

**CITY OF SAN ANTONIO**  
**PURCHASING AND GENERAL SERVICES DEPARTMENT**

FORMAL INVITATION FOR BID ("IFB") NO.: 6100003308

**LIGHT DUTY TRUCKS**

Date Issued: JULY 30, 2013

**BIDS MUST BE RECEIVED NO LATER THAN:**  
**2:00 PM AUGUST 14, 2013**

Bids may be submitted by any of the following means:

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

Address for hard copy responses:

Physical Address:

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

Mailing Address:

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

For Hard Copy Submissions, Mark Envelope

"LIGHT DUTY TRUCKS"

Bid Due Date: 2:00 p.m., AUGUST 14, 2013

Bid No.: 6100003308

Bidder's Name and Address

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NO      DBE / ACDBE Requirements: NO

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

Pre-Submittal Conference \* YES

\* If YES, the Pre-Submittal conference will be held on AUGUST 8, 2013 at 10:00 A.M. at BUILDING & EQUIPMENT SERVICES, FLEET CONFERENCE ROOM, 329 S. FRIO, SAN ANTONIO, TX 78207, DIAL-IN-INFORMATION: 877-226-9790; ACCESS CODE: 4511640

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

Email: STEPHANIE.CRIOLLO@SANANTONIO.GOV

SBEDA Contact Information: , 210-207-3900,

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## 003 - INSTRUCTIONS FOR BIDDERS

### Submission of Bids.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

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

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

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

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

#### Pre-Submittal Conference.

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

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

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

#### Changes to IFB.

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

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

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

#### Preparation of Bids.

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

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

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

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

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

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

#### Description of Supplies.

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

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

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

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

#### Estimated Quantities for Annual Contracts.

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

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

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

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

#### Interlocal Participation.

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

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

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

#### Rejection of Bids.

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

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

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

The bid is conditional; or

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

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

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

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

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

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

#### Evaluation and Award of Contract.

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

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

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

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

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

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

#### Inspection of Facilities/Equipment.

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

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

#### Prompt Payment Discount.

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

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

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

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

#### Bid Protest Procedures.

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

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

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

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

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

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



## 004 - SPECIFICATIONS / SCOPE OF SERVICES

### SCOPE:

The City of San Antonio is soliciting bids to furnish light duty trucks in accordance with the specifications listed herein. These vehicles include pickup trucks, cab & chassis with service bodies and flatbeds, SUV's, passenger, cargo and mini vans and a step-van which will be utilized by various departments including Animal Care Services, Building and Equipment Services, Capital Improvements Management Services, Convention Sports and Entertainment Facilities, Fire Department, Planning & Development Services, Neighborhood Action, Office of Downtown Operations, Parks and Recreation, Finance, Police Department, Public Works, and Solid Waste Management Department.

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

City of San Antonio reserves the right to increase or decrease quantity of units being purchased up to the production "cut-off" date submitted on the bid for the particular item, depending on availability of funds. Prices may not be increased during this period; however, the City should benefit from any price decrease. Additional units may be purchased on an "as needed" basis. Successful vendor is required to notify the City of all production "cut-off" dates necessary for order submission. **Unless otherwise approved by the City, VEHICLES DELIVERED DURING A CALENDAR YEAR MUST BE THE MODEL YEAR VEHICLES FOR THAT CALENDAR YEAR OR NEWER. UNDER NO CIRCUMSTANCES SHALL VENDOR DELIVER MODEL YEAR VEHICLES FOR THE PRECEDING CALENDAR YEAR.**

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

Warranty - Dealer and manufacturer shall provide the current standard manufacturer's warranty, as a minimum, parts and service included, for equipment and attachments supplied. All warranties must be a minimum of twelve months. Warranty time to 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 unit by serial number. Such parts and service must be available within Bexar County from and by a factory authorized dealer. Bids submitted by dealers located outside Bexar County will include a signed agreement with a factory authorized dealer located within Bexar County, providing warranty, parts and service for items bid. All warranty repair will 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.

Delivery - All equipment must be delivered to Brooks City Base, 8220 Lindbergh Landing, Building 1106: San Antonio, TX 78121. Delivery to a non-specified location will result in non-acceptance of the equipment by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS. Contact Fleet Acquisitions Office at (210) 207-4600 for delivery questions. Vehicles will not be accepted after 4:00 P.M. CST. Vehicles with more than 500 miles accumulated on the odometer will not be accepted. All vehicles are required to have a full tank(s) of fuel and a full tank of Diesel Exhaust Fluid, if applicable, when delivered to City specified location.

Equipment Manuals - An operator's manual per unit, to include a parts and maintenance manual or CD ROM per model of all equipment, accessories, and components will be required.

All prices will be quoted F.O.B., designated City facility, freight prepaid. All bids will be submitted in triplicate and will include complete manufacturer's specifications for each model being bid.

The Manufacturer's Statement of Origin (MSO), Dealer Temporary license plates/tags, proper invoice, state inspection decal, signed 130U form and **State Weight Certificate/slip (for trucks over one ton)** are required upon delivery of each unit. Any of these missing items will deem the vehicle delivered *Not as Specified* and will not be processed or accepted until all required paperwork is completed and provided to Fleet Acquisition, Brooks City Base staff.

All units are to be equipped at the factory with air conditioning/Heater/defroster, full headliner minimum OEM AM/FM radio, power steering, power ABS brakes, power windows, power door locks and manual tilt steering wheel. All units to be equipped with steering column mounted gear selector unless otherwise specified. Each unit shall have a

minimum two keyless remotes (fobs) and shall have a minimum of three (3) sets of keys unless vehicle utilizes a push button ignition system, then a minimum of three (3) keyless remote fobs are required.

All bodies and components in this bid will be installed in accordance with the appropriate Incomplete Vehicle Data Manual. Certification of compliance will be posted on the left door post of the vehicle. Except for 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. Vehicles delivered with bodies installed out-of state shall be delivered to the City with Texas State Inspection sticker installed prior to delivery.

All trucks to have vinyl type seating for front and rear seats if applicable, along with rubber or carpet delete flooring.

All units to be equipped with safety equipment as required by the Federal Government.

Fuel systems to be gasoline, and a minimum 25 gallon capacity unless otherwise specified.

**Any diesel engine being bid must conform to latest NOx EPA-2010 emission standard in effect at the time of offer. Vendor must supply a copy of the EPA Certificate of Conformity for 2010 with its offer. Only engines using selective catalytic reduction (SCR) technology will be accepted.**

Maximum capacity cooling system offered by manufacturer.

Electrical – Standard duty battery and minimum 150 amp alternator offered by manufacturer for models being bid. All units to be equipped with oil pressure, water temperature, and volt or amp gauges.

Spare tires required by the below listed specifications must be identical in manufacturer's tread design, ply rating (load range) etc., as those furnished on driving and steering axles unless otherwise noted. Tires still under evaluation will not be acceptable.

All vehicles exteriors to be painted O.E.M. white, unless otherwise specified.

Unless otherwise specified under individual items, vehicles provided will have a minimum of a driver's seat and one passenger seat.

**A pre-bid conference will be conducted on August 8, 2013 at 10:00 a.m. Location will be at the Fleet Operations Conference Room, 329 S. Frio, San Antonio, Texas 78207. Vendors are expected to be fully conversant with the bid language at this meeting and will have been expected to have submitted any recommended changes to Purchasing, in advance of the Pre-Bid Conference for the City's consideration. DIAL-IN-INFORMATION: 877-226-9790; ACCESS CODE: 4511640**

The City reserves the right to reject any and all bids and to waive irregularities and any requirements of the bid if deemed to be in the best interest of the City.

All "Crew Cab" configurations provided will have "B" pillar door hinges so rear doors will open in the same direction as front doors.

All pickup trucks shall have electronic locking axle or limited slip axles.

No dealership nameplates, markings or decals will be permitted on the vehicles.

**BRAND NAMES:** Manufacturer names, trade names, brand names, and product numbers used herein are for the purpose of describing and establishing tested, compatible, approved and acceptable products that are of the type and quality required by the City. The use of pre-approved brand names are not intended to limit competition; therefore the phrase "or equal" is added. For purposes of this contract, the proposed "or equal" products shall require close adherence to the established standards of performance and quality inherently derived and reasonably expected from the brand named products specified herein. The City shall be the sole judge of equality and suitability.

ITEM	QUANTITY	DESCRIPTION
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1

28 Each

1/2 Ton Truck, Regular Cab

**SPECIFICATIONS:**

Engine - Gasoline, minimum 300 H.P. ✓

Body/Bed – Regular cab configuration. Pick-up box length shall be between 75" inches and 80" inches. ✓

Transmission - Automatic, minimum 5 speed. ✓

GVWR - Minimum 6,025 lbs. ✓

Mirrors - OEM inside, standard type; OEM outside, standard type left and right, largest available offered by manufacture, swing away type mirrors. ✓

Wheels & Tires - Tires to meet or exceed minimum gross vehicle weight rating of vehicle, all terrain design with full size matching spare tire and wheel. ✓

Bumpers - Factory type front bumper with step type rear bumper. ✓

Suspension - Heaviest duty available to include heavy duty shock absorbers. ✓

**ITEM**  
2

**QUANTITY**  
65 Each

**DESCRIPTION**  
1/2 Ton Truck, Extended Cab

**SPECIFICATIONS:**

Engine - Gasoline, minimum 270 H.P. ✓

Body/Bed – Extended cab configuration. Pick-up box length shall be between 75" inches and 80" inches. ✓

Transmission - Automatic, minimum 5 speed. ✓

GVWR - Minimum 6,025 lbs. ✓

Mirrors - OEM inside, standard type; OEM outside, standard type left and right, largest available offered by manufacture, swing away type mirrors. ✓

Wheels & Tires - Tires to meet or exceed minimum gross vehicle weight rating of vehicle, all terrain design with full size matching spare tire and wheel. ✓

Bumpers - Factory type front bumper with step type rear bumper. ✓

Suspension - Heaviest duty available to include heavy duty shock absorbers. ✓

**ITEM**  
3

**QUANTITY**  
2 Each

**DESCRIPTION**  
1/2 Ton Truck, Extended Cab, 4x4

**SPECIFICATIONS:**

Engine - Gasoline, minimum 270 H.P. ✓

Body/Bed – Extended cab configuration. Pick-up box length shall be between 75" inches and 80" inches. ✓

Transmission - Automatic, minimum 5 speed. ✓

GVWR - Minimum 6,025 lbs. ✓

Mirrors - OEM inside, standard type; OEM outside, standard type left and right, largest available offered by manufacture, swing away type mirrors. ✓

Wheels & Tires - Tires to meet or exceed minimum gross vehicle weight rating of vehicle, all terrain design with full size matching spare tire and wheel. ✓

Bumpers - Factory type front bumper with step type rear bumper. ✓

Suspension - Heaviest duty available to include heavy duty shock absorbers. ✓

4X4 Drive train - Two speed transfer case with electronic shift control. ✓

ITEM	QUANTITY	DESCRIPTION
4	4 Each	3/4 Ton Truck, Regular Cab

**SPECIFICATIONS:**

Engine - Gasoline, minimum 315 H.P. ✓

Body/Bed - Regular cab configuration. Pick-up box length shall be a minimum 96" inches. ✓

Transmission - Automatic, minimum 5 speed. ✓

GVWR - Minimum 8,500 lbs. ✓

Mirrors - OEM inside, standard type; outside, left and right, below eye level type, largest available offered by manufacture, swing away type. ✓

Wheels & Tires - Tires to meet or exceed minimum gross vehicle weight rating of vehicle, all terrain design with full size matching spare tire and wheel. Equipped with spare tire locking device and three keys. ✓

Suspension - Heaviest duty available to include heavy duty shock absorbers. ✓

Strobe Lighting - Hide-a-Way type amber colored strobe lights to be installed in all four corners (front and rear light assemblies) of truck. All strobes to be wired to a factory type switch located in cab. ✓

Rear Bumper - OEM rear bumper and tow package to include receiver hitch with 2" hitch opening, OEM in-cab mounted trailer brake controller and both a 4-Way flat vehicle connector and 7-Way round vehicle connector (Flat Pin). ✓

ITEM	QUANTITY	DESCRIPTION
5	1 Each	3/4 Ton Truck, Regular Cab, 4X4

**SPECIFICATIONS:**

Engine - Gasoline, minimum 315 H.P. ✓

Body/Bed - Regular cab configuration. Pick-up box length shall be a minimum 96" inches. ✓

Transmission - Automatic, minimum 5 speed. ✓

4X4 Drive train - Two speed transfer case with electronic shift control. ✓

GVWR - Minimum 8,500 lbs. ✓

Mirrors - OEM inside, standard type; outside, left and right, below eye level type, largest available offered by manufacture, swing away type. ✓

Wheels & Tires - Tires to meet or exceed minimum gross vehicle weight rating of vehicle, all terrain design with full size matching spare tire and wheel. Equipped with spare tire locking device and three keys. ✓

Suspension - Heaviest duty available to include heavy duty shock absorbers. ✓

Strobe Lighting - Hide-a-Way type amber colored strobe lights to be installed in all four corners (front and rear light assemblies) of truck. All strobes to be wired to a factory type switch located in cab. ✓

Rear Bumper – OEM rear bumper and tow package to include receiver hitch with 2" hitch opening, OEM in-cab mounted trailer brake controller and both a 4-Way flat vehicle connector and 7-Way round vehicle connector (Flat Pin). ✓

ITEM	QUANTITY	DESCRIPTION
6	1 Each	3/4 Ton Truck, Extended Cab

**SPECIFICATIONS:**

Engine - Gasoline, minimum 315 H.P. ✓

Body/Bed – Extended cab configuration. Pick-up box length shall be a minimum 96" inches. ✓

Transmission - Automatic, minimum 5 speed. ✓

GVWR - Minimum 8,500 lbs. ✓

Mirrors - OEM inside, standard type; outside, left and right, below eye level type, largest available offered by manufacture, swing away type. ✓

Wheels & Tires - Tires to meet or exceed minimum gross vehicle weight rating of vehicle, all terrain design with full size matching spare tire and wheel. Equipped with spare tire locking device and three keys. ✓

Suspension - Heaviest duty available to include heavy duty shock absorbers. ✓

Strobe Lighting - Hide-a-Way type amber colored strobe lights to be installed in all four corners (front and rear light assemblies) of truck. All strobes to be wired to a factory type switch located in cab. ✓

Rear Bumper – OEM rear bumper and tow package to include receiver hitch with 2" hitch opening, OEM in-cab mounted trailer brake controller and both a 4-Way flat vehicle connector and 7-Way round vehicle connector (Flat Pin). ✓

ITEM	QUANTITY	DESCRIPTION
7	2 Each	3/4 Ton Truck, Extended Cab, 4X4

**SPECIFICATIONS:**

Engine - Gasoline, minimum 315 H.P. ✓

Body/Bed – Extended cab configuration. Pick-up box length shall be a minimum 96" inches. ✓

Transmission - Automatic, minimum 5 speed. ✓

4X4 Drive train - Two speed transfer case with electronic shift control. ✓

GVWR - Minimum 8,500 lbs. ✓

Mirrors - OEM inside, standard type; outside, left and right, below eye level type, largest available offered by manufacture, swing away type. ✓

Wheels & Tires - Tires to meet or exceed minimum gross vehicle weight rating of vehicle, all terrain design with full size matching spare tire and wheel. Equipped with spare tire locking device and three keys. ✓

Suspension - Heaviest duty available to include heavy duty shock absorbers. ✓

Strobe Lighting - Hide-a-Way type amber colored strobe lights to be installed in all four corners (front and rear light assemblies) of truck. All strobes to be wired to a factory type switch located in cab. ✓

Rear Bumper - OEM rear bumper and tow package to include receiver hitch with 2" hitch opening, OEM in-cab mounted trailer brake controller and both a 4-Way flat vehicle connector and 7-Way round vehicle connector (Flat Pin). ✓

ITEM  
8

QUANTITY  
10 Each

DESCRIPTION  
3/4 Ton Truck, Crew Cab

**SPECIFICATIONS:**

Engine - Gasoline, minimum 315 H.P. ✓

Body/Bed - Crew cab configuration. Pick-up box length shall be a maximum 82" inches. ✓

Transmission - Automatic, minimum 5 speed. ✓

GVWR - Minimum 8,500 lbs. ✓

Mirrors - OEM inside, standard type; outside, left and right, below eye level type, largest available offered by manufacture, swing away type. ✓

Wheels & Tires - Tires to meet or exceed minimum gross vehicle weight rating of vehicle, all terrain design with full size matching spare tire and wheel. Equipped with spare tire locking device and three keys. ✓

Suspension - Heaviest duty available to include heavy duty shock absorbers. ✓

Strobe Lighting - Hide-a-Way type amber colored strobe lights to be installed in all four corners (front and rear light assemblies) of truck. All strobes to be wired to a factory type switch located in cab. ✓

Rear Bumper - OEM rear bumper and tow package to include receiver hitch with 2" hitch opening, OEM in-cab mounted trailer brake controller and both a 4-Way flat vehicle connector and 7-Way round vehicle connector (Flat Pin). ✓

ITEM  
9

QUANTITY  
1 Each

DESCRIPTION  
3/4 Ton Truck, Crew Cab,  
4X4

**SPECIFICATIONS:**

Engine - Gasoline, minimum 315 H.P. ✓

Body/Bed - Crew cab configuration. Pick-up box length shall be a maximum 82" inches. ✓

Transmission - Automatic, minimum 5 speed. ✓

GVWR - Minimum 8,500 lbs. ✓

4X4 Drive train - Two speed transfer case with electronic shift control. ✓

Mirrors - OEM inside, standard type; outside, left and right, below eye level type, largest available offered by manufacture, swing away type. ✓

Wheels & Tires - Tires to meet or exceed minimum gross vehicle weight rating of vehicle, all terrain design with full size matching spare tire and wheel. Equipped with spare tire locking device and three keys. ✓

Suspension - Heaviest duty available to include heavy duty shock absorbers. ✓

Strobe Lighting - Hide-a-Way type amber colored strobe lights to be installed in all four corners (front and rear light assemblies) of truck. All strobes to be wired to a factory type switch located in cab. ✓

Rear Bumper – OEM rear bumper and tow package to include receiver hitch with 2" hitch opening, OEM in-cab mounted trailer brake controller and both a 4-Way flat vehicle connector and 7-Way round vehicle connector (Flat Pin). ✓

ITEM  
10

QUANTITY  
1 Each

DESCRIPTION  
3/4 Ton Cab & Chassis,  
Regular Cab, 56" cab to axle  
chassis, SRW, Service Body  
with Pipe Rack

#### SPECIFICATIONS:

Engine - Gasoline, minimum 315 H.P. ✓

Transmission - Automatic, minimum 5 speed with separate auxiliary transmission cooler mounted in front of radiator. ✓

GVWR - Minimum 8,500 lbs. ✓

Suspension - Heaviest duty available to include heavy duty shock absorbers. ✓

Mirrors - OEM inside, standard type; outside, left and right, recreational swing or telescoping type. Largest size available in model offered. ✓

Wheels & Tires - Tires to meet or exceed minimum gross vehicle weight rating of vehicle, all terrain design with full size matching spare tire and wheel. ✓

Lighting - Vehicle shall have "Hide-a-Way" type LED amber strobe lights in headlight assemblies and connected to rear LED strobe light mounted on service body and wired to factory type switch located in cab. ✓

#### SERVICE BODY WITH PIPE RACK - SPECIFICATIONS:

Material – Minimum 14 gauge Steel Construction

Length - Ninety-six inches (96") approximately.

Width - Seventy-eight inches (78") approximately.

Height - Minimum thirty-nine inches (39").

Compartments - Left and right front compartments to be full height, approximately 26" to 33" wide, 14" to 15" deep. Right front compartment to have one adjustable removable shelf with a minimum of six (6) dividers. Left front compartments to have three (3) adjustable removable shelves with a minimum of six (6) adjustable dividers each. Right and left horizontal compartment to have a reinforced shelf, each with a minimum of ten (10) adjustable dividers for each side. Horizontal compartments to be minimum 14-1/2" wide, 59" to 68" long and a minimum of 17" high. Rear doors to be half or full size when horizontal compartment extends through rear door. Lower rear compartment must have one (1) adjustable removable shelf with a minimum of four (4) adjustable dividers. All doors to be weather-sealed and positive horizontal door holders.

Body - All steel, all welded.

Bumper - Heavy duty, minimum 7-gauge formed channel.

Lights – Must have State required lighting system. Rear brake, parking, turn signal, and backup lights to be mounted in highest possible location and must be high intensity LED type lighting. Must have two (2) LED amber strobe lights mounted above or next to brake, parking and turn signal lights. LED strobe lights must be wired to factory type switch located in cab.

Master locking system must be used.

Pipe rack to be as wide and long as vehicle. Rack shall be a height tall enough to clear cab of vehicle by a minimum 8" inches. Rack shall mount to front and rear bumpers and service body. Material to be metal with metal mesh bottom and sides and front. Front and sides to be 6" inches tall. Pipe rack shall be painted with black automotive paint.

Rear bumper must include a heavy duty 6" jaw width, 6" jaw opening with a 180 degree swivel base with lockdown and powder coated or painted vise. Vise shall have large anvil work surface with built-in pipe jaws to handle various pipe sizes. Vise shall be mounted curb side on vise bracket. *Wilton 656HD* or equal.

ITEM  
11

QUANTITY  
2 Each

DESCRIPTION  
3/4 Ton Cab & Chassis,  
Regular Cab, 56" Cab to  
Axle Chassis, SRW, Service  
Body with Telescopic Roof  
and Ladder Rack

#### SPECIFICATIONS:

Engine - Gasoline, minimum 315 H.P. ✓

Transmission - Automatic, minimum 5 speed with separate auxiliary transmission cooler mounted in front of radiator. ✓

GVWR - Minimum 8,500 lbs. ✓

Suspension - Heaviest duty available to include heavy duty shock absorbers. ✓

Mirrors - OEM inside, standard type; outside, left and right, recreational swing or telescoping type. Largest size available in model offered. ✓

Wheels & Tires - Tires to meet or exceed minimum gross vehicle weight rating of vehicle, all terrain design with full size matching spare tire and wheel. ✓

Lighting - Vehicle shall have "Hide-a-Way" LED strobe lights in headlight assemblies and connected to rear LED strobe light mounted on service body and wired to factory type switch located in cab. ✓

#### SERVICE BODY WITH LADDER RACK - SPECIFICATIONS:

Material – Minimum 14 gauge Steel Construction

Length - Ninety-six inches (96") approximately.

Width - Seventy-eight inches (78") approximately.

Height - Minimum thirty-nine inches (39").

Compartments - Left and right front compartments to be full height, approximately 26" to 33" wide, 14" to 15" deep. Right front compartment to have one adjustable removable shelf with a minimum of six (6) dividers. Left front compartments to have three (3) adjustable removable shelves with a minimum of six (6) adjustable dividers each.



Right and left horizontal compartment to have a reinforced shelf, each with a minimum of ten (10) adjustable dividers for each side. Horizontal compartments to be minimum 14-1/2" wide, 59" to 68" long and a minimum of 17" high. Rear doors to be half or full size when horizontal compartment extends through rear door. Lower rear compartment must have one (1) adjustable removable shelf with a minimum of four (4) adjustable dividers. All doors to be weather-sealed and positive horizontal door holders.

Body - All steel, all welded.

Bumper - Heavy duty, minimum 7-gauge formed channel.

Lights – Must have State required lighting system. Rear brake, parking, turn signal, and backup lights to be mounted in highest possible location and must be high intensity LED type lighting. Must have two (2) LED amber strobe lights mounted above or next to brake, parking and turn signal lights. LED strobe lights must be wired to factory type switch located in cab.

Ladder rack is to be bow type ladder/pipe bars. Bars to be minimum 1" O.D. pipe, mounted in bolt-on brackets (pockets) with back-up plates. Racks must be provided with spring tension hold-down and adjustable ladder rack guides.

Master locking system must be used.

Shall have telescoping top to be sliding type, completely weather proofed to include tailgate enclosure.

Rear bumper must include a heavy duty 6" jaw width, 6" jaw opening with a 180 degree swivel base with lockdown and powder coated or painted vise. Vise shall have large anvil work surface with built-in pipe jaws to handle various pipe sizes. Vise shall be mounted curb side on vise bracket. *Wilton 656HD* or equal.

ITEM	QUANTITY	DESCRIPTION
12	3 Each	3/4 Ton Cab & Chassis, Regular Cab, 56" Cab to Axle, SRW with 8 Cages and 1 Storage Compartment Animal Control Unit Body

**SPECIFICATIONS:**

Engine - Gasoline, V-8

Transmission - Automatic, minimum 5 speed with separate auxiliary transmission cooler mounted in front of radiator.

GVWR - Minimum 8,500 lbs.

Suspension - Heaviest duty available to include heavy duty shock absorbers.

Mirrors - OEM inside, standard type; outside, left and right, recreational swing or telescoping type. Largest size available in model offered.

Wheels & Tires - Tires to meet or exceed minimum gross vehicle weight rating of vehicle, all terrain design with full size matching spare tire and wheel.

Lighting on Cab and Chassis – Hide-a-Way type amber colored LED strobe lights to be installed on front lens covers of cab and chassis and rear panel of body. Strobes to be wired to factory type switch located in cab.

Unit shall **not** have trailer tow package.

**SPECIFICATIONS: Animal Control Unit (ACU)**

The below listed specifications are intended to describe an animal control unit (ACU) body with four (4) cages on curb side, four (4) cages on street side with rear storage area. ACU must be certified to fit cab and chassis specified above. **Electrical wiring schematics that include lighting, and air conditioning systems for body shall be**

provided at time of delivery. Electrical wiring schematics shall be provided in paper and electronic format.

#### **Animal Control Unit (ACU) Body:**

Minimum Overall Dimensions - 80"W x 48"H x 110"L.

Body Framework - consists of an aluminum or steel frame work with a minimum of 2" x 2" square tubing.

Body Construction – all aluminum, stainless or fiberglass sheeting finished surface bonded to fiberglass-laminated plywood.

Insulation – Foam, minimum 1" in floor, front wall and dividers; minimum 4" in roof; minimum 2" in rear wall.

Internal Seams – sealed with adhesive sealant to make unit waterproof.

External Seams – covered with aluminum angle and double sealed with adhesive sealant to make unit waterproof.

Unit Exterior Color – white if fiberglass or stainless.

Lower Body Skirting – polished aluminum diamond tread or other acceptable skirting finishes.

Animal Control Unit (ACU) Doors – exterior doors and frames are all aluminum, 12 gauge stainless steel or constructed of aluminum with fiberglass laminate; spring-loaded doors which hold the doors in open position while loading and unloading animals; adjustable opening windows located on each door; heavy-duty stainless steel or chrome plated handles, all keyed alike. Doors shall have a minimum of 3 adjustable louver vents.

#### **Animal Control Unit (ACU) Animal Compartments:**

ACU should consist of four (4) compartments on curbside and four (4) compartments on street side.

All Street Side and curb side compartments shall measure as follows: Minimum 27.5"W x 36" H x 28" D.

Rear Center Storage shall measure as follows: 24"W x 36"H x 110"D

For interior lighting, each compartment should have a minimum 3" flush mounted light. All lights are operated by a switch within the truck cab. There are a total of ten (10) lights (one per cage) and two (2) for the storage compartment.

To allow for removal of fluids, all floors should slope towards the middle of the compartment to a minimum 1.5" ID drain.

For safety of operators, all doors (excluding rear storage compartment) should have secondary interior safety doors made of stainless steel with catch-pole opening. The interior door is secured with a chrome-plated or stainless steel latch which is easily operated while securing animals.

All compartments should have minimum 20 gauge aluminum floors or fiberglass. All dog compartments shall have ½" thick; chew proof rubber mats to fit the entire floor of the dog compartment. All dog compartments shall be designed in a square format as to allow washing with hose without spray-back. All dog compartments shall not have areas that can hide or prevent pestilence carrying debris from being easily washed out.

All compartments except the storage compartment shall have removable divider shelves 18" above the compartment floor.

#### **Animal Control Unit (ACU) Storage Compartment:**

Storage compartment is accessed from the rear of the ACU via a lockable door.

The storage compartment has a minimum of two (2) lights located at the front and rear of the compartment operated by a switch in the truck cab.

Minimum overall dimensions are: 24"W x 36"H x 110"D.

**Animal Control Unit (ACU) Heating, Air Conditioning, and Air Circulation:**

A/C unit shall consist of an auxiliary compressor separate from the cab and chassis a/c system.

Duct work should be installed to allow for heating and air conditioning.

The BTU capacity of the HVAC unit should allow for a minimum of 28,000 BTU cooling and 32,000 BTU heat.

Minimum CFM rating of blower is 295.

Console-mounted heat and air conditioning panel should be located in the truck cab.

Panel shall display temperature of each individual dog compartment.

Air temperatures in the animal compartments should be accessed via a digital touch-screen which allows user to program and monitor temperatures. Variations of temperature outside the programmed settings shall set of audible alarm inside cab.

**Animal Control Unit (ACU) Exterior Lighting:**

Unit shall have high-mounted amber colored LED strobe lights mounted on each side of rear of unit.

Unit shall have low-mounted white colored LED strobe lights mounted on each side of rear of unit.

All strobe lights will be wired to a switch mounted in the cab of the truck.

Tail Lights – recess-mounted LED stop/turn and parking capabilities.

Brake Lights – additional high-level red LED.

Audible Back-Up alarm shall be installed.

**ITEM**  
13

**QUANTITY**  
1 Each

**DESCRIPTION**  
Minimum GVWR 14,000 lbs.,  
Regular Cab, Cab & Chassis  
with 2-3 CY dump body

**SPECIFICATIONS: CAB & CHASSIS**

Engine – Gasoline-315 H.P. ✓

Transmission - Automatic, minimum 5 speed with separate auxiliary transmission cooler mounted in front of radiator. ✓

GVWR - Minimum 14000 lbs. ✓

Regular cab chassis. Cab to axle (CA) length shall accommodate the 2-3 CY dump body proposed below. ✓

Step Bars – Driver and passenger steel step bars mounted to frame of vehicle provided in black color.

Strobe Lighting - Hide-a-Way type amber colored strobe lights to be installed in front corner light assemblies of truck. All strobes to be wired to a factory type switch located in cab. ✓

Tires to meet or exceed minimum gross vehicle weight rating of vehicle, maximum traction tread design with full size matching spare tire and wheel shipped loose. ✓

**SPECIFICATIONS: DUMP BODY**

Dump Body – Minimum 2 cubic yard to a maximum 3 cubic yard dump body. Dump body must include cab shield with window cutout. Dump body must be constructed of steel. Sides will be of fixed design. Dump body dimensions shall

be a 96" inches wide X 108" inches long. Dump body shall have a quick latch system, spreader chains and front mounted trip lever with adjustable linkage. Dump body shall have 3" inch structural channel cross members on 16" inch centers or less and 5" inch structural channel longills. Dump body shall be finished in a black automotive grade paint or powder coat. Dump body shall be constructed with minimum 10 gauge floor, side, corners and tailgate. Dump body shall have mud flaps with anti-sail device in front and in back of axle and all applicable taillights, clearance lights and reflectors.

Hoist – Shall be class "C" single cylinder, double acting hydraulically operated hoist. Operation of hoist must be made possible from inside the cab of the vehicle. Hoist shall be made of high strength steel. Body prop must be included. Hydraulic oil capacity shall not exceed 10 quarts and operating pressure must be a minimum 3800 PSI. Hoist must be bolted on to frame of truck.

Shall have two (2) lockable, weather sealed tool boxes mounted under body in front of rear axle on right and left side of body. Boxes shall be hinged at the bottom of the box.

Tow package to include receiver hitch with 2" hitch opening, OEM in-cab mounted trailer brake controller and both a 4-Way flat vehicle connector and 7-Way round vehicle connector (Flat Pin) to be provided on all trucks and vans unless specified otherwise

Lighting – Two (2) amber strobe lights to be mounted on rear of dump body on or near rear bumper, one curbside and one street side. Strobes to be wired to factory type switch located inside of cab.

ITEM	QUANTITY	DESCRIPTION
14	1 Each	Minimum 17,500 lbs. GVWR, Regular Cab, 84" Cab to Axle, Cab & Chassis, Diesel, Minimum 36ft. Aerial Vehicle with Service Body

**SPECIFICATIONS: CAB & CHASSIS**

Engine - Diesel, Minimum 650 lbs.- ft. torque.

Transmission - Automatic, minimum five (5) speed with separate auxiliary transmission cooler mounted in front of radiator with PTO provision.

GVWR - Minimum 17,500 lbs. Front axle capacity of 7,000 lbs and rear axle capacity of 10,500 lbs.

Lighting - Permanent roof mounted spotlight with wireless remote. Light shall be capable of a minimum 360 degree horizontal rotation and a minimum 130 degree vertical tilt, Golight model 7901 or equal.

Step Bars – Driver and passenger steel step bars mounted to frame of vehicle provided in black color.

Tires to meet or exceed minimum gross vehicle weight rating of vehicle, maximum traction tread design with full size matching spare tire and wheel shipped loose.

**SPECIFICATIONS: AERIAL**

Aerial 36ft. ground to bottom of platform, 41.0 ft. working height, 25.6 ft. horizontal reach. Mounted behind cab. One person end mounted fiberglass platform, 24" X 30" X 42", 350lb. capacity. Leveling provided by master/slave cylinder system. Tilt control at lower controls. Full pressure "3D" one hand upper controls with emergency hydraulic stop. Lower controls with capability of overriding upper controls. Insulated upper boom with minimum articulation of 14 degrees to 77 degrees. Padded boom rest with tie down. Lower boom of rectangular steel tube. Minimum articulation is from 5 degrees to 78 degrees. Lower boom insert with insulation gap of 12". Continuous "shear-ball" rotation. Integral 20 gallon hydraulic oil reservoir. Safety harness and lanyard. Category C certified 46KV and under per ANSI A92-1990. Painted white to match cab and chassis.

Liner for 24" X 30" fiberglass platform.

Vinyl platform and control cover for 24" X 30" fiberglass platform.

Bucket to include tray mounted on outside of bucket.

180 degree hydraulic platform rotator for end mounts.

Padded platform rest.

Engine start/stop at platform.

Four (4) channel electric collector ring.

Electrical control switch panel used in conjunction with start stop system.

Auxiliary let down system.

Single hydraulic tool outlet at platform with couplers to include compact drill.

Dual torsion bars.

Power take off/pump for automatic transmission installation.

All hose kits hydraulic oil and lubricants.

Muffler shield.

#### **SPECIFICATIONS – UTILITY BODY**

Suitable for installation on a chassis with 84" cab to axle dimension as follows: 20" compartment depth, 54" bed area, 94" width and 40 ¾" high.

##### **Compartment Streetside:**

- Front vertical- 30" compartment with two plain adjustable and removable shelves.
- Second vertical- 26" compartment with two plain adjustable and removable shelves.
- Horizontal- 49 ¾" compartment with one slotted removable shelf with five adjustable dividers.
- Rear vertical- 26 ¼" compartment with adjustable and removable shelf.
- Full length shelf with drop down rear access door.

##### **Compartment Curbside:**

- Front vertical- 30" compartment with two plain adjustable and removable shelves.
- Second vertical- 26" compartment with two plain adjustable and removable shelves.
- Horizontal- 49 ¾" compartment with one slotted removable shelf with five adjustable dividers.
- Rear vertical- 26 ¼" compartment with one slotted adjustable and removable shelf.
- Ladder rack/sleeve to accommodate 8'ft ladder.

Body to include tread plate on compartment tops, 12" platform extension and grip strut rear bumper. Also to include two wheel chocks and chock holders in wheel wells, one on each side.

Lights --Must have State required lighting system. Rear brake, parking, turn signal, and backup lights to be mounted in highest possible location and must be high intensity LED type lighting.

Must have one set (2 each) of rear work lights (*Whelen model 3CPC0C0CR or proven equal*) mounted on each side of the body facing rear-ward. Must have two (2) 4"inch round amber strobe lights (*Whelen model 201000AU or proven equal*) mounted above or next to brake, parking and turn signal lights. All strobes and work lights shall be wired to up-fitter switches located in cab of truck. Amber strobe light (*Whelen model series 2515HPA or proven equal*) shall be installed on a mast mount center mounted to the headache rack and wired to up-fitter switches in cab of truck.

Mud flaps with mounting brackets.

Combination pintle/ball hitch complete with cross member brace and two safety chain "D" rings.

Seven (7) Way blade type vehicle connector socket.

Two cable stirrup steps installed under tail shelf, two grab handles also installed on tail shelf.

Five (5) lb. Fire extinguisher with mount bracket.

Triangle reflector kit with storage box.

Back up alarm warning buzzer.

Non-skid paint on walk surfaces to include tread plate on compartment tops.

5 gallon water cooler bracket mounted curbside on top of front compartment.

ITEM	QUANTITY	DESCRIPTION
15	4 Each	Minimum 13,000 GCWR, Van, 15 passenger, Black & White Exterior Color

**SPECIFICATIONS:**

Engine - Minimum 255H.P. gasoline engine.

Transmission – Automatic, Minimum 5 speed.

GCWR - Minimum 13,000 lbs.

Mirrors - OEM inside, standard type; outside, left and right, below eye level type, swing away type, largest size available.

Wheels & Tires - Tires to meet or exceed minimum gross vehicle weight rating of vehicle, all season design with full size matching spare tire and wheel. Equipped with spare tire locking device and three keys.

Windows & Doors - Vented windows all around, double swing right side door, double swing rear doors, rear door windows. Vented windows will have the maximum amount of windows offered by the manufacturer on both sides, to include the maximum amount of pivot/swing out windows offered including side and rear doors. All units must have headliner installed from the windshield to the rear doors.

Brakes - Tire pressure monitoring system required. Anti-rollover protection system required.

Rear Bumper – OEM rear bumper and tow package to include receiver hitch with 2" hitch opening, OEM in-cab mounted trailer brake controller and both a 4-Way flat vehicle connector and 7-Way round vehicle connector (Flat Pin).

Seating – Seating for 15 Passenger's including driver required.

Air Conditioning - OEM dual front and rear air conditioning system.

Suspension - Heaviest duty available to include heavy duty shock absorbers.

Exterior shall be painted Black and White. Driver and front passenger door along with entire roof shall be painted white. The remainder shall be painted black.

ITEM	QUANTITY	DESCRIPTION
16	1 Each	Minimum 13,000 GCWR, Van, 15 passenger

**SPECIFICATIONS:**

Engine - Minimum 255H.P. gasoline engine.

Transmission – Automatic, Minimum 5 speed.

GCWR - Minimum 13,000 lbs.

Mirrors - OEM inside, standard type; outside, left and right, below eye level type, swing away type, largest size available.

Wheels & Tires - Tires to meet or exceed minimum gross vehicle weight rating of vehicle, all season design with full size matching spare tire and wheel. Equipped with spare tire locking device and three keys.

Windows & Doors - Vented windows all around, double swing right side door, double swing rear doors, rear door windows. Vented windows will have the maximum amount of windows offered by the manufacturer on both sides, to include the maximum amount of pivot/swing out windows offered including side and rear doors. All units must have headliner installed from the windshield to the rear doors.

Brakes - Tire pressure monitoring system required. Anti-rollover protection system required.

Rear Bumper – OEM rear bumper and tow package to include receiver hitch with 2" hitch opening, OEM in-cab mounted trailer brake controller and both a 4-Way flat vehicle connector and 7-Way round vehicle connector (Flat Pin).

Seating – Seating for 15 Passenger's including driver required.

Air Conditioning - OEM dual front and rear air conditioning system.

Suspension - Heaviest duty available to include heavy duty shock absorbers.

ITEM	QUANTITY	DESCRIPTION
17	9 Each	Sport Utility Vehicle, Midsize, 4 door, 2WD/AWD, Maximum 120" Wheelbase

**SPECIFICATIONS:**

Engine – Maximum 6 cylinder engine with a minimum 250 H.P.

Wheelbase - Maximum one hundred twenty inches (120").

Transmission – Automatic, Minimum 5 speed.

GVWR - Minimum 4,900 lbs. unless otherwise indicated.

Mirrors - OEM inside, standard type; outside, left and right, below eye level type, largest size available.

A/C – Front and rear a/c and heat controls and ducting

Color - OEM white.

Wheels & Tires - Tires to meet or exceed minimum gross vehicle weight rating of vehicle, all season design with space saver spare tire and wheel.

Suspension - Heaviest duty available to include heavy duty shock absorbers.

No tow package

Body - Five (5) passenger body to have bucket front seats, (NO EXCEPTIONS). Minimum three (3) passenger bench type rear seat. Cargo volume behind driver and passenger seat shall be a minimum 80' cubic feet.

Fuel Tank - Minimum capacity 18 gallons.

ITEM	QUANTITY	DESCRIPTION
18	3 Each	Sport Utility Vehicle, Midsize, 4 door, 4WD/AWD, Maximum 120" Wheelbase

**SPECIFICATIONS:**

Engine – Maximum 6 cylinder engine with a minimum 250 H.P.

Wheelbase - Maximum one hundred twenty inches (120").

Transmission – Automatic, Minimum 5 speed with over drive. Four (4) wheel drive (4WD) or all wheel drive (AWD) with electronic engagement.

GVWR - Minimum 4,900 lbs. unless otherwise indicated.

Mirrors - OEM inside, standard type; outside, left and right, below eye level type, largest size available.

A/C – Front and rear a/c and heat controls and ducting

Color - OEM white.

Wheels & Tires - Tires to meet or exceed minimum gross vehicle weight rating of vehicle, all season design with spare tire and wheel.

Suspension - Heaviest duty available to include heavy duty shock absorbers.

No tow package.

Seating – Minimum Five (5) passenger seating with front bucket front seats, (NO EXCEPTIONS). Minimum three (3) passenger bench type rear seat. Cargo volume behind driver and passenger seat shall be a minimum 80' cubic feet.

Fuel Tank - Minimum capacity 18 gallons.



## 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.

### 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 – LOCAL PREFERENCE ORDINANCE LANGUAGE  
PRICE SCHEDULE  
LOCAL PREFERENCE IDENTIFICATION FORM

## 006 - GENERAL TERMS & CONDITIONS

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

### Delivery of Goods/Services.

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

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

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

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

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

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

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

### Invoicing and Payment.

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

### Information Required On Invoice.

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

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

#### Payment by City.

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

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

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

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

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

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

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

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

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

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

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

#### Termination.

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

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

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

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

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

## **INDEMNIFICATION.**

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

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

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

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

## **Records Retention.**

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

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

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

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

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

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

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

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

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

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

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

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

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

007 - SIGNATURE PAGE

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

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

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

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

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

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

Bidder Information

Please Print or Type

Vendor ID No.

Signer's Name

Name of Business

Street Address

City, State, Zip Code

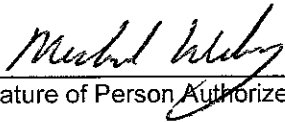
Email Address

Telephone No.

Fax No.

City's Solicitation No.

V10 20494  
Michael Wiley  
Caldwell Country Ford  
800 Hwy 21 E  
Caldwell TX 77836  
mwiley @ CaldwellCountry.com  
254-773-8824  
254-773-8808  
610000 3308



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 Purchasing & General Services Department, or Director's designee.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

009 - ATTACHMENTS

LOCAL PREFERENCE PROGRAM ORDINANCE LANGUAGE

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

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

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

PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1	28 Each	1/2 Ton Truck, Regular Cab

PRICE: \$ 17,215.00 EACH \$ 482,020.00 TOTAL

MAKE & MODEL & YEAR Offered: 2014 F-150 Regular Cab Ford

PRODUCTION CUT-OFF DATE: N/A

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

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

DELIVERY: Delivery will be made within 120 calendar days after issuance of purchase order.

ITEM	QUANTITY	DESCRIPTION
2	65 Each	1/2 Ton Truck, Extended Cab

PRICE: \$ 19,743.00 EACH \$ 1,283,295.00 TOTAL

MAKE & MODEL & YEAR Offered: 2014 Ford F-150

PRODUCTION CUT-OFF DATE: N/A

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

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

DELIVERY: Delivery will be made within 120 calendar days after issuance of purchase order.

ITEM	QUANTITY	DESCRIPTION
3	2 Each	1/2 Ton Truck, Extended Cab, 4x4

PRICE: \$ 22,731.00 EACH \$ 45,462.00 TOTAL

MAKE & MODEL & YEAR Offered: 2014 Ford F-150

PRODUCTION CUT-OFF DATE: N/A

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

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

DELIVERY: Delivery will be made within 120 calendar days after issuance of purchase order.

ITEM	QUANTITY	DESCRIPTION
4	4 Each	3/4 Ton Truck, Regular Cab

PRICE: \$ 20,839.00 EACH \$ 83,356.00 TOTAL

MAKE & MODEL & YEAR Offered: 2014 Ford F-250

PRODUCTION CUT-OFF DATE: N/A

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

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

DELIVERY: Delivery will be made within 120 calendar days after issuance of purchase order.

ITEM	QUANTITY	DESCRIPTION
5	1 Each	3/4 Ton Truck, Regular Cab, 4X4

PRICE: \$ 23,581.00 EACH \$ 23,581.00 TOTAL

MAKE & MODEL & YEAR Offered: 2014 Ford F-250

PRODUCTION CUT-OFF DATE: N/A

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

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

DELIVERY: Delivery will be made within 120 calendar days after issuance of purchase order.

ITEM	QUANTITY	DESCRIPTION
6	1 Each	3/4 Ton Truck, Extended Cab

PRICE: \$ 22,983.00 EACH \$ 22,983.00 TOTAL

MAKE & MODEL & YEAR Offered: 2014 Ford F-250

PRODUCTION CUT-OFF DATE: N/A

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

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

DELIVERY: Delivery will be made within 120 calendar days after issuance of purchase order.

ITEM	QUANTITY	DESCRIPTION
7	2 Each	3/4 Ton Truck, Extended Cab, 4X4

PRICE: \$ 25,724.00 EACH \$ 51,448.00 TOTAL

MAKE & MODEL & YEAR Offered: 2014 Ford F-250

PRODUCTION CUT-OFF DATE: N/A

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

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

DELIVERY: Delivery will be made within 120 calendar days after issuance of purchase order.

ITEM	QUANTITY	DESCRIPTION
8	10 Each	3/4 Ton Truck, Crew Cab

PRICE: \$ 24,260.00 EACH \$ 242,600.00 TOTAL

MAKE & MODEL & YEAR Offered: 2014 Ford F-250

PRODUCTION CUT-OFF DATE: N/A

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

BID PRICES SHALL REMAIN FIRM FOR ALL ORDERS PLACED PRIOR TO THIS CUT OFF DATE. IN THE EVENT THAT CITY DOES NOT AWARD A CONTRACT PRIOR TO PRODUCTION CUT OFF DATE, CAN BIDDER PROVIDE BID ITEMS, AT THE BID PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF DATE? 45 days

DELIVERY: Delivery will be made within 120 calendar days after issuance of purchase order.

ITEM	QUANTITY	DESCRIPTION
9	1 Each	3/4 Ton Truck, Crew Cab, 4X4

PRICE: \$ 26,971.00 EACH \$ 26,971.00 TOTAL

MAKE & MODEL & YEAR Offered: 2014 Ford F-250

MAKE & MODEL OF CAMPER TOP: No Camper Asked on Specs

PRODUCTION CUT-OFF DATE: N/A

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

BID PRICES SHALL REMAIN FIRM FOR ALL ORDERS PLACED PRIOR TO THIS CUT OFF DATE. IN THE EVENT THAT CITY DOES NOT AWARD A CONTRACT PRIOR TO PRODUCTION CUT OFF DATE, CAN BIDDER PROVIDE BID ITEMS, AT THE BID PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF DATE? 45 days

DELIVERY: Delivery will be made within 120 calendar days after issuance of purchase order.

ITEM	QUANTITY	DESCRIPTION
10	1 Each	3/4 Ton Cab & Chassis, Regular Cab, 56" cab to axle chassis, SRW, Service Body with Pipe Rack

PRICE: \$ 28,326.00 EACH \$ 28,326.00 TOTAL

MAKE & MODEL & YEAR Offered: 2014 Ford F-250

PRODUCTION CUT-OFF DATE: N/A

MAKE & MODEL OF SERVICE BODY: Knapheide 696J w/Pipe Rack

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

BID PRICES SHALL REMAIN FIRM FOR ALL ORDERS PLACED PRIOR TO THIS CUT OFF DATE. IN THE EVENT THAT CITY DOES NOT AWARD A CONTRACT PRIOR TO PRODUCTION CUT OFF DATE, CAN BIDDER PROVIDE BID ITEMS, AT THE BID PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF DATE? 45 days

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

ITEM	QUANTITY	DESCRIPTION
11	2 Each	3/4 Ton Cab & Chassis, Regular Cab, 56" Cab to Axle Chassis, SRW, Service Body with Telescopic Roof and Ladder Rack

PRICE: \$ 28,405.00 EACH \$ 56,810.00 TOTAL

MAKE & MODEL & YEAR Offered: 2014 Ford F-250

PRODUCTION CUT-OFF DATE: N/A

MAKE & MODEL OF SERVICE BODY: Knapheide 696J w/Tele Top

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

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

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

ITEM	QUANTITY	DESCRIPTION
12	3 Each	3/4 Ton Cab & Chassis, Regular Cab, 56" Cab to Axle, SRW with 8 Cages and 1 Storage Compartment Animal Control Unit Body

PRICE: \$ 41,793.00 EACH \$ 125,379.00 TOTAL

MAKE & MODEL & YEAR Offered: 2014 Ford F-250

MAKE & MODEL OF BODY: Deerskin ACCM86

PRODUCTION CUT-OFF DATE: N/A

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

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

DELIVERY: Delivery will be made within 210 calendar days after issuance of purchase order.

ITEM	QUANTITY	DESCRIPTION
13	1 Each	Minimum GVWR 14,000 lbs., Regular Cab, Cab & Chassis with 2-3 CY dump body

PRICE: \$ 44,989.00 EACH \$ 44,989.00 TOTAL

MAKE & MODEL & YEAR Offered: 2014 Ford F-450

PRODUCTION CUT-OFF DATE: N/A

MAKE & MODEL OF DUMP BODY: Rugby DU 9-3

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

BID PRICES SHALL REMAIN FIRM FOR ALL ORDERS PLACED PRIOR TO THIS CUT OFF DATE. IN THE EVENT THAT CITY DOES NOT AWARD A CONTRACT PRIOR TO PRODUCTION CUT OFF DATE, CAN BIDDER PROVIDE BID ITEMS, AT THE BID PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF DATE? 45 days

DELIVERY: Delivery will be made within 210 calendar days after issuance of purchase order.

<b>ITEM</b> 14	<b>QUANTITY</b> 1 Each	<b>DESCRIPTION</b> Minimum 17,500 lbs. GVWR, Regular Cab, 84" Cab to Axle, Cab & Chassis, Diesel, Minimum 36ft. Aerial Vehicle with Service Body
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PRICE: \$ 86,578.00 EACH \$ 86,578.00 TOTAL

MAKE & MODEL & YEAR Offered: 2014 Ford F-550

PRODUCTION CUT-OFF DATE: N/A

MAKE & MODEL OF AERIAL BUCKET: Versalift SST-37-EIH

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

BID PRICES SHALL REMAIN FIRM FOR ALL ORDERS PLACED PRIOR TO THIS CUT OFF DATE. IN THE EVENT THAT CITY DOES NOT AWARD A CONTRACT PRIOR TO PRODUCTION CUT OFF DATE, CAN BIDDER PROVIDE BID ITEMS, AT THE BID PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF DATE? 45 days

DELIVERY: Delivery will be made within 280 calendar days after issuance of purchase order

<b>ITEM</b> 15	<b>QUANTITY</b> 4 Each	<b>DESCRIPTION</b> Minimum 13,000 GCWR, Van, 15 passenger, Black & White Exterior Color
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PRICE: \$ 27,125.00 EACH \$ 108,500.00 TOTAL

MAKE & MODEL & YEAR Offered: 2014 Ford E-350

PRODUCTION CUT-OFF DATE: N/A

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

BID PRICES SHALL REMAIN FIRM FOR ALL ORDERS PLACED PRIOR TO THIS CUT OFF DATE. IN THE EVENT THAT CITY DOES NOT AWARD A CONTRACT PRIOR TO PRODUCTION CUT OFF DATE, CAN BIDDER PROVIDE BID ITEMS, AT THE BID PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF DATE? 45 days

DELIVERY: Delivery will be made within 120 calendar days after issuance of purchase order.

<b>ITEM</b> 16	<b>QUANTITY</b> 1 Each	<b>DESCRIPTION</b> Minimum 13,000 GCWR, Van, 15 passenger
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PRICE: \$ 25,925.00 EACH \$ 25,925.00 TOTAL

MAKE & MODEL & YEAR Offered: 2014 Ford E-350

PRODUCTION CUT-OFF DATE: N/A

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

BID PRICES SHALL REMAIN FIRM FOR ALL ORDERS PLACED PRIOR TO THIS CUT OFF DATE. IN THE EVENT THAT CITY DOES NOT AWARD A CONTRACT PRIOR TO PRODUCTION CUT OFF DATE, CAN BIDDER PROVIDE BID ITEMS, AT THE BID PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF DATE? 45 days.  
DELIVERY: Delivery will be made within 120 calendar days after issuance of purchase order.

ITEM	QUANTITY	DESCRIPTION
17	9 Each	Sport Utility Vehicle, Midsize, 4 door, 2WD/AWD, Maximum 120" Wheelbase

PRICE: \$ 23,978.00 EACH \$ 215,802.00 TOTAL

MAKE & MODEL & YEAR Offered: 2014 Ford Explorer FWD

PRODUCTION CUT-OFF DATE: N/A

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

BID PRICES SHALL REMAIN FIRM FOR ALL ORDERS PLACED PRIOR TO THIS CUT OFF DATE. IN THE EVENT THAT CITY DOES NOT AWARD A CONTRACT PRIOR TO PRODUCTION CUT OFF DATE, CAN BIDDER PROVIDE BID ITEMS, AT THE BID PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF DATE? 45 days.  
DELIVERY: Delivery will be made within 120 calendar days after issuance of purchase order.

ITEM	QUANTITY	DESCRIPTION
18	3 Each	Sport Utility Vehicle, Midsize, 4 door, 4WD/AWD, Maximum 120" Wheelbase

PRICE: \$ 25,758.00 EACH \$ 77,274.00 TOTAL

MAKE & MODEL & YEAR Offered: 2014 Ford Explorer AWD

PRODUCTION CUT-OFF DATE: N/A

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

BID PRICES SHALL REMAIN FIRM FOR ALL ORDERS PLACED PRIOR TO THIS CUT OFF DATE. IN THE EVENT THAT CITY DOES NOT AWARD A CONTRACT PRIOR TO PRODUCTION CUT OFF DATE, CAN BIDDER PROVIDE BID ITEMS, AT THE BID PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF DATE? 45 days.

DELIVERY: Delivery will be made within 120 calendar days after issuance of purchase order.

LOCAL AUTHORIZED FACTORY DEALER NAME:  
Red McCombs Ford

ADDRESS:  
8333 W. I10 San Antonio



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

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

The City of San Antonio Local Preference Program, adopted by Ordinance 2013-03-21-0167, implemented a local preference program for specific contracting categories. Each time a bidder or respondent submits a bid for a solicitation this Local Preference Program Identification Form must be completed and turned in with the solicitation response in order to be identified as a local business and receive the preference described below. The City will not rely on Local Preference Program Identification Forms submitted with prior or contemporaneous bids or proposals.

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

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

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

A local business (a.k.a. a City Business) is defined as a business headquartered within the incorporated San Antonio city limits OR one that meets the following conditions:

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

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

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

**THE BIDDER / RESPONDENT MUST COMPLETE THE FOLLOWING TO BE IDENTIFIED AS A LOCAL BUSINESS**

Name of Business:	Caldwell Country Ford	
Physical Address:	800 Hwy 21E.	
City, State, Zip Code:	Caldwell, TX 77836	
Phone Number:	954-773-8824	
Email Address:	mwiley@caldwellcountry.com	
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	Yes	<input checked="" type="radio"/> No

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

If the answer to the question above is "Yes", stop here. If the answer to the above question is "No", provide responses to the following questions:		
Is the business located in the incorporated San Antonio city limits? (circle one)	Yes	<u>No</u>
Has the business been located in the incorporated San Antonio city limits for at least one year? (circle one)	Yes	<u>No</u>
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	<u>No</u>
Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	<u>No</u>
Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one)	Yes	<u>No</u>

ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

RESPONDENT'S FULL NAME:

Michael Wiley  
(Print Name) Authorized Representative of Respondent

Michael Wiley  
(Signature) Authorized Representative of Respondent

Government Fleet Specialist Manager  
Title

8-12-13  
Date

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