

ORDINANCE 2021-02-04-0054

APPROVING A CONTRACT WITH GRANDE TRUCK CENTER TO PROVIDE 35 AUTOMATED SIDE LOAD REFUSE COLLECTION TRUCKS FOR A TOTAL COST OF \$12,667,371.00. FUNDING IS AVAILABLE FROM THE FY 2021 EQUIPMENT RENEWAL AND REPLACEMENT FUND BUDGET IN THE AMOUNT OF \$11,216,389.00 AND \$1,450,982.00 IS AVAILABLE FROM THE FY 2021 SOLID WASTE OPERATING FUND BUDGET.

* * * * *

WHEREAS, an offer was submitted by Grande Truck Center to provide the Solid Waste Management Department (SWMD) with 35 automated side load refuse trucks for a total cost of \$12,667,371.00; and

WHEREAS, thirty-one automated side load refuse trucks are replacement units and four automated side load refuse trucks are additional units to the City's fleet; and

WHEREAS, these automated side load refuse collection trucks will be utilized by SWMD for collection of curbside refuse, recyclables and organic materials from City residences; and

WHEREAS, the Texas Local Government Code indicates that competitive bidding is not required under section 252.022(a)(2), which provides for a procurement necessary to protect the public health or safety; **NOW THEREFORE:**

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

SECTION 1. The offer submitted by Grande Truck Center to provide the Solid Waste Management Department with 35 automated side load refuse trucks for a total cost of \$12,667,371.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. The bid tabulation and contract are attached hereto and incorporated herein for all purposes as **Exhibit I**.

SECTION 2. Funding for this ordinance in the amount of \$11,216,389.00 is available in Fund 72001000, Cost Center 3503200001 and General Ledger 5709080 as part of the Fiscal Year 2021 Adopted Budget approved by City Council.


SECTION 3. Additional funding in the amount of \$1,450,982.00 is available in Fund 55001000, Cost Center 5555510002/555561002 and General Ledger 5709080 as part of the Fiscal Year 2021 Adopted Budget approved by City Council.

SECTION 4. Payment in the amount up to \$12,667,371.00 is authorized to Grande Truck Center and should be encumbered with a purchase order.

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

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

PASSED and APPROVED this 4th day of February, 2021.



M A Y O R
Ron Nirenberg

ATTEST:

APPROVED AS TO FORM:



Tina J. Flores, City Clerk



Andrew Segovia, City Attorney



City of San Antonio

City Council

February 04, 2021

Item: 6

File Number: 20-7213

Enactment Number:

2021-02-04-0054

Ordinance approving a contract with Grande Truck Center to provide 35 automated side load refuse collection trucks for a total cost of \$12,667,371.00. Funding is available from the FY 2021 Equipment Renewal and Replacement Fund budget in the amount of \$11,216,389.00 and \$1,450,982.00 is available from the FY 2021 Solid Waste Operating Fund budget. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance]

Councilmember John Courage made a motion to approve. Councilmember Adriana Rocha Garcia seconded the motion. The motion passed by the following vote:

Aye: 10 Nirenberg, Treviño, Andrews-Sullivan, Viagran, Rocha Garcia, Gonzales, Cabello Havrda, Sandoval, Pelaez and Courage

Absent: 1 Perry

LC
02/04/21
Item No. 6

Exhibit I

Opened: November 9, 2020					
For: Automated Side Load Refuse Trucks					
6100013312 LD		COE 6100013312 Local	Sourcewell 6100013312 Local	HGAC 6100013448 Non-Local	
Item	Description	Quantity	Grande Truck Center San Antonio, TX 78219 210-666-7112	Grande Truck Center San Antonio, TX 78219	Chastang Enterprises- Houston, LLC dba Chastang Autocar 6200 N Loop East Houston, TX 77026
1	Autocar ACX64 Cab & Chassis with a 28 Cubic Yard Heil Durapak Python Automated Side Loader	33			
	Price Each:		\$361,819.00	\$367,319.00	\$360,416.00
	Total:		\$11,940,027.00	\$12,121,527.00	\$11,893,728.00
	Percentage between lowest responsive bid and local Price Differential:		0.39% \$46,299.00	1.92% \$227,799.00	
	Autocar Year & Model of Cab & Chassis:		2022 Autocar ACX64	2022 Autocar ACX64	2022 Autocar ACX64
	Specific Make & Model of Engine Offered (Include SAE Net Net HP):		Cummins X12 '21, 350 H.P. 2,000 RPM, 1,350 lb. ft.	Cummins X12 '21, 350 H.P. 2,000 RPM, 1,350 lb. ft.	Cummins X12 Diesel 350 HP
	Engine Warranty:		2 Years or 250,000 Miles	2 Years or 250,000 Miles	Cummins standard 2
	Transmission Warranty:		5 Year	5 Year	Allison 5 year warranty
	Autocar Cab & Chassis Warranty:		12 Months	12 Months	12 Month/100,000
	Autocar Warranty Service Provider Facility Name:		Grande Truck Center	Grande Truck Center	Grande Truck Center
	Autocar Warranty Service Provider Facility Address:		4562 IH-10 East, San Antonio, TX 78219	4562 IH-10 East, San Antonio, TX 78219	4562 Interstate 10 E, San Antonio, TX 78219
	Heil Year & Model of Body:		2021 Heil 28 Yd Durapak Automated Side Loader	2021 Heil 28 Yd Durapak Automated Side Loader	2021 Durapak - Python - 28 Cubic Yard
	Heil Body Warranty:		3 Years	3 Years	3 Years
	Heil Warranty Service Provider Facility Name:		Heil of Texas	Heil of Texas	Heil of Texas
	Heil Warranty Service Provider Facility Address:		503 Pop Gunn St., San Antonio, TX 78219	503 Pop Gunn St., San Antonio, TX 78219	503 Pop Gunn Street, San Antonio, TX 78219
	Production Cut-off Date:		2/28/2021	2/28/2021	7/31/2021
	Last day order can be placed without missing cut-off date:		2/28/2021	2/28/2021	4/30/2021
	Can bidder provide bid items after cut-off date:		No	Not Provided	4/30/2021
2	Autocar ACX64 Cab & Chassis with a 28 Cubic Yard Heil Durapak Python Automated Side Loader with Lift Arm Upgrade - Command SST Model Arm:	2			
	Price Each:		\$363,672.00	\$368,985.00	\$362,174.00
	Price Total:		\$727,344.00	\$737,970.00	\$724,348.00
	Percentage between lowest responsive bid and local Price Differential:		0.41% \$2,996.00	1.88% \$13,622.00	
	Autocar Year & Model of Cab & Chassis:		2022 Autocar ACX64	2022 Autocar ACX64	2022 Autocar ACX64
	Specific Make & Model of Engine Offered (Include SAE Net Net HP):		Cummins X12 '21, 350 H.P. 2,000 RPM, 1,350 lb. ft.	Cummins X12 '21, 350 H.P. 2,000 RPM, 1,350 lb. ft.	Cummins X12 Diesel 350 HP
	Engine Warranty:		2 Years or 250,000 Miles	2 Years or 250,000 Miles	Cummins standard 2
	Transmission Warranty:		5 Year	5 Year	Allison 5 year warranty
	Autocar Cab & Chassis Warranty:		12 Months	12 Months	12 Month/100,000
	Autocar Warranty Service Provider Facility Name:		Grande Truck Center	Grande Truck Center	Grande Truck Center
	Autocar Warranty Service Provider Facility Address:		4562 IH-10 East, San Antonio, TX 78219	4562 IH-10 East, San Antonio, TX 78219	4562 Interstate 10 E, San Antonio, TX 78219
	Heil Year & Model of Body:		2021 Heil 28 Yd Command Automated Side Loader	2021 Heil 28 Yd Command Automated Side Loader	2021 Durapak Commander SST - 28 Cubic Yard

City of San Antonio Draft Bid Tabulation

Opened: November 9, 2020			COE 6100013312	Sourcewell 6100013312	HGAC 6100013448
For: Automated Side Load Refuse Trucks			Local	Local	Non-Local
6100013312 6100013448			LD	Grande Truck Center 4562 IH-10 East San Antonio, TX 78219 210-666-7112	Grande Truck Center 4562 IH-10 East San Antonio, TX 78219
				Chastang Enterprises- Houston, LLC dba Chastang Autocar 6200 N Loop East Houston, TX 77026	
Item	Description	Quantity			
3	Heil Body Warranty: Heil Warranty Service Provider Facility Name: Heil Warranty Service Provider Facility Address: Production Cut-off Date: Last day order can be placed without missing cut-off date: Can bidder provide bid items after cut-off date: Cooperative Fee: Price Each: Total: Payment Terms: Total:	1	3 Years Heil of Texas 503 Pop Gunn St., San Antonio, TX 78219 2/28/2021 2/28/2021 No N/A Net 30 \$12,667,371.00	3 Years Heil of Texas 503 Pop Gunn St., San Antonio, TX 78219 2/28/2021 2/28/2021 No Included Net 30 \$12,859,497.00	3 Years Heil of Texas 503 Pop Gunn Street, San Antonio, TX 78219 7/31/2021 4/30/2021 4/30/2021 \$1,500 Per PO \$1,500.00 \$1,000/10 Days \$12,619,576.00
Total Award:			\$12,667,371.00		



CITY OF SAN ANTONIO
Finance Department, Purchasing Division

REQUEST FOR OFFER ("RFO") NO.: 6100013312

AUTOMATED SIDE LOAD REFUSE TRUCKS

Date Issued: OCTOBER 23, 2020

RESPONSES MUST BE RECEIVED **NO LATER THAN:**
10:00 AM, CENTRAL TIME, NOVEMBER 9, 2020

Responses may be submitted by any of the following means:

Electronic submission through the Portal

Electronic submission by e-mail

Bid Bond: None Performance Bond: None Payment Bond: None Other: None

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: None DBE / ACDBE Requirements: None

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

Pre-Submittal Conference: None

Staff Contact Person:

LD MCGARITY,
PROCUREMENT SPECIALIST II,
P.O. Box 839966,
San Antonio, TX 78283-3966.

Email: ld.mcgarity@sanantonio.gov

Phone Number: 210-207-2078

Fax Number: 210-207-4360

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

Submission of Offer's. *Offer(s) maybe submitted through the Portal or by E-mail

Submission of Electronic Offer's. 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.

Modified Offer. Offer's may be modified provided such modifications are received prior to the time and date set for submission of Offer, and submitted in the same manner as original offer "**electronically**". Electronic offer's, a modified offer will automatically replace a prior offer submission. See below for information on submitting Alternate Offer's.

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

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.

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 offer(s) 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 Finance Department-Purchasing Division.

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.

Offers are prohibited from communicating with: 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFO or offers from the time the RFO has been released until the contract is posted for consideration as a City Council agenda item during a meeting designated as an "A" session; 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 Offeror's 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 one calendar day 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, offeror 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. Barbara Patton, who may be reached via telephone at (210) 207-3592 or through e-mail at Barbara.Patton@sanantonio.gov. Offerors and/or their agents may contact Ms. Patton at any time prior to the due date for submission of offer. Contacting her or her office regarding this RFO after the offer 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.

Pre-Submittal Conference participation is optional, but highly encouraged.

Respondents who join the WebEx Pre-Bid Conference are highly encouraged to email the solicitation's point of contact person confirming Respondent attendance and participation through the WebEx.

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

To request an interpreter for the deaf or other assistance, call (210) 207-7245 Voice/TTY. Interpreters for the deaf must be requested at least 48 hours prior to the meeting.

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. 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 the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in the Code of Ethics, from having a direct or indirect financial interest in any contract with City. 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:

- A City officer or employee; his or her spouse, sibling, parent, child, or other family member within the first degree of consanguinity or affinity;
- An entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10% or more of the voting stock or shares of the entity, or 10% or more of the fair market value of the entity; or
- An entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

By submitting a proposal, Respondent warrants and certifies, and a contract awarded pursuant to this RFO is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City.

State of Texas Conflict of Interest:

Questionnaire (Form CIQ). 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 Form CIQ with the City Clerk if those persons meet the requirements under 176.006(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

<https://ethics.state.tx.us/forms/conflict/>

In addition, please complete the **City's Addendum to Form CIQ (Form CIQ-A)** and submit it with Form CIQ to the Office of the City Clerk. The Form CIQ-A can be found at:

<http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf>

When completed, the CIQ Form and the CIQ-A Form should be submitted together by mail to the Office of the City Clerk. Please mail to:

Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

Do not include these forms with your offer. The Purchasing Division will not deliver the forms to the City Clerk for you.

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Chapter 46 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Print and sign your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert "City of San Antonio". Where requested to provide the contract number, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234).

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency. (NOTE: The City of San Antonio should never be listed as the "Business entity".)

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

"Intermediary," for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person's participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

Publicly traded business entities, including their wholly owned subsidiaries, are exempt from this requirement and are not required to submit Form 1295.

004 - SPECIFICATIONS / SCOPE OF SERVICES

- 4.1 **SCOPE:** The City of San Antonio is soliciting a Request for Offer (RFO) to supply an estimated 35 Turnkey Refuse Collection Trucks with High Compaction Automated Side Load Body for the Solid Waste Management Department. These trucks will include cab and chassis and refuse body. This contract will meet supply requirements through November 30, 2021.

Description	Estimated Qty
Item 1 - Autocar ACX 64 Cab & Chassis with a 28 cubic yard Heil Durapak Python Refuse Collection Body.	33
Item 2 - Autocar ACX64 Cab & Chassis with a 28 Cubic Yard Autocar ACX64 Cab & Chassis with a 28 Cubic Yard Heil Durapak Python Automated Side Loader with Lift Arm Upgrade - Command SST model arm	2

NO ALTERNATIVES WILL BE CONSIDERED for the sanitation truck chassis or collection refuse body.

- 4.2 City of San Antonio reserves the right to increase or decrease quantity of vehicles being purchased up to the manufacturer's production "cut-off" date for the particular item, depending on availability of funds. Prices may not be increased during this period; however, the City should benefit from any price decrease. Additional units may be purchased on an "as needed" basis. Successful vendor is required to notify the City of all production "cut-off" dates necessary for order submission. Vehicles shall be year model 2020 or newer. **Unless otherwise approved by the City, VEHICLES DELIVERED DURING A CALENDAR YEAR MUST BE THE MODEL YEAR VEHICLES FOR THAT CALENDAR YEAR OR NEWER. UNDER NO CIRCUMSTANCES SHALL VENDOR DELIVER MODEL YEAR VEHICLES FOR THE PRECEDING CALENDAR YEAR.**
- 4.2.1 Any permanent manufacturer increase or decrease in offered pricing for a base contract item or published option is considered to be a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.
- 4.2.2 **DELIVERY DATES:** Vendors shall deliver all awarded trucks, ready for use, no later than 285 days after receipt of City's Purchase Order. Time is of the essence in the performance of this contract. City may assess liquidated damages for late delivery in accordance with section 005 – Supplemental Terms & Conditions.
- 4.3 **GENERAL CONDITIONS:** The following general conditions will apply to all items within this bid unless specifically excluded within any item.
- 4.3.1 The following general conditions will apply to all items within this bid unless specifically excluded within any item. Equipment shall be manufacturer's latest design, standard production model and shall have been manufactured within the last 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. Vendor is required to notify the City of all production "cut-off" dates necessary for order submission.
- 4.3.2 **Warranty and Parts – Dealer and manufacturer must provide the maximum standard manufacturer's warranty on all components parts and service included. All components, parts, and service are required to provide, as a minimum, 12 months warranty. All warranty times will start the date the vehicle is placed in service, not on the delivery date. The dealer will be notified by letter of the in-service date of each vehicle by serial number. Vendor will fully explain the warranty by attaching separate, authenticated correspondence or entering such information in the remarks section of this bid. Warranty, reliability, and replacement captive parts costs and availability shall be a consideration in award of this bid. Warranty parts and service must be available within a 50 mile radius of San Antonio City Hall and by a factory-authorized dealer identified on the Price Schedule page (NO EXCEPTIONS). All warranty repairs must be completed within 3 days from the date equipment is delivered to the vendor unless otherwise approved by the appropriate City of San Antonio maintenance superintendent. By**

submitting an offer, Vendors certifies that all repairs needed after the warranty period will be available within 50 mile radius of San Antonio City Hall.

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

City of San Antonio,
Southeast Service Center,
1318 SE Loop 410, Building 6, Gate 5
San Antonio, TX 78220
Attn: Acquisitions

Delivery to a non-specified location will result in non-acceptance of the equipment by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS. Vehicles will be accepted 8:00 A.M. to 3:00 P.M. CT. Vehicles with more than 2000 miles accumulated on the odometer will not be accepted. All vehicles are required to have a full tank(s) when delivered to City specified location.

- 4.3.4 DOCUMENTS AND EQUIPMENT MANUALS – The supplier shall furnish (4) complete sets per vehicle type, of the following: Parts Manual, Maintenance Manual, Service Manual, and Operators Manual or on-line access per model of all equipment, accessories, and components. All bids must include complete manufacturer's specifications for each model being offered
- 4.3.5 The Manufacturer's Statement of Origin (MSO), Dealer Temporary license plates/tags, proper Invoice, Texas State Inspection Certificate, signed 130U form and State Weight Certificate/slip (for trucks over one ton) are required upon delivery of each vehicle. Any of these missing items will deem the vehicle delivered *Not as Specified* and will not be processed or accepted vehicle all required paperwork is completed and provided to Fleet Acquisitions.
- 4.3.6 All bodies and components in this bid will be installed in accordance with the appropriate complete Vehicle Data Manual. Certification of compliance will be posted on the left door post of the vehicle. Except for manufacturer's data plates (maximum 4" x 6"), vendor or manufacturer's identifying markings (decals and plates) will not be applied to the vehicle or mounted components. Installation will be completed in compliance with Federal Motor Vehicle Department of Transportation Standards and Texas State Highway requirements. Installation of body and accessories on City furnished vehicles will be accomplished by drilling holes in the frame. Welding on or cutting of frame is not authorized forward of the rear spring hanger or support. Bidders are responsible for the relocation of any truck components to facilitate installation of the body and equipment. Such relocation must be included as part of the basic bid. No dealership nameplates, markings or decals will be permitted on the vehicles.
- 4.3.7 Upon contract award, vendor shall provide written acknowledgement of order placement. A copy of the finalized build sheet with a Solid Waste Management representative signature confirming equipment build out shall be provided to the City prior to equipment delivery. The delivery date for the completed unit shall be communicated when the build sheet is finalized. Electrical wiring schematics that include lighting and air conditioning systems for body shall be provided at time of delivery. Electrical wiring schematics and finalized build sheet shall be provided in paper, or in Adobe PDF format.
- 4.3.8 VEHICLE INSPECTION: The vendor shall have each vehicle properly inspected in compliance with Texas motor vehicle laws. A Texas Vehicle Inspection Report shall be provided for each truck purchased.
- 4.3.9 PRIOR TO DELIVERY: City of San Antonio shall be notified and allowed a final inspection of the first unit of each configuration prior to delivery. If such final inspection occurs outside of the City of San Antonio, accommodations including airfare and lodging will be provided by the vendor at no cost to the City of San Antonio for up to four (4) City employees. The final inspection will occur at the body installer's facility.
- 4.3.10 CHECK-IN INSPECTION: The City shall check the vehicle upon delivery to ensure compliance with this specification and any other specific requirements. The vendor shall deliver with the vehicle the manufacturer's invoice, and Manufacturer's Statement of Origin (MSO), or any official documentation to verify the fact that ordered options, GVWR rating, and other requirements have been met.
- 4.3.11 Failure to provide required documentation as listed may cause the delay of payment. Payment will be made within 30 days after vehicle's acceptance or receipt of correct invoice, whichever is later. Acceptance will not be made, nor payment initiated on vehicles failing to meet specifications (unless they are brought into full compliance), and all necessary documents (i.e. MSO, odometer statement, etc.) are received by the City.

- 4.3.12 Vendor shall remove noncompliant vehicle(s) from City premises within 5 working days after receiving written notification from Fleet Acquisition staff. If vehicle is not removed by vendor within the specified time frame, the City may arrange for vehicle to be removed and secured by a local towing and storage facility. Vendor will be responsible for payment of all related towing and storage charges. The City will not be responsible or liable for damage or loss of noncompliant vehicles which remain on City premises, or which are removed by towing company, 5 working days after vendor notification.
- 4.3.13 As used in this bid the left and right side is determined by sitting in the operator seat.
- 4.3.14 **CONVENIENCE FEATURES:** Vehicle shall be equipped with Air ride adjustable driver and a fixed passenger seat, intermittent wipers, when applicable. All vehicles are to be equipped at the factory with air conditioning/Heater/defroster, (Maximum capacity cooling system offered by manufacturer), full headliner minimum OEM AM/FM radio, power steering, power ABS brakes, power windows, power mirrors and manual tilt steering wheel. Each unit shall have a minimum three sets of keys. All vehicles shall be keyed alike.
- 4.3.15 Any diesel engine being bid must conform to latest NOx EPA and GHG emission standard in effect at the time of offer. Vendor must supply a copy of the latest Emissions Certificate of Conformity for the vehicles bid. Only engines using selective catalytic reduction (SCR) technology will be accepted.
- 4.3.16 **BASIC MAINTENANCE TRAINING:** The vendor shall hold a training seminar at a City of San Antonio facility at a time that will be agreed to by both the City and Vendor within 30 days of delivery. The training seminar shall provide maintenance staff with the basic knowledge and skills to maintain the chassis
- 4.3.17 All bids must include complete manufacturer's specifications for each model being bid.
- 4.3.18 **SILENCE OR ERROR OF SPECIFICATIONS:** The apparent omission or error of specification as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practice is to prevail and only the material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the awarded respondent.

4.4	ITEM	ESTIMATED QUANTITY	DESCRIPTION
	1	33	Autocar ACX64 Cab & Chassis with a 28 Cubic Yard Heil Durapak Python Automated Side Loader
4.4.1	The below listed specifications are intended to describe a low entry, cab forward, hydraulic tilt type cab and chassis, Autocar ACX64 Cab and Chassis. Each vehicle must be constructed in the U.S. utilizing best industry practices, integrated structural design that provides an O.E.M. appearance and meets the following minimum standards:		
4.4.1	ENGINE: Engine to be a Cummins X12; 350 HP@ 2000 RPM with a minimum 1,350 lbs./ft. torque. Unit shall be equipped with an automatic shut down after 5 minutes (enabled). Top speed of unit shall be governed at 65 MPH. Unit shall be restricted to a max speed of 3 miles per hour while the arm is extended. Air Cleaner to be 16" H.D. dual elements and 39 MT OCP Starter.		
4.4.2	CAB: All doors must be keyed alike. Unit to be 63in BBC, all steel LCF Cab with RH drive, dual door stops, tinted safety glass thru-out. Doors shall be equipped with mounted arm rests, power windows, and full insulation. Cab and Door must be equipped with mounted entry grab handles, and an ergonomic center console. Driver seat to be Sears C2+ Air Ride with mid-back support, with added head rest. Passenger seat must be Sears C2 fixed seat. Material shall be autotuff interior upholstery modura and seatbelt color must be bright orange (NO EXCEPTIONS). Interior color shall be gray. Unit to come equipped with an adjustable steering column, Tilt/Telescope. Driver side flooring to be diamond plate covering on floor. Rear window back of cab standard tint. A combo fresh air heater/air conditioner with radiator mounted condenser, bi-level heater/ defroster controls, 54,500 BTU/HR; silicone heater hoses. Black motorized and heated mirrors with cameras; one (1) mirror to be mounted on right side door and one (1) mirror to be mounted on front of cab left side. Unit must have (1) Air Horn equipped with (2) electric City horns. Electric Windshield Wipers with intermittent feature and rain gutters over driver and passenger doors. Headlights shall be Round LED type. Unit must have a 5 lb. ABC fire extinguisher mounted in cab out of driver's operation and equipped with a triangle kit. Cab tilt mechanism must be hydraulic		

with air assist with exterior Sun Visor over windshield. OEM must install Driver cam harness and 3rd eye Camera harness with cab harnesses as part of OEM chassis line production. Instrument cluster shall be the newest design Advanced Diagnostic Display – V1 with 500k baud rate and include Trans. PTO switch in dash. Air cleaner restriction indicator gauge to be located in dash as well. A wire rope, minimum 7/8"-inch diameter loop shall be provided and fastened to the center tow hook to tow equipment. All Cab windows must have aftermarket lint to meet legal specifications, driver and passenger windows shall be between 25%-30%, rear windows shall be at 20%.

- 4.4.3 **CHASSIS:** Base model Autocar ACX64 6-wheel truck with RH Wheelbase shall be 216" inches, Frame shall have a rear overhang of approximately 74". Frame rails 3/8 variable drop steel ext. Frame reinforcement (inner) shall be .25" liner standard. Frame crossmember (center) shall be aluminum. Frame Crossmember (end-closing) shall be aluminum (if required) equipped with frame bolt pins. Body interface wiring to be RP 170 compliant. Base Model ACX64, 6-wheel truck; RH sit down drive package. Wheelbase must meet body manufacturer's specifications for cab to trunnion. Frame Rails, 10.76" x 3.5" x .375", steel main section modulus 29.41 cu. in. with an RBM of a minimum 3,529,000 in lbs. per rail with a full steel liner; (2) solid mount cable hooks; Bendix DV-2 automatic drain, Air Dryer Wabco 1800 with heater, air tank valve guards, steel painted air tanks and nylon chassis hose. Air tank release valves must be mounted in a common air manifold adjacent to battery cut-off switch. A steel space saver battery box L.H bottom of cab shall be equipped with a rubber battery pad in bottom of battery box; mount space saver battery box, top of 2in below top of frame; steel bumper swept back, painted. Quick connect coupling to be located in a protected area near the front bumper but not attached to the front bumper (Milton 747 or proven equal) for operating brakes during tow.
- 4.4.4 **TRANSMISSION/ DRIVE:** Allison 4500 Series, 6 Speed; Vocation, RDS –R 5th Generation push button controls must include a direct mount oil cooler, external oil cooler, internal filter, and oil level sensor. Unit shall have the largest capacity oil pan that will fit this application and filled with synthetic transmission fluid. Transmission Shift Schedule shall be primary performance then secondary then economy to provide optimal performance. Generation 5 Allison output retarder for RDS Transmission w/ Prognostics must be equipped with a PTO Transmission Mounted Audible Alarm. Unit must be equipped with a Spicer 1810HD half round Driveshaft w/ Transmission Retarder. PTO Transmission Mounted Chelsea 890/897 PTO clearance prep, with PTO electronic control switch. Furnish pump MTG provisions-include wiring switches and indicators as required. Transmission cooler must be oil to water type. The transmission mounted driveshaft and Spicer 1810HD half round transmission must all be under the Allison 5 Year Edge Warranty w/ Transmission Retarder and PTO.
- 4.4.5 **FRONT AXLE:** Front axle to be Meritor MFS-20 20,000 lbs. steer axle position 52.5 inch front axle alignment to improve handling and reduce tire wear. Zerk fittings on tie rod ends, kingpins, and draglink ball joints. Flat leaf springs, shocks 20,000 lb. Meritor QP Refuse front drum brakes 16.5x7 for use with 16,000-22,000lbs steer axles.
- 4.4.6 **REAR AXLE:** Rear Drive Axle- Tandem, shall be Hendrickson Haulmaax HMX460 46,000lb suspension 54in Axle spacing, with four wheel diff. locks and rear diff. lube pumps. Rear brakes must be Meritor Refuse Brakes rear drum brakes 16.5 x 8.62; SBM Valve. Heavy duty brake drums with gusseted cam brackets. A divider lockout w/warning light and buzzer (includes in cab manual air valve) must be equipped for safety. The rear axle lubricant must be 75-90 Synthetic with transverse torque rods and (4) shock absorbers (both axles).
- 4.4.7 **BRAKES:** Air lines chassis park brake; Bendix ABS 4S/4M brake control system shall be equipped. Brake shoes should contain RSD friction material.
- 4.4.8 **FUEL SYSTEM:** Aluminum 75 gallon fuel tank LH bottom of cab. Top of fuel tank to be 4 in below top of frame; minimum 10 gallon capacity DEF Tank left hand over fender mounted.
- 4.4.9 **FRONT TIRES/ WHEELS:** Tire size & load range to be 315/80R 22.5L and wheels to be 10-hole piloted steel disc type; 22.5" x 9.0. All wheels will have high temperature fluorescent orange loose wheel lug nut indicators installed Front and Rear.
- 4.4.10 **REAR TIRES/ WHEELS:** Tire size & load range to be 315/80R 22.5L and wheels must be 10-hole piloted steel disc type; 22.5" x 9.0. All wheels will have high temperature fluorescent orange loose wheel lug nut indicators installed.
- 4.4.11 **LIGHTING:** Front head light lamps to be LED lamps. Clearance lights, turn signal & flasher switch, self-canceling turn signals and marker lamps must all be LED. Roof and corner markers, parking lamps must be Amber LED wired to a battery shut-off switch. Daytime running lamps, identification & clearance lights, (5) marker and clearance lights, provision for local installation of strobe lights. Dome lights, (2) w/self-contained switches (one

each side) and side marker lamps and reflectors to meet or exceed Federal Regulations. All electrical connections must be waterproof and sprayed w/protective coating. No LED manual cut-off switches in cab.

- 4.4.12 **RADIO:** Unit must be equipped with an AM/FM Stereo radio w/ CD, WB, USB, and MP3 connections. Unit shall be Bluetooth enabled. Unit must be equipped with an auto shut-off radio entertainment system when vehicle is engaged in reverse.
- 4.4.13 **COLOR:** Cab & Chassis of unit and Sanitation body shall be medium gray metallic. (See 4.4.15.13 for Paint specifications)
- 4.4.14 **BODY WRAP:** Both sides of refuse body will be wrapped with the City of San Antonio Solid Waste Management Department quatrefoil by vendor. Size and dimension of graphic will be coordinated with the Solid Waste Management Department prior to delivery in order to identify exact location on body for quatrefoil wrap. (See 4.4.15.13 for Paint specifications)
- 4.4.15 **HEIL DURAPACK 28 Cubic Yard REFUSE COLLECTION BODY- HIGH COMPACTION-ASL SPECIFICATION:**
 - 4.4.15.1 **CAPACITY:** The packer body must have a capacity, excluding the receiving hopper, of not less than 28-cubic yards. Body will have a 150,000-psi body liner, a 3/16" 150,000-psi hopper floor liner, and manufacturer's severe duty packer wear kit.
 - 4.4.15.2 **HOPPER:** Minimum capacity of 5-cubic yards. The structural integrity of the body must allow high density loading of up to 1,000-pounds per cubic yards of normal refuse. Maximum body, loader and tailgate weight exclusive of special options must not exceed 16,000-pounds. Hopper hood must be provided to prevent debris from blowing out. Manually operated hopper cover, with extended handle, shall also be provided inside hopper hood. Hopper cover shall be operated while standing on the ground.
 - 4.4.15.3 **COMPACTION:** Minimum of 900-lbs. per cubic yard as determined by the City of San Antonio. The hopper cover shall be operated on the right side of the body and at ground level. The packing capability of each body purchased will be re-evaluated at periodic intervals during the 12-month warranty period after the unit goes into service. Should the City determine that a body does not meet the minimum compaction requirements during any of these tests, the vendor will be advised and be required to take action to repair the body in question so that it will meet the minimum compaction requirements. Once the repair is accomplished to the satisfaction of the City, the warranty on the body will then be extended for a 12-month period from the date of re-acceptance by the City. The contractor will have the right to inspect compaction units during normal City working hours to assure that proper factory recommended service and maintenance is being performed. Abuse and damage not attributable to faulty design, materials or workmanship will exempt warranty expectations and must be documented by the vendor. A damage statement will be provided to the service center superintendent within 48 hours of inspection.
 - 4.4.15.4 **BODY CONSTRUCTION:** No hydraulic cylinders, valves, or other hydraulic components will come in contact with refuse packed into the body. Follower Arm Extension to follow packer extension/retract movement to reduce gap on both sides of packer. All body hinges, cylinder rod ends, cylinder base trunnions, and high cycle pivot points must be equipped with accessible grease fittings. Fittings not easily accessible must have a remote lubrication device installed. Street Side lube manifold for packer cylinders inside body, to be accessible from body side door without entry to refuse body. An in-cab mounted light and audible alarm to be provided to indicate that the tailgate is not fully closed and locked.
 - 4.4.15.5 **LIFTING MECHANISM:** The lift base must support the lift arm, the dump arm, the level pivot, the level link, the pivot link and the reach link. The lift base to rest atop the chassis frame rails for vertical distribution of loads induced into the chassis frame rails. Lift mechanisms mounted alongside the chassis frame rails will not be accepted. The lift base shall consist of a .75" x 16" x 61", 50,000 PSI minimum yield, surface plate for chassis frame mounting and shall be reinforced by four (4) vertical ribs for rigidity and arm pivot placement. The ribs shall utilize .75" x 6.5", 50,000 PSI minimum yield steel. The front-to-rear mounting length shall not exceed 18". Stops will be welded to the vehicle frame to prevent arm assembly from shifting. Arm Stopper shall be 1/2" square rod or larger. The front-to-rear mounting length must not exceed 18-inches. Tri Cuff style grabber by Heil.
 - 4.4.15.6 **LIFTING MECHANISM INTERLOCK:** Interlock shall be in-place to eliminate the grabbers from opening when in the dump position. The lifting mechanism must be capable of lifting containers ranging from 30-110 gallons at level, or 16-inch below and above level container placement, and to be capable of extending, grabbing, raising, dumping and returning a container from any position without the need to retract the lift arm and perform the following lift cycle functions in a maximum 12 seconds at engine idle as follows:

- A. Reach to container
- B. Grab the container
- C. Lift the container to the full dump position
- D. Lower the container to the full down position
- E. Release the grabbers from the container
- F. Retract to body
- G. The unit will have an audible alarm and flashing light in cab to indicate the lifting arm is out when the vehicle is in motion

Interlock should be placed to limit travel speed of vehicle to 3 mph when arm is not in stowed position. Speed should only be governed when the arm is out, not when the tailgate is open.

- 4.4.15.7 HYDRAULICS:** The lifting capacity to be a minimum of 750-pounds at the 9-foot full reach extension to minimize high over turning loads on the truck chassis. The lifting capacity must progressively increase as the reach decreases to achieve a minimum of 1,600-pound lift at 2-foot reach.
- 4.4.15.8 HYDRAULIC PUMP:** The hydraulic pump must be a conventional "on-command" tandem vane design to operate in-gear, at-idle. The lift hydraulics must operate at a working pressure of minimum 2,300-PSI. The body hydraulics to operate at a working pressure of minimum 2,500-PSI. All hydraulic tubes will be securely clamped to prevent vibration, abrasion, and excessive noise. All hydraulic hoses must conform to SAE standards for designed pressure. Bending radius not to exceed one half that of the S.A.E. standards. This requirement will prevent fiat spots in the hoses. The hydraulic oil reservoir to have a minimum 50-gallon gross capacity and a net capacity of 45-gallons minimum. The tank must be complete with a screened fill pipe and cap, filter breather, clean out cover, oil level sight and temperature gauge. The hydraulic system must be protected with a, minimum 6-micron in-tank return line filter along with a minimum 100-mesh (140-micron) reusable oil strainer in the suction line. A magnet must be used to eliminate contamination and must be accessible for cleaning. A low oil level pump shut off kit shall be installed in the hydraulic tank to prevent complete evacuation of fluid in the hydraulic tank. One quarter turn ball valves must be installed on suction and outlet lines and to isolate the reservoir and filter assembly for service and maintenance. The return line filter to also include an in cab filter by-pass monitor, which will alert the operator or service personnel when the filter is in need of replacement. A hydraulic pump shut down system must also be installed which will prohibit prolonged operation of the hydraulics when the filter is in the by-pass mode. Quick disconnect fittings to be installed so that a pressure gauge can be easily connected without the use of tools or the need to remove hydraulic fittings. A low fluid level switch shall be installed in hydraulic tank, so that in the event the tank starts to leak the switch will activate an electronic valve on supply line to shut off supply to the pump.
- 4.4.15.9 LUBRICATION:** All lubrication to be performed from a ground level position without the use of ladder or platform. All lube points to be accessible without movement of arm, body or tailgate for position. Bodies requiring technicians to go inside or under body for lubrication are unacceptable. NO EXCEPTIONS
- 4.4.15.10 CONTROLS:** Joystick, air over electronic; Lift controls to be located in the cab and convenient to the operator; Joystick shall operate the lift arm functions in a controlled "smooth shift" fashion without use of hydraulic cushioned cylinders. All hydraulic valves shall be solenoid controlled electronic over hydraulic valves. Pneumatically controlled valves are not acceptable. The body controls shall be electronic over hydraulic and located in the cab convenient to the operator. All valve components are to be easily serviceable without changing entire valve body. Valves are to be of the sectional design rather than mono-block for serviceability. The joystick must be properly labeled and indicate the direction of travel as follows: Reach (extend-retract) (in-out), Grab (grip release), Lift arm (up-down) (lift-lower). The lift controls must be self-centering type, returning to the neutral position when released. Operating the lift controls while packing must reverse and return the packer to the start position. The packer push button controls must be electrical over hydraulic and located in the cab convenient to the operator. Separate push buttons must be provided for "Pack" and "Retract" to provide complete packer panel movement control in either direction. Pushing the "Pack" button must automatically extend and retract the packer panel for a complete cycle. Tailgate raise and tailgate lock controls to be electric over hydraulic. Toggle switches to be used to control each function individually. The dumping system provided shall be full eject. The load shall be dumped via cab mounted, electrical controls which raise the tailgate and packer body. The tailgate shall be unlatched and opened/closed hydraulically. The controls shall be located in the cab to allow the operator to remain in the cab and seated during the unloading procedure. Tailgate lock and lifting controls shall be isolated from all

other controls and shall be designed to eliminate the possibility of accidental operation. Manually operated latching or restraining devices are not acceptable. Remote switch for arm activation will be installed inside of cab on near the right side door. A mobile controller with control center and display shall be provided in the cab to monitor system functions and operation of the truck. This controller shall be able to withstand the vibration, moisture, dirt ingress and climate variations that are present in the cab of the vehicle. The controller shall use solid-state technology with no mechanical relays or switches inside the controller. These controllers shall use IEC 61131-3 software and will have SAE J1939 built into the controller for communication to the vehicle powertrain. The mobile controller shall be installed inside the truck cab and shall display self-diagnosing error codes in readable text format which identify the potential trouble source. Both audio and text alerts must be made available to aid in locating trouble source. A non-resetting counting device will be furnished to track grabber arm cycling. Counter will be securely mounted in cab and advance one number each time the arm is lowered and grabber is opened. Suitable padding should be installed on arm rest for joystick controls.

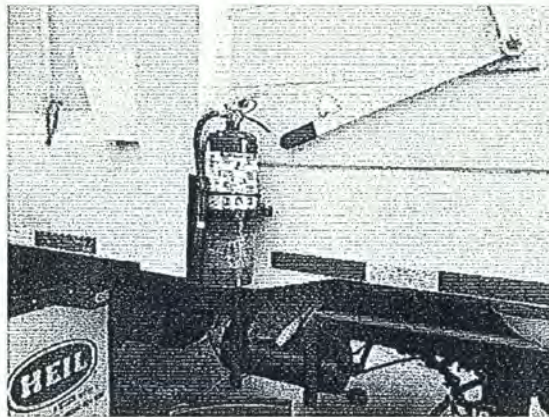
- 4.4.15.11 ELECTRICAL:** The body functions in-cab control center shall be provided for system functions. Return line indicator in cab. All body controls shall be electronic and in easy reach of the operator. Large control box shall be free of obstructing driver view. For ease of service, the lift arm and body function electrical to be independent from all lighting electrical. Separate harnesses for both circuits required. Protected wiring on all applications. All electrical components including wiring shall be free of paint and overspray for ease of maintenance.
- 4.4.15.12 LIGHTING:** All lighting to comply with Federal and local lighting requirements. All lighting to be in shock mounted rubber grommets. All lights to be Peterson LED including Strobe and Work lights or proven equivalent. All lighting and reflectors must be provided in accordance with FMVSS #108 and ANSI 245.1-1999, plus mid body turn signals on each side of the body and a high center brake light on the rear. Included to be, four (4) each, minimum 4-inch diameter, minimum 10-diode, LED, combination tail/stop lamps to be installed. Two (2) on the left and right hand side of the upper portion of the tailgate and two (2) on the left side and on the right side below the tailgate. Four (4) turn signals will be separate 4-inch Red LED lamps and placed next to each stop/tail light. A lighted license plate bracket to be installed centered left to right on the bottom third of the tailgate. A minimum of 2 (two), high output, white backup lights to be installed. Strobes will be set to "three flash, pause" pattern. There will be no switch inside the cab that will turn off strobe lights. Two (2) amber strobe lights to be located on the front top of body to be wired to the battery disconnect switch. Two (2) amber strobe lights to be located at the rear of the body, at approximately center of tailgate and as close to center rear mounted working white lights as possible. Rear strobe lights will only flash when the brake pedal is engaged. Clearance, marker, stop, back up, and directional lights to be LED with Lexan lens, shock mounted in a protective housing, the entire unit to be replaceable pop out style. All lighting to be wired to standard chassis controls for the type lighting being installed. Two (2) wide-angle halogen or LED work/ spot lights shall be attached to the body in such a manner to provide light at night during the container lift and dump cycle, work lights to be mounted on right side of body. One (1) wide- angle spot light illuminating hopper. Controls for spot lights to be mounted in the cab. Reflectors provided shall be rivet secured type; adhesive styles are unacceptable. Reflective conspicuity tape must be applied along both sides and across the back of each packer body. Two (2) LED white work lights mounted in the middle of the tailgate surrounding reverse camera to be activated when transmission is shifted into reverse. Center red third brake light at bottom of tailgate to be a LED light that flashes various random and alternating lights when brake is applied.
- 4.4.15.13 PAINTING:** A high luster finish coat must be applied using acrylic urethane, or proven equal. An ample amount to be applied to achieve a minimum dry thickness of two and one-half (2 1/2) mil and will result in a finish of (3) 1mil minimum thickness and up to 4-mil maximum finish. Body color will be Medium Grey Metallic , Sherwin-Williams, urethane enamel, paint code – DFP386, mix code - # 50374. Lifting mechanism to be painted Pantone® Maroon # 8B0E04, C0 / M97 / Y100 / K50. All painted surfaces shall be clear coated to provide protection of the paint. Rear tailgate shall have City of San Antonio Solid Waste Management Department Logo centered in top center of tailgate and a safety chevron pattern (pictured below) on the bottom of tailgate stating, "Caution Vehicle Stops Frequently." Included in shamrock shall be decal that truck makes wide right turns, warning vehicles to not pass on right. Vehicle pictured on chevron shall be a refuse truck not a tractor trailer.

(Pictures Below for illustrative purposes only)



4.4.15.14 ACCESSORIES:

- 4.4.15.14.1 A lockable, water tight, toolbox, approx. 18" x 18" x 20" must be securely mounted to rear bumper of the refuse body. Placement must be approved prior to completion of first unit.
- 4.4.15.14.2 A 10 lb. Fire extinguisher must be installed on body, curbside, and front of body mounted horizontally. (Picture Below for illustrative purposes only) Fire extinguisher must be charged and inspected and placed in protective sleeve, with inspection tag visible and protected as well.



- 4.4.15.14.3 Two (2) 3rd Eye AWT09MLEDSD DVR Monitors with color video system [including two 128 GB SD cards formatted and ready for use], with automatic switcher to be installed to enable proper and safe operation of the truck. Monitors shall be installed to not create blind spots for drivers. One monitor show left and right cameras in split view or allow driver to choose one (1) camera view. Second monitor to show arm and hopper cameras, but change to rear view camera when transmission is shifted to reverse.

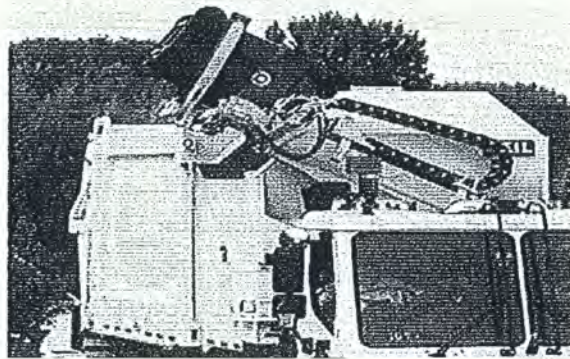
(Picture Below for illustrative purposes only).



- 4.4.15.14.4 Cameras and connectors must be sealed and waterproof. Flat screen, minimum 8.4 inch monitor must have extended visor and swivel base and be reachable and viewable from either driver position. Automatic switcher with remote switch must be capable of switching between cameras based on operation controls, transmission setting, or operator's preference. Monitor must have split screen capabilities and provisions to add another camera without modification. Cameras to have built in infra-red night vision, wide angle 170 degree field of view, and sun shade device. Total of six (6) cameras mounted. One (1) camera must be mounted high on the tailgate to assist in backing up, one (1) camera must be installed to providing a view of the hopper operation, to provide view when arm is in the lift and dump positions, two (2) cameras mounted under mirrors on right and left sides of cab, one (1) camera mounted inside cab on left side facing forward, and one (1) camera mounted on curb side near arm to show operation of arm and cart pick up. Mounting position and orientation of the cameras are to provide full 360 degree recorded view of the vehicle.
- 4.4.15.14.6 A back up detection system must be installed - Rear object detection system, beeps faster the closer you get to an object while reversing; it will be tied into the camera system specified.
- 4.4.15.14.7 Global Senor Systems, Inc. back up detection system must include automatic braking system to apply brakes with vehicle is within a specified distance of an object. Override button shall be installed close to monitor that displays reverse angle. Driver should not have to lean or turn from monitor to push button. Placement shall be approved by COSA SWMD representative prior to installation.
- 4.4.15.14.8 A set of Heavy Duty Wheel chocks shall be included and secured on the right side of the body.
- 4.4.15.14.9 A spring loaded ANSI compliant ladder, located street side on hopper. Ladder must be equipped with locking pin to dock ladder when not in use.
- 4.4.15.14.10 Covering over proximity switches should be locked and keyed alike.
- 4.4.16 **MISCELLANEOUS** - This build will replace (31) Autocar ACX64 Expeditors with Durapak 7000 refuse body: 437115, 437215, 437315,437415, 437515, 437615, 437715, 437815, 437915,438015, 438115, 438215, 438315, 438415, 438515, 438615, 438715, 438815, 438915, 439015, 439115, 439215, 439315, 439415, 439515, 439615, 439715, 439815, 439915, 441915, 443015; and provide (2) additional trucks to increase the City fleet.

4.5	ITEM	ESTIMATED QUANTITY	DESCRIPTION
		2	Autocar ACX64 Cab & Chassis with a 28 Cubic Yard Hell Durapak Python Automated Side Loader with Lift Arm Upgrade - Command SST model arm
4.5.1	All specifications to remain the same as Item 4.4 (Item 1) for sanitation truck with the lift arm upgraded to the Command SST model arm.		

(See Photo. Photo is for illustrative purposes only.)



4.5.2 MISCELLANEOUS – This build will provide (2) additional trucks to increase the City fleet.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

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

Liquidated Damages for Delay:

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

Force Majeure.

Should performance of any obligation created under this Agreement become illegal or impossible by reason of fire, flood, storm, epidemic, pandemic, or other national or regional emergency, act of God, governmental authority, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or any other cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected, then the Liquidated Damages provision is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides reasonable notice of the event of force majeure and exercises all reasonable diligence to remove the cause of force majeure.

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.

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

Insurance.

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

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

A Vendor's financial integrity is of interest to City; therefore, subject to Vendor's right to maintain reasonable deductibles in such amounts as are approved by City, Vendor shall obtain and maintain in full force and effect for the duration of this

Agreement, and any extension here of, at Vendor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Incorporation of Attachments.

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

Attachment A – Price Schedule

Attachment B – City of San Antonio Local Preference Program Forms

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

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not 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.

Invoice Submissions. City requires all original first time invoices to be submitted directly to the Accounts Payable section of the Finance Department. The preferred method of delivery is electronically to the following e-mail address:

accounts.payable@sanantonio.gov

Invoices submitted electronically to the e-mail address above must be in separate .pdf format file. Multiple invoices cannot be submitted in a single .pdf file; however, Vendor may submit multiple, separate invoice files in a single e-mail. Any required documentation in support of the invoice should be compiled directly behind the invoice in the same .pdf file. Each electronically submitted file must have a unique identifying name that is not the same as any other file name.

Invoices submitted by electronic submission are only considered "original" when the submission comes directly from the Vendor to Accounts Payable using this e-mail address. Vendor may courtesy copy the ordering City department personnel on the e-mail.

Vendors not able to submit invoices with the required file formatting above may mail original invoices, on white paper only, to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

Information Required On Invoice.

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

extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

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

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

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

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

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

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

Termination.

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

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

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

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

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

INDEMNIFICATION.

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

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

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

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

Records Retention.

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

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

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

S.B. 943 – Disclosure Requirements for Certain Government Contracts. For contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, Vendor acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this offer and any resulting contract. Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

By submitting an Offer, Offeror warrants and certifies, and a contract awarded pursuant to this RFO is made in reliance thereon, that it, has not knowingly or intentionally failed to comply with this subchapter in a previous offer or contract. City hereby relies on Vendor's certification, and if found to be false, City may reject the offer or terminate the Contract for material breach.

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

As a party to this contract, Vendor understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color,

religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

Attorney's Fees. The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

Prohibition on Contracts with Companies Boycotting Israel

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS PROHIBITED. Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Vendor hereby certifies that it is not identified on such a list. City hereby relies on Vendor's certification. If found to be false, or if Vendor is identified on said list during the course of its contract with City, City may terminate the Contract for material breach.

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), addendums, 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, 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.

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.: V1006439

Signer's Name: Keith Shoffstall

Name of Business: Grande Truck Center

Street Address: 4562 IH-10 East

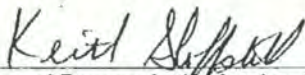
City, State, Zip Code: San Antonio, TX 78219

Email Address: rshoffstallegrandetruck.com

Telephone No.: 210-666-7112

Fax No.: 210-666-7216

City's Solicitation No.: 6100013312



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

ITEM	ESTIMATED QUANTITY	DESCRIPTION
1	33	Autocar ACX64 Cab & Chassis with a 28 Cubic Yard Heil Durapak Python Automated Side Loader

PRICE EACH: \$ 366,319.⁰⁰

TOTAL: \$ 12,088,527.⁰⁰

AUTOCAR YEAR and MODEL of CAB & CHASSIS:

2022 Autocar ACX64

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

Cummins X12 '21 350 H.P. 2000 RPM 1350 LB.FT.

ENGINE WARRANTY (Must meet minimum warranty requirements stated herein):

2 Years OR 250,000 miles

TRANSMISSION WARRANTY (Must meet minimum warranty requirements stated herein):

5 Years

AUTOCAR CAB & CHASSIS WARRANTY (Must meet minimum warranty requirements stated herein):

12 months

AUTOCAR CAB & CHASSIS WARRANTY SERVICE PROVIDER FACILITY NAME:

Grande Truck Center

AUTOCAR CAB & CHASSIS WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

4562 I-4-10 EAST

SAN Antonio, TX 78219

HEIL YEAR & MODEL OF BODY:

2021 Heil 28 Yd Durapak Automated Side Loader

HEIL BODY WARRANTY (Must meet minimum warranty requirements stated herein):

3 Years

HEIL WARRANTY SERVICE PROVIDER FACILITY NAME:

Heil of Texas

HEIL WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

503 Pop Gun St.

SAN ANTONIO, TX 78219

PRODUCTION CUT-OFF DATE: 2/28/2021

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 2/28/2021.

BID PRICES SHALL REMAIN FIRM FOR ALL ORDERS PLACED PRIOR TO THIS CUT OFF DATE. IN THE EVENT THAT CITY DOES NOT AWARD A CONTRACT PRIOR TO PRODUCTION CUT OFF DATE, CAN BIDDER PROVIDE BID ITEMS, AT THE BID PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF DATE? (YES/NO) NO.

ITEM	ESTIMATED QUANTITY	DESCRIPTION
2	2	Autocar ACX64 Cab & Chassis with a 28 Cubic Yard Heil Durapak Python Automated Side Loader with Lift Arm Upgrade - Command SST Model Arm

PRICE EACH: \$ 367,985.⁰⁰

TOTAL: \$ 735,970.⁰⁰

AUTOCAR YEAR and MODEL of CAB & CHASSIS:

2022 Autocar ACX64

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

Cummins X12 '21 350 H-P. 2000 RPM 1350 Lb.-ft.

ENGINE WARRANTY (Must meet minimum warranty requirements stated herein):

2 years or 250,000 miles

TRANSMISSION WARRANTY (Must meet minimum warranty requirements stated herein):

5 Years

AUTOCAR CAB & CHASSIS WARRANTY (Must meet minimum warranty requirements stated herein):

12 months

AUTOCAR CAB & CHASSIS WARRANTY SERVICE PROVIDER FACILITY NAME:

Grande Truck Center

AUTOCAR CAB & CHASSIS WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

4562 IH-10 East

SAN Antonio, TX 78219

HEIL YEAR & MODEL OF BODY:

2021 Heil 28 Yd Command Automated Side Loader

HEIL BODY WARRANTY (Must meet minimum warranty requirements stated herein):

3 Years

HEIL WARRANTY SERVICE PROVIDER FACILITY NAME:

Heil of Texas

HEIL WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

503 Pop Gun St.

SAN Antonio, TX 78219

PRODUCTION CUT-OFF DATE: 2/28/2021

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 2/28/2021.

BID PRICES SHALL REMAIN FIRM FOR ALL ORDERS PLACED PRIOR TO THIS CUT OFF DATE. IN THE EVENT THAT CITY DOES NOT AWARD A CONTRACT PRIOR TO PRODUCTION CUT OFF DATE, CAN BIDDER PROVIDE BID ITEMS, AT THE BID PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF DATE? (YES or NO) NO.

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

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

The City of San Antonio Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, establishes a local preference for specific contracting categories. Each time a bidder or respondent submits a bid for a solicitation, this Local Preference Program Identification Form must be completed and turned in with the solicitation response in order to be identified as a City Business and receive the preference described below. The City will not rely on Local Preference Program Identification Forms submitted with prior or contemporaneous bids or proposals.

The Local Preference Program allows the City to grant a preference to a business meeting the definition of *City Business* in the award of the following types of contracts, when selection is made based on price alone:

- **Personal Property (Goods / Supplies):** The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 or more;
- **Non-professional Services:** The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$500,000;
- **Construction Services:** The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$100,000, excluding contracts awarded using alternative delivery methods.

The Local Preference Program also allows the award of additional points, when multiple evaluation criteria are used in the award of professional service contracts, where the selection process is not governed by statute and in revenue generating and concession contracts. A business meeting the definition of *City Business* stated below may be awarded 10 points for being headquartered within the city, or 5 points for having a local office within the city.

Moreover, the program recognizes joint venture agreements and allows for apportioning of points based upon the percentage of ownership of joint ventures by *City Businesses* responding to solicitations for which discretionary points are applied. For solicitations where selection is made based on price alone, all members of a joint venture must be *City Businesses* for the preference to be applied.

City Business is defined as a business headquartered within the incorporated San Antonio city limits for one year or more OR one that meets the following conditions:

- Has an established place of business for one year or more in the incorporated limits of the City:
 - (a) from which at least 100 of its employees OR at least 20% of its total full-time, part-time and contract employees are regularly based; and
 - (b) from which a substantial role in the business' performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

A location utilized solely as a post office box, mail drop or telephone message center or any similar combination, with no other substantial work function, is not a *City Business*.

For the purposes of this program, Headquartered is defined as the place where a business entity's officers direct, control, and coordinate the entity's activities.

NOTE: Bidders / Respondents are required to submit documentation to substantiate that the requirements of a *City Business* have been met. Examples of documentation may include, but are not limited to the following:

1. Existence of local headquarters or office: For corporations, Texas Comptroller's listing of names/addresses of officers and directors. For partnerships, partnership agreement and any documents identifying the current managing partners and their current work addresses
2. Evidence of local headquarters or office in existence for one year or more: Utility bills, real property lease agreements, equipment leases, personal property taxes, real property taxes
3. Evidence of number of employees: Organizational charts, payroll records by location

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

CITY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION TO VALIDATE BIDDERS'/RESPONDENTS' DESIGNATION AS A CITY BUSINESS.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR RESPONSE EVEN IF YOU ARE NOT SEEKING A LOCAL PREFERENCE. THE BIDDER / RESPONDENT MUST COMPLETE THE FOLLOWING FORM TO BE IDENTIFIED AS A CITY BUSINESS. IF BIDDER / RESPONDENT IS SUBMITTING AS A JOINT VENTURE, EACH CITY BUSINESS THAT IS A MEMBER OF THE JOINT VENTURE MUST COMPLETE AND SIGN THIS FORM.

PROVIDE THE FOLLOWING INFORMATION IF BIDDER/ RESPONDENT IS SUBMITTING AS PART OF A JOINT VENTURE. Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

STATE BIDDER'S / RESPONDENT'S PERCENTAGE OF OWNERSHIP IN THE JOINT VENTURE: 11.4%

SUBMIT A COPY OF THE JOINT VENTURE AGREEMENT. SUBMIT ANY OTHER DOCUMENTATION REQUESTED BY CITY TO SUBSTANTIATE THE EXISTANCE OF AND/OR PARTICIPATION IN THE JOINT VENTURE. NO PREFERENCE POINTS WILL BE ALLOCATED TO A JOINT VENTURE THAT FAILS TO SUBMIT REQUIRED DOCUMENTATION.

SOLICITATION NAME/NUMBER: 6100013312

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

Name of Business:	Grande Truck Center	
Physical Address:	4562 IH 10 East	
City, State, Zip Code:	SAN ANTONIO, TX 78219	
Phone Number:	210-661-4121	
Email Address:	rshoffstall@grande-truck.com	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent:	<u>177</u>	
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Has the business been headquartered in the incorporated San Antonio city limits for one year or more? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
If the answers to the questions above are "Yes", stop here. If the answer to either of the above questions is "No", provide responses to the following questions:		

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

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

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

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

BIDDER'S / RESPONDENT'S FULL NAME:

Keith Shoffstall
(Print Name) Authorized Representative of Bidder / Respondent

Keith Shoffstall
(Signature) Authorized Representative of Bidder / Respondent

Sales
Title

11/5/2020
Date

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

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

Authority. San Antonio City Code Chapter 2, Article XI describes the City's veteran-owned small business preference program.

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 uses the below definition of joint venture.

- Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

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 WITH YOUR BID/PROPOSAL.

INSTRUCTIONS

- IF SUBMITTING AS A PRIME CONTRACTOR ONLY, COMPLETE SECTION 1 OF THIS FORM.
- IF SUBMITTING AS A PRIME CONTRACTOR UTILIZING A SUBCONTRACTOR, COMPLETE SECTIONS 1 AND 2 OF THIS FORM.

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

SOLICITATION NAME/NUMBER: 6100013312

Name of Respondent:	Grande Truck Center	
Physical Address:	4562 IH-10 East	
City, State, Zip Code:	San Antonio, TX 78219	
Phone Number:	210-661-4121	
Email Address:	rshoffstall@grandetruck.com	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes	<input checked="" type="radio"/> 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	<input checked="" type="radio"/> 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	<input checked="" type="radio"/> No
If yes, provide the name of the entity who has certified SUBCONTRACTOR as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount		

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

ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

BIDDER/RESPONDENT'S FULL NAME:

Keith Shoffstall
(Print Name) Authorized Representative of Bidder/Respondent

Keith Shoffstall
(Signature) Authorized Representative of Bidder/Respondent

Sales
Title

11/5/2020
Date

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



ADDENDUM I

SUBJECT: Formal Request For Offer (RFO) 6100013312 Automated Side Load Refuse Trucks scheduled to open November 5, 2020, date of issue October 23, 2020.

FROM: Jennifer Johnson, Procurement Administrator

DATE: November 4, 2020

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:

THE REQUEST FOR OFFER OPENING DATE IS HEREBY EXTENDED TO NOVEMBER 9, 2020 10:00 A.M. CENTRAL TIME.

1. IFB Document Section 004 – Specifications / Scope of Services:

4.4	ITEM	ESTIMATED QUANTITY	DESCRIPTION
	1	33	Autocar ACX64 Cab & Chassis with a 28 Cubic Yard Heil Durapak Python Automated Side Loader

Changed to read:

4.4.4 TRANSMISSION/ DRIVE: Allison 4500 Series, 6 Speed; Vocation, RDS –R 5th Generation push button controls must include a direct mount oil cooler, external oil cooler, internal filter, and oil level sensor. Unit shall have the largest capacity oil pan that will fit this application and filled with synthetic transmission fluid. Transmission Shift Schedule shall be primary performance then secondary then economy to provide optimal performance. Generation 5 Allison output retarder for RDS Transmission w/ Prognostics must be equipped with a PTO Transmission Mounted Audible Alarm. Unit must be equipped with a Spicer 1810HD half round Driveshaft w/ Transmission Retarder. PTO Transmission Mounted Chelsea 890/897 PTO clearance prep, with PTO electronic control switch. Furnish pump MTG provisions-include wiring switches and indicators as required. Transmission cooler must be oil to water type. The transmission mounted driveshaft and Spicer 1810HD half round transmission must all be under the Allison 5 Year Edge Warranty w/ Transmission Retarder and PTO.

Changed to read:

4.4.8 FUEL SYSTEM: Aluminum 75 gallon fuel tank LH bottom of cab. Top of fuel tank to be 4 in below top of frame; minimum 10 gallon capacity DEF Tank left hand over fender mounted.

Changed to read:

4.4.11 LIGHTING: Front head light lamps to be LED lamps. Clearance lights, turn signal & flasher switch, self-canceling turn signals and marker lamps must all be LED. Roof and corner markers, parking

lamps must be Amber LED wired to a battery shut-off switch. Daytime running lamps, identification & clearance lights, (5) marker and clearance lights, provision for local installation of strobe lights. Dome lights, (2) w/self-contained switches (one each side) and side marker lamps and reflectors to meet or exceed Federal Regulations. All electrical connections must be waterproof and sprayed w/protective coating. No LED manual cut-off switches in cab.

Changed to read:

4.4.15.6 LIFTING MECHANISM INTERLOCK: Interlock shall be in-place to eliminate the grabbers from opening when in the dump position. The lifting mechanism must be capable of lifting containers ranging from 30-110 gallons at level, or 16-inch below and above level container placement, and to be capable of extending, grabbing, raising, dumping and returning a container from any position without the need to retract the lift arm and perform the following lift cycle functions in a maximum 12 seconds at engine idle as follows:

- A. Reach to container
- B. Grab the container
- C. Lift the container to the full dump position
- D. Lower the container to the full down position
- E. Release the grabbers from the container
- F. Retract to body
- G. The unit will have an audible alarm and flashing light in cab to indicate the lifting arm is out when the vehicle is in motion

Interlock should be placed to limit travel speed of vehicle to 3 mph when arm is not in stowed position. Speed should only be governed when the arm is out, not when the tailgate is open.

Changed to read:

4.4.15.12 LIGHTING: All lighting to comply with Federal and local lighting requirements. All lighting to be in shock mounted rubber grommets. All lights to be Peterson LED including Strobe and Work lights or proven equivalent. All lighting and reflectors must be provided in accordance with FMVSS #108 and ANSI 245.1-1999, plus mid body turn signals on each side of the body and a high center brake light on the rear. Included to be, four (4) each, minimum 4-inch diameter, minimum 10-diode, LED, combination tail/stop lamps to be installed. Two (2) on the left and right hand side of the upper portion of the tailgate and two (2) on the left side and on the right side below the tailgate. Four (4) turn signals will be separate 4-inch Red LED lamps and placed next to each stop/tail light. A lighted license plate bracket to be installed centered left to right on the bottom third of the tailgate. A minimum of 2 (two), high output, white backup lights to be installed. Strobes will be set to "three flash, pause" pattern. There will be no switch inside the cab that will turn off strobe lights. Two (2) amber strobe lights to be located on the front top of body to be wired to the battery disconnect switch. Two (2) amber strobe lights to be located at the rear of the body, at approximately center of tailgate and as close to center rear mounted working white lights as possible. Rear strobe lights will only flash when the brake pedal is engaged. Clearance, marker, stop, back up, and directional lights to be LED with Lexan lens, shock mounted in a protective housing, the entire unit to be replaceable pop out style. All lighting to be wired to standard chassis controls for the type lighting being installed. Two (2) wide-angle halogen or LED work/ spot lights shall be attached to the body in such a manner to provide light at night during the container lift and dump cycle, work lights to be mounted on right side of body. One (1) wide- angle spot light illuminating hopper. Controls for spot lights to be mounted in the cab. Reflectors provided shall be rivet secured type; adhesive styles are unacceptable.

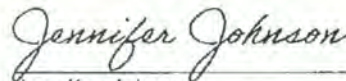
Reflective conspicuity tape must be applied along both sides and across the back of each packer body. Two (2) LED white work lights mounted in the middle of the tailgate surrounding reverse camera to be activated when transmission is shifted into reverse. Center red third brake light at bottom of tailgate to be a LED light that flashes various random and alternating lights when brake is applied.

Changed to read:

- 4.4.15.13 **PAINTING:** A high luster finish coat must be applied using acrylic urethane, or proven equal. An ample amount to be applied to achieve a minimum dry thickness of two and one-half (2 1/2) mil and will result in a finish of (3) 1mil minimum thickness and up to 4-mil maximum finish. Body color will be Medium Grey Metallic , Sherwin-Williams, urethane enamel, paint code – DFP386, mix code - # 50374. Lifting mechanism to be painted Pantone® Maroon # 8B0E04, C0 / M97 / Y100 / K50. All painted surfaces shall be clear coated to provide protection of the paint. Rear tailgate shall have City of San Antonio Solid Waste Management Department Logo centered in top center of tailgate and a safety chevron pattern (pictured below) on the bottom of tailgate stating, "Caution Vehicle Stops Frequently." Included in shamrock shall be decal that truck makes wide right turns, warning vehicles to not pass on right. Vehicle pictured on chevron shall be a refuse truck not a tractor trailer.

Changed to read:

- 4.4.15.14.3 Two (2) 3rd Eye AWT09MLESD DVR Monitors with color video system [including two 128 GB SD cards formatted and ready for use], with automatic switcher to be installed to enable proper and safe operation of the truck. Monitors shall be installed to not create blind spots for drivers. One monitor show left and right cameras in split view or allow driver to choose one (1) camera view. Second monitor to show arm and hopper cameras, but change to rear view camera when transmission is shifted to reverse.



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