



**CITY OF SAN ANTONIO**  
**Finance Department, Purchasing Division**

FORMAL INVITATION FOR BID (“IFB”) NO.: 6100013548

PURCHASE OF MEDIUM AND HEAVY DUTY TRUCKS

Date Issued: JANUARY 27, 2021

**BIDS MUST BE RECEIVED NO LATER THAN:**  
**2:00 PM,CENTRAL TIME, FEBRUARY 12, 2021**

Bids may be submitted by any of the following means:

**Electronic submission through the Portal**

**\*Bid submissions will only be accepted electronically\***

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: None      DBE / ACDBE Requirements: None

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

Pre-Submittal Conference \* YES

\*A Pre-Bid Conference is scheduled, for FEBRUARY 3, 2021 at 10:00 a.m. Central Time. The Pre-Bid Conference will be held via WebEx meeting. Prospective Respondents may join the WebEx using the following instructions:

**WebEx Call-in: 1-415-655-0001**

**Meeting Number (Access Code): 177 328 8022**

**Meeting Password: #**

Staff Contact Person:

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

Email: [ld.mcgarity@sanantonio.gov](mailto:ld.mcgarity@sanantonio.gov)

Phone Number: 210-207-2078

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## 003 - INSTRUCTIONS FOR BIDDERS

### Submission of Bids.

#### **\*Bid submissions will only be accepted electronically\***

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 "**electronically**". 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.

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.

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 proposal is submitted. Respondent shall provide said catalog at the time of submission of its proposal. Manufacturers' catalogs may be submitted in any of the following formats: paper copy, flash drive, or CD ROM. Catalogs shall be mailed to the Finance Department, Purchasing Division, P.O. Box 839966, San Antonio, Texas 78283-3966 prior to bid opening. Bidder shall submit a PDF file for proposals 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 Finance Department - Purchasing Division.

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) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the IFB or bids from the time the IFB has been released until the contract is posted for consideration as a City Council agenda item during a meeting designated as an "A" session; and 2) City employees from the time the 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. Barbara Patton, who may be reached via telephone at (210) 207-3592 or through e-mail at [Barbara.Patton@sanantonio.gov](mailto:Barbara.Patton@sanantonio.gov). Bidders and/or their agents may contact Ms. Patton 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.

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

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

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

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

#### Changes to 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. Bids submitted electronically may be withdrawn electronically.

Bid Opening. Bids will be publicly read aloud online through WebEx at 2:30 p.m. central time on the day the bids are due.

Join by phone:

415-655-0001 US Toll

Meeting number (access code): 289 671 748

Meeting password: COSA

### 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 the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in §2-52 of the Code of Ethics, from having a direct or indirect financial

interest in any contract with City. An officer or employee has a “prohibited financial interest” in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

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

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

Unfair Advancement of Private Interests. Pricing and discounts contained in this contract are for use by City departments conducting City business. City employees may not use their positions to obtain special treatment or prices that are not available to the general public.

**State of Texas Conflict of Interest:**

Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under 176.006(a) of the statute.

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

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

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

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

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

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

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

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

## **CERTIFICATE OF INTERESTED PARTIES (FORM 1295)**

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

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

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

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

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

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

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

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

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

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

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

## 004 - SPECIFICATIONS / SCOPE OF SERVICES

**4.1 SCOPE:** The City of San Antonio is soliciting bids to provide the following medium and heavy duty trucks:

- **Item 1 (4) 60K GVWR 5th Wheel Tractor Truck**
- **Item 2 (3) 60K GVWR 5th Wheel Tractor Truck – with In-Cab Controls**
- **Item 3 (1) Pre-Mix Mastic Seal Applicator Truck**
- **Item 4 (2) Split Fuel Tank and Lube Truck**

These trucks will be utilized by the Public Works Department. These trucks are used for street maintenance, stormwater culvert clean out, and off-road vehicle support.

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

**4.2.1** Equipment shall be manufacturer's latest design, standard production model and shall have been manufactured within the last 12 months from the date of delivery to City. 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. All equipment will conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, subassemblies and component parts to be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid.

**4.2.2** Equipment must include the maximum standard manufacturer's warranty on all components, with parts and service included. All components, parts and service shall include, as a minimum, a one year warranty. All warranty times shall start the date the vehicle is placed in service as determined by the City, not on the delivery date. The dealer will be notified by letter of the in-service date of each vehicle by serial number. Bidder shall fully explain the warranty by attaching separate, authenticated correspondence or entering such information in the remarks section of this bid. Warranty, reliability, and replacement captive parts costs and availability shall be a consideration in award of this bid. Warranty parts and service must be available within 50 mile radius of San Antonio City Hall from and by a factory-authorized dealer (NO EXCEPTIONS ). In the event that a unit purchased from a vendor requires transportation outside of Bexar County for a repair covered under warranty, that vendor shall be responsible for paying for all cost associated with the transportation to and from the warranty repair facility. If the vendor chooses to travel to inspect the unit to determine if the repair needed is covered under warranty, all expenses shall be paid for by the vendor. All warranty repairs must be completed within three (3) business days from the date equipment is delivered to the vendor unless otherwise approved by the appropriate City of San Antonio BESD Fleet Operations Manager or designate. Bidders must certify that all repairs needed after the warranty period will be available within 50 mile radius of San Antonio City Hall.

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

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

Delivery to a non-specified location will result in non-acceptance of the equipment by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS. Vehicles will be accepted 8:00 A.M. to 3:00 P.M. CST. Class 3 dual rear wheel trucks through class 8 may be allowed up to 2500 miles on the vehicle odometer. All vehicles are required to have a full tank(s) when delivered to City specified location.

- 4.2.4 Literature and Equipment Manuals** – The supplier shall furnish (2) complete sets per vehicle type, of the following: Parts Manual, Maintenance Manual, Service Manual, and Operators Manual, or (4) USB drives, or on-line access to said items. The supplier shall furnish (2) complete sets of detailed literature and specifications of each vehicle type upon contract award.
- 4.2.5 TRAINING** – The City may require operational and maintenance training for equipment. If so, training shall be provided by a qualified instructor and conducted at a designated City facility. The City will not pay any cost incurred by the successful bidder in providing training. Training shall be provided no later than 30 days after the City takes delivery and accepts the new equipment at the specified City facility. Unless otherwise specified, training shall consist of a minimum (1) eight hour day. Payment for new equipment will not be made to successful bidder until training is completed. Operator training shall be coordinated with Fleet Operations staff. For equipment requiring more complex operation the City may require job site operational training that could last multiple days to assure proper machine operation.
- 4.2.6 DEMONSTRATIONS** – The City may request, from selected vendors, a demonstration of proposed equipment. The City is under no obligation to demo all products proposed by vendors. If a demonstration is required, the City's Fleet Operations Manager will contact the vendor to schedule the product demonstration. This request will be considered an integral part of the bid process. Failure to comply may result in the bid being deemed nonresponsive, and therefore, not considered for award. Upon request, the vendor shall have a minimum of five (5) working days to provide and deliver the equipment to a location specified by City for the demonstration. The vendor shall make the equipment available for a minimum of five (5) working days at City's location, but not to exceed ten (10) working days.
- 4.2.7 EVALUATION** – In the event that a demonstration is required, the equipment will be evaluated to determine if the unit meets the minimum bid specifications at the City's discretion.
- 4.2.8** All prices will be quoted F.O.B., designated City of San Antonio facility. All bids should include complete manufacturer's specifications for each model being bid.
- 4.2.9** Units shall be equipped with OEM, or equal, warning and shut down systems for low oil pressure and or high coolant temperature at a minimum. This requirement applies to all bid line items.
- 4.2.10** Vehicles shall be delivered with dealer temporary license plates/tags, invoice with reference to the purchase order, State of Texas Vehicle Inspection Report in the glove box, Manufacturer's Statement of Origin, vehicle weight slips, Incomplete Vehicle Certificates, and completed TX DMV form 130-U. Omission of any of these items shall delay payment and acceptance. **Vehicles supplied with GVWR of 11,000 lbs. or less must include registration fees in final bid price; and coordinate exempt license plate application and registration with Building & Equipment prior to submission to the State of Texas and/or local tax assessor collector office.**
- 4.2.11** All bodies and components in this bid will be installed in accordance with the appropriate complete Vehicle Data Manual. Certification of compliance will be posted on the left door post of the vehicle. Except for manufacturer's data plates (maximum 4" x 6"), vendor or manufacturer's identifying markings (decals and plates) will not be applied to the vehicle or mounted components. Installation will be completed in compliance with Federal Motor Vehicle Department of Transportation Standards and Texas State Highway requirements. Installation of body and accessories on City furnished vehicles will be accomplished by drilling holes in the frame. Welding on or cutting of frame is not authorized forward of the rear spring hanger or support. Bidders will be responsible for the relocation of any truck components to facilitate installation of the body and equipment. Such relocation must be included as part of the basic bid. No dealership nameplates, markings or decals will be permitted on the vehicles.
- 4.2.12** All vehicles shall have a minimum three (3) sets of keys.
- 4.2.13** All vehicles are to be equipped at the factory with air conditioning/Heater/defroster, (Maximum capacity cooling system offered by manufacturer), full headliner minimum OEM AM/FM radio, power steering, power ABS brakes, power mirrors, manual tilt steering wheel and power windows and door locks. Each unit shall have a minimum three (3) sets of keys. Convenience Features: Vehicle shall be equipped with adjustable seats; intermittent wipers, cruise control. All lighting shall be LED where available.
- 4.2.14** All units shall be equipped with safety equipment as required by the Federal Government. All units shall **MEET ALL SAFETY STANDARDS AND REQUIREMENTS.**

**4.2.15** Any diesel engine being bid must conform to latest NOx EPA and GHG emission standard in effect at the time of offer. Vendor must supply a copy of the latest Emissions Certificate of Conformity for the vehicles bid. Only engines using selective catalytic reduction (SCR) technology will be accepted.

**4.2.16** All vehicles provided shall be equipped with OEM tinted glass.

**4.2.17** Exterior and Interior Color: Unless otherwise specified, each vehicle shall have a white exterior body color. Unless otherwise specified, interior coloring shall be grey.

**4.2.18 SILENCE OR ERROR OF SPECIFICATIONS:** The apparent omission or error of specification as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practice is to prevail and only the material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the awarded respondent.

<b>4.3</b>	<b>ITEM</b>	<b>QUANTITY</b>	<b>DESCRIPTION</b>	
		<b>1</b>	<b>4</b>	<b>60K GVWR 5th Wheel Tractor Truck</b>
<b>4.3.1</b>	<b>ENGINE</b>	– Diesel powered, minimum 12 liter water cooled engine producing a minimum 500 HP rated at manufacturer’s RPM. Engine will have automatic shutdown feature enabled after 5-minutes of idle time.		
<b>4.3.2</b>	<b>GVWR</b>	- Minimum 60,000 lbs.		
<b>4.3.3</b>	<b>TRANSMISSION/DRIVE</b>	- Eaton Fuller Manual; or proven equal. Minimum 10 speed transmission that is capable of producing a minimum of 1750 ft. lb. of gross torque and should be at +/- 70% of engine ground RMP. Nominal torque rise minimum 25%, with viscous or electromagnetic fan clutch. Road speed electronically governed to 68 MPH + / - 2 MPH.		
<b>4.3.4</b>	<b>FRONT AXLE</b>	- Minimum 14,600 lbs. capacity with 14,600 lbs. spring with Stemco front wheel bearing oiler or proven equal for maintenance free axle.		
<b>4.3.5</b>	<b>REAR AXLE</b>	-Tandem axle configuration- 6x4 design. Single speed tandem drive, minimum 46,000 lbs. capacity. Gear ratio installed must be capable of 70 +/- 5 mph geared road speed at full engine governed RPM. Driver controlled differential locks on both rear axles.		
<b>4.3.6</b>	<b>SUSPENSION</b>	- Equipped with manufacturer’s heavy duty air-ride or spring suspension applicable to axle ratings and overall gross vehicle weight.		
<b>4.3.7</b>	<b>TIRES &amp; WHEELS</b>	- Wheels to be 10-hole hub piloted steel disk wheel, minimum 315/80R22.5, steel belted tubeless radials, minimum load range G tires, on/off highway tread design. Front wheels to be highway tread design. Real dual wheel application to be 11R22.5 self-cleaning, lug design. All wheels to be equipped with fluorescent loose lug indicators.		
<b>4.3.8</b>	<b>BRAKES</b>	- Trucks shall be supplied with air disc brakes on steer and drive axles.		
<b>4.3.9</b>	<b>STEERING</b>	- Integral power steering		
<b>4.3.10</b>	<b>FUEL SYSTEM</b>	- Single left or right hand metal tank mounted under cab or dual left and right hand step tanks mounted under cab. Minimum to fuel capacity to be 70 gallons. Fuel filtration to include primary and secondary filtering systems with automatic water separator. Diesel Exhaust Fluid (DEF) tank shall have a 10 gallon capacity with in dash DEF gauge.		
<b>4.3.11</b>	<b>EXHAUST SYSTEM</b>	- Vertical tailpipe, heat guard, and turn out, mounted to allow full utilization of specified cab-to-trunnion length		
<b>4.3.12</b>	<b>ELECTRICAL</b>	- Units to be equipped with three (3) minimum 12-volt, heavy duty batteries (total 2100 CCA).		
<b>4.3.13</b>	<b>CAB</b>	- Air suspension cab with, tilt hood, cab grab handles, and manufacturer’s standard AM/FM radio. Convex mirrors installed on both front fenders to provide view of obstacles on right side of truck from front bumper to rear wheels. Driver seat to be air ride, high back bucket type. Passenger seating to be bench seat.		

**4.3.14 UNIT TO BE EQUIPPED WITH THE FOLLOWING:**

- 4.3.14.1 Minimum one (1) electrical and one (1) air horns.
- 4.3.14.2 Turn indicators, front and rear, stop and taillights.
- 4.3.14.3 Tachometer
- 4.3.14.4 Water Temperature, Oil Pressure, and volt/amp gauges
- 4.3.14.5 Adjustable steering column
- 4.3.14.6 Power Port/ USB charging port
- 4.3.14.7 DOT reflectors flare kit
- 4.3.14.8 5 lb. Fire extinguisher mounted in cab not obstructing operator's field of vision or operation of vehicle.
- 4.3.14.9 Fixed interval wiper control with windshield washer
- 4.3.14.10 Minimum four (4) factory installed up-fitter switches.

**4.3.15 TOW HOOKS** - Two front tow hooks installed on frame and strengthened sufficiently to lift, pull, and tow truck without damaging bumper or other body parts. A wire rope, minimum 1" inch in diameter, shall be provided and fastened to both tow hooks to attach tow equipment.

**4.3.16 CLUTCH** - Minimum 15.5", 2 plate, heavy duty ceramic faced. Release bearing to have an Zerk extension hose.

**4.3.17 ACCESSORIES** - Tractor air brake system and 7-line trailer connector. Two (2) high intensity strobe lights to be installed, two (2) in the front. All LED strobe lights will operate automatically whenever ignition switch is on, and also from OEM dash mounted toggle switch with no key in ignition. A catwalk and access steps constructed of expanded metal grating or perforated metal to provide a non-slip surface. Aluminum will be acceptable unfinished. Provided and installed between the truck frame rails behind the cab and to extend all the way to the fifth wheel slide, to provide the operator a place to stand while making hydraulic, electrical, and pneumatic connections. Catwalk will be mounted as to not contact trailer while traversing uneven terrain. Vehicle shall have full coverage split rear steel fenders covering all wheels as to not contact trailer. Battery disconnect switch will be in installed in cab.

**4.3.18 FIFTH WHEEL** - Unit to be a non-tilt convertible fifth wheel design Holland FW 35, 36" air slide or proven equal. Fifth wheel to extend above rear fenders as to not cause trailer contacting fender under operations in uneven terrain.

**4.3.19 WET KIT** - Prior to delivery of unit to the City, vendor will reach out to end user department and identify the necessary connections for the trailer being utilized. A hot shift PTO mounted and a direct mount pump will be installed on the truck transmission which produces 50-90% of engine RPM. A metal hydraulic reservoir to be mounted behind cab and be a minimum of 70 gallon capacity. Hydraulic controls to be mounted inside truck cab readily accessible to the driver. All valves and fittings required to make wet kit and trailer completely operational to include one female quick coupler and one make quick coupler. Quick connect couplings to be located in a protected area near the front bumper. Couplings will not be mounted to the bumper. Equipped with glad-hands suitable truck. Female coupling 1/2" Milton M Type or approved equal to air tanks. Wet kit to be filled to capacity with SAE 10 Hydraulic oil.

**4.3.20 SAFTEY** - Amber LED clearance lights shall be mounted on top of cab and wired to a toggle switch inside of the cab.

**4.3.21 MISCELLANEOUS** - This bid item will be replacing (4) 2013 Mack CXU613 tractor trucks. The Public Works Department is replacing #111113, #168213, #174413, and #174613 for aggregate material hauling and storm water channel debris removal.

4.4	ITEM	QUANTITY	DESCRIPTION	
		2	3	60K GVWR 5th Wheel Tractor Truck – with In Cab Controls
4.4.1	ENGINE	– Diesel powered, minimum 12 liter water cooled engine producing a minimum 500 HP rated at manufacturer's RPM. Engine will have automatic shutdown feature enabled after 5-minutes of idle time.		
4.4.2	GVWR	- Minimum 60,000 lbs.		

- 4.4.3 TRANSMISSION/DRIVE** - Eaton Fuller Manual; or proven equal. Minimum 10 speed transmission that is capable of producing a minimum of 1750 ft. lb. of gross torque and should be at +/- 70% of engine ground RMP. Nominal torque rise minimum 25%, with viscous or electromagnetic fan clutch. Road speed electronically governed to 68 MPH + / - 2 MPH.
- 4.4.4 FRONT AXLE** - Minimum 14,600 lbs. capacity with 14,600 lbs. spring with Stemco front wheel bearing oiler or proven equal for maintenance free axle.
- 4.4.5 REAR AXLE** -Tandem axle configuration- 6x4 design. Single speed tandem drive, minimum 46,000 lbs. capacity. Gear ratio installed must be capable of 70 +/- 5 mph geared road speed at full engine governed RPM. Driver controlled differential locks on both rear axles.
- 4.4.6 SUSPENSION** - Equipped with manufacturer's heavy duty air-ride or spring suspension applicable to axle ratings and overall gross vehicle weight.
- 4.4.7 TIRES & WHEELS** - Wheels to be 10-hole hub piloted steel disk wheel, minimum 315/80R22.5, steel belted tubeless radials, minimum load range G tires, on/off highway tread design. Front wheels to be highway tread design. Real dual wheel application to be 11R22.5 self-cleaning, lug design. All wheels to be equipped with fluorescent loose lug indicators.
- 4.4.8 BRAKES** - Trucks shall be supplied with air disc brakes on steer and drive axles.
- 4.4.9 STEERING** - Integral power steering
- 4.4.10 FUEL SYSTEM** - Single left or right hand metal tank mounted under cab or dual left and right hand step tanks mounted under cab. Minimum to fuel capacity to be 70 gallons. Fuel filtration to include primary and secondary filtering systems with automatic water separator. Diesel Exhaust Fluid (DEF) tank shall have a 10 gallon capacity with in dash DEF gauge.
- 4.4.11 EXHAUST SYSTEM** - Vertical tailpipe, heat guard, and turn out, mounted to allow full utilization of specified cab-to-trunnion length
- 4.4.12 ELECTRICAL** - Units to be equipped with three (3) minimum 12-volt, heavy duty batteries (total 2100 CCA).
- 4.4.13 CAB** - Air suspension cab with, tilt hood, cab grab handles, and manufacturer's standard AM/FM radio. Convex mirrors installed on both front fenders to provide view of obstacles on right side of truck from front bumper to rear wheels. Driver seat to be air ride, high back bucket type. Passenger seating to be bench seat.
- 4.4.14 UNIT TO BE EQUIPPED WITH THE FOLLOWING:**
- 4.4.14.1** Minimum one (1) electrical and one (1) air horns.
  - 4.4.14.2** Turn indicators, front and rear, stop and taillights.
  - 4.4.14.3** Tachometer
  - 4.4.14.4** Water Temperature, Oil Pressure, and volt/amp gauges
  - 4.4.14.5** Adjustable steering column
  - 4.4.14.6** Power Port/ USB charging port
  - 4.4.14.7** DOT reflectors flare kit
  - 4.4.14.8** 5 lb. Fire extinguisher mounted in cab not obstructing operator's field of vision or operation of vehicle.
  - 4.4.14.9** Fixed interval wiper control with windshield washer
  - 4.4.14.10** Minimum four (4) factory installed up-fitter switches.
- 4.4.15 TOW HOOKS** - Two front tow hooks installed on frame and strengthened sufficiently to lift, pull, and tow truck without damaging bumper or other body parts. A wire rope, minimum 1" inch in diameter, shall be provided and fastened to both tow hooks to attach tow equipment.
- 4.4.16 CLUTCH** - Minimum 15.5", 2 plate, heavy duty ceramic faced. Release bearing to have an Zerk extension hose.
- 4.4.17 ACCESSORIES** - Tractor air brake system and 7-line trailer connector. Two (2) high intensity strobe lights to be installed, two (2) in the front. All LED strobe lights will operate automatically whenever ignition switch is on, and also from OEM dash mounted toggle switch with no key in ignition. A catwalk and access steps constructed of expanded metal grating or perforated metal to provide a non-slip surface. Aluminum will be acceptable unfinished. Provided and installed between the truck frame rails behind the cab and to extend all the way to the fifth wheel



**4.5.10 BRAKES** - Full air disc brake with dust shields and ABS brake control system. Brakes to be the minimum OEM size offered of disc brakes front and rear to meet or exceed Federal brake requirements. Air disc brake internal adjuster's front and rear. Minimum 15.9 CFM compressor, Bendix AD-IS air dryer or equal, with automatic drain valves on all tanks. It is preferred the air tanks be grouped together, easily accessible to an operator standing at the side of the truck. If not possible, air tank drains shall be plumbed to the manifold system where drain valves are at one location, easily accessible to an operator standing at the side of the truck. Spring set parking brakes on the rear axle are to be equipped. Female coupling ½" Milton M Type or proven to air tanks.

**4.5.11 FUEL SYSTEM** - Minimum total fuel capacity shall be 70 gallons. Fuel filtration to include primary and secondary filtering systems with automatic water separator. Truck shall be equipped with a DEF system. **Truck will be delivered with full fuel and DEF tanks.**

**4.5.12 COLOR** - OEM white.

**4.5.13 CAB** - Standard cab with running boards, tilt hood and fenders, cab grab handles, and manufacturer's standard AM/FM radio. Power windows, power doors, power mirrors. Doors to have armrests. Units to be factory equipped with installed OEM air conditioner, heater, defroster units, insulated cab headliner, standard left and right side sun visor, left and right outside manual mirrors, West Coast type, single piece, minimum 7-inches x 16-inches painted, split focus type (flat area, adjustable convex), spring loaded, retractable, heavy duty mirrors. Parabolic mirror installed on right front fender to provide view of obstacles on right side of tractor from front bumper to rear wheels. Driver seat to be bucket type, National Cush-n-Aire or equal. Passenger seat to be non-suspension bench seat to seat two. A back-up camera with dash monitor and exterior audible back up alarm shall be provided.

**4.5.14 EXHAUST SYSTEM** - Stainless steel, vertical exhaust components must not effect the clear cab to trunnion dimension.

**4.5.15 COOLANT SYSTEM** - Largest capacity radiator available.

**4.5.16 UNIT TO BE EQUIPPED WITH THE FOLLOWING ADDITIONAL EQUIPMENT:**

- 4.5.16.1** Minimum one (1) electrical and one (1) air horns.
- 4.5.16.2** Integral power steering
- 4.5.16.3** Adjustable steering column
- 4.5.16.4** Water temperature, oil pressure, tachometer and volt or amp gauges.
- 4.5.16.5** 5lb ABC fire extinguisher
- 4.5.16.6** Turn Indicators, front and rear, stop and taillights

**4.5.17 CHASSIS** - Any brand chassis is acceptable that meets these requirements.

**4.5.18 FRICTIONAL MASTIC SEAL APPLICATOR SPECIFICATIONS:**

**4.5.18.1 MASTIC SEAL TANK** - A minimum 3,000-gallon cylindrical shaped tank for mastic sealer is required. Unit to have an agitation or mixing system to maintain material consistency during transit, pumping, and spreading operations, regardless of engine speed. Tank shall be bright orange in color.

**4.5.18.2 WATER TANK** - 300-gallon tank for water shall be supplied, with a high-pressure power washer.

**4.5.18.3 SPREADER BOX** - Unit to be equipped with a slurry seal spreader box, expandable up to a minimum of 12ft, for the application of Onyx or equivalent material. An expandable spray bar with spray nozzles shall not be substituted for a spreader box. The spreader box shall have either a squeegee or brush to smooth the material application.

**4.5.18.4 STANDING PLATFORM** - Applicator shall be equipped with an enclosed rear operator deck with access to the mastic seal tank.

**4.5.18.5 MATERIAL DELIVERY SYSTEM** - Material shall be dispensed through a gravity fed system to reduce historical maintenance costs from pump and clogged nozzles on spray bar delivery systems.

**4.5.18.6 APPLICATOR BODY** - A Bergkamp MAxxG mastic seal body is specified. An equivalent alternate pre-mix mastic seal applicator is acceptable with proven performance at an on-site demonstration within 10 business days of bid closing. The City of San Antonio Public Works department shall provide the Onyx

for the slurry. The demonstration shall require bidder presence up 6 hours for the on-site sealing demonstration on a city road.

**4.5.19 MISCELLANEOUS:** This truck shall replace Unit#1099 that is used by the Public Works Department.

- | 4.6           | ITEM  | QUANTITY | DESCRIPTION                           |
|---------------|---|----------|---------------------------------------|
|               | 4   | 2        | <b>Split Fuel Tank and Lube Truck</b> |
| <b>4.6.1</b>  | <b>ENGINE:</b> Minimum 300 HP and minimum 800 ft.lb. torque. Engines to be equipped with automatic shut down control on high water temperature and low oil pressure. Maximum road speed to be electronically limited to 68 MPH +/- 5 MPH. Cruise control shall not be activated.  |          |                                       |
| <b>4.6.2</b>  | <b>TRANSMISSION/PTO:</b> Automatic transmission with PTO provision, Allison 3000RDS or equivalent. PTO shall be a minimum 700 RPM.  |          |                                       |
| <b>4.6.3</b>  | <b>GVWR</b> - Minimum 33,000 lbs.   |          |                                       |
| <b>4.6.4</b>  | <b>AXLES</b> - Front axle rating shall be a minimum of 12,000 lbs. Rear axle rating shall be a minimum of 21,000 lbs. Total gross vehicle weight shall be a minimum of 33,000 lbs.  |          |                                       |
| <b>4.6.5</b>  | <b>SUSPENSION</b> - Equipped with manufacturer's heavy duty air-ride or spring suspension applicable to axle ratings and overall gross vehicle weight.  |          |                                       |
| <b>4.6.6</b>  | <b>DIMENSIONS</b> - Truck dimensions are approximate minimums.  |          |                                       |
|               | <b>4.6.6.1 WHEELBASE:</b> Minimum 187" inches.  |          |                                       |
|               | <b>4.6.6.2</b> 80" inch rear frame overhang.  |          |                                       |
|               | <b>4.6.6.3</b> Frame overhang range is 70" inches to 80" inches.  |          |                                       |
|               | <b>4.6.6.4 CAB TO AXLE:</b> Minimum 120" inches.  |          |                                       |
|               | <b>4.6.6.5 MINIMUM FRAME LENGTH</b> - 300" inches.  |          |                                       |
|               | <b>4.6.6.6 MININIM DECK PLATE:</b> 120" inches.   |          |                                       |
| <b>4.6.7</b>  | <b>ELECTRICAL</b> - Units to be equipped with minimum two (2) 12-volt, heavy duty batteries (total 2000 CCA).   |          |                                       |
| <b>4.6.8</b>  | <b>WHEELS &amp; TIRES</b> - Front wheels to be 10-hole hub piloted, steel disk wheels, 315/80, steel belted tubeless radials. Front wheels to be highway tread design. Real dual wheel application to be 11R22.5 self-cleaning, lug design. Florescent loose lug indicators on front and back that is the highest temperature rated.  |          |                                       |
| <b>4.6.9</b>  | <b>BRAKES</b> - Full air disc brake with dust shields and ABS brake control system. Brakes to be the minimum OEM size offered of disc brakes front and rear to meet or exceed Federal brake requirements. Air disc brake internal adjuster's front and rear.  |          |                                       |
| <b>4.6.10</b> | <b>FUEL SYSTEM</b> - Minimum total fuel capacity shall be 40 gallons. Fuel filtration to include primary and secondary filtering systems with automatic water separator. Truck shall be equipped with a DEF system. Truck will be delivered with full fuel and DEF tanks.   |          |                                       |
| <b>4.6.11</b> | <b>COLOR</b> - OEM white.   |          |                                       |
| <b>4.6.12</b> | <b>CAB</b> - Standard cab with running boards, tilt hood and fenders, cab grab handles, and manufacturer's standard AM/FM radio. Power windows, power doors, power mirrors. Doors to have armrests. Units to be factory equipped with installed OEM air conditioner, heater, defroster units, insulated cab headliner, standard left and right side sun visor, left and right outside manual mirrors, West Coast type, single piece, minimum 7-inches x 16-inches painted, split focus type (flat area, adjustable convex), spring loaded, retractable, heavy duty mirrors. Parabolic mirror installed on right front fender to provide view of obstacles on right side of tractor from front bumper to rear wheels. Driver seat to be bucket type, National Cush-n-Aire or equal. Passenger seat to be non-suspension bench seat to seat two. A back-up camera with dash monitor and exterior audible back up alarm shall be provided. |          |                                       |
| <b>4.6.13</b> | <b>UNIT TO BE EQUIPPED WITH THE FOLLOWING:</b>  |          |                                       |
|               | <b>4.6.13.1</b> Minimum one (1) electrical and one (1) air horns.   |          |                                       |

- 4.6.13.2 Turn indicators, front and rear, stop and taillights.
- 4.6.13.4 Tachometer
- 4.6.13.5 Water Temperature, Oil Pressure, and volt/amp gauges
- 4.6.13.6 Adjustable steering column
- 4.6.13.7 Power Port/ USB charging port
- 4.6.13.8 DOT reflectors flare kit
- 4.6.13.9 2 1/2 lb. DOT Certified A,B,&C fire extinguisher to be mounted in cab with proper identifying markings on the outside of the cab notating "Fire Extinguisher Inside."
- 4.6.13.10 Fixed interval wiper control with windshield washer
- 4.6.13.11 Minimum four (4) factory installed up-fitter switches.
- 4.6.13.12 One (1) HAZMAT spill kit (JJ Keller Product 731-R or equal) to include:

- 4.6.13.12.1 (4) 3" x4" hazmat absorbent socks;
- 4.6.13.12.2 (6) 16"x20" medium weight absorbent pads;
- 4.6.13.12.3 (1) temporary disposal bag;
- 4.6.13.12.4 (1) pair clear goggles with perforated venting;
- 4.6.13.12.5 (1) pair nitrile gloves;
- 4.6.13.12.6 (1) 5-gallon white, snap-lid pail UN certified 1H2/200S; and
- 4.6.13.12.7 (1) Emergency Response Guidebook.

**4.6.14 TOW HOOKS** - Two front tow hooks installed on frame and strengthened sufficiently to lift, pull, and tow truck without damaging bumper or other body parts.

**4.6.15 LIGHTING & ACCESSORIES** – All necessary clearance lights, marker lights, reflectors, and mud flaps (plain black). Four (4) high intensity corner strobe lights (Whelen ION surface mount amber/blue, 4" LED light or proven equal) shall be installed: two (2) in the front grill and two (2) flush mounted on the rear of the vehicle. A minimum 17" LED Mini Bar strobe light will be mounted on top of the body at rear (Sho-Me LED magnetic mount mini light bar, amber/blue, 11.1200.AB8, or proven equivalent). Light should be able to operate when ignition switch is on, and also from the OEM dash mounted toggle switch. No lighting should stay on when the key is removed from the ignition.

**4.6.16 SPLIT FUEL TANK FUEL LUBE BODY:**

**4.6.16.1 FUEL TANK** - A 1,000-gallon fuel tank shall have a 3/16" carbon steel shell, that is complete with rollover protection. Tank shall have two compartments: (1) 700-gallon fuel compartment with a 16" vented lockable manway, and (1) 300-gallon fuel compartment equipped with a 10" vented lockable manway. Both compartments shall have dished and flanged tank heads. Equipped with a spring rewind 100' ft of 1" diameter hose and hydraulically driven fuel pump for each compartment; or a 50' ft of 1" diameter hose with a quick connect 50' ft of 1" extension hose for a total hose length to 100' ft of 1" diameter hose.

**4.6.16.2 PRODUCT TANKS** - Three (3) product tanks shall be provided:

**4.6.16.2.1** Two (2) 120-gallon product tanks shall be equipped with site glasses to view content level. Product tanks shall be equipped with 2" inch vented caps. Equipped with a spring rewind hose reel of 50' ft. 3/8" inch hose.

**4.6.16.2.2** One (1) 60-gallon tank shall be equipped with site glasses to view content level. Product tank shall be equipped with a 2" vented cap. Equipped with a spring rewind hose reel of 50' ft. 3/8" inch hose.

**4.6.16.2.3** The fourth product tank of standard build fuel lube trucks shall be deleted for extra storage. This truck does not perform fuel filter or lube changes, so this area tank shall be deleted.

**4.6.16.3 DEF TANK** - (1) 120 Gallon DEF tank equipped with site glasses and 2" vented cap. Equipped with a spring rewind hose reel of 50' ft of 1" inch hose. A 1:1 diaphragm pump for suction and discharge is required. Tank shall be labeled "DEF Tank"

**4.6.16.4 ANTI-FREEZE** - (1) 60 Gallon water/anti-freeze tank equipped with site glasses and 2" vented cap. Equipped with a spring rewind hose reel of 50' ft of 3/8" inch hose. Tank shall be labeled "Anti-Freeze Tank".

- 4.6.16.5 GREASE** - (1) 120 lbs. grease station equipped with tie-down kit, and 50:1 Fireball or proven equal pump and spring rewind hose reel of 50' ft of 3/8 inch hose. Tank shall be labeled "Grease Tank".
- 4.6.16.6 SHUTOFF & METERS** – Each tank shall be equipped with a cut-off valve at tank for emergency shut off. All tanks shall have electric meters.
- 4.6.16.7 AIRCOMPRESSOR** – Body shall be equipped with an Ingersoll Rand, or equivalent, 29CFM hydraulically driven compressor.
- 4.6.16.8 REAR DOOR & CABINET**– Rear reel cabinet shall have a roll up door that locks. The hoses shall all dispense from the rear cabinet of vehicle.
- 4.6.16.9 STORAGE** – Vehicle shall be equipped with two (2) 48" Under deck toolbox storage cabinets equipped with interior lighting and lockable doors. Vehicle shall be equipped with two (2) fender storage cabinets equipped with interior lighting and lockable doors. Vehicle shall be supplied with two (2) On deck storage cabinets equipped with interior lighting and lockable doors.
- 4.6.16.10 WORK LIGHTS** – Vehicle shall be supplied with six (6) 50-Watt LED work lights to be evenly spaced at sides and rear, per manufacturer's body design.
- 4.6.17 MISCELLANEOUS:** These trucks shall replace Units #079512 and #079612 that is used by the Public Works Department.

**005 - SUPPLEMENTAL TERMS & CONDITIONS**

Original Contract Term.

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

Liquidated Damages for Delay:

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

Force Majeure.

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

Insurance.

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

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

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

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

c. Personal/Advertising Injury d. Contractual Liability	
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined <u>S</u> ingle <u>L</u> imit for <u>B</u> odily <u>I</u> njury and <u>P</u> roperty <u>D</u> amage of \$1,000,000 per occurrence

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Incorporation of Attachments.

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

Attachment A – Price Schedule

Attachment B – City of San Antonio Local Preference Program Forms

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

## 006 - GENERAL TERMS & CONDITIONS

Electronic 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.

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

**accounts.payable@sanantonio.gov**

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

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

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

Information Required On Invoice.

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

Payment by City.

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

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

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

**NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT.** NOTWITHSTANDING THE FORGOING, 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. Notwithstanding anything stated to the contrary in Section 006 – General Terms & Conditions, 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 must be in writing and conform to the requirements of City Ordinance 2011-12-08-1014, as hereafter amended.

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 be made by the Director.

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

## Termination.

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

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

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

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

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

## INDEMNIFICATION.

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

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

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

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter,

book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

#### Records Retention.

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

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

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

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

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

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

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

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

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in

writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

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

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

As a party to this contract, Vendor understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

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

Prohibition on Contracts with Companies Boycotting Israel

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

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

This section only applies to a contract that:

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

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

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

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

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

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, 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), addendums, attachments, purchase orders, and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the 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, 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.

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:  
Bidder Information:

Please Print or Type:

Vendor ID No.: V1001210

Signer's Name: WES GONZALEZ

Name of Business: KYRISH TRUCK CENTERS

Street Address: 1380 ACKERMAN ROAD

City, State, Zip Code: SAN ANTONIO, TX 78219

Email Address: WGONZALEZ@KYRISHTRUCKS.COM

Telephone No.: 210-661-8371

Fax No.: 210-661-0226

City's Solicitation No.: 6100013548

*Wes Gonzalez*  
\_\_\_\_\_  
Signature of Person Authorized to Sign Bid

## 008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

Director – the Director of City’s Finance Department - Purchasing Division, 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**

**Attachment A:**

**PRICE SCHEDULE**

**Local Preference Program (LPP) Ordinance**

In accordance with Chapter 271, Texas Local Government Code, the City adopted a policy, known as the Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII.

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.

All bidders are required to complete and submit the Local Preference Identification form, regardless of the location of their business.

**ITEM PRICING**

<b>ITEM</b>	<b>QUANTITY</b>	<b>DESCRIPTION</b>
<b>1</b>	<b>4</b>	<b>60K GVWR 5th Wheel Tractor Truck</b>

PRICE EACH: \$ 109,500.00

TOTAL: \$ 438,000.00

YEAR, MAKE & MODEL OFFERED:

2021 HV613 SBA

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

INTERNATIONAL A26 500 HP DIESEL POWERED ENGINE

TRANSMISSION OFFERED:

EATON FULLER FRO-17210C 10 SPEED MANUAL

WARRANTY:

SEE ATTACHMENTS

WARRANTY SERVICE PROVIDER FACILITY NAME:

KYRISH TRUCK CENTERS

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

1380 ACKERMAN ROAD

SAN ANTONIO, TX 78219

DELIVERY WILL BE MADE WITHIN 275 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: 10/31/2021

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 7/15/2021

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

ITEM	QUANTITY	DESCRIPTION
2	3	60K GVWR 5th Wheel Tractor Truck – with In Cab Controls

PRICE EACH: \$ 110,250.00

TOTAL: \$ 330,750.00

YEAR, MAKE & MODEL TRUCK OF OFFERED:

2021 INTERNATIONAL HV613 SBA

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

INTERNATIONAL A26 500HP

TRANSMISSION OFFERED:

EATON FULLER FRO-17210C 10 SPEED MANUAL

WARRANTY:

SEE ATTACHMENTS

WARRANTY SERVICE PROVIDER FACILITY NAME:

KYRISH TRUCK CENTERS

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

1380 ACKERMAN ROAD

SAN ANTONIO, TX 78219

DELIVERY WILL BE MADE WITHIN 230 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: 10/31/2021

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 7/15/2021

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

ITEM	QUANTITY	DESCRIPTION
3	1	Pre-Mix Mastic Seal Applicator

PRICE EACH: \$ 254,600.00 \_\_\_\_\_

TOTAL: \$ 254,600.00 \_\_\_\_\_

YEAR, MAKE & MODEL OFFERED:

2021 INTERNATIONAL HV613 SBA \_\_\_\_\_

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

INTERNATIONAL A26 390HP \_\_\_\_\_

TRANSMISSION OFFERED:

ALLISON 4500 RDS \_\_\_\_\_

CAB AND CHASSIS WARRANTY:

SEE ATTACHMENT \_\_\_\_\_

YEAR, MAKE & MODEL OF FRICTIONAL MASTIC SEAL APPLICATOR OFFERED:

2021 BERGKAMP MA30G PREMIX FRICTIONAL MASTIC ASPHALT APPLICATOR \_\_\_\_\_

YEAR, MAKE & MODEL OF FRICTIONAL MASTIC SEAL APPLICATOR WARRANTY:

SEE ATTACHMENT \_\_\_\_\_

WARRANTY SERVICE PROVIDER FACILITY NAME:

KINLOCH EQUIPMENT \_\_\_\_\_

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

3816 BINZ-ENGLEMAN ROAD \_\_\_\_\_

SAN ANTONIO, TX 78219 \_\_\_\_\_

DELIVERY WILL BE MADE WITHIN 230 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: 10/31/21 \_\_\_\_\_

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 7/15/21 \_\_\_\_\_

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

ITEM	QUANTITY	DESCRIPTION
4	2	Split Fuel Tank and Lube Truck

PRICE EACH: \$ 174,500.00

TOTAL: \$ 349,000.00

YEAR, MAKE & MODEL OFFERED:

2021 INTERNATIONAL MV SBA

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

CUMMINS L9 300HP

TRANSMISSION OFFERED:

ALLISON 3000RDS

WARRANTY:

SEE ATTACHMENTS

YEAR, MAKE & MODEL OF SPLIT FUEL TANK FUEL LUBE BODY OFFERED:

2021 CURRY CUSTOM FUEL LUBE BODY

YEAR, MAKE & MODEL OF SPLIT FUEL TANK FUEL LUBE BODY WARRANTY:

2 YEARS PARTS AND LABOR

WARRANTY SERVICE PROVIDER FACILITY NAME:

KYRISH TRUCK CENTERS

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

1380 ACKERMAN ROAD

SAN ANTONIO, TX 78219

DELIVERY WILL BE MADE WITHIN 330 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: 10/31/21

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 7/15/21

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

**PROMPT PAYMENT DISCOUNT: \_\_\_\_\_% \_\_\_\_\_ DAYS. (IF NO DISCOUNT IS OFFERED, NET 30 WILL APPLY.)**