

AN ORDINANCE 2014 - 09 - 11 - 0680

ACCEPTING THE BID FROM WATERBLASTING TECHNOLOGIES, INC. TO PROVIDE THE AVIATION DEPARTMENT WITH ONE HIGH PRESSURE, 40,000 PSI WATER BLASTING PAINT AND RUBBER REMOVAL VEHICLE FOR A TOTAL COST OF \$407,173.53, FUNDED WITH THE FY 2014 AIRPORT OPERATING AND MAINTENANCE FUND.

* * * * *

WHEREAS, a bid was submitted to provide the Aviation Department with one high pressure, 40,000 psi water blasting paint and rubber removal vehicle; and

WHEREAS, the bid was submitted by Waterblasting Technologies, Inc. for a total cost of \$407,173.53;
NOW THEREFORE:

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

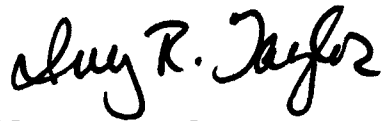
SECTION 1. The bid submitted by Waterblasting Technologies, Inc. to provide the City with one high pressure, 40,000 psi water blasting paint and rubber removal vehicle for a total cost of \$407,173.53 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. Attached hereto and incorporated herein for all purposes as **Exhibit I** is the bid tabulation sheet and bid.

SECTION 2. Funding in the amount of \$407,173.53 for this ordinance is available for Fund 5101000, Cost Center 3305030005 and General Ledger 5709060, as part of the Fiscal Year 2014 Budget. Payment not to exceed the budgeted amount is authorized to Waterblasting Technologies, Inc. and should be encumbered with a purchase order.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

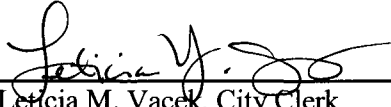
SECTION 4. This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage hereof.

PASSED AND APPROVED this 11th day of September, 2014.


M A Y O R
Ivy R. Taylor

ATTEST:

APPROVED AS TO FORM:


Leticia M. Vacek, City Clerk


Robert F. Greenblum, City Attorney

Agenda Item:	10 (in consent vote: 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19)						
Date:	09/11/2014						
Time:	09:31:56 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance accepting the bid from Waterblasting Technologies, Inc. to provide the Aviation Department with one high pressure, 40,000 psi water blasting paint and rubber removal vehicle for a total cost of \$407,173.53, funded with the FY 2014 Airport Operating and Maintenance Fund. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Diego Bernal	District 1		x				
Keith Toney	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Mari Aguirre-Rodriguez	District 7		x				
Ron Nirenberg	District 8		x				x
Joe Krier	District 9		x				
Michael Gallagher	District 10		x			x	

**City of San Antonio
Bid Tabulation**

Exhibit I

Opened: July 23, 2014		Non-Local
For: Formal Contract for Paint & Rubber Removal Vehicle		Waterblasting Technologies, Inc.
6100004016 SM		3170 SE Slater Street
		Stuart,
		FL 34997
		772-223-7393
Item	Description	QTY
1	High pressure, water blasting, paint and rubber removal vehicle, 19,500 Gross Vehicle Weight Rating (GVWR) chassis, minimum 40,000 PSI water pressure through a fully maneuverable stainless steel rubber/paint removal head, Waterblasting Technologies, Inc. 'Stripe Hog', model SH5500, or approved equal.	1
	Total Price Each	\$407,173.53
	Total	\$407,173.53
	Make, Model & Year offered	2015 Ford F550 Crew Cab/SH5500 Waterbalsting System
		Ford F550 Crew Cab-3 years/36,0000 miles bumper to bumper,5yrs./100,000 miles drive train, and 2 year/24,000 miles emissions. Rust through warranty is 6 years/100,000 miles.
	Warranty	SH5500 - All water blasting components, hydraulic system, gearboxes, vacuum pump, and UHP pump is 1 year parts and labor. Tanks - 4 years for fresh water tank and 2 years for debris tank, includes parts and labor.
	Warranty Service Provider Name	Ford F550 - Grande Truck Center SH5500 - Waterblasting Technologies, Inc.
	Warranty Provider Address	Ford F550 - Grande Truck Center, 4562 IH 10, San Antonio, TX 78219. SH5500 - Waterblasting Technologies, Inc., 3170 SE Slater Street, Stuart, FL 34997
	Production Cut-Off Date	11/1/2014
	Last Day City Can Place Order	11/1/2014
	Can Bidder Provide Item after Cut Off Date?	Yes
	Payment Terms	Net 30
	Total	\$407,173.53
	Total Award	\$407,173.53



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

FORMAL INVITATION FOR BID ("IFB") NO.: 6100004016

PAINT AND RUBBER REMOVAL VEHICLE

Date Issued: JULY 3, 2014

BIDS MUST BE RECEIVED NO LATER THAN:
2:00 PM CENTRAL TIME, JULY 23, 2014

Bids may be submitted by any of the following means:

Electronic submission through the Portal
Hard copy in person or by mail

ORIGINAL

Address for hard copy responses:

Physical Address:

City Clerk's Office
100 Military Plaza
2nd Floor, City Hall
San Antonio, Texas 78205

Mailing Address:

City Clerk's Office
P.O. Box 839966
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"PAINT AND RUBBER REMOVAL VEHICLE"

Bid Due Date: 2:00 p.m. CENTRAL TIME, JULY 23, 2014

Bid No.: 6100004016

Bidder's Name and Address

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: N/A

DBE / ACDBE Requirements: N/A

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

Pre-Submittal Conference * YES

* If YES, the Pre-Submittal conference will be held on JULY 9, 2014 at 10:00 AM Central Time at SAN ANTONIO INTERNATIONAL AIRPORT, 9800 AIRPORT BLVD., TERMINAL A - MEZZANINE CONFERENCE ROOM.

Staff Contact Person: SONNY MUNIZ, PROCUREMENT SPECIALIST II, P.O. Box 839966, San Antonio, TX 78283-3966.

Email: OFELIO.MUNIZ@SANANTONIO.GOV

SBEDA Contact Information: LISA BRICE, 210-207-3505, LISA.BRICE@SANANTONIO.GOV

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003 - INSTRUCTIONS FOR BIDDERS

Submission of Bids.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

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

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

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

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

Pre-Submittal Conference.

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

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

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

Changes to IFB.

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

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

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

Preparation of Bids.

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

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

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

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

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

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

Description of Supplies.

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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

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

Interlocal Participation.

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

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

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

Rejection of Bids.

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

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

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

The bid is conditional; or

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

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

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

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

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

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

Evaluation and Award of Contract.

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

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

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

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

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

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

Inspection of Facilities/Equipment.

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

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

Prompt Payment Discount.

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

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

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

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

Bid Protest Procedures.

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

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

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

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

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

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

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.0 BACKGROUND:

4.01 The City of San Antonio, Aviation Department is soliciting bids for the purchase and delivery of 1 high pressure, water blast (40,000 psi) pavement paint removal and rubber removal vehicle and related equipment in accordance with the specifications listed herein. This vehicle will be utilized at the San Antonio International Airport. Vendor shall deliver the item and its related equipment to City within 180 days of issuance of City's purchase order.

4.1 GENERAL CONDITIONS: The following general conditions will apply to all items within the bid unless specifically excluded within any item.

4.1.1 Vehicle 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 will be required at delivery. Equipment offered under the below listed specifications will be considered unacceptable if, for any reason, the equipment's, or major component's, long term availability on the U.S. market, or in the local area, is in doubt.

4.1.2 All vehicle equipment shall be installed new, unused, standard production model, and equipment is to be serviced in accordance with manufacturer's recommended pre-delivery check list, and ready for operation upon delivery, and shall include all manufacturers' standard equipment unless otherwise specified therein. Equipment offered under the below listed specifications will be considered unacceptable if, for any reason, the equipment's, or major component's, long term availability on the U.S. market, or in the local area, is in doubt.

4.1.3 Warranty and Parts: Complete Vehicle Warranty shall be manufacture's standard on Vehicle, Frame, Chassis, Engine, Transmission, Transfer CASE, Axles, Cab Corrosion/Rust through, Cab structural, Body and Sheet Metal Corrosion/ Rust Through, Paint, Lighting, and all related equipment. Vehicle Warranty shall be a minimum of 3-years / 36,000 miles bumper to bumper, 5 years / 100,000 miles drive train, and 2 years / 24,000 miles emissions. Rust through warranty shall be 6 years / 100,000 miles minimum. All water blasting components, hydraulic system, gearboxes, vacuum pump, and UHP pump shall be a minimum 1 year parts and labor. Tanks shall be 2 years parts and labor. Successful vendor / supplier shall submit all warranty information with bid. All warranty times to start the date the vehicle is placed in service, not on the delivery date. The dealer will be notified by letter of the in-service date of each vehicle by serial number. Vendor will fully explain the warranty by attaching separate, authenticated correspondence. Vehicle's warranty service must be available within a ten mile radius of the Bexar County line by a factory-authorized dealer (NO EXCEPTIONS).

4.1.4 Delivery: All equipment must be delivered to City of San Antonio Building and Equipment Services, 10303 Tool Yard, San Antonio, TX 78233. Delivery to a non-specified location will result in non-acceptance of the equipment by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS. Contract Fleet Acquisitions Office at (210) 207-4600 for delivery questions. Deliveries will not be accepted after 3:00 P.M CST. Vehicles with more than 100 miles or 8 hours accumulated on the odometer/hour meter will not be accepted. All units are required to have a full tank of fuel when delivered to City specified location. All prices will be quoted F.O.B., designated City facility, freight prepaid.

4.1.5 The MSO, Dealer Temporary license plates/tags, proper invoice, state inspection decal, signed 130U form and **State Weight Certificate/slip** are required upon delivery of each unit. If any of these items are missing, the city will deem the vehicle delivery *Not as Specified* and will not be processed or accepted until all required paperwork is completed and provided to Fleet Acquisition building and Equipment Service Office Staff.

4.1.6 Original Equipment Manufacturer (OEM) parts and accessories must be used to meet the specifications listed herein.

4.1.7 All bodies and components in this bid will be installed in accordance with the appropriate Incomplete Vehicle Data Manual. Certification of compliance will be posted on the left door post of the vehicle. Except for manufacture'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 Safety Standards (FMVSS)

and Texas State Highway requirements. Installation of body and accessories 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.

4.1.8 Any equipment furnished must meet all Federal State safety requirements. Engines must be certified as Tier IV emissions compliant. The engine offered by bidder must meet the Tier IV Environment Protection Agency (EPA) emission standards, or, if it has been revised by the EPA, the standard which is in effect at the time the bid is submitted, without the benefit of averaging, banking, trading, or emission credits. Bidder shall submit a copy of the applicable EPA certificate with its bid.

5.0 STANDARD REQUIREMENTS:

5.1 This equipment shall be specifically designed for the purpose of removing paint and rubber deposits from airport runways, taxiways, ramps, and gate areas. Vendor warrants that the equipment offered is suitable for this stated purpose.

5.2 This equipment shall also be used on airport roadways, and in airport parking lots.

5.3 Equipment design and component installation shall allow easy access by the operator/mechanical technician when routine service or maintenance procedures are required.

6.0 SPECIFICATIONS:

ITEM 1 **1 high pressure, water blasting, paint and rubber removal vehicle, 19,500 Gross Vehicle Weight Rating (GVWR) chassis, minimum 40,000 PSI water pressure through a fully maneuverable stainless steel rubber/paint removal head. Vendor's product shall have equivalent or have demonstrated comparable equipment and performance capabilities to a *Waterblasting Technologies, Inc. 'Stripe Hog', model SH5500*. Vendor's equipment must be designed to accomplish full paint and rubber removal with high pressure water only. No solvents or chemicals may be used with this unit. The unit shall meet all the following specifications:**

6.1 VEHICLE'S CAB & CHASSIS SPECIFICATIONS:

6.1.1 The cab and chassis shall be configured as a conventional crew cab design, diesel powered, two wheel drive, automatic transmission and dual rear wheels. **The vehicle shall be designed and configured so as to not require a Commercial Drivers License (CDL) of the operator/DRIVER. The vehicle shall be designed and engineered to be road worthy for unlimited travel at normal highway speeds, and at the driver's discretion, may be shifted into WORK mode which must allow for hydrostatic control at speeds required to perform intended paint and rubber removal operations.** The cab shall be designed to allow performance and function, control and monitoring by a single driver/operator. The cab and driver configuration shall provide maximum visibility, maneuverability, and safety while operating on runways, taxiways, ramps, and gate areas. At a minimum, the cab and chassis shall be configured as follows:

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|--|--|
| 1. Chassis: | Manufacturer: FORD, Model: 550, or approved equal. |
| 2. Gross Vehicle Weight Rating (GVWR): | GVW Rating shall be engineered to support the complete loaded weight of the vehicle to include full capacity water and waste tanks, full fuel load, and operators, Minimum GVWR shall be 19,500 lbs. |
| 3. Cab: | Conventional fully enclosed, 4-door, crew cab design. |
| 4. Wheelbase: | 174-200 inches |
| 5. Engine: | Engine shall be diesel powered turbocharged V-8 configuration with electronic engine controls which meets all current applicable emission standards. Minimum engine displacement 6.7 L rated at 300 horsepower and 650 lbs. of torque – minimum. |
| 6. Fuel: | Diesel |

7. Exhaust System:	Exhaust system shall remain 100% functional as intended by O.E.M. Any modifications shall be completely shielded for heat to protect vehicle, hydraulic equipment, and the operators.
8. Transmission:	Automatic, electronically controlled 6 speed, heavy duty, column shift.
9. Fuel tank:	40 gallon minimum
10. Radiator:	Heavy Duty Cooling
11. Transmission Oil Cooler:	Auxiliary OEM factory installed transmission oil cooler
12. Differential:	Non-locking Differential / 4.10:1 ratio
13. Front Suspension:	Coil spring
14. Rear Suspension:	Leaf Spring
15. Shock Absorbers:	Heavy-Duty front and rear.
16. Stabilizer Bar:	Front and Rear Stabilizer bars
17. Brakes:	Power 4 wheel disc brakes with 4 wheel antilock brake system
18. Steering:	Power assist
19. Battery:	Dual batteries 750 cold cranking amps each – minimum
20. Alternator:	175 amps – minimum
21. Tires:	All season BSW tires matched to GVWR. Manufacturer: Continental Model: BSW All-Season Size: 225/70R19.5 Load Rating: 3790 lbs., or approved equal
22. Wheels:	Argent painted steel
23. Spare Tire:	Full –size matching spare tire and wheel
24. Recovery Tow Hooks:	Two front frame mounted tow hooks
25. Keys	3 sets of keys

6.2 VEHICLE'S FUNCTIONAL EQUIPMENT SPECIFICATIONS:

1. Instrument Cluster:	Minimum, but not limited to the following gauges or visual warning indicators: speedometer with trip meter, tachometer, engine hour meter, fuel gauge, engine temperature gauge, transmission temperature gauge, oil pressure indicator, battery charge indicator, water in fuel indicator, low DEF indicator, engine fault indicator, ABS fault indicator, turn signal, high beam, and parking brake indicators.
2. Calibration:	All instrumentation, gauges, switches, and controls shall be in English display, illuminated, and permanently labeled.
3. Audible warning:	Audible warning tones for headlamps on and key ignition.
4. Steering Column:	Tilt / telescoping steering column with shift interlock and multifunction turn signal /high beam / windshield wiper switch.

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|---------------------------|---|
| 5. Windshield Wipers: | Two speed windshield wipers / washers with variable intermittent. Windshield wipers to be controlled by a steering column mounted multifunction switch. |
| 6. Air Conditioning/Heat: | Manual air conditioning / heater / defroster system with multiple speed fan motor and replaceable fresh air filter. |
| 7. Radio: | AM/FM stereo with digital clock – minimum |
| 8 Up fitter Switches: | Factory installed OEM Up fitter Switches (4 minimum) |

6.3 VEHICLE'S INTERIOR SPECIFICATIONS:

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|-----------------------------|---|
| 1. Front Seats: | 40/20/40 vinyl split bench seat with folding center console which includes armrest, storage, and cup holders. |
| 2. Rear Seat: | 60 /40 split flip up rear seat |
| 3 Restraint System: | All seating positions shall have safety belts and head restraints |
| 4. Sun visors: | Front Left and Right sun visors |
| 5. Headliner: | Full length Vinyl or Cloth |
| 6. Rear View mirror: | Windshield mounted rear- view mirror |
| 7. Assist Grab Handle: | Assist grab handles for front and second row seating |
| 8. Floor Covering: | Full Length heavy duty OEM black vinyl / rubber thermo-acoustic insulated floor covering. |
| 9. Dome Light: | Overhead courtesy dome light with dual map lights. |
| 10. Auxiliary power Outlet: | Front Auxiliary 12 volt power outlet. |
| 11. Interior trim color: | Dark Grey |

6.4 VEHICLE'S EXTERIOR SPECIFICATIONS:

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|--------------------------|--|
| 1. Glass: | OEM Factory tinted safety glass |
| 2. Cab Clearance Lights: | Factory installed OEM Cab roof clearance Lights |
| 3. Mirrors: | Mirrors shall be manual telescoping fold away trailer tow type mirrors |
| 4. Cab entry steps: | Factory Installed OEM Cab entry steps |
| 5. Trailer hitch: | Factory Installed Class IV trailer hitch w/ 2" Receiver |
| 6. Trailer wiring: | Factory 7 wire trailer harness to include Pollack type combination 7 blade/ 4 pin flat trailer connector. |
| 7. Back – up Alarm: | Factory- installed ECCO back up alarm |
| 8. Exterior Color: | Exterior cab Color shall be painted Ford School Bus Yellow (or GM Wheatland Yellow, or Dupont # LO131 EB Imron Elite, or Dupont # 71890J.) |

6.5 VEHICLE'S HIGHWAY TRANSPORT / WORK MODE:

6.5.1 The vehicle shall be designed and engineered to be road compliant for unlimited travel at highway speeds, and at driver discretion, be shifted into a Work Mode which allows for hydrostatic control at speeds required to perform intended paint/Rubber removal operations. The shifting from Highway or Transport Mode to Work Mode shall be accomplished from the driver/operator position via electric/air switching and require no tools or vehicle configuration changes.

6.6 ULTRA HIGH PRESSURE WATER BLASTING and RECOVERY SYSTEM:

6.6.1 The truck mounted system shall be designed and engineered to remove and recover multiple layers of waterborne traffic paint or a single layer of thermoplastic from P.C.C. (Portland Cement Concrete) and/or Asphalt runway, taxiway, ramp, street, or parking lot pavement surfaces by use of ultra-high pressure water only (no chemicals). The system shall be able to achieve ultra-high pressures of up to 40,000 psi (pounds per square inch) for up to 100% paint and marking eradication. The system shall also have the capability to operate at reduced pressures for surface preparation prior to painting and at minimal pressures for cleaning existing markings (including thermoplastic markings) without disturbing existing, imbedded, reflective glass beads. The system shall work equally effectively on both smooth and grooved pavement surfaces. Water and debris recovery shall be complete and leave the pavement in a virtually dry condition with no water accumulation. The system shall be completely self-contained with fresh water and waste water / debris storage tanks, ultra high pressure water pump, vacuum pump, and all pressure and vacuum equipment required to remove and recover paint, thermo-plastic, and rubber.

6.6.2 At minimum the system shall include, but not be limited to, the following:

6.6.3 Nominal production rates shall be 5000 square feet per hour and 80 linear feet / minute, at a minimum.

Rates with 14" spray bar below:

Square feet/hour: Rubber: 5,000 – 10,000 Paint: 1,750 – 2,400

Linear feet/minute: Rubber: 83-166 Paint: 58-80

6.6.4 Nominal production rates shall be a minimum of 10,000 square feet per hour with the 36" rubber removal head and 30 nozzle spray bar. This rubber removal head shall be included with the water blaster unit in addition to the 14" spray bar referenced above.

6.6.5 The system shall perform equally effectively on both smooth and grooved pavement surfaces.

6.6.6 Water and debris recovery shall leave the pavement in a nearly dry state.

6.6.7 All components and filters shall be field serviceable without the removal of major components such as water and recovery tanks.

6.6.8 The Water Pump shall be capable of developing a sustained ultra-high pressure of 40,000 psi. and 6 gallons per minute – minimum volume.

6.6.9 Water filtration prior to the UHP (Ultra-high Pressure) water pump shall be two stages consisting of a primary filter rated at 20 micron and a secondary filter rated at 1 micron.

6.6.10 The Vacuum Recovery System blower shall be rated at 700 CFM minimum and noise level not to exceed 88 decibels at a distance of 20 meters.

6.6.11 A single, front mounted, blasting head assembly shall incorporate a hydraulically driven, rotating spray bar and nozzle assembly. The spray bar shall be 14" wide minimum and rotate at a minimum speed of 3,000 rpm. The hydraulic motor assembly shall be manufactured of premium quality and capable of rotating at 3,000 rpm minimum. Movement, positioning, and stowage of the blasting head assembly shall be hydraulically controlled. The blasting head shall be utilized in an infinite number of positions and be operator actuated through the use of an electronic/hydraulic joystick mounted on the operator's console. The blasting head shall incorporate a curtain or brush assembly on its outer most perimeters to increase efficiency and limit outward travel of high pressure water and removed debris. The blasting head shall be supported by 4 adjustable caster wheel assemblies to adjust blasting head ground clearance. An additional spray bar shall be provided in 10" width and shall be easily interchangeable. These spray bars shall be field serviceable without

the use of any special tools. The blasting head shall have a secured, fixed, "STOW" position in front of the vehicle for vehicular transport.

6.6.12 Operator Controls shall be permanently mounted in a console type configuration at the driver / operator position. This console shall incorporate all functions necessary to operate the water blaster and include Joystick control of the blasting head, UHP adjustment, vehicle speed adjustment, engine RPM adjustment, and all associated warning lights and alarms. The console shall incorporate gauges which enable the operator to monitor system performance.

6.6.13 At minimum, audible and visual alarms for low fresh water tank level, high recovery tank level, low hydraulic fluid level, and gauges for ultra-high water pressure, charge pump pressure, and recovery vacuum efficiency are required.

6.6.14 The vehicle shall incorporate an emergency stop for all functions by depressing the vehicle brake pedal.

7.0 FRESH WATER and VACUUM RECOVERY TANKS:

7.1 Fresh Water tank shall have the capacity to provide water for 75-90 minutes of continuous operation at maximum pressure/volume and have a minimum capacity of 600 gallons. The tank shall be internally baffled as required to provide stability and minimize water oscillation during transport. Tank fill shall be accomplished from a hydrant through a 1-1/2" quick disconnect cam lock style coupler and a 1-1/2" Y-type strainer – minimum. The tank shall be vented, incorporate a 16" minimum inspection opening and cover, and shall be able to be completely gravity drained. A water level sight tube must be easily visible from ground level and permanently marked in evenly spaced increments. The tank shall incorporate a low water system shut-off. The tank installation shall utilize stainless steel hardware.

7.2 Vacuum Recovery tank shall be of a capacity to completely contain all water and debris recovered from operations utilizing a minimum of one complete fill of fresh water tank and has a minimum capacity of 650 gallons. The tank shall be of stainless steel construction and have the ability to hydraulically dump the recovered debris to the right side of the vehicle. At the completion of the dump cycle, all debris shall be completely clear of the vehicle. The dump cycle shall be accomplished by a single operator without the use of any special tools. The tank shall incorporate a water separation and filtration system which results in complete de-watering and separation of water and debris, leaving the debris in a practically dry state for dumping and disposal. The recovered water shall be filtered to 100 micron level minimum and be able to be completely drained without the disposal of debris. Draining shall be accomplished through a ball type valve and easily detachable hose to ensure all water will drain completely clear of the vehicle. Nominally, complete draining and dumping of the recovery tank should require no more than 30 minutes. The tank shall be vented, incorporate a 21" minimum inspection opening and cover, and shall be able to be completely gravity drained. A water level sight tube must be easily visible from ground level and permanently marked in evenly spaced increments.

7.3 A 25 foot long section of collapsible water fill hose shall be provided with hydrant adapters, hydrant wrench, and a 1-1/2" quick connect cam lock style coupler.

8.0 ELECTRICAL/ LIGHTING:

8.1 Two fully adjustable HID work/flood lights shall be installed to illuminate blasting head work area. These lights will be controlled by OEM up fitter switches. Example: Speaker Model # 9710-12v or approved equivalent with Flood Light Pattern.

8.2 Roof- mounted Whelen LFL Liberty SX8AAAA with options SPALF1 shall be installed.

8.3 All wiring passing through the cab shall be in weather proof connectors. All wiring is to be concealed and secured in industry standard wire loom/conduit with all connectors being of the weatherproof style. No Butt Connectors or Scotch Lock Style Connectors shall be used. All wiring shall be routed and secured to minimize wear, abrasion, and accidental damage.

9.0 HYDRAULIC SYSTEM:

9.1 The hydraulic system shall be designed with the capacity and capability of positioning and operating the hydraulically actuated blasting head in any position within the design limits of travel without the use of mechanical locks, and shall be of a capacity where all controls can be operated simultaneously without noticeable reduction in response of any one or more functions or spray bar rotating speed.

9.2 Hydraulic system shall utilize premium quality, UV resistant, synthetic rubber, wire braided reinforced hoses. All hydraulic hoses shall be routed and secured to minimize wear, abrasion, and accidental damage.

9.3 Hydraulic system filtering shall conform to SAE J931 Guidelines. All filter housings utilized in the hydraulic system shall incorporate a pressure sensor which will activate a warning light on the console control indicating a clogged filter, and all filter housings shall incorporate a restriction indicator. The filter housings shall be installed whereas no valving or shut-off valves are required for changing the filter element. Filter elements shall be spin- on style only.

9.4 All fittings shall be of O-ring or JIC design. In situations where design prohibits the use of O-ring or JIC design fittings, swivel style fittings shall be used on both ends of all hoses.

10.0 ACCESSORY / TOOL STORAGE:

10.1 An underbody style toolbox shall be installed for storage of water tank fill hoses, hydrant adapters, spare parts, and tools. The toolbox shall be constructed of aluminum tread-brite / diamond plate style material with a full width drop down door and a full width aluminum piano style hinge. The door shall incorporate a paddle style handle, rotary type lockable latch mechanism, complete weather proof door seal, and be supported by two stainless steel cables, one on each side.

11.0 PAINT:

11.1 All components of the installed water blasting system which require painting shall be painted by the manufacturer's standard paint scheme using a high solid content, low VOC polyurethane paint which matches exterior cab color.

12.0 SPARE PARTS:

12.1 The following spare parts shall be provided upon delivery:

12.2 A complete set of replacement filters for the water blasting system shall be provided upon delivery. This filter replacement set shall include water, air, and hydraulic filters.

12.3 A complete set of replacement belts for the water blasting system shall be provided upon delivery. This belt replacement set shall include UHP water pump belt and vacuum blower belt.

12.4 One set of 4 replacement blasting head caster wheels.

12.5 Provide a detailed list of recommended spare parts to be kept in inventory by end user.

13.0 MANUALS:

13.1 A complete set of vehicle service specific service and troubleshooting manuals can be provided at time of delivery.

13.2 Manuals shall include, but not limited to the following:

13.3 Complete maintenance, overhaul, troubleshooting, and parts manuals for cab / chassis. Cab / chassis maintenance and overhaul manuals shall include engine, transmission, transfer case, driveline, axles, brakes, electrical system, and all components and gearboxes, etc. related to the hydrostatic drive system.

14.0 PROGRESS VISITS and INSPECTIONS:

14.1 During the manufacturing / assembly stage, technical representatives from City may conduct site visits to view assembly progress. The time frame of the initial site visit shall be mutually agreed upon by Vendor and City representatives and may be near the mid – point of assembly.

15.0 VEHICLE TESTING:

15.1 The complete unit shall be fully assembled and tested prior to delivery. The entire unit shall be subjected to a complete operational test. This test shall bring all components to full operating temperature and rated speed for a

minimum of twenty minutes. This test shall verify that all components are functioning properly, maintaining proper temperatures, and have no leaks. Any deficiencies or leaks shall be corrected immediately. Components subject to the operational tests shall include the following: Engine, Transmission, Driveline, Gearboxes, Brake System, Hydraulic System, Cooling Systems, Charging System, Cab Heater/AC System, Lighting Systems, UHP Water Pump, Blasting Head, and Vacuum System.

16.0 SET UP AND TRAINING:

16.1 Within 15 calendar days of delivery, vendor shall provide a factory trained and authorized technical representative to completely assemble / set-up, test, and provide training on the truck/water blasting unit. The authorized technical representative shall conduct on-site training of Airport Operators, and maintenance personnel, and upon acceptable completion of the training, all operators and maintenance personnel shall be completely confident / competent with the information covered, and procedures demonstrated during the training. The training shall include at a minimum, but shall not be limited to, Proper SAFE Operation, basic maintenance, adjustments, daily checks, UHP pump maintenance, vacuum blower maintenance, and extensive hands – on operation and actual paint/ rubber removal and recovery operations.

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.

Damages for Delay.

The parties agree that the actual damages that might be sustained by the City by reason of the breach by Vendor of its covenant to make delivery within the deadlines specified herein are uncertain and would be difficult of ascertainment, and that the sum of \$100.00 per day for each day delivery by said Vendor is late would be a reasonable compensation for such breach. Vendor hereby promises to pay, and City hereby agrees to accept, such sum as liquidated damages, and not as a penalty, in the event of such breach. Furthermore, Parties agree that City may withhold said liquidated damages from any payments due to Vendor hereunder. If delivery is more than 30 days late from the deadline specified herein, City may, at its option, terminate this contract in whole or in part. In such event, this liquidated damages provisions shall be null and void as to the portion of the contract terminated, and City may collect its actual damages from Vendor.

Non-Discrimination.

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.

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 – Local Preference Identification Form

Attachment C – Supplemental Information Related to the State of Texas Conflict of Interest Requirement

Attachment D – Veteran-Owned Small Business Preference Program (VOSBPP) Ordinance

Attachment E – Veteran-Owned Small Business Program Tracking Form

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

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

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

Invoicing and Payment.

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

Information Required On Invoice.

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

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

Payment by City.

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

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

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

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

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

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

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

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

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

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

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

Termination.

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

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

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

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

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

INDEMNIFICATION.

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

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

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

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

Records Retention.

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

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

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

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

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

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

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

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

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

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

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

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

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

007 - SIGNATURE PAGE

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

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

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

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

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

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

Bidder Information

Please Print or Type Vendor ID No.

COSA-10038225

Signer's Name

John J. McGlynn III

Name of Business

Waterblasting Technologies, Inc.

Street Address

3170 SE Slater Street

City, State, Zip Code

Stuart, Florida 34997

Email Address

cfo@waterblasting.com

Telephone No.

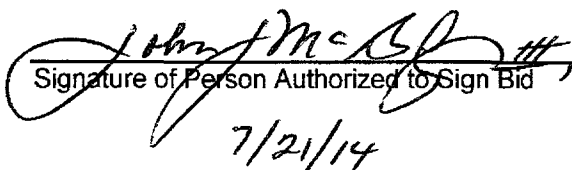
772-223-7393

Fax No.

772-223-5461

City's Solicitation No.

6100004016


Signature of Person Authorized to Sign Bid

CFO

7/21/14

008 - STANDARD DEFINITIONS

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

All-or-None Bid - an invitation to bid in which the City will award the entire contract to one bidder only.

Alternate Bid - two or more bids with substantive variations in the item or service offered from the same bidder in response to a solicitation.

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

Bid - a complete, signed response to a solicitation. The term "bid" is synonymous with the term "offer".

Bid Opening - a public meeting during which bid responses are disclosed.

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

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

Change Order - a change to the plans or specifications of the contract, or an increase or decrease in the quantity of work to be performed or of materials, equipment, or supplies to be furnished, issued by the Director after the bid has been accepted by the City.

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

Contract - the binding legal agreement between the City and Vendor.

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

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

Equal or Equivalent - terms to indicate that similar products or other brands may be acceptable for purchase if specifications and functional requirements are met.

Invitation for Bid (IFB) - a solicitation requesting pricing for a specified good or a service.

Line Item - a listing of items in a bid for which a bidder is expected to provide separate pricing.

Low Bid - a bid which is lowest in price, but may not meet all requirements or specifications.

Lowest Responsible Bidder - the bidder whose bid meets all requirements of the specifications, terms and conditions of the IFB and results in the lowest cost to the City in an award based solely on price, taking into consideration the bidder's competence and qualifications to perform the contract.

Non-Responsive Bid - a bid or offer that does not comply with the terms and conditions, or specifications and/or requirements of the IFB.

Offer - a complete, signed response to an IFB that, if accepted, would bind the bidder to perform the resultant contract. The term "offer" is synonymous with the term "bid".

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

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

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

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

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

Responsible Bidder - a bidder who is known to have the necessary competence and qualifications to perform and provide all requirements of an intended contract.

Responsive Bidder - a bidder who tenders a bid which meets all requirements of the invitation to bid and is a responsible bidder.

Sealed Bid - a bid submitted as a sealed document, whether hard copy or electronic, by a prescribed time to the location indicated in the IFB. The contents of the bid will not be made public prior to the bid opening.

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

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

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

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

Waiver of Irregularity - noting, but disregarding an immaterial variance within a bid.

009 - ATTACHMENTS
LOCAL PREFERENCE PROGRAM ORDINANCE

The 82nd Texas Legislature adopted a revision to the law that allowed the City of San Antonio (City) to adopt a policy that would grant contracting preferences to local businesses for certain types of contracts. The City adopted such a policy, known as the Local Preference Program, by Ordinance No. 2013-03-21-0167, effective for solicitations issued after May 1, 2013.

This solicitation is subject to the Local Preference Program. For more information on the program, refer to the Local Preference Program Identification Form attached to this solicitation.

In order to receive consideration, the Local Bidder must complete and return the attached Local Preference Identification Form.

ATTACHMENT A - PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
SH5500	1 Each	High pressure, water blasting, paint and rubber removal vehicle, 19,500 Gross Vehicle Weight Rating (GVWR) chassis, minimum 40,000 PSI water pressure through a fully maneuverable stainless steel rubber/paint removal head, <i>Waterblasting Technologies, Inc.</i> 'Stripe Hog', model SH5500, or approved equal.

PRICE: \$407,173.53 EACH **\$407,173.53 TOTAL**

MAKE, MODEL & YEAR offered: 2015 Ford F550 Crew Cab / SH5500 Waterblasting System

WARRANTY: Ford F550 Crew Cab = 3 years / 36,000 miles bumper to bumper, 5 years / 100,000 miles drive train, and 2 years / 24,000 miles emissions. Rust through warranty is 6 years / 100,000 miles.
SH5500 = All water blasting components, hydraulic system, gearboxes, vacuum pump, and UHP pump is 1 year parts and labor.
Tanks = 4 years for fresh water tank and 2 years for debris tank; includes parts and labor.

WARRANTY SERVICE PROVIDER NAME: Ford F550 Crew Cab warranty provider is: Grand Ford Truck Center
SH5500 Waterblaster Warranty Provider is: Waterblasting Technologies, Inc.

WARRANTY PROVIDER ADDRESS: Grande Ford Truck Center, 4562 Interstate Highway 10, San Antonio, TX
78219. Waterblasting Technologies, Inc., 3170 SE Slater Street, Stuart FL 34997

PRODUCTION CUT-OFF DATE: November 1, 2014

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: November 1, 2014

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

ATTACHMENT B – LOCAL PREFERENCE IDENTIFICATION FORM

(Posted as a separate document)

**ATTACHMENT C – SUPPLEMENTAL INFORMATION RELATED TO THE
STATE OF TEXAS CONFLICT OF INTEREST REQUIREMENT**

The Instructions to Bidders section of this document provides information pertaining to a requirement to file the State of Texas Conflict of Interest Questionnaire (Form CIQ) required by Chapter 176 of the Texas Local Government Code. The Form CIQ is available from the Texas Ethics Commission at:

<http://www.ethics.state.tx.us/forms/CIQ.pdf>

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

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

**ATTACHMENT D – CITY OF SAN ANTONIO
VETERAN-OWNED SMALL BUSINESS PROGRAM**

Veteran-Owned Small Business Preference Program (VOSBPP) Ordinance

Pursuant to Ordinance No. 2013-12-05-0864, effective for solicitations issued after January 15, 2014, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation.

For more information on the program, refer to the Veteran-Owned Small Business Program Tracking Form attached to this solicitation.

Respondent must complete and return the attached Veteran-Owned Small Business Program Tracking Form.

**ATTACHMENT E – CITY OF SAN ANTONIO
VETERAN-OWNED SMALL BUSINESS PROGRAM TRACKING FORM(S)**

(Posted as a separate document)



City of San Antonio

Office of the
City Clerk

CONFLICT OF INTEREST QUESTIONNAIRE ADDENDUM FORM CIQ-A

For vendor or other person doing business with local governmental entity

Completed Conflict of Interest Questionnaires and Conflict of Interest Questionnaire Addenda are to be submitted by all individuals and/or entities who seek to do business with the City of San Antonio. Completed Forms shall be filed with the City Clerk no later than the 7th business day after the date the person/entity: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City.

A CIQ and CIQ Addendum are required to be filed for **EACH** solicitation submitted, and are required to be submitted together.

1 **Name of person who has or is seeking to have a business relationship with the City of San Antonio.**

John J. McGlynn III

2 **Name of Company that has or is seeking to have a business relationship with the City of San Antonio.**

Waterblasting Technologies, Inc.

2a **Business Contact information for Company listed above.**

Business Address: 3170 SE Slater Street, Stuart, FL 34997

Phone: 772-223-7393

Email: cfo@waterblasting.com

3 **Bid Name or Description of Service**

Paint and Rubber Removal Vehicle

4 **Printed name of person doing business with the City of San Antonio (same as denoted on Box 4 of Form CIQ).**

N/A

Completed Conflict of Interest Questionnaires and Addenda should be mailed or hand-delivered separately from the solicitation (bid) to one of the following addresses:

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

Physical Address: **Office of the City Clerk
City Hall, 2nd Floor
100 Military Plaza
San Antonio, TX 78205**

Print Form

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

N/A

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes

☐ No

N/A

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

N/A

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes

☐ No

N/A

D. Describe each employment or business relationship with the local government officer named in this section.

4

N/A

Signature of person doing business with the governmental entity

Date



1 Warranty

Waterblasting Technologies, Inc., hereinafter called WTI, warrants its components to be free from defects in material and workmanship while under normal use and service. WTI will, at its option, either repair or replace free of charge any such part that appears to us to be defective in material or workmanship during the warranty period. The warranty evaluation by WTI as to the cause of the defect shall be conclusive.

For approved warranty shipments, WTI will provide no charge Fed-ex ground or Fed-Ex Economy shipping. If customer requests expedited shipping, the difference in the shipping costs will be invoiced to the customer.

WTI reserves the right to request the component(s) to be returned, freight pre-paid, for analysis before proceeding with any warranty claim. The customer shall be responsible for payment of any replacement components requested. If the warranty claim is approved by WTI, credit will be issued for the components under warranty.

No warranty is made, either expressed or implied, for defects, failures or malfunctions resulting from corrosion, misapplication, over-pressurization, insufficient maintenance, lack of maintenance and any modifications to the component as supplied by WTI.

Any components replaced during the period of warranty will be warranted only during the period of the initial warranty, and no extensions shall be made, unless in writing by WTI in addition to the provision of the terms of the original warranty.

WTI will not be liable for damage, abnormal wear or consequential damage to their system components resulting from the use of replacement components that are not furnished by WTI.

WTI will not be liable for charges incidental to the removal of damaged or defective components, lost time and profits, or any consequential damages resulting from failure of the component.

WTI reserves the right to make improvements to future models without the need to retrofit or upgrade prior models. WTI shall not be obligated to perform retrofits and/or modifications to components manufactured prior to the incorporation of the new design and specifications.

Components that are not originally manufactured by WTI, including but not limited to, the truck chassis, Jetstream Pump, OMSI (Gear Box), Dresser Roots Blower, are warranted only to the extent of the original manufacturer's warranty and are subject to their allowance to us if found defective by them. Copies of other manufacturers warranty statements are supplied at the time of sale. WTI will assist with warranty claims on components not originally manufactured by WTI.

WTI Warranty Schedule - Warranty starts from the date of acceptance by the purchaser. Date of acceptance shall be defined as the time that the Stripe Hog is received by the purchaser.

Acceptance of the Stripe Hog shall imply agreement to the terms and conditions of this warranty.

- 1 - 365 Days: 100% Parts and 100% Labor *
- Additional 4 years parts only for the Plastic Tank

2015 Ford F-550 CHASSIS CAB Specifications

Fuel Capacity	28 gallons (F-350 SRW w/68D Payload Downgrade Pkg.) 40 gallons (F-350 SRW/F-350 DRW/F-450/F-550; NA with 68D Payload Downgrade Pkg. on F-350 SRW) 68 gallons (DRW - dual diesel tanks)
Drive Type	4x2 4x4
Available Engines	6.2L V8 (standard on F-350) 6.8L V10 (standard on XL/XLT F-450/F-550) 6.7L Power Stroke® V8 Turbo Diesel (standard on Lariat F-450/F-550; optional on all other models)
Horsepower	385 @ 5500 rpm (6.2L V8 under 10K GVWR; 316 @ 4179 rpm (6.2L V8 over 10K GVWR) 362 @ 4750 rpm (6.8L V10) 300 @ 2800 rpm (6.7L Power Stroke™ Turbo Diesel)
Torque	405 @ 4500 rpm (6.2L V8 under 10K GVWR); 397 @ 4179 rpm (6.2L V8 over 10K GVWR) 457 @ 3250 rpm (6.8L V10) 660 @ 1600 rpm (6.7L Power Stroke™ Turbo Diesel)
Transmission	TorqShift® 5-Speed SelectShift™ Automatic (standard with 6.8L V10) TorqShift® 6-Speed SelectShift™ Automatic (standard with 6.2L V8 and 6.7L Power Stroke™ Turbo Diesel)
Wheelbase	Regular Cab: 140.8" (60" CA); 164.8" (84" CA); 188.8" (108" CA); 200.8" (120" CA) SuperCab: 161.8" (60" CA); 185.8" (84" CA) Crew Cab: 176.2" (60" CA); 200.2" (84" CA)
Maximum Payload	12,666 lbs. (F-550 DRW 4x2)
Maximum GVWR	19,500 lbs. (F-550 DRW 4x4)
Warranty	Bumper to Bumper: 3 years / 36,000 miles Powertrain: 5 years / 60,000 miles Safety Restraint System: 5 years / 60,000 miles Corrosion (Perforation only): 5 years / Unlimited miles Roadside Assistance Program: 5 years / 60,000 miles

HOGHDPKG5500TS

Spares, Hog Head, SH5500 Thrushaft

<u>Part Number</u>	<u>Quantity</u>	<u>Description</u>
HD4025-200	10.00	Pin, Cotter, 3/32 x 2, Z
782-1108	2.00	Fuse, 10 AMP
782-1109	2.00	Fuse, 15 AMP
782-1110	2.00	Fuse, 20 AMP
SHBL-GR	1.00	Grease, Gadus, Blower, (Previo
SH-GR	2.00	Grease, Polyrex EM, Tube 14.1
HS-40K-5MM-11`6	1.00	Hose, 40K, 5mm X 10.5ft, No Co
HS-40K-7/8-22-C	1.00	Hose, 40K, 7/8 X 22ft, Covered
ST3LX25	1.00	Hydrant Wrench
MP4024-005	10.00	Nozzles, High cohesive, .005IN
MP4024-007	40.00	Nozzles, High Cohesive, .007IN
MP4024-009	40.00	Nozzles, High Cohesive, .009IN
MP4024-011	40.00	Nozzles, High Cohesive, .011IN
MP4024-013	20.00	Nozzles, High Cohesive, .013IN
MP4024-015	10.00	Nozzles, High Cohesive, .015IN
ORGANIZER	1.00	Organizer, Parts Box
MP4034	2.00	Plug Assembly Recessed Allen K
MP4024-000	4.00	Plug, High Cohesive 3/8IN
MP2752	5.00	Ring, Brass Backup
1128846	2.00	Screw, 6-32 x 2 Z
MP1008	10.00	Seal, Brass Button
MP1006FG-1	6.00	Seal felt gasket dirt .063 thi
MP2253	20.00	Seal, Swivel Shaft
BR1001	2.00	Seal, Upper Swivel Shaft
VP1006A	1.00	Shield, Dirt, Revision F, Thru
SH6008-P	2.00	Silicone Lube, Tube 6g
T-6452	1.00	Tool - Swivel Seal Removal
T-8810	1.00	Tool, Tap 3/8-24
283807ADL-VITON	1.00	Seal, 28 x 38 x 7mm
9396K113	3.00	O-Ring 2IN x 21/8 x 1/16 wid
50105-001	1.00	Tit Thru Shaft Swivel Hoghead
56022-001	1.00	Seal, *MOD*, 25x52x8mm
203800ADL	1.00	Seal, 20 x 38 x 5mm
315207 ADL	1.00	Seal, 31 x 52 x 7mm
30044-001	1.00	Weldment Tool Hoghead Assembl
30266-001	20.00	WASHER, BRASS, COMPRESSION, SW
32518	1.00	Lubricant, anti-seize 4 oz
30152-001	3.00	O-ring, Gland Nut (9396K103 in
3V30D	2.00	Camlock 3IN Female x Female T
3T2.5GFH	1.00	Fire Hose, 2.5 FNH x 2.5 MNPT,
3TSS28-3X2 1/2	1.00	Bushing, 3 x 2-1/2 SS
3635K6	1.00	Switch Metallic Object Prox.
31155-001	1.00	Wrench, 3/4 Size, Thru Shaft (

K-SH5500-SPARES
Pump Spares SH5500

<u>Part Number</u>	<u>Quantity Per Bill</u>	<u>Description</u>
FT78HPX5MM	1.00	Adapter 40K Male 7/8 to Male 5M
K27480	3.00	Bushing, #6 Stuffing Box
K53726	1.00	Cartridge AY, 40K Bypass
K53476	1.00	Cartridge, Shut-off
K27485	2.00	Disc, 50,000 PSI Burst Rupture
K26767-1M	10.00	Filter, Bag, #2, 20 Mic, 1 Bag
K27505-2	10.00	Filter, Cartridge, 1mic, Pleat
FT38HPX5MM	1.00	Fitting, 3/8IN HP x 5mm Type M
FT916HPX5MM	1.00	Fitting, 9/16 HP x 5mm Type M
FT916HPX78	1.00	Fitting, 9/16 HP x 7/8 Type M
FT916HPXGLDNUT	1.00	Fitting, 9/16IN Gland Nut
ORGANIZER	1.00	Organizer, Parts Box
K27503	3.00	O-Ring, 1/4 10 x 1/16
K26465	3.00	O-Ring, 2 1/8 x 1/8 (227-9)
K26523	3.00	O-Ring, Sleeve
K54117	3.00	Packing, #6, 40K
K53574	1.00	Plug, 40K Top Conn
FT916HPXPLUG	1.00	Plug, 9/16 High Pressure
K53562	1.00	Plunger, #6
K27538	2.00	Retaining Ring
K54144	3.00	Seal Kit, 40K Gen 11
K27537	2.00	Seal Ring (Black)
K53593	2.00	Seal Ring (White)
K54126	6.00	Seal AY Stuffing Box 4240 Gen
K54097	1.00	Sleeve, AY. Stuffing Box #6
K53496	1.00	Valve AY. 4240 Uni-valve
276006	1.00	Compound, Lapping, 600 Grit
39499	1.00	Compound, Lapping, 180 Grit
272807	1.00	Compound, Lapping, 280 Grit
K27486	2.00	Disc, 56K PSI, Burst, Rupture
K50890	1.00	Wrench, hex key 7/8IN

SV-SPARE SH5500
Spares, Vacuum, SH5500

<u>Part Number</u>	<u>Quantity</u>	<u>Description</u>
P-120818	1.00	Vacuum Filter
82994-001	10.00	Debris Bag