Flail Mower (Alamo)	1		
a	John Deere 5100M Tractor 2WD Price Each		$43,816.64	
b	Alamo Flail Mower Price Each			$58,358.00
	Total Price per Turnkey Unit			
	Item Total (Aviation)		$43,816.64	$58,358.00
	Production Cut Off Date		August 1, 2014	N/A
	Last Day that the City Can Place the Order		June 1, 2014	N/A
	Can the bidder provide the item at the bid price submitted after the production cut off date?		Yes	Yes
	Year, Make, Model		2014 John Deere 5100M 2WD	
	Make & Model of Engine Offered (Include PTO HP)		John Deere PowerTech PWX - 85 PTO	
	Specific Make & Model of Attachment		N/A	Interstater Dual Wing 20'9" 2014 Model
	Warranty Provider		Deere & Company	Alamo Industrial
	Warranty Provider Address		2000 John Deere Run, Cary, NC 27513	1627 E. Walnut Street, Seguin, TX 78155
	Warranty Specifics - Tractor		24 months or 2000 hours; whichever comes first	
	Warranty Specifics - Mower		N/A	Standard one year warranty
	Prompt Payment Discount		N/A	N/A
	Total Award		$1,152,853.96	$132,361.00

CITY OF SAN ANTONIO

PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR OFFER ("RFO") NO.: 6100004125

BES – TRACTORS AND VARIOUS ATTACHMENTS

Date Issued: MARCH 6, 2014

RESPONSES MUST BE RECEIVED **NO LATER** THAN: MARCH 14, 2014
10:00 AM

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

Address for hard copy responses:

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

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

For Hard Copy Submissions, Mark Envelope

"BES – TRACTORS AND VARIOUS ATTACHMENTS"

Offer Due Date: 10:00 A.M., March 14, 2014

RFO No.: 6100004125

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 * NO

* If YES, the Pre-Submittal conference will be held on at at .

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

SBEDA Contact Information: , 210-207-3900,

002 - TABLE OF CONTENTS

No table of contents entries found.

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

SCOPE: The City of San Antonio is soliciting offers to furnish sixteen turnkey tractors with various attachments in accordance with the specifications listed herein. This equipment will be utilized by the Transportation & Capital Improvements, Parks and Recreation, Solid Waste Management and Aviation Departments for mowing large areas throughout the City.

4.1 GENERAL REQUIREMENTS

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.

4.2 WARRANTY

Warranty and Parts Dealer and manufacturer must provide the maximum standard manufacture'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 or 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. Warranty will be fully explained by attaching separate, authenticated correspondence or entering such information in the remarks section of this bid. Warranty, reliability, and replacement captive parts costs and availability shall be a consideration in award of this bid. Warranty parts and service must be available within 50 mile radius of City Hall from and by a factory-authorized dealer (NO EXCEPTIONS). All warranty repairs will be completed within three (3) days from the date equipment is delivered to the vendor unless otherwise approved by the appropriate City of San Antonio maintenance superintendent. Bidders will certify that all repairs needed after the warranty period will be available within 50 mile radius of City Hall.

4.3 DELIVERY

All deliveries are to be made inside the City limits of San Antonio. Vendor must deliver equipment to City of San Antonio – Acquisitions, Northeast Service Center, 10303 Tool Yard, Bldg #2; San Antonio, TX 78233. 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. Contact Louis Martinez or Paul Garza @ (210) 207-4600 for delivery questions. Units with more than 10 hours accumulated on the hour meter will not be accepted. All vehicles equipped with fuel tanks are required to be delivered with a full tank of fuel.

All prices will be quoted F.O.B., designated City facility, freight prepaid. All offers will be submitted in triplicate and will include complete manufacturer's specifications for each model being bid.
The Manufacturer's Statement of Origin (MSO), an invoice and all owners and service manuals are required upon delivery of each unit before payment can be processed.
All accessories and equipment will be OEM. The manufacturer will rate all equipment provided as low emission.

Owners/Service Manuals – An operator's manual per unit, to include one parts and maintenance manuals per unit of all equipment, accessories, and components will be required.

All Vehicles are to be equipped with State Inspection Decal if required
Under this bid, the City reserves the right to reject any bids and to waive irregularities and any requirements of the bid if deemed to be in the best interest of the City.

4.4 Training

The vendor shall provide a minimum of sixteen (16) hours of training; an eight (8) hour operators training and an eight (8) hour mechanical training per bid item awarded. The trainings shall be conducted at a designated City location and shall be held within fifteen (15) days of delivery. Training shall be scheduled upon award.

4.5 ADDITIONAL GENERAL CONDITIONS – FOR ITEMS 3 & 7 ONLY:

The following general conditions will apply to ITEMS 3 & 7 within this bid. The remaining ITEMS 1, 2, 4, 5 and 6 shall follow in accordance with standard terms and conditions of this document.

This contract shall begin upon award by the San Antonio City Council by passage of an ordinance therefore, and terminate upon completion of all services described herein. Deere & Company shall complete all work and deliver turnkey unit to City no later 180 days after receipt of City's Purchase Order. Deere & Company shall deliver the tractor to Alamo Sales Corp. for up fitting no later than 90 days after Deere & Company receives City's purchase order. Alamo Sales Corp. shall complete its conversion work hereunder and make the completed tractor with mid-mount boom mower and the completed tractor with flail mower ready for Deere & Company to retrieve no later than 90 days after receipt of the tractor from Deere & Company.

Background: The City of San Antonio is soliciting an offer for a tractor from Deere & Company. In accordance with the specifications listed herein. The City is also soliciting an offer for a mid-mount boom mower and flail mower attachments from Alamo Sales Corp. which will be attached to the specified tractor.

The City desires a turnkey delivery for Items 3 & 7. However, since the purchase of the tractor, the attachments and the conversion work will be performed by different parties (Deere & Company and Alamo Sales Corp. respectively) pursuant to Houston Galveston Area Council 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, the bidder is accepting these terms and conditions, acknowledging interdependence with the other bidder, 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.**

4.5.1 Nature of Contract Document

Due to the unique nature of this agreement, City is presenting identical contracts to both bidders 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.

4.5.2 Responsibility of Vendors

Deere & Company shall be responsible for delivery of one tractor and mid-mount boom mower attachment and one tractor with flail mower attachment and to the City after Alamo Sales Corp. completes the instillation of the specified mower, with all equipment installed and operational. It is Deere & Company's responsibility to coordinate delivery of the tractor to Alamo Sales Corp. and to retrieve the fully functional, turnkey tractor with mid-mount boom mower attachment and the turnkey tractor with flail mower attachment from Alamo Sales Corp. Deere & Company shall be responsible for resolving any issues regarding the tractor with mid-mount boom mower and the tractor with flail mower or the installed equipment prior to final delivery to City. Deere & Company shall be responsible for the completion of pre-delivery inspections.

Item 1
Quantity: 2
Description: Turnkey Unit, John Deere 6115M Tractor 4WD with Nokian Tires, John Deere HX15

1a. Tractor 6115M 4WD:

- Deluxe cab
- Third Mechanical SCV with standard couplers
- 3-function mechanical independent control valve loader preparation package
- Belt line mounted lights
- Multi power outlet strip
- Vandal protection package
- Condenser screen for cooling package
- Bottle holder
- Cup holder
- Series tractor
- Powrquad PLUS 16F/16R Transmission w left hand power reverser (19mph)
- Standard Cab
- Basic Spec Seat with Air Suspension
- Mirrors Manually Adjustable and Telescopic – LH & RH
- Air Conditioning
- Panorama Windshield with RH door
- Pressure and Flow Compensated Hydraulic System 30.1 GPM (114L/min), 45cc
- 2 SCV Mechanical with Standard Couplers
- Rear Independent 540/1000 RPM PTO
- Two Telescopic Draft Links 3N/2
- Center Link with Ball End
- Sway Control Blocks
- Flanged Axle, 8 Position Adjustable Steel Wheels
- 18.4R34 In. 144A8 R1W Radial (460/85R34 In. 147A8 R1W Radial)
- Nokian Brand Tires
- MFWD Front Axle with Adjustable Rims
- 14.9R24 In. 126A8 R1W Radial (380/85R24 In. 131A8 R1W Radial)
- Nokian Brand Tire
- Preparation for Shipping
- Toolbox
- Itec (Headland Management System)
- 7-pin signal interface socket
- Inner Rear View Mirror
- Power Outlet Socket
- Deluxe Radio
- Speaker & Antenna Installation
- Instructional Seat
- Additional Storage Compartment
- Front & Rear Roller Blind
- Rear Window Wiper & Washer
- Fuel Tank Bottom Guard
- Swinging Drawbar with Hammerstrap
- Remote Rear Hitch Control LH & RH
- 200 Amp Alternator
- Battery, 12V 154AH
- No Handbreak
- Heavy Duty Rear Wheel Brakes
- Powerfill Brakes
- Front Weight Support 155 lbs.) Holds up to 14 Front Weight

1b. Mower HX15:

- Flex-Wing Rotary Cutter – 540 RPM
- Stump Jumpers – Single
- Suction Blades – 6 Wheels

- 21.0" x 5.25" x 9.0" Puncture Proof Laminated Tires
- Front Safety Shield – Chain
- Rear Safety Shield – Chain
- Dual Wing Wheel Spindles, Hubs and 21.0" x 5.25" x 9.0" Puncture Proof Laminated Tires

Item 2
Quantity: 8
Description: Turnkey Unit, John Deere 6115M Tractor 4WD with Nokian Tires, John Deere HX7

2a. Tractor 6115M 4WD:

- Deluxe cab
- Third Mechanical SCV with standard couplers
- 3-function mechanical independent control valve loader preparation package
- Belt line mounted lights
- Multi power outlet strip
- Vandal protection package
- Condenser screen for cooling package
- Bottle holder
- Cup holder
- Series tractor
- Powrquad PLUS 16F/16R Transmission w left hand power reverser (19mph)
- Standard Cab
- Basic Spec Seat with Air Suspension
- Mirrors Manually Adjustable and Telescopic – LH & RH
- Air Conditioning
- Panorama Windshield with RH door
- Pressure and Flow Compensated Hydraulic System 30.1 GPM (114L/min), 45cc
- 2 SCV Mechanical with Standard Couplers
- Rear Independent 540/1000 RPM PTO
- Two Telescopic Draft Links 3N/2
- Center Link with Ball End
- Sway Control Blocks
- Flanged Axle, 8 Position Adjustable Steel Wheels
- 18.4R34 In. 144A8 R1W Radial (460/85R34 In. 147A8 R1W Radial)
- Nokian Brand Tires
- MFWD Front Axle with Adjustable Rims
- 14.9R24 In. 126A8 R1W Radial (380/85R24 In. 131A8 R1W Radial)
- Nokian Brand Tire
- Preparation for Shipping
- Toolbox
- Itec (Headland Management System)
- 7-pin signal interface socket
- Inner Rear View Mirror
- Power Outlet Socket
- Deluxe Radio
- Speaker & Antenna Installation
- Instructional Seat
- Additional Storage Compartment
- Front & Rear Roller Blind
- Rear Window Wiper & Washer
- Fuel Tank Bottom Guard
- Swinging Drawbar with Hammerstrap
- Remote Rear Hitch Control LH & RH
- 200 Amp Alternator
- Battery, 12V 154AH
- No Handbreak
- Heavy Duty Rear Wheel Brakes
- Powerfill Brakes

- Front Weight Support 155 lbs.) Holds up to 14 Front Weight

2b. Mower HX7:
- 7' Lift-Type Rotary Cutter- 540 RPM PTO
- Stump Jumper
- Suction Blades

Item 3
Quantity: 1
Description: Turnkey Unit, John Deere 6115M Tractor 4WD with Nokian Tires, Mid-Mount Boom Mower (Alamo)

3a. Tractor 6115M 4WD:
- Deluxe cab
- Third Mechanical SCV with standard couplers
- 3-function mechanical independent control valve loader preparation package
- Belt line mounted lights
- Multi power outlet strip
- Vandal protection package
- Condenser screen for cooling package
- Bottle holder
- Cup holder
- Series tractor
- Powrquad PLUS 16F/16R Transmission w left hand power reverser (19mph)
- Standard Cab
- Basic Spec Seat with Air Suspension
- Mirrors Manually Adjustable and Telescopic – LH & RH
- Air Conditioning
- Panorama Windshield with RH door
- Pressure and Flow Compensated Hydraulic System 30.1 GPM (114L/min), 45cc
- Rear Independent 540/1000 RPM PTO
- Two Telescopic Draft Links 3N/2
- Center Link with Ball End
- Sway Control Blocks
- Flanged Axle, 8 Position Adjustable Steel Wheels
- 18.4R34 In. 144A8 R1W Radial (460/85R34 In. 147A8 R1W Radial)
- Nokian Brand Tires
- MFWD Front Axle with Adjustable Rims
- 14.9R24 In. 126A8 R1W Radial (380/85R24 In. 131A8 R1W Radial)
- Nokian Brand Tire
- Preparation for Shipping
- Toolbox
- Itec (Headland Management System)
- 7-pin signal interface socket
- Inner Rear View Mirror
- Power Outlet Socket
- Deluxe Radio
- Speaker & Antenna Installation
- Instructional Seat
- Additional Storage Compartment
- Front & Rear Roller Blind
- Rear Window Wiper & Washer
- Fuel Tank Bottom Guard
- Front Auxiliary Drive
- Preparation (Crankshaft Pulley without Drive Shaft)
- Swinging Drawbar with Hammerstrap
- Remote Rear Hitch Control LH & RH
- 200 Amp Alternator
- Battery, 12V 154AH

- No Handbreak
- Heavy Duty Rear Wheel Brakes
- Tractor Tires: Nokian Tires
- Powerfill Brakes
- Back-Up Alarm

3b. Mower Mid-Mount Boom Mower (Alamo):
Item 3b is applicable for Alamo Sales Corp. only.

- Maverick 30' telescoping boom Joy stick
- 60" rotary swivel head
- Mount kit
- Factory mounting and oil

Item 4
Quantity: 1
Description: Turnkey Unit, John Deere 6115M Tractor 4WD, John Deere HX15

4a. Tractor 6115M 4WD:

- Deluxe cab
- Third Mechanical SCV with standard couplers
- 3-function mechanical independent control valve loader preparation package
- Belt line mounted lights
- Multi power outlet strip
- Vandal protection package
- Condenser screen for cooling package
- Bottle holder
- Cup holder
- Series tractor
- Powrquad PLUS 16F/16R Transmission w left hand power reverser (19mph)
- Standard Cab
- Basic Spec Seat with Air Suspension
- Mirrors Manually Adjustable and Telescopic – LH & RH
- Air Conditioning
- Panorama Windshield with RH door
- Pressure and Flow Compensated Hydraulic System 30.1 GPM (114L/min), 45cc
- 2 SCV Mechanical with Standard Couplers
- Rear Independent 540/1000 RPM PTO
- Two Telescopic Draft Links 3N/2
- Center Link with Ball End
- Sway Control Blocks
- Flanged Axle, 8 Position Adjustable Steel Wheels
- 18.4R34 In. 144A8 R1W Radial (460/85R34 In. 147A8 R1W Radial)
- No Tire Brand Preference
- MFWD Front Axle with Adjustable Rims
- 14.9R24 In. 126A8 R1W Radial (380/85R24 In. 131A8 R1W Radial)
- No Tire Brand Preference
- Preparation for Shipping
- Toolbox
- Itec (Headland Management System)
- 7-pin signal interface socket
- Inner Rear View Mirror
- Power Outlet Socket
- Deluxe Radio
- Speaker & Antenna Installation
- Instructional Seat
- Additional Storage Compartment
- Front & Rear Roller Blind
- Rear Window Wiper & Washer

- Fuel Tank Bottom Guard
- Swinging Drawbar with Hammerstrap
- Remote Rear Hitch Control LH & RH
- 200 Amp Alternator
- Battery, 12V 154AH
- No Handbreak
- Heavy Duty Rear Wheel Brakes
- Powerfill Brakes
- Front Weight Support 155 lbs.) Holds up to 14 Front Weight

4b. Mower HX15:

- Flex-Wing Rotary Cutter – 540 RPM
- Stump Jumpers – Single
- Suction Blades – 6 Wheels
- 21.0" x 5.25" x 9.0" Puncture Proof Laminated Tires
- Front Safety Shield – Chain
- Rear Safety Shield – Chain
- Dual Wing Wheel Spindles, Hubs and 21.0" x 5.25" x 9.0" Puncture Proof Laminated Tires

Item 5
Quantity: 1
Description: Turnkey Unit, John Deere 5115M 4WD Tractor (enclosed cab), John Deere HX7, H260, AV20G

5a. Tractor 5115M 4WD:

- Utility Tractor 100 PTO hp
- 16F/16R powrreverse Transmission – 540/540E
- Premium Cab
- Instructional Seat with seatbelt
- Deluxe Corner Post Exhaust (Cab Only)
- Triple Rear Deluxe Valve with Lever Controls
- Triple Mid Valve with Joystick Control
- Electrohydraulic (EH) with remote LH fender control
- 18.4R30 In. 143A8 R1 Radial
- No Tire Brand Preference
- Telescopic Rear View Cab Mirrors (2) Manually Adjustable
- Loader Preparation Package

5b. Mower HX7:

- 7' Lift-Type Rotary Cutter- 540 RPM PTO
- Stump Jumper
- Suction Blades

5c. Standard Loader H260:

- Less Package
- Less Mounting Frame
- H260 Standard Farm Loader (NSL) – 3 Function
- 3 Function Hoses and Parts
- 3 Function Mid-Mount Quick Couplers
- Less Hood Guard
- Less Ballast Box
- 2150 MM (85 In.) Global Materials Bucket

5d. Root Grapple AV20G:

- AV20G Root Grapple
- 77 In.

Item 6
Quantity: 2
Description: Turnkey Unit, John Deere 6115M 2WD Tractors, John Deere HX20

6a. Tractor 6115M 2WD:

- Deluxe cab
- Third Mechanical SCV with standard couplers
- Premiumc
- 3-function mechanical independent control valve loader preparation package
- Belt line mounted lights
- Multi power outlet strip
- Vandal protection package
- Condenser screen for cooling package
- Bottle holder
- Cup holder
- Series tractor
- Powrquad PLUS 16F/16R Transmission w left hand power reverser (19mph)
- Standard,Cab
- Basic Spec Seat with Air Suspension
- Mirrors Manually Adjustable and Telescopic – LH & RH
- Air Conditioning
- Panorama Windshield with RH door
- Pressure and Flow Compensated Hydraulic System 30.1 GPM (114L/min), 45cc
- 2 SCV Mechanical with Standard Couplers
- Rear Independent 540/1000 RPM PTO
- Two Telescopic Draft Links 3N/2
- Center Link with Ball End
- Sway Control Blocks
- Flanged Axle, 8 Position Adjustable Steel Wheels
- 18.4R34 In. 144A8 R1W Radial (460/85R34 In. 147A8 R1W Radial)
- No Tire Brand Preference
- MFWD Front Axle with Adjustable Rims
- 14.9R24 In. 126A8 R1W Radial (380/85R24 In. 131A8 R1W Radial)
- No Tire Brand Preference
- Preparation for Shipping
- Toolbox
- Itec (Headland Management System)
- 7-pin signal interface socket
- Inner Rear View Mirror
- Power Outlet Socket
- Deluxe Radio
- Speaker & Antenna Installation
- Instructional Seat
- Additional Storage Compartment
- Front & Rear Roller Blind
- Rear Window Wiper & Washer
- Fuel Tank Bottom Guard
- Swinging Drawbar with Hammerstrap
- Remote Rear Hitch Control LH & RH
- 200 Amp Alternator
- Battery, 12V 154AH
- No Handbreak
- Heavy Duty Rear Wheel Brakes
- Powerfill Brakes
- Front Weight Support 155 lbs.) Holds up to 14 Front Weight

6b. Mower HX20:

- Flex-Wing Rotary Cutter 540 RPM
- Stump Jumpers – Single

- Suction Blades
- Front Safety Shield – Second Row Chain
- Rear Safety Shield – Second Row Chain
- Dual Wing Wheel Spindles, Hubs and 21" x 7" x 12" 16 PR Severe
- Duty Ag Tires

Item 7
Quantity: 1
Description: Turnkey Unit, John Deere 5100M 2WD Tractor (enclosed cab), Flail Mower (Alamo)

7a. Tractor 5100M 2WD:

- 16F/16R powrreverser Transmission – 540/540E
- Economy Cab
- Instructional Seat with Seatbelt
- Deluxe Corner Post Exhaust (Cab Only)
- Dual Rear Valve with Lever Controls
- Less Mid Valve
- Mechanical
- 18.4R30 in. 143A8 R1 Radial
- No Tire Preference
- 2 Wheel Drive
- 11L -15in. 8PR F2 Bias
- Telescopic Rear View Cab
- Mirrors two (2) manually adjustable

7b. Mower Flail (Alamo):
Item 7b is applicable for Alamo Sales Corp. only.

- Interstater base unit 20'.9" with extreme service knifes
- Mount kit
- LH Clipped foot guard
- RH Clipped foot guard
- Rear 96'
- Mounting and oil

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.

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 GR01-12 through HOUSTON GALVESTON AREA COUNCIL.

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

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

Warranty.

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

Rejection of Disclaimers of Warranties & Limitations Of Liability.

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

Incorporation of Attachments.

Each of the attachments listed below is an essential part of this contract, which governs the righ ts 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 Language
Attachment C – Supplemental Information Related To The State Of Texas Conflict Of Interest Requirement
Attachment D – Veteran-Owned Small Business 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.	COSA Supplier No. 1038076
Signer's Name	Tamara Hebert
Name of Business	Deere & Company
Street Address	2000 John Deere Run
City, State, Zip Code	Cary, NC 27513
Email Address	GNSBids@Johndeere.com
Telephone No.	800-358-5010, option 2
Fax No.	309-749-2313
City's Solicitation No.	6100004125

Tamara Hebert
Signature of Person Authorized to Sign Offer

008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

009 - ATTACHMENTS
Attachment A – Price Schedule

ITEM	QUANTITY	DESCRIPTION
1	2 Each	Turnkey Unit, John Deere 6115M Tractor 4WD with Nokian Tires, John Deere HX15

1a. John Deere 6115M Tractor 4WD with Nokian Tires, Price Each $ 72,961.21

1b. John Deere HX15, Price Each $ 13,947.38

Total Price per Turnkey Unit $ 86,908.59

Total Extended Price $ 173,817.18

Production cut off date: Aug. 1, 2014

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

June 1, 2014

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

Yes

Year, make & model offered: 2014 John Deere 6115M 4WD

Specific make & model of engine offered (include pto hp):

John Deere 4.5L PowerTech PVX-95PTO

Specific make & model of attachment:

John Deere HX15

Warranty provider:

Deere & Company

Warranty provider address:

2000 John Deere Run Cary, NC 27513

Warranty Specifics:
Tractor: 24 months or 2000 hours, whichever comes first

Mower: 12 months

Prompt payment discount N/A **%** _____ **days (If no discount offered 30 days will apply)**
DELIVERY: Delivery will be made within 180 calendar days after issuance of purchase order.

ITEM	QUANTITY	DESCRIPTION
2	8 Each	Turnkey Unit, John Deere 6115M Tractor 4WD with Nokian Tires, John Deere HX7

2a. John Deere 6115M Tractor 4WD with Nokian Tires, Price Each $ 72,961.21

2b. John Deere HX7, Price Each $ 4,710.87

Total Price per Turnkey Unit $ 77,672.08

Total Extended Price $ 621,376.64

Production cut off date: Aug. 1, 2014

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

June 1, 2014

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

Yes

Year, make & model offered: 2014 John Deere 6115M 4WD

Specific make & model of engine offered (include pto hp):

John Deere 4.5L Power Tech PVX-95PTO

Specific make & model of attachment:

John Deere HX7

Warranty provider:

Deere & Company

Warranty provider address:

2000 John Deere Run Cary, NC 27513

Warranty Specifics:

Tractor: 24 months or 2000 hours, whichever comes first

Mower: 12 months

Prompt payment discount N/A **%** _____ **days (If no discount offered 30 days will apply)**

DELIVERY: Delivery will be made within 180 calendar days after issuance of purchase order.

ITEM	QUANTITY	DESCRIPTION
3	1 Each	Turnkey Unit, John Deere 6115M Tractor 4WD with Nokian Tires, Mid-Mount Boom Mower (Alamo)

3a. John Deere 6115M Tractor 4WD with Nokian Tires, Price Each $ 73,477.59

3b. Alamo Mid-Mount Boom Mower, Price Each $ No Bid
Item 3b is applicable to Alamo Sales Corp.

Total Price per Turnkey Unit $ N/A

Total Extended Price $ 73,477.59 (tractor only)

Production cut off date: Aug. 1, 2014

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

June 1, 2014

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

Yes

Year, make & model offered: 2014 John Deere 6115M 4WD

Specific make & model of engine offered (include pto hp):

John Deere 4.5L PowerTech PVX - 95 PTO

Specific make & model of attachment:

N/A

Warranty provider:

Deere & Company

Warranty provider address:

2000 John Deere Run Cary, NC 27513

Warranty Specifics:

Tractor: 24 months or 2000 hours, whichever comes first

Mower: N/A

Prompt payment discount N/A **%** _____ **days (If no discount offered 30 days will apply)**

DELIVERY: Delivery will be made within 180 calendar days after issuance of purchase order.

ITEM	QUANTITY	DESCRIPTION
4	1 Each	Turnkey Unit, John Deere 6115M Tractor 4WD, John Deere HX15

4a. John Deere 6115M Tractor 4WD, Price Each $ 72,253.70

4b. John Deere HX15, Price Each $ 13,947.38

Total Price per Turnkey Unit $ 86,201.08

Total Extended Price $ 86,201.08

Production cut off date: Aug. 1, 2014

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

June 1, 2014

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

Yes

Year, make & model offered: 2014 John Deere 6115M 4WD

Specific make & model of engine offered (include pto hp):

John Deere 4.5L PowerTech PVX-95 PTO

Specific make & model of attachment:

John Deere HX15

Warranty provider:

Deere & Company

Warranty provider address:

2000 John Deere Run Cary, NC 27513

Warranty Specifics:

Tractor: 24 months or 2000 hours, whichever comes first

Mower: 12 months

Prompt payment discount N/A **%** _____ **days (If no discount offered 30 days will apply)**

DELIVERY: Delivery will be made within 180 calendar days after issuance of purchase order.

ITEM	QUANTITY	DESCRIPTION
5	1 Each	Turnkey Unit, John Deere 5115M Tractor 4WD (enclosed cab), John Deere HX7, H260, AV20G,

5a. John Deere 5115M Tractor 4WD, Price Each $ 57,873.58

5b. John Deere HX7, Price Each $ 4,710.87

5c. John Deere H260, Price Each $ 5,048.60

5d. John Deere AV20G, Price Each $ 3,383.20

Total Price per Turnkey Unit $ 71,016.25

Total Extended Price $ 71,016.25

Production cut off date: Aug. 1, 2014

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

June 1, 2014

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

Yes

Year, make & model offered: 2014 John Deere 5115M 4WD

Specific make & model of engine offered (include pto hp):

John Deere Power Tech PWX-100 PTO

Specific make & model of attachment:

John Deere HX7, John Deere H260, Frontier AV20G

Warranty provider:

Deere & Company

Warranty provider address:

2000 John Deere Run Cary, NC 27513

Warranty Specifics:

Tractor: 24 months or 2000 hours, whichever comes first

Mower: 12 months - H260 & HX7; AV20G-12 months in Ag use, 90 days in any other application.

Prompt payment discount N/A **%** _____ **days (If no discount offered 30 days will apply)**
DELIVERY: Delivery will be made within 180 calendar days after issuance of purchase order.

ITEM	QUANTITY	DESCRIPTION
6	2 Each	Turnkey Unit, John Deere 6115M Tractor 2WD, John Deere HX20

6a. John Deere 6115M Tractor 2WD, Price Each $ 62,108.78

6b. John Deere HX20, Price Each $ 18,301.55

Total Price per Turnkey Unit $ 80,410.33

Total Extended Price $ 160,820.66

Production cut off date: Aug. 1, 2014

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

June 1, 2014

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

Yes

Year, make & model offered: 2014 John Deere 6115M 2WD

Specific make & model of engine offered (include pto hp):

John Deere 4.5L PowerTech PVX-95 PTO

Specific make & model of attachment:

John Deere HX20

Warranty provider:

Deere & Company

Warranty provider address:

2000 John Deere Run Cary, NC 27513

Warranty Specifics:

Tractor: 24 months or 2000 hours, whichever occurs first

Mower: 12 months

Prompt payment discount N/A **%** _____ **days (If no discount offered 30 days will apply)**

DELIVERY: Delivery will be made within 180 calendar days after issuance of purchase order.

ITEM	QUANTITY	DESCRIPTION
7	1 Each	Turnkey Unit, John Deere 5100M Tractor 2WD (enclosed cab), Flail Mower (Alamo)

7a. John Deere 5100M Tractor 2WD, Price Each $ 43,816.64

7b. Alamo Flail Mower, Price Each $ No Bid
Item 7b is applicable to Alamo Sales Corp. Only.

Total Price per Turnkey Unit $ N/A

Total Extended Price $ 43,816.64 (tractor only)

Production cut off date: Aug. 1, 2014

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

June 1, 2014

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

Yes

Year, make & model offered: 2014 John Deere 5100M 2WD

Specific make & model of engine offered (include pto hp):

John Deere PowerTech PWX - 85 PTO

Specific make & model of attachment:

N/A

Warranty provider:

Deere & Company

Warranty provider address:

2000 John Deere Run Cary, NC 27513

Warranty Specifics:

Tractor: 24 months or 2000 hours, whichever comes first

Mower: N/A

Prompt payment discount N/A **%** _____ **days (If no discount offered 30 days will apply)**

DELIVERY: Delivery will be made within 180 calendar days after issuance of purchase order.

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

SOLICITATION NAME/NUMBER: BES-Tractors and Various Attachments/6100004125

Name of Respondent:	Deere & Company	
Physical Address:	2000 John Deere Run	
City, State, Zip Code:	Cary, NC 27513	
Phone Number:	800-358-5010, option 2	
Email Address:	GNSBids@JohnDeere.com	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	(No)
If yes, provide the SBA Certification #	N/A	
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	(No)
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.	N/A	
Participation Dollar Amount	N/A	

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

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

BIDDER/RESPONDENT'S FULL NAME:

Tamara Hebert
(Print Name) Authorized Representative of Bidder/Respondent

Tamara Hebert
(Signature) Authorized Representative of Bidder/Respondent

Contract Administrator
Title

3-11-2014
Date

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

JOHN DEERE

Agricultural & Turf Division
2000 John Deere Run, Cary, NC 27513 USA
Phone: 919-804-2862 Fax: 309-749-2313
E-mail: GNSBids@JohnDeere.com

Tamara Hebert
Contract Administrator
Governmental & National Sales

30 April 2014

Request For Offer: 6100004125
Bid Opening Date: March 14, 2014
Bid Opening Time: 10:00 AM CST

Vendor Name: Deere & Company
2000 John Deere Run
Cary, NC 27513

Phone: 800-358-5010, option 2
Fax: 309-749-2313
Email: GNSBids@JohnDeere.com

Reference: Clarification of Deviation – Supplemental Terms & Conditions & General Terms & Conditions

This letter is to better clarify Deere & Company's deviation of the Supplemental Terms & Conditions.

Order of Priority of Contract Documents

The supplemental terms & conditions state the following:

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

Exhibit I is defined as all applicable terms and conditions of the Houston Galveston Area Council (HGAC) Contract GR01-12, which John Deere currently holds.

John Deere will be bound by the terms and conditions of both RFO 6100004125 and HGAC Contract GR01-12. However, should a conflict arise among the provisions of the contract documents for the HGAC contract, HGAC GR01-12 will take precedence over this RFO.

The precedence of HGAC GR01-12 over RFO 6100004125 excludes the Venue clause found on page 22 of the RFO in the General Terms & Conditions. Therefore, Deere & Company agrees that the 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.

Tamara Hebert

Tamara Hebert / Contract Administrator

City of San Antonio

ADDENDUM I

SUBJECT: Request for Offer (RFO) Tractors and Various Attachments (6100004125), Scheduled to Open: March 12, 2014; Date of Issue: March 6, 2014

FROM: Paul J. Calapa, Procurement Administrator

DATE: March 10, 2014

THIS NOTICE SHALL SERVE AS ADDENDUM NO. I – TO THE ABOVE REFERENCED REQUEST FOR OFFER

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

1. THE IFB OPENING DATE IS HEREBY EXTENDED TO **FRIDAY, MARCH 14, 2014**, 10:00 A.M. LOCAL TIME.

Paul J. Calapa
Procurement Administrator
Finance Department, Purchasing Division

Tamara Hebert
Contract Administrator
Deere & Company
3-13-2014

CITY OF SAN ANTONIO

PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR OFFER ("RFO") NO.: 6100004125

BES – TRACTORS AND VARIOUS ATTACHMENTS

Date Issued: MARCH 6, 2014

RESPONSES MUST BE RECEIVED **NO LATER** THAN: MARCH 14, 2014
10:00 AM

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

Address for hard copy responses:

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

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

For Hard Copy Submissions, Mark Envelope

"BES – TRACTORS AND VARIOUS ATTACHMENTS"

Offer Due Date: 10:00 A.M., March 14, 2014

RFO No.: 6100004125

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 * NO

* If YES, the Pre-Submittal conference will be held on at at .

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

SBEDA Contact Information: , 210-207-3900,

002 - TABLE OF CONTENTS

No table of contents entries found.

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

SCOPE: The City of San Antonio is soliciting offers to furnish sixteen turnkey tractors with various attachments in accordance with the specifications listed herein. This equipment will be utilized by the Transportation & Capital Improvements, Parks and Recreation, Solid Waste Management and Aviation Departments for mowing large areas throughout the City.

4.1 GENERAL REQUIREMENTS

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.

4.2 WARRANTY

Warranty and Parts Dealer and manufacturer must provide the maximum standard manufacture'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 or 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. Warranty will be fully explained by attaching separate, authenticated correspondence or entering such information in the remarks section of this bid. Warranty, reliability, and replacement captive parts costs and availability shall be a consideration in award of this bid. Warranty parts and service must be available within 50 mile radius of City Hall from and by a factory-authorized dealer (NO EXCEPTIONS). All warranty repairs will be completed within three (3) days from the date equipment is delivered to the vendor unless otherwise approved by the appropriate City of San Antonio maintenance superintendent. Bidders will certify that all repairs needed after the warranty period will be available within 50 mile radius of City Hall.

4.3 DELIVERY

All deliveries are to be made inside the City limits of San Antonio. Vendor must deliver equipment to City of San Antonio – Acquisitions, Northeast Service Center, 10303 Tool Yard, Bldg #2; San Antonio, TX 78233. 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. Contact Louis Martinez or Paul Garza @ (210) 207-4600 for delivery questions. Units with more than 10 hours accumulated on the hour meter will not be accepted. All vehicles equipped with fuel tanks are required to be delivered with a full tank of fuel.

All prices will be quoted F.O.B., designated City facility, freight prepaid. All offers will be submitted in triplicate and will include complete manufacturer's specifications for each model being bid.
The Manufacturer's Statement of Origin (MSO), an invoice and all owners and service manuals are required upon delivery of each unit before payment can be processed.
All accessories and equipment will be OEM. The manufacturer will rate all equipment provided as low emission.

Owners/Service Manuals – An operator's manual per unit, to include one parts and maintenance manuals per unit of all equipment, accessories, and components will be required.

All Vehicles are to be equipped with State Inspection Decal if required
Under this bid, the City reserves the right to reject any bids and to waive irregularities and any requirements of the bid if deemed to be in the best interest of the City.

4.4 Training

The vendor shall provide a minimum of sixteen (16) hours of training; an eight (8) hour operators training and an eight (8) hour mechanical training per bid item awarded. The trainings shall be conducted at a designated City location and shall be held within fifteen (15) days of delivery. Training shall be scheduled upon award.

4.5 ADDITIONAL GENERAL CONDITIONS – FOR ITEMS 3 & 7 ONLY:

The following general conditions will apply to ITEMS 3 & 7 within this bid. The remaining ITEMS 1, 2, 4, 5 and 6 shall follow in accordance with standard terms and conditions of this document.

This contract shall begin upon award by the San Antonio City Council by passage of an ordinance therefore, and terminate upon completion of all services described herein. Deere & Company shall complete all work and deliver turnkey unit to City no later 180 days after receipt of City's Purchase Order. Deere & Company shall deliver the tractor to Alamo Sales Corp. for up fitting no later than 90 days after Deere & Company receives City's purchase order. Alamo Sales Corp. shall complete its conversion work hereunder and make the completed tractor with mid-mount boom mower and the completed tractor with flail mower ready for Deere & Company to retrieve no later than 90 days after receipt of the tractor from Deere & Company.

Background: The City of San Antonio is soliciting an offer for a tractor from Deere & Company. In accordance with the specifications listed herein. The City is also soliciting an offer for a mid-mount boom mower and flail mower attachments from Alamo Sales Corp. which will be attached to the specified tractor.

The City desires a turnkey delivery for Items 3 & 7. However, since the purchase of the tractor, the attachments and the conversion work will be performed by different parties (Deere & Company and Alamo Sales Corp. respectively) pursuant to Houston Galveston Area Council 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, the bidder is accepting these terms and conditions, acknowledging interdependence with the other bidder, 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.**

4.5.1 Nature of Contract Document
Due to the unique nature of this agreement, City is presenting identical contracts to both bidders 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.

4.5.2 Responsibility of Vendors
Deere & Company shall be responsible for delivery of one tractor and mid-mount boom mower attachment and one tractor with flail mower attachment and to the City after Alamo Sales Corp. completes the instillation of the specified mower, with all equipment installed and operational. It is Deere & Company's responsibility to coordinate delivery of the tractor to Alamo Sales Corp. and to retrieve the fully functional, turnkey tractor with mid-mount boom mower attachment and the turnkey tractor with flail mower attachment from Alamo Sales Corp. Deere & Company shall be responsible for resolving any issues regarding the tractor with mid-mount boom mower and the tractor with flail mower or the installed equipment prior to final delivery to City. Deere & Company shall be responsible for the completion of pre-delivery inspections.

Item 1
Quantity: 2
Description: Turnkey Unit, John Deere 6115M Tractor 4WD with Nokian Tires, John Deere HX15

1a. Tractor 6115M 4WD:

- Deluxe cab
- Third Mechanical SCV with standard couplers
- 3-function mechanical independent control valve loader preparation package
- Belt line mounted lights
- Multi power outlet strip
- Vandal protection package
- Condenser screen for cooling package
- Bottle holder
- Cup holder
- Series tractor
- Powrquad PLUS 16F/16R Transmission w left hand power reverser (19mph)
- Standard Cab
- Basic Spec Seat with Air Suspension
- Mirrors Manually Adjustable and Telescopic – LH & RH
- Air Conditioning
- Panorama Windshield with RH door
- Pressure and Flow Compensated Hydraulic System 30.1 GPM (114L/min), 45cc
- 2 SCV Mechanical with Standard Couplers
- Rear Independent 540/1000 RPM PTO
- Two Telescopic Draft Links 3N/2
- Center Link with Ball End
- Sway Control Blocks
- Flanged Axle, 8 Position Adjustable Steel Wheels
- 18.4R34 In. 144A8 R1W Radial (460/85R34 In. 147A8 R1W Radial)
- Nokian Brand Tires
- MFWD Front Axle with Adjustable Rims
- 14.9R24 In. 126A8 R1W Radial (380/85R24 In. 131A8 R1W Radial)
- Nokian Brand Tire
- Preparation for Shipping
- Toolbox
- Itec (Headland Management System)
- 7-pin signal interface socket
- Inner Rear View Mirror
- Power Outlet Socket
- Deluxe Radio
- Speaker & Antenna Installation
- Instructional Seat
- Additional Storage Compartment
- Front & Rear Roller Blind
- Rear Window Wiper & Washer
- Fuel Tank Bottom Guard
- Swinging Drawbar with Hammerstrap
- Remote Rear Hitch Control LH & RH
- 200 Amp Alternator
- Battery, 12V 154AH
- No Handbreak
- Heavy Duty Rear Wheel Brakes
- Powerfill Brakes
- Front Weight Support 155 lbs.) Holds up to 14 Front Weight

1b. Mower HX15:

- Flex-Wing Rotary Cutter – 540 RPM
- Stump Jumpers – Single
- Suction Blades – 6 Wheels

- 21.0" x 5.25" x 9.0" Puncture Proof Laminated Tires
- Front Safety Shield – Chain
- Rear Safety Shield – Chain
- Dual Wing Wheel Spindles, Hubs and 21.0" x 5.25" x 9.0" Puncture Proof Laminated Tires

Item 2
Quantity: 8
Description: Turnkey Unit, John Deere 6115M Tractor 4WD with Nokian Tires, John Deere HX7

2a. Tractor 6115M 4WD:

- Deluxe cab
- Third Mechanical SCV with standard couplers
- 3-function mechanical independent control valve loader preparation package
- Belt line mounted lights
- Multi power outlet strip
- Vandal protection package
- Condenser screen for cooling package
- Bottle holder
- Cup holder
- Series tractor
- Powrquad PLUS 16F/16R Transmission w left hand power reverser (19mph)
- Standard Cab
- Basic Spec Seat with Air Suspension
- Mirrors Manually Adjustable and Telescopic – LH & RH
- Air Conditioning
- Panorama Windshield with RH door
- Pressure and Flow Compensated Hydraulic System 30.1 GPM (114L/min), 45cc
- 2 SCV Mechanical with Standard Couplers
- Rear Independent 540/1000 RPM PTO
- Two Telescopic Draft Links 3N/2
- Center Link with Ball End
- Sway Control Blocks
- Flanged Axle, 8 Position Adjustable Steel Wheels
- 18.4R34 In. 144A8 R1W Radial (460/85R34 In. 147A8 R1W Radial)
- Nokian Brand Tires
- MFWD Front Axle with Adjustable Rims
- 14.9R24 In. 126A8 R1W Radial (380/85R24 In. 131A8 R1W Radial)
- Nokian Brand Tire
- Preparation for Shipping
- Toolbox
- Itec (Headland Management System)
- 7-pin signal interface socket
- Inner Rear View Mirror
- Power Outlet Socket
- Deluxe Radio
- Speaker & Antenna Installation
- Instructional Seat
- Additional Storage Compartment
- Front & Rear Roller Blind
- Rear Window Wiper & Washer
- Fuel Tank Bottom Guard
- Swinging Drawbar with Hammerstrap
- Remote Rear Hitch Control LH & RH
- 200 Amp Alternator
- Battery, 12V 154AH
- No Handbreak
- Heavy Duty Rear Wheel Brakes
- Powerfill Brakes

- Front Weight Support 155 lbs.) Holds up to 14 Front Weight

2b. Mower HX7:
- 7' Lift-Type Rotary Cutter- 540 RPM PTO
- Stump Jumper
- Suction Blades

Item 3
Quantity: 1
Description: Turnkey Unit, John Deere 6115M Tractor 4WD with Nokian Tires, Mid-Mount Boom Mower (Alamo)

3a. Tractor 6115M 4WD:
- Deluxe cab
- Third Mechanical SCV with standard couplers
- 3-function mechanical independent control valve loader preparation package
- Belt line mounted lights
- Multi power outlet strip
- Vandal protection package
- Condenser screen for cooling package
- Bottle holder
- Cup holder
- Series tractor
- Powrquad PLUS 16F/16R Transmission w left hand power reverser (19mph)
- Standard Cab
- Basic Spec Seat with Air Suspension
- Mirrors Manually Adjustable and Telescopic – LH & RH
- Air Conditioning
- Panorama Windshield with RH door
- Pressure and Flow Compensated Hydraulic System 30.1 GPM (114L/min), 45cc
- Rear Independent 540/1000 RPM PTO
- Two Telescopic Draft Links 3N/2
- Center Link with Ball End
- Sway Control Blocks
- Flanged Axle, 8 Position Adjustable Steel Wheels
- 18.4R34 In. 144A8 R1W Radial (460/85R34 In. 147A8 R1W Radial)
- Nokian Brand Tires
- MFWD Front Axle with Adjustable Rims
- 14.9R24 In. 126A8 R1W Radial (380/85R24 In. 131A8 R1W Radial)
- Nokian Brand Tire
- Preparation for Shipping
- Toolbox
- Itec (Headland Management System)
- 7-pin signal interface socket
- Inner Rear View Mirror
- Power Outlet Socket
- Deluxe Radio
- Speaker & Antenna Installation
- Instructional Seat
- Additional Storage Compartment
- Front & Rear Roller Blind
- Rear Window Wiper & Washer
- Fuel Tank Bottom Guard
- Front Auxiliary Drive
- Preparation (Crankshaft Pulley without Drive Shaft)
- Swinging Drawbar with Hammerstrap
- Remote Rear Hitch Control LH & RH
- 200 Amp Alternator
- Battery, 12V 154AH

- No Handbreak
- Heavy Duty Rear Wheel Brakes
- Tractor Tires: Nokian Tires
- Powerfill Brakes
- Back-Up Alarm

3b. Mower Mid-Mount Boom Mower (Alamo):
Item 3b is applicable for Alamo Sales Corp. only.

- Maverick 30' telescoping boom Joy stick
- 60" rotary swivel head
- Mount kit
- Factory mounting and oil

Item 4
Quantity: 1
Description: Turnkey Unit, John Deere 6115M Tractor 4WD, John Deere HX15

4a. Tractor 6115M 4WD:

- Deluxe cab
- Third Mechanical SCV with standard couplers
- 3-function mechanical independent control valve loader preparation package
- Belt line mounted lights
- Multi power outlet strip
- Vandal protection package
- Condenser screen for cooling package
- Bottle holder
- Cup holder
- Series tractor
- Powrquad PLUS 16F/16R Transmission w left hand power reverser (19mph)
- Standard Cab
- Basic Spec Seat with Air Suspension
- Mirrors Manually Adjustable and Telescopic – LH & RH
- Air Conditioning
- Panorama Windshield with RH door
- Pressure and Flow Compensated Hydraulic System 30.1 GPM (114L/min), 45cc
- 2 SCV Mechanical with Standard Couplers
- Rear Independent 540/1000 RPM PTO
- Two Telescopic Draft Links 3N/2
- Center Link with Ball End
- Sway Control Blocks
- Flanged Axle, 8 Position Adjustable Steel Wheels
- 18.4R34 In. 144A8 R1W Radial (460/85R34 In. 147A8 R1W Radial)
- No Tire Brand Preference
- MFWD Front Axle with Adjustable Rims
- 14.9R24 In. 126A8 R1W Radial (380/85R24 In. 131A8 R1W Radial)
- No Tire Brand Preference
- Preparation for Shipping
- Toolbox
- Itec (Headland Management System)
- 7-pin signal interface socket
- Inner Rear View Mirror
- Power Outlet Socket
- Deluxe Radio
- Speaker & Antenna Installation
- Instructional Seat
- Additional Storage Compartment
- Front & Rear Roller Blind
- Rear Window Wiper & Washer

- Fuel Tank Bottom Guard
- Swinging Drawbar with Hammerstrap
- Remote Rear Hitch Control LH & RH
- 200 Amp Alternator
- Battery, 12V 154AH
- No Handbreak
- Heavy Duty Rear Wheel Brakes
- Powerfill Brakes
- Front Weight Support 155 lbs.) Holds up to 14 Front Weight

4b. Mower HX15:
- Flex-Wing Rotary Cutter – 540 RPM
- Stump Jumpers – Single
- Suction Blades – 6 Wheels
- 21.0" x 5.25" x 9.0" Puncture Proof Laminated Tires
- Front Safety Shield – Chain
- Rear Safety Shield – Chain
- Dual Wing Wheel Spindles, Hubs and 21.0" x 5.25" x 9.0" Puncture Proof Laminated Tires

Item 5
Quantity: 1
Description: Turnkey Unit, John Deere 5115M 4WD Tractor (enclosed cab), John Deere HX7, H260, AV20G

5a. Tractor 5115M 4WD:
- Utility Tractor 100 PTO hp
- 16F/16R powrreverse Transmission – 540/540E
- Premium Cab
- Instructional Seat with seatbelt
- Deluxe Corner Post Exhaust (Cab Only)
- Triple Rear Deluxe Valve with Lever Controls
- Triple Mid Valve with Joystick Control
- Electrohydraulic (EH) with remote LH fender control
- 18.4R30 In. 143A8 R1 Radial
- No Tire Brand Preference
- Telescopic Rear View Cab Mirrors (2) Manually Adjustable
- Loader Preparation Package

5b. Mower HX7:
- 7' Lift-Type Rotary Cutter- 540 RPM PTO
- Stump Jumper
- Suction Blades

5c. Standard Loader H260:
- Less Package
- Less Mounting Frame
- H260 Standard Farm Loader (NSL) – 3 Function
- 3 Function Hoses and Parts
- 3 Function Mid-Mount Quick Couplers
- Less Hood Guard
- Less Ballast Box
- 2150 MM (85 In.) Global Materials Bucket

5d. Root Grapple AV20G:
- AV20G Root Grapple
- 77 In.

Item 6
Quantity: 2
Description: Turnkey Unit, John Deere 6115M 2WD Tractors, John Deere HX20

6a. Tractor 6115M 2WD:

- Deluxe cab
- Third Mechanical SCV with standard couplers
- Premiumc
- 3-function mechanical independent control valve loader preparation package
- Belt line mounted lights
- Multi power outlet strip
- Vandal protection package
- Condenser screen for cooling package
- Bottle holder
- Cup holder
- Series tractor
- Powrquad PLUS 16F/16R Transmission w left hand power reverser (19mph)
- Standard Cab
- Basic Spec Seat with Air Suspension
- Mirrors Manually Adjustable and Telescopic – LH & RH
- Air Conditioning
- Panorama Windshield with RH door
- Pressure and Flow Compensated Hydraulic System 30.1 GPM (114L/min), 45cc
- 2 SCV Mechanical with Standard Couplers
- Rear Independent 540/1000 RPM PTO
- Two Telescopic Draft Links 3N/2
- Center Link with Ball End
- Sway Control Blocks
- Flanged Axle, 8 Position Adjustable Steel Wheels
- 18.4R34 In. 144A8 R1W Radial (460/85R34 In. 147A8 R1W Radial)
- No Tire Brand Preference
- MFWD Front Axle with Adjustable Rims
- 14.9R24 In. 126A8 R1W Radial (380/85R24 In. 131A8 R1W Radial)
- No Tire Brand Preference
- Preparation for Shipping
- Toolbox
- Itec (Headland Management System)
- 7-pin signal interface socket
- Inner Rear View Mirror
- Power Outlet Socket
- Deluxe Radio
- Speaker & Antenna Installation
- Instructional Seat
- Additional Storage Compartment
- Front & Rear Roller Blind
- Rear Window Wiper & Washer
- Fuel Tank Bottom Guard
- Swinging Drawbar with Hammerstrap
- Remote Rear Hitch Control LH & RH
- 200 Amp Alternator
- Battery, 12V 154AH
- No Handbreak
- Heavy Duty Rear Wheel Brakes
- Powerfill Brakes
- Front Weight Support 155 lbs.) Holds up to 14 Front Weight

6b. Mower HX20:

- Flex-Wing Rotary Cutter 540 RPM
- Stump Jumpers – Single

- Suction Blades
- Front Safety Shield – Second Row Chain
- Rear Safety Shield – Second Row Chain
- Dual Wing Wheel Spindles, Hubs and 21" x 7" x 12" 16 PR Severe
- Duty Ag Tires

Item 7
Quantity: 1
Description: Turnkey Unit, John Deere 5100M 2WD Tractor (enclosed cab), Flail Mower (Alamo)

7a. Tractor 5100M 2WD:

- 16F/16R powrreverser Transmission – 540/540E
- Economy Cab
- Instructional Seat with Seatbelt
- Deluxe Corner Post Exhaust (Cab Only)
- Dual Rear Valve with Lever Controls
- Less Mid Valve
- Mechanical
- 18.4R30 in. 143A8 R1 Radial
- No Tire Preference
- 2 Wheel Drive
- 11L -15in. 8PR F2 Bias
- Telescopic Rear View Cab
- Mirrors two (2) manually adjustable

7b. Mower Flail (Alamo):
Item 7b is applicable for Alamo Sales Corp. only.

- Interstater base unit 20'.9" with extreme service knifes
- Mount kit
- LH Clipped foot guard
- RH Clipped foot guard
- Rear 96'
- Mounting and oil

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.

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 GR01-12 through HOUSTON GALVESTON AREA COUNCIL.

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

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

Warranty.

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

Rejection of Disclaimers of Warranties & Limitations Of Liability.

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

Incorporation of Attachments.

Each of the attachments listed below is an essential part of this contract, which governs the righ ts 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 Language
Attachment C – Supplemental Information Related To The State Of Texas Conflict Of Interest Requirement
Attachment D – Veteran-Owned Small Business 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.	V10011159
Signer's Name	Ian Burden
Name of Business	Alamo Sales Corp.
Street Address	1627 E. Walnut
City, State, Zip Code	Seguin, Texas 78155
Email Address	bids@alamo-group.com
Telephone No.	800-882-5762
Fax No.	830-379-0864
City's Solicitation No.	6100004125

Signature of Person Authorized to Sign Offer

008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

009 - ATTACHMENTS
Attachment A – Price Schedule

ITEM	QUANTITY	DESCRIPTION
1	2 Each	Turnkey Unit, John Deere 6115M Tractor 4WD with Nokian Tires, John Deere HX15

1a. John Deere 6115M Tractor 4WD with Nokian Tires, Price Each $ _____

1b. John Deere HX15, Price Each $ _____

Total Price per Turnkey Unit $ _____

Total Extended Price $ _____

Production cut off date: _____

Provide 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 the bidder provide the item(s), at the bid price submitted, after the production cut off date?

_____

Year, make & model offered:

_____

Specific make & model of engine offered (include pto hp):

_____

Specific make & model of attachment:

_____

Warranty provider:

_____

Warranty provider address:

_____

Warranty Specifics:
Tractor: _____

Mower: _____

Prompt payment discount _____% _____ days (If no discount offered 30 days will apply)
DELIVERY: Delivery will be made within 180 calendar days after issuance of purchase order.

ITEM	QUANTITY	DESCRIPTION
2	8 Each	Turnkey Unit, John Deere 6115M Tractor 4WD with Nokian Tires, John Deere HX7

2a. John Deere 6115M Tractor 4WD with Nokian Tires, Price Each $ _____

2b. John Deere HX7, Price Each $ _____

Total Price per Turnkey Unit $ _____

Total Extended Price $ _____

Production cut off date: _____

Provide 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 the bidder provide the item(s), at the bid price submitted, after the production cut off date?

_____

Year, make & model offered:

_____

Specific make & model of engine offered (include pto hp):

_____

Specific make & model of attachment:

_____

Warranty provider:

_____

Warranty provider address:

_____

Warranty Specifics:

Tractor: _____

Mower: _____

Prompt payment discount _____% _____ days (If no discount offered 30 days will apply)

DELIVERY: Delivery will be made within 180 calendar days after issuance of purchase order.

ITEM	QUANTITY	DESCRIPTION
3	1 Each	Turnkey Unit, John Deere 6115M Tractor 4WD with Nokian Tires, Mid-Mount Boom Mower (Alamo)

3a. John Deere 6115M Tractor 4WD with Nokian Tires, Price Each $ _____

3b. Alamo Mid-Mount Boom Mower, Price Each $ 74,003.00
Item 3b is applicable to Alamo Sales Corp.

Total Price per Turnkey Unit $ _____

Total Extended Price $ _____

Production cut off date: N/A

Provide the last day that the city can place orders under this contract without missing the production cut off date:
N/A

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 the bidder provide the item(s), at the bid price submitted, after the production cut off date?
Yes

Year, make & model offered:

Specific make & model of engine offered (include pto hp):

Specific make & model of attachment:
Maverick 30' Telescoping Boom - 2014 model

Warranty provider:
Mower Attachment - Alamo Industrial

Warranty provider address:
1627 E. Walnut Steet, Seguin, Texas 78155

Warranty Specifics:

Tractor: _____

Mower: Standard one year warranty - see warranty statement

Prompt payment discount N/A **%** _____ **days (If no discount offered 30 days will apply)**

DELIVERY: Delivery will be made within 180 calendar days after issuance of purchase order.

ITEM	QUANTITY	DESCRIPTION
4	1 Each	Turnkey Unit, John Deere 6115M Tractor 4WD, John Deere HX15

4a. John Deere 6115M Tractor 4WD, Price Each $ _____

4b. John Deere HX15, Price Each $ _____

Total Price per Turnkey Unit $ _____

Total Extended Price $ _____

Production cut off date: _____

Provide 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 the bidder provide the item(s), at the bid price submitted, after the production cut off date?

_____

Year, make & model offered:

_____

Specific make & model of engine offered (include pto hp):

_____

Specific make & model of attachment:

_____

Warranty provider:

_____

Warranty provider address:

_____

Warranty Specifics:

Tractor: _____

Mower: _____

Prompt payment discount _____% _____ days (If no discount offered 30 days will apply)

DELIVERY: Delivery will be made within 180 calendar days after issuance of purchase order.

ITEM	QUANTITY	DESCRIPTION
5	1 Each	**Turnkey Unit, John Deere 5115M Tractor 4WD (enclosed cab), John Deere HX7, H260, AV20G,**

5a. John Deere 5115M Tractor 4WD, Price Each $ _____

5b. John Deere HX7, Price Each $ _____

5c. John Deere H260, Price Each $ _____

5d. John Deere AV20G, Price Each $ _____

Total Price per Turnkey Unit $ _____

Total Extended Price $ _____

Production cut off date: _____

Provide 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 the bidder provide the item(s), at the bid price submitted, after the production cut off date?

_____

Year, make & model offered:

_____

Specific make & model of engine offered (include pto hp):

_____

Specific make & model of attachment:

_____

Warranty provider:

_____

Warranty provider address:

_____

Warranty Specifics:

Tractor: _____

Mower: _____

Prompt payment discount _____% _____ days (If no discount offered 30 days will apply)
DELIVERY: Delivery will be made within 180 calendar days after issuance of purchase order.

ITEM	QUANTITY	DESCRIPTION
6	2 Each	Turnkey Unit, John Deere 6115M Tractor 2WD, John Deere HX20

6a. John Deere 6115M Tractor 2WD, Price Each $ _____

6b. John Deere HX20, Price Each $ _____

Total Price per Turnkey Unit $ _____

Total Extended Price $ _____

Production cut off date: _____

Provide 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 the bidder provide the item(s), at the bid price submitted, after the production cut off date?

_____

Year, make & model offered:

_____

Specific make & model of engine offered (include pto hp):

_____

Specific make & model of attachment:

_____

Warranty provider:

_____

Warranty provider address:

_____

Warranty Specifics:

Tractor: _____

Mower: _____

Prompt payment discount _____% _____ days (If no discount offered 30 days will apply)

DELIVERY: Delivery will be made within 180 calendar days after issuance of purchase order.

ITEM	QUANTITY	DESCRIPTION
7	1 Each	Turnkey Unit, John Deere 5100M Tractor 2WD (enclosed cab), Flail Mower (Alamo)

7a. John Deere 5100M Tractor 2WD, Price Each $ _____

7b. Alamo Flail Mower, Price Each $ 58,358.00
Item 7b is applicable to Alamo Sales Corp. Only.

Total Price per Turnkey Unit $ _____

Total Extended Price $ _____

Production cut off date: N/A

Provide the last day that the city can place orders under this contract without missing the production cut off date:
N/A

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 the bidder provide the item(s), at the bid price submitted, after the production cut off date?
Yes

Year, make & model offered:

Specific make & model of engine offered (include pto hp):

Specific make & model of attachment:
Interstater Dual Wing - 20'9" - 2014 Model

Warranty provider:
Mower Attachment - Alamo Industrial

Warranty provider address:
1627 E. Walnut Street, Seguin, Texas 78155

Warranty Specifics:

Tractor: _____

Mower: Standard one year warranty - see warranty statement

Prompt payment discount N/A **%** _____ **days (If no discount offered 30 days will apply)**

DELIVERY: Delivery will be made within 180 calendar days after issuance of purchase order.

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

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

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

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

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

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

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

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

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

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

SOLICITATION NAME/NUMBER: 6100004125 Tractors and Various Attachments

Name of Respondent:	Alamo Sales Corp.	
Physical Address:	1627 E. Walnut Street	
City, State, Zip Code:	Seguin, Texas 78155	
Phone Number:	800-882-5762	
Email Address:	bids@alamo-group.com	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Dollar Amount		

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

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

BIDDER/RESPONDENT'S FULL NAME:

Ian Burden

(Print Name) Authorized Representative of Bidder/Respondent

(Signature) Authorized Representative of Bidder/Respondent

Vice President

Title

3/11/14

Date

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

City of San Antonio

ADDENDUM I

SUBJECT: Request for Offer (RFO) Tractors and Various Attachments (6100004125), Scheduled to Open: March 12, 2014; Date of Issue: March 6, 2014

FROM: Paul J. Calapa, Procurement Administrator

DATE: March 10, 2014

THIS NOTICE SHALL SERVE AS ADDENDUM NO. I – TO THE ABOVE REFERENCED REQUEST FOR OFFER

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

1. THE IFB OPENING DATE IS HEREBY EXTENDED TO **FRIDAY, MARCH 14, 2014**, 10:00 A.M. LOCAL TIME.

Paul J. Calapa
Procurement Administrator
Finance Department, Purchasing Division