



## City of San Antonio

### ADVERTISEMENT INFORMATION ONLY

Solicitation Type and Name: **Formal Invitation for Bid (IFB)**

### PURCHASE OF MEDIUM DUTY TRUCKS

Solicitation Number: **6100009903**

SCOPE: The City of San Antonio is soliciting bids to provide 18 medium duty trucks in accordance with the Building and Equipment Services Department specifications listed within the bid document. This equipment will be utilized by the Solid Waste Management, Parks & Recreation, Aviation, and Transportation and Capital Improvements departments for various construction and/or repair projects across the City.

Applicable Product Categories: 07202, 07203, 07204, 07205 and 07206

Date Issued: February 5, 2018

Bid Due Date & Time: February 21, 2018, 2:00 PM (CENTRAL TIME)

Staff Contact Person: LD McGarity, Procurement Specialist II, email: [ld.mcgarity@sanantonio.gov](mailto:ld.mcgarity@sanantonio.gov)

A Pre-Submittal conference will be held on FEBRUARY 9, 2018 at 1:30 P.M. at FLEET TRAINING ROOM, 329 S. FRIO ST., SAN ANTONIO, TX 78207

**To view this solicitation, go to <https://supplierservice.sanantonio.gov/irj/portal>. If you have not completed the City's SAeP Vendor Registration, you must do so in order to view the solicitation and submit a response.**

**TO REGISTER:** You will need to complete the vendor registration by accessing the SAeP Vendor Registration at <http://www.sanantonio.gov/purchasing/SAePS.aspx>. Questions regarding registration may be submitted to the SAePS Hotline at: (210) 207-0118 or by email at: [vendors@sanantonio.gov](mailto:vendors@sanantonio.gov).

**Note:** After you have successfully registered, you will need to send an email to the staff contact person requesting to be added to the solicitation vendor distribution list.



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

FORMAL INVITATION FOR BID ("IFB") NO.: 6100009903

**PURCHASE OF MEDIUM DUTY TRUCKS**

Date Issued: FEBRUARY 5, 2018

**BIDS MUST BE RECEIVED NO LATER THAN:**  
**2:00 PM CENTRAL TIME, FEBRUARY 28, 2018**

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 Hall  
100 Military Plaza  
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  
"PURCHASE OF MEDIUM DUTY TRUCKS"

Bid Due Date: 2:00 p.m., CENTRAL TIME, FEBRUARY 28, 2018

Bid No.: 6100009903

Bidder's Name and Address

Bid Bond:                      Performance Bond:                      Payment Bond:                      Other:

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative:                      DBE / ACDBE Requirements:

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

Pre-Submittal Conference \* YES

\* If YES, the Pre-Submittal conference will be held on FEBRUARY 9, 2018 at 1:30 P.M. at FLEET TRAINING ROOM, 329 S. FRIO ST., SAN ANTONIO, TX 78207

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

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

Phone Number:                      210-207-2078  
Fax Number:                          210-207-4360

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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.

Variations 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 variations 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.

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

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

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

[https://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm)

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

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

When completed, the CIQ Form and the CIQ-A Form should be submitted together, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to:

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

If delivering by hand, deliver to:

City Hall, 100 Military Plaza, San Antonio, TX 78205.

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

Certificate of Interested Parties (Form 1295)

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

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

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

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

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

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

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

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

## 004 - SPECIFICATIONS / SCOPE OF SERVICES

- 4.1** SCOPE: The City of San Antonio is soliciting bids to provide 18 medium duty trucks in accordance with the Building and Equipment Services Department specifications listed herein. This equipment will be utilized by the Solid Waste Management, Parks & Recreation, Aviation, and Transportation and Capital Improvements departments for various construction and/or repair projects across the City.
- 4.2** GENERAL CONDITIONS: The following general conditions will apply to all items within this bid unless specifically excluded within any item.
- 4.2.1** Equipment shall be manufacturer's latest design, standard production model and shall have been manufactured within the last 12 months from the date of delivery to City. All components shall be installed new, unused, and shall be manufacturer's standard equipment unless otherwise specified or replaced herein. Equipment is to be inspected, serviced, and adjusted in accordance with manufacturer's recommended pre-delivery checklist, and ready for operation upon delivery. Manufacturer's Statement of Origin (MSO) showing manufacture within the last 12 calendar months, and completed pre-delivery checklists will be required at delivery. Equipment offered under the below listed specifications will be considered unacceptable if, for any reason, the equipment's, or major component's, long term availability on the U.S. market, or in the local area, is in doubt. All equipment will conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, subassemblies and component parts to be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The equipment furnished must conform to ANSI Safety Standard Z245.1-1999.
- 4.2.2** Equipment must include the maximum standard manufacturer's warranty on all components, with parts and service included. All components, parts and service shall include, as a minimum, a one year unlimited mileage/hours warranty. All warranty times shall start the date the vehicle is placed in service as determined by the City, not on the delivery date. The dealer will be notified by letter of the in-service date of each vehicle by serial number. Bidder shall fully explain the warranty by attaching separate, authenticated correspondence or entering such information in the remarks section of this bid. Warranty, reliability, and replacement captive parts costs and availability shall be a consideration in award of this bid. Warranty parts and service must be available within 50 mile radius of San Antonio City Hall from and by a factory-authorized dealer (NO EXCEPTIONS). In the event that a unit purchased from a vendor requires transportation outside of Bexar County for a repair covered under warranty, that vendor shall be responsible for paying for all cost associated with the transportation to and from the warranty repair facility. If the vendor chooses to travel to inspect the unit to determine if the repair needed is covered under warranty, all expenses shall be paid for by the vendor. All warranty repairs must be completed within three (3) business days from the date equipment is delivered to the vendor unless otherwise approved by the appropriate City of San Antonio BESD Fleet Operations Manager or designate. Bidders must certify that all repairs needed after the warranty period will be available within 50 mile radius of San Antonio City Hall.
- 4.2.3** DELIVERY - All deliveries are to be made inside the City limits of San Antonio. Vendor must deliver equipment to the following address:

City of San Antonio,  
Northeast Service Center,  
10303 Tool Yard, Bldg. #2,  
San Antonio, TX 78233  
Attn: Acquisitions

Delivery to a non-specified location will result in non-acceptance of the equipment by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS. Vehicles will be accepted 8:00 A.M. to 3:00 P.M. CST. Vehicles with more than 1250 miles accumulated on the odometer will not be accepted. All vehicles are required to have a full tank(s) when delivered to City specified location.

- 4.2.4** Literature and Equipment Manuals – The supplier shall furnish (2) complete sets per vehicle type, of the following: Parts Manual, Maintenance Manual, Service Manual, and Operators Manual, or (4) USB drives with Parts Manual, Maintenance Manual, Service Manual, and Operators Manual, The supplier shall furnish (4) complete sets of detailed literature and specifications of each vehicle type upon contract award. On-line access of Parts Manual, Maintenance Manual, and Service Manual, and Operators Manual is also acceptable.

- 4.2.5** Training – The City may require operational and maintenance training for equipment. If so, training shall be provided by a qualified instructor and conducted at a designated City facility. The City will not pay any cost incurred by the successful bidder in providing training. Training shall be provided no later than 30 days after the City takes delivery and accepts the new equipment at the specified City facility. Unless otherwise specified, training shall consist of a minimum (1) eight hour day. Payment for new equipment will not be made to successful bidder until training is completed. Operator training shall be coordinated with Fleet Operations staff. For equipment requiring more complex operation the City may require job site operational training that could last multiple days to assure proper machine operation.
- 4.2.6** DEMONSTRATIONS – The City may request, from selected vendors, a demonstration of proposed equipment. The City is under no obligation to demo all products proposed by vendors. If a demonstration is required, the City's Fleet Operations Manager will contact the vendor to schedule the product demonstration. This request will be considered an integral part of the bid process. Failure to comply may result in the bid being deemed nonresponsive, and therefore, not considered for award. Upon request, the vendor shall have a minimum of five (5) working days to provide and deliver the equipment to a location specified by City for the demonstration. The vendor shall make the equipment available for a minimum of five (5) working days at City's location, but not to exceed ten (10) working days.
- 4.2.7** EVALUATION – In the event that a demonstration is required, the equipment will be evaluated to determine if the unit meets the minimum bid specifications at the City's discretion.
- 4.2.8** All prices will be quoted F.O.B., designated City of San Antonio facility. All bids should include complete manufacturer's specifications for each model being bid.
- 4.2.9** Units shall be equipped with OEM, or equal, warning and shut down systems for low oil pressure and or high coolant temperature at a minimum. This requirement applies to all bid line items.
- 4.2.10** The Manufacturer's Statement of Origin (MSO), Dealer Temporary license plates/tags, proper Invoice, Texas state inspection certificate, signed 130U form and State Weight Certificate/slip (for trucks over one ton) are required upon delivery of each vehicle. Any of these missing items will deem the vehicle delivered Not as Specified and will not be processed or accepted vehicle all required paperwork is completed and provided to Fleet Acquisition.
- 4.2.11** All bodies and components in this bid will be installed in accordance with the appropriate complete Vehicle Data Manual. Certification of compliance will be posted on the left door post of the vehicle. Except for manufacturer's data plates (maximum 4" x 6"), vendor or manufacturer's identifying markings (decals and plates) will not be applied to the vehicle or mounted components. Installation will be completed in compliance with Federal Motor Vehicle Department of Transportation Standards and Texas State Highway requirements. Installation of body and accessories on City furnished vehicles will be accomplished by drilling holes in the frame. Welding on or cutting of frame is not authorized forward of the rear spring hanger or support. Bidders will be responsible for the relocation of any truck components to facilitate installation of the body and equipment. Such relocation must be included as part of the basic bid. No dealership nameplates, markings or decals will be permitted on the vehicles.
- 4.2.12** All vehicles are to be equipped at the factory with air conditioning/heater/defroster, maximum capacity cooling system offered by manufacturer, full headliner minimum OEM AM/FM radio, power steering, power ABS brakes, power mirrors, manual tilt steering wheel and power windows and door locks. Each unit shall have a minimum three (3) sets of keys. Convenience Features: Vehicle shall be equipped with adjustable seats; vinyl flooring and seating, intermittent wipers, cruise control. All lighting shall be LED where available.
- 4.2.13** All units shall be equipped with safety equipment as required by the Federal Government. All units shall MEET ALL SAFETY STANDARDS AND REQUIREMENTS.
- 4.2.14** Any diesel engine being bid must conform to latest NOx EPA and GHG emission standard in effect at the time of offer. Vendor must supply a copy of the latest Emissions Certificate of Conformity for the vehicles bid. Only engines using selective catalytic reduction (SCR) technology will be accepted.
- 4.2.15** All vehicles provided shall be equipped with OEM tinted glass.
- 4.2.16** Vehicles provided shall have a minimum of a driver's seat and one passenger seat, unless otherwise specified.
- 4.2.17** Exterior and Interior Color: Unless otherwise specified, each vehicle shall have a white exterior body color. Unless otherwise specified, interior coloring shall be grey.

4.2.18 All trucks shall be provided with limited slip or locking rear axle.

4.3	ITEM	QUANTITY	DESCRIPTION
	1	1	<b>¾ Ton 56" CA Utility Body Truck with Pipe Rack</b>
4.3.1	<b>ENGINE:</b> minimum 6 cylinders capable of delivering a minimum 360 HP.		
4.3.2	<b>GVWR:</b> 8,501-10,000 lbs.		
4.3.3	<b>TRANSMISSION/ DRIVE:</b> Automatic with overdrive, 5 speed minimum 4x2 transmission with power steering		
4.3.4	<b>SUSPENSION:</b> Heaviest duty available to include heavy duty shock absorbers and independent struts with stabilization.		
4.3.5	<b>BRAKES:</b> Equipped with minimum 4-wheel brake system and front vented discs		
4.3.6	<b>DIMENSIONS:</b> Regular cab configuration.		
4.3.7	<b>WHEELBASE:</b> Wheelbase to be a minimum 133" inches.		
4.3.8	<b>TIRES &amp; WHEELS:</b> Tires to meet or exceed minimum gross vehicle weight rating of vehicle, all season tread design.		
4.3.9	<b>FUEL SYSTEM:</b> Minimum 30 gallon tank capacity certified to run on 87 Octane Gasoline.		
4.3.10	<b>MIRRORS:</b> OEM standard type inside. Power mirrors outside, left and right, collapsible, below eye level type. Recreational swing or telescoping type. Largest size available offered with model. Mirror to be remote controlled from driver.		
4.3.11	<b>UTILITY BODY SPECIFICATIONS:</b>		
4.3.12	<b>MATERIAL:</b> Minimum 14 gauge steel construction.		
4.3.13	<b>LENGTH:</b> Approximately 96" inches.		
4.3.14	<b>WIDTH:</b> Approximately 78 inches.		
4.3.15	<b>HEIGHT:</b> Approximately 39 inches.		
4.3.16	<b>COMPARTMENTS:</b>		
4.3.16.1	Left (street side) and right (curbside) front compartments to be full height, approximately 26" to 33" wide, minimum 15" deep.		
4.3.16.2	Curbside front compartment to have roll-out tool box tray and one adjustable removable shelf with a minimum of 6 dividers.		
4.3.16.3	Street side front compartments to have 3 adjustable removable shelves with a minimum of 6 adjustable dividers each.		
4.3.16.4	Street and curb side horizontal compartments to have a reinforced shelf, each with a minimum of 10 adjustable dividers for each side.		
4.3.16.5	Street and curb side horizontal compartments to be a minimum 14" deep, approximately 47" long and a minimum of 12" high.		
4.3.16.6	Rear doors to be half or full size when horizontal compartment extends through rear door.		

4.3.16.7 Lower rear compartment must have 1 adjustable removable shelf with a minimum of 4 adjustable dividers.

4.3.16.8 All doors to be weather-sealed and positive horizontal door holders. All compartments to have LED lighting.

4.3.16.9 **MASTER LOCKING SYSTEM MUST BE USED.**

4.3.17 **BODY:** All steel, all welded.

4.3.18 **BUMPER:** Heavy duty bumper tow package. Rear bumper must include a heavy duty 6" jaw width/6" jaw opening with a 180° swivel base with lockdown vice. Vice shall have a large anvil work surface with built-in pipe jaws to handle various pipe sizes. Vice shall be a Wilton 656 HD or equivalent and will be mounted curb side on vice bracket.

4.3.19 **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 2 LED amber strobe lights mounted above or next to brake, parking and turn signal lights. LED strobe lights must be wired to up-fitter switches located in cab of truck.

4.3.20 **PIPE RACK:** 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. Front and sides of rack to be a minimum 1ft tall. Flooring and sides of rack to be mesh material. Rack shall be painted black.

**PHOTO NOT PROVIDED.**

4.4	ITEM	QUANTITY	DESCRIPTION	
		2	1	1 Ton Extended Cab Utility Truck with Herbicide Tank
4.4.1	<b>ENGINE:</b>	6 cylinders minimum able to deliver a minimum of 380 HP. 8 cylinder engine acceptable		
4.4.2	<b>GVWR:</b>	10,001 lbs. – 14,000 lbs.		
4.4.3	<b>TRANSMISSION/ DRIVE:</b>	Automatic with overdrive, 5 speed minimum 4x4 drive train with a two speed transfer case with electronic shift control.		
4.4.4	<b>SUSPENSION:</b>	Heaviest duty available to include heavy duty shock absorbers and independent struts with stabilization. Unit shall be equipped with a <b>Timbren Suspension Enhancement System (or equivalent function system)</b> kit to rear axle to keep the vehicle at a level position when fully loaded.		
4.4.5	<b>BRAKES:</b>	Equipped with minimum 4-wheel brake system and front vented discs		
4.4.6	<b>DIMENSIONS:</b>	Extended cab configuration; minimum 56" cab to axle.		
4.4.7	<b>WHEELBASE:</b>	Wheelbase to be a minimum 130" inches		
4.4.8	<b>TIRES &amp; WHEELS:</b>	Tires to meet or exceed minimum gross vehicle weight rating of vehicle, all terrain tread design.		
4.4.9	<b>FUEL SYSTEM:</b>	Minimum 30 gallon tank capacity and to be certified to run on Ultra Low Sulfur Diesel and be equipped with a Diesel Exhaust Fuel (DEF) tank; where applicable.		
4.4.10	<b>MIRRORS:</b>	OEM standard type inside. Power mirrors outside, left and right, collapsible, below eye level type. Recreational swing or telescoping type. Largest size available offered with model. Mirror to be remote controlled from driver		
4.4.11	<b>UTILITY BODY PECIFICATIONS</b>			

- 4.4.12 BODY:** All steel, all welded.
- 4.4.13 MATERIAL:** 14 gauge galvanized steel construction.
- 4.4.14 OVERALL LENGTH:** Approximately 96" inches
- 4.4.15 OVERALL WIDTH:** Approximately 80" inches
- 4.4.16 OVERALL HEIGHT:** Approximately 40" inches
- 4.4.17 BED WIDTH:** Minimum 51" inches
- 4.4.18 BED FLOOR:** Floor shall be 12 gauge tread plated.
- 4.4.19 COMPARTMENTS:**
- 4.4.19.1** Left (street side) and right (curbside) front compartments to be full height, approximately 26" to 33" wide, minimum 15" deep.
  - 4.4.19.2** Curbside front compartment to have roll-out tool box tray and one adjustable removable shelf with a minimum of 6 dividers.
  - 4.4.19.3** Street side front compartments to have 3 adjustable removable shelves with a minimum of 6 adjustable dividers each.
  - 4.4.19.4** Street and curb side horizontal compartments to have a reinforced shelf, each with a minimum of 10 adjustable dividers for each side.
  - 4.4.19.5** Street and curb side horizontal compartments to be a minimum 14" deep, approximately 47" long and a minimum of 12" high.
  - 4.4.19.6** Rear doors to be half or full size when horizontal compartment extends through rear door.
  - 4.4.19.7** Lower rear compartment must have 1 adjustable removable shelf with a minimum of 4 adjustable dividers.
  - 4.4.19.8** All doors to be weather-sealed and positive horizontal door holders. All compartments to have LED lighting.
  - 4.4.19.9** **MASTER LOCKING SYSTEM MUST BE USED.**
- 4.4.20 HEADACHE RACK:** Headache rack shall be mounted to the front of the utility body behind cab. Headache rack shall not exceed the height of cab.
- 4.4.21 ARROW STICK:** Directional arrow stick must be mounted at top of headache rack above the utility bed capable of sight from oncoming traffic. Arrow stick shall not exceed the width of the truck and shall be LED.
- 4.4.22 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. All vehicles will require an audible back up alarm and amber color LED strobe lights model Grote 77353, or equal. Strobe lights are to be installed on the front grill of chassis and rear panel body. Strobes to be wired to a factory type or toggle switch inside of the cab.
- 4.4.23 HERBICIDE TANKER SPECIFICATIONS**
- 4.4.24 TANK:** Tank to be a minimum 200 gallons and skid mounted. Skid mounted tank shall be securely bolted behind cab of unit between utility bed body. Skid mounted tank shall not exceed 50" in width. The tank shall be heavy duty, UV and chemical resistant and agitation capable
- 4.4.25 ENGINE:** Minimum 160 CC with a minimum 1.3 gallon fuel tank; gasoline. Engine to deliver a minimum of 10 GPM. Engine shall be equipped with a "low oil" shutdown feature. All necessary gauges are to be equipped with whatever model is provided.

- 4.4.26 **HOSE:** Hose to be a minimum ½" x 300' with retractable wheel mounted on the skid. Hose shall be rated at a minimum 600 PSI.
- 4.4.27 **HOSE ADAPTORS & SPRAYERS:** One (1) lawn sprayer w/trigger lock adaptor and one (1) shower sprayer w/trigger lock and one (1) pressure washing style wand shall be provided.
- 4.4.28 **HOSE REEL:** The hose reel shall be electric powered. Electric power controls shall be mounted on or in a close proximity to the hose reel. A back-up manual hose reel override crank shall be provided.

Added:



- | 4.5    | ITEM                        | QUANTITY | DESCRIPTION  |
|--------|-----------------------------|----------|--|
|        |                             | 3        | 1 Ton Regular Cab 4x4 Long bed with Toolbox  |
| 4.5.1  | <b>ENGINE:</b>              |          | Minimum 6 cylinders able to deliver a minimum 350 HP.  |
| 4.5.2  | <b>GVWR:</b>                |          | Between 10,001-14,000 lbs.; Class 3.   |
| 4.5.3  | <b>TRANSMISSION/ DRIVE:</b> |          | Automatic with overdrive. 5 speed minimum with power steering; 4x4 drive train with a two speed transfer case with electronic shift control.   |
| 4.5.4  | <b>SUSPENSION:</b>          |          | Heaviest Duty available to include heavy duty shock absorbers and independent struts with stabilization.   |
| 4.5.5  | <b>BRAKES:</b>              |          | Equipped with 4-wheel braking system, and front vented discs minimum.  |
| 4.5.6  | <b>DIMENSIONS:</b>          |          | Regular Cab configuration. Bed length to be a minimum 94" inches.  |
| 4.5.7  | <b>WHEELBASE:</b>           |          | Wheelbase to be a minimum 133" inches.   |
| 4.5.8  | <b>WHEELS &amp; TIRES:</b>  |          | Tires to meet or exceed minimum gross vehicle weight rating of vehicle, all terrain design.  |
| 4.5.9  | <b>FUEL SYSTEM:</b>         |          | Minimum 30 gallon tank capacity and to be certified to run on Ultra Low Sulfur Diesel and be equipped with a Diesel Exhaust Fuel (DEF) tank; where applicable.   |
| 4.5.10 | <b>MIRRORS:</b>             |          | OEM standard type inside. Power mirrors outside, left and right, collapsible, below eye level type. Recreational swing or telescoping type. Largest size available in model offered. Remote controlled from driver seat. |
| 4.5.11 | <b>SEATING:</b>             |          | Vinyl seating and upholstery. Front seats 40-20-40 and fold center console.  |
| 4.5.12 | <b>TOW PACKAGE:</b>         |          | 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).                           |
| 4.5.13 | <b>RUNNING BOARDS:</b>      |          | Unit will come equipped with tube type running boards with groove step material for traction.  |
| 4.5.14 | <b>TOOLBOX:</b>             |          | Unit to be equipped with a truck bed tool box. The box is to be made of heavy duty diamond tread plate aluminum to prevent rusting and be equipped with 2 locks. Tool box is to be flush against the cab of the          |



truck and bolted down on bed rails. The dimensions of the tool box to be approximately 70"L x 30"W x 26"D and shall be black in color.

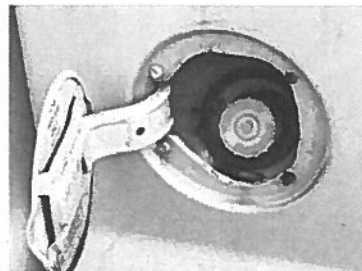
**4.5.15 SAFTEY:** All vehicles will require an audible back up alarm and amber color LED strobe lights model Grote 77353, or equal. Strobe lights are to be installed on the front grill of chassis and rear panel body. Strobes to be wired to a factory type or toggle switch inside of the cab.



4.6	ITEM	QUANTITY	DESCRIPTION	
		4	3	<b>1 Ton Four Full Door 4x4 Pickup Truck w Toolbox</b>
4.6.1	<b>ENGINE:</b>	Minimum 6 cylinders able to deliver a minimum of 350 HP		
4.6.2	<b>GVWR:</b>	Minimum 10,001 lbs.		
4.6.3	<b>TRANSMISSION/ DRIVE:</b>	Automatic with overdrive. 5 speed minimum with power steering; 4x4 drive train with a two speed transfer case with electronic shift control.		
4.6.4	<b>SUSPENSION:</b>	Heaviest Duty available to include heavy duty shock absorbers and independent struts with stabilization.		
4.6.5	<b>BRAKES:</b>	Equipped with 4-wheel brake system, and front vented discs minimum.		
4.6.6	<b>DIMENSION:</b>	Four full door cab configuration, minimum 8ft. truck bed.		
4.6.7	<b>WHEELBASE:</b>	Wheelbase to be a minimum 140" inches.		
4.6.8	<b>TIRES &amp; WHEELS:</b>	Single rear wheel equipped. Tires to meet or exceed minimum gross vehicle weight rating of vehicle, all terrain tread design.		
4.6.9	<b>FUEL SYSTEM:</b>	Minimum 30 gallon tank capacity and to be certified to run on Ultra Low Sulfur Diesel and be equipped with a Diesel Exhaust Fuel (DEF) tank; where applicable.		
4.6.10	<b>MIRRORS:</b>	OEM standard type inside. Power mirrors outside, left and right, collapsible, below eye level type. Recreational swing or telescoping type. Largest size available in model offered. Remote controlled from driver.		
4.6.11	<b>REAR BUMPER:</b>	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).		
4.6.12	<b>TOOLBOX:</b>	Unit to be equipped with a truck bed tool box. The box is to be made of heavy duty diamond tread plate aluminum to prevent rusting and be equipped with 2 locks. Tool box is to be flush against the cab of the truck and bolted down on bed rails. The dimensions of the tool box to be approximately 70"L x 30"W x 26"D and shall be black in color.		
4.6.13	<b>SAFTEY:</b>	All vehicles will require amber color LED strobe lights model Grote 77353, or equal. Strobe lights are to be installed on the front grill of chassis and rear panel body. Strobes to be wired to a factory type or toggle switch inside of the cab. Unit shall come equipped with a back-up camera and audible back up alarm.		

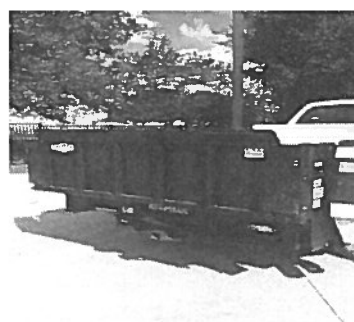
PHOTO NOT PROVIDED.

- | 4.7    | ITEM   | QUANTITY | DESCRIPTION  |
|--------|--|----------|--|
|        | 5  | 1        | 1 Ton Four Full Door 4x2 Propane Fueled Pickup Truck |
| 4.7.1  | <b>ENGINE:</b> Minimum 6 cylinders able to deliver a minimum 320 HP.   |          |  |
| 4.7.2  | <b>GVWR:</b> Minimum 10,001-14,000 lbs.  |          |  |
| 4.7.3  | <b>TRANSMISSION/ DRIVE:</b> Automatic with overdrive; 5 speed minimum; Power Steering; 4x2 design  |          |  |
| 4.7.4  | <b>SUSPENSION:</b> Heaviest Duty available to include heavy duty shock absorbers and independent struts with stabilization.  |          |  |
| 4.7.5  | <b>BRAKES:</b> Equipped with 4-wheel braking system, and front vented discs minimum.   |          |  |
| 4.7.6  | <b>DIMENSIONS:</b> Four Full Door Cab configuration. Bed length to be a minimum 8ft.   |          |  |
| 4.7.7  | <b>WHEELBASE:</b> Wheelbase to be a minimum 165" inches  |          |  |
| 4.7.8  | <b>WHEELS &amp; TIRES:</b> Tires to meet or exceed minimum gross vehicle weight rating of vehicle, all terrain design.   |          |  |
| 4.7.9  | <b>FUEL SYSTEM:</b> Minimum 40 gallon tank capacity, to be certified to use Propane. Liquid propane injection system to ICOM JTG II Bi Fuel Propane Liquid Injection System or equivalent. Fuel lines to be stainless steel. In-bed fuel tank is acceptable. |          |  |
| 4.7.10 | <b>MIRRORS:</b> OEM standard type inside. Power mirrors outside, left and right, collapsible, below eye level type. Recreational swing or telescoping type. Largest size available in model offered. Remote controlled from driver seat.                     |          |  |
| 4.7.11 | <b>SEATING:</b> Front bucket seats and center console and rear bench, 40/20/40 bench will also be accepted.  |          |  |
| 4.7.12 | <b>TOW PACKAGE:</b> 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).   |          |  |
| 4.7.13 | <b>RUNNING BOARDS:</b> Unit will come equipped with tube type running boards with groove step material for traction. Running boards will be one piece from driver to rear passenger.   |          |  |



- | 4.8   | ITEM  | QUANTITY | DESCRIPTION  |
|-------|---|----------|--|
|       | 6   | 1        | 1 Ton Four Full Door Cab 4x4 Pickup Truck w/ Toolbox and Lift Gate |
| 4.8.1 | <b>ENGINE:</b> Minimum 6 cylinders able to deliver a minimum of 350 HP. |          |  |
| 4.8.2 | <b>GVWR:</b> Minimum 10,001 lbs.  |          |  |

- 4.8.3 **TRANSMISSION/ DRIVE:** Automatic with overdrive. 5 speed minimum. 4x4 drive train with a two speed transfer case with electronic shift control.
- 4.8.4 **SUSPENSION:** Heaviest Duty available to include heavy duty shock absorbers and independent struts with stabilization.
- 4.8.5 **BRAKES:** Equipped with 4-wheel brake system, and front vented discs minimum.
- 4.8.6 **DIMENSION:** Four full door cab configuration, minimum 8ft bed.
- 4.8.7 **WHEELBASE:** Wheelbase to be a minimum 140" inches.
- 4.8.8 **TIRES & WHEELS:** Single rear wheels, tires to meet or exceed minimum gross vehicle weight rating of vehicle, all terrain tread design.
- 4.8.9 **FUEL SYSTEM:** Minimum 30 gallon tank capacity and to be certified to run on Ultra Low Sulfur Diesel and be equipped with a Diesel Exhaust Fuel (DEF) tank; where applicable.
- 4.8.10 **MIRRORS:** OEM standard type inside. Power mirrors outside, left and right, collapsible, below eye level type. Recreational swing or telescoping type. Largest size available in model offered. Remote controlled from driver.
- 4.8.11 **TOW PACKAGE:** 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).
- 4.8.12 **TOOLBOX:** Unit to be equipped with a truck bed tool box. The box is to be made of heavy duty diamond tread plate aluminum to prevent rusting and be equipped with 2 locks. Tool box is to be flush against the cab of the truck and bolted down on bed rails. The dimensions of the tool box to be a minimum 69"L x 12"W x 13"H and to be white in color.
- 4.8.13 **LIFT GATE:** Minimum 1,500 lb. lift capacity heavy duty hydraulic electric power lift gate (non-tuck-a-way) to be in place of tailgate. Material shall be tread plate steel with two piece platform, minimum 42"wide x 36" long loading deck. Lift gate to be painted Black. 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).
- 4.8.14 **SAFTEY:** All vehicles will require an audible back up alarm and amber color LED strobe lights model Grote 77353, or equal. Strobe lights are to be installed on the front grill of chassis and rear panel body. Strobes to be wired to a factory type or toggle switch inside of the cab.



4.9	ITEM	QUANTITY	DESCRIPTION
	7	1	1 Ton 56" CA Utility Body Truck with Ladder Rack

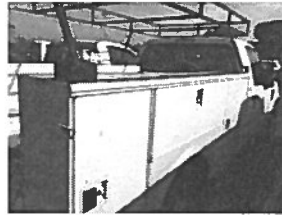
- 4.9.1 **ENGINE:** Minimum 6 cylinders capable of delivering a minimum 300 HP
- 4.9.2 **GVWR:** Minimum 10,001 lbs.
- 4.9.3 **TRANSMISSION/ DRIVE:** Automatic with overdrive, 5 speed minimum 4x2 transmission with power steering

- 4.9.4 **SUSPENSION:** Heaviest duty available to include heavy duty shock absorbers and independent struts with stabilization.
- 4.9.5 **BRAKES:** Equipped with minimum 4-wheel brake system and front vented discs
- 4.9.6 **DIMENSIONS:** Regular cab configuration; 56" cab to axle.
- 4.9.7 **WHEELBASE:** Wheelbase to be a minimum 133" inches.
- 4.9.8 **TIRES & WHEELS:** Tires to meet or exceed minimum gross vehicle weight rating of vehicle, all season tread design.
- 4.9.9 **FUEL SYSTEM:** Minimum 30 gallon tank capacity and to be certified to run on Ultra Low Sulfur Diesel and be equipped with a Diesel Exhaust Fuel (DEF) tank; where applicable.
- 4.9.10 **MIRRORS:** OEM standard type inside. Power mirrors outside, left and right, collapsible, below eye level type. Recreational swing or telescoping type. Largest size available offered with model. Mirror to be remote controlled from driver.
- 4.9.11 **UTILITY BODY SPECIFICATIONS**
- 4.9.12 **MATERIAL:** Minimum 14 gauge steel construction.
- 4.9.13 **LENGTH:** Approximately 96" inches.
- 4.9.14 **WIDTH:** Approximately 78" inches.
- 4.9.15 **HEIGHT:** Approximately 39" inches.
- 4.9.16 **COMPARTMENTS:**
  - 4.9.16.1 Left (street side) and right (curbside) front compartments to be full height, approximately 26" to 33" wide, minimum 15" deep.
  - 4.9.16.2 Curbside front compartment to have roll-out tool box tray and one adjustable removable shelf with a minimum of 6 dividers.
  - 4.9.16.3 Street side front compartments to have 3 adjustable removable shelves with a minimum of 6 adjustable dividers each.
  - 4.9.16.4 Street and curb side horizontal compartments to have a reinforced shelf, each with a minimum of 10 adjustable dividers for each side.
  - 4.9.16.5 Street and curb side horizontal compartments to be a minimum 14" deep, approximately 47" long and a minimum of 12" high.
  - 4.9.16.6 Rear doors to be half or full size when horizontal compartment extends through rear door.
  - 4.9.16.7 Lower rear compartment must have 1 adjustable removable shelf with a minimum of 4 adjustable dividers.
  - 4.9.16.8 All doors to be weather-sealed and positive horizontal door holders. All compartments to have LED lighting.
  - 4.9.16.9 **MASTER LOCKING SYSTEM MUST BE USED.**
- 4.9.17 **BODY:** All steel, all welded.
- 4.9.18 **BUMPER:** Heavy duty bumper tow package. Rear bumper must include a heavy duty 6" jaw width/6" jaw opening with a 180° swivel base with lockdown vice. Vice shall have a large anvil work surface with built-in pipe jaws to

handle various pipe sizes. Vice shall be a Wilton 656 HD or equivalent and will be mounted curb side on vice bracket.

**4.9.19 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 2 LED amber strobe lights mounted above or next to brake, parking and turn signal lights. LED strobe lights must be wired to up-fitter switches located in cab of truck.

**4.9.20 LADDER RACK:** Ladder rack to be as wide and long as utility bed. Rack shall be height tall enough to clear cab of vehicle by a minimum 8" inches. Rack shall mount to service body. Ladder locking mechanism must be equipped at rear of rack to keep from falling off during transport.



4.10	ITEM	QUANTITY	DESCRIPTION
	8	2	1 Ton 84" Cab to Axle DRW 4x2 with Traffic Utility Body

**4.10.1 ENGINE:** Minimum 6 cylinders capable of delivering a minimum 325 HP.

**4.10.2 GVWR:** Minimum 10,001 lbs.; Class 3.

**4.10.3 TRANSMISSION/ DRIVE:** Automatic with overdrive; 5 speed minimum; Power Steering; 4x2 design

**4.10.4 SUSPENSION:** Heaviest Duty available to include heavy duty shock absorbers and independent struts with stabilization.

**4.10.5 BRAKES:** Equipped with 4-wheel brake system, and front vented discs minimum.

**4.10.6 DIMENSIONS:** Regular cab configuration; 84 inch cab to axle.

**4.10.7 WHEELBASE:** Wheelbase to be a minimum 160 inches

**4.10.8 WHEELS & TIRES:** Dual rear wheel design. Tires to meet or exceed minimum gross vehicle weight rating of vehicle, all season tread design.

**4.10.9 FUEL SYSTEM:** Minimum 30 gallon tank capacity and to be certified to run on Ultra Low Sulfur Diesel and be equipped with a Diesel Exhaust Fuel (DEF) tank; where applicable.

**4.10.10 MIRRORS:** OEM standard type inside. Power mirrors outside, left and right, collapsible, below eye level type. Recreational swing or telescoping type. Largest size available in model offered. Remote controlled from driver.

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

**4.10.12 FRONT BUMPER POLE PULL:** Unit to be equipped with a Diversified PPF 203 Regular Duty, or equivalent, Pole Pull adaptive to a ¾ ton truck or larger. Auxiliary power module shall be equipped to ensure main batteries are not drained during usage. Auxiliary power module shall be connected to a factory up fitter fuse switch inside the cab.

**4.10.12.1 BOOM EXTENSION:** Extension should reach out at least 30" inches.

**4.10.12.2 SIDE REACH:** To be a minimum 91 ½" from pivot point.

- 4.10.12.3 **PULLING POWER:** Equipment will have a minimum 10,000 lbs. pulling power.
- 4.10.12.4 **MATERIAL:** Unit to have a 4' x 4' steel tower support. The steel tower is to be a minimum 2". All frame extensions are to be 8 x 8x 3/8" plate.
- 4.10.12.5 **CYLINDERS:** The boom lift shall have a 2" bore and 6" stroke. The boom extend is to have a 2" bore, 12" stroke, and 1 1/4 "rod.

#### 4.10.13 TRAFFIC UTILITY BED SPECIFICATIONS

- 4.10.13.1 **LENGTH:** Approximately 11.5 feet long.
  - 4.10.13.2 **WIDTH:** Approximately 8 feet wide.
  - 4.10.13.3 **CONSTRUCTION:** 1/8" inch steel tread plate floor, 4" inch steel structural channel long sills, 3 1/2 inches formed 10 gauge cross members on 15" centers, 2" square tubing frame. Platform body sides, rear, and bumper to be marked with reflective conspicuity tape and reflectors.
  - 4.10.13.4 **HEADACHE RACK:** Headache rack to measure width of platform and a minimum 42" inch tall made of square tubing and expanded metal.
  - 4.10.13.5 **SIGN HOLDERS:** Street sign holders- mounted street side against inside of toolboxes.
  - 4.10.13.6 **PIPE/TUBING RACK:** Pipe and tubing rack made with square tubing and expanding metal to measure a minimum 14" inches wide x 10" tall x 169" long mounted on top of a cage that has an access door that is lockable. Cage to be constructed of square tubing and expanded metal sides mounted on a solid metal plate. The topmost cross supports shall be flat steel and spaced as shown in attachment. Lockable ladder rack on the curbside outer surface of pipe tubing rack.
  - 4.10.13.7 **STORAGE CAGE:** A storage cage to be curbside mounted under the pipe/tubing rack. Cage to be a minimum 36" tall x 40" wide x 20" depth. Lockable latch double swing doors are to be facing inside of bed and a single swing lockable door to be facing the rear.
  - 4.10.13.8 **MISCELLANEOUS:** 5 gallon water cast with mount, mounted curbside on top of tool box, mount shall accommodate 19" diameter water container.
  - 4.10.13.9 **LEDGE BUMPER:** A 2' foot ledge platform bumper, with safety cone holder on street side, (1) 12" x 32" x 16" elevated entry box and one 6" inch mechanics vise mounted on curbside. Vise shall be mounted at a height that will allow the entry box to be used as a support for material while being used in the vice. License plate and light shall be mounted on entry box. Entry box shall have mechanism to allow it to be locked. Side boxes will have master locking devices. Removable rear platform tailgate panel.
  - 4.10.13.10 **HINGED BOXES:** Two (2) horizontally hinged boxes are to be mounted on curb and street side long enough to cover the length of the platform body, approximately 16" tall and 13" deep, with reinforced 1/8" steel treadplate top plate and (1) 18"x18"x36" jack hammer chest box to be mounted against bulkhead. All tool boxes shall be water tight.
  - 4.10.13.11 **CONE HOLDER:** Unit to be equipped with one cone holder to hold up to 5 street cones, mounted at truck rear. See photo for placement.
- 4.10.14 **MUD FLAPS:** Vehicle body must have black unmarked mud flaps with anti-sail device positioned in front and rear of rear axle.
- 4.10.15 **LIGHTING:** Unit must have state required lighting system Unit shall have front side marker mounted Hide-A-Way LED strobe lights and one (1) Amber strobe light shall be installed and mounted on a 12" inch mast welded to the rear street side tool box. All strobe lights must be wired to OEM up fitter switches.
- 4.10.16 **ARROW BAR:** An LED directional arrow to be installed on top of cab. The arrow stick to be connected to factory installed switches. The switches are to be configured to direct the lighting in different directions.

**4.10.17 BODY PREPARATION:** Primed with high quality primer then painted black.

**4.10.18 POWER INVERTER:** One 3000-Watt power for AC devices rated up to 3000-Watt delivering 3000-Watt of continuous AC power with high surge capacity for devices that require up to 6000-Watt to start. Multiple power outlets convenient plug options include two 3-prong AC outlets to support multiple devices. Safety shut off temp and overload protection, high/ low voltage protection and overload turn-off features for safety and reliability. Approved model is the Aims PWRINV300012120V or equivalent.



4.11	ITEM	QUANTITY	DESCRIPTION
	9	1	1 Ton 84" CA High Side Body Truck with Lift Gate

**4.11.1 ENGINE:** Minimum 6 cylinders capable to deliver a minimum 325 HP.

**4.11.2 GVWR:** Minimum 10,001 lbs. and maximum 14,000 lbs.

**4.11.3 TRANSMISSION/ DRIVE:** Automatic transmission with overdrive; 5 speed minimum. 4x2 design.

**4.11.4 SUSPENSION:** Heaviest Duty available to include heavy duty shock absorbers and independent struts with stabilization.

**4.11.5 BRAKES:** Equipped with 4-wheel brake system, and front vented discs minimum.

**4.11.6 DIMENSION:** Regular cab configuration; 84 inch cab to axle.

**4.11.7 WHEELBASE:** Wheelbase to be a minimum 160 inches.

**4.11.8 WHEELS & TIRES:** Dual real wheel equipped. Tires to meet or exceed minimum gross weight rating of vehicle, all season tread design.

**4.11.9 FUEL SYSTEM:** Minimum 30 gallon tank capacity and to be certified to run on Ultra Low Sulfur Diesel and be equipped with a Diesel Exhaust Fuel (DEF) tank; where applicable.

**4.11.10 MIRRORS:** OEM standard type inside. Power mirrors outside, left and right, collapsible, below eye level type. Recreational swing or telescoping type. Largest size available in model offered. Remote controlled from driver.

**4.11.11 TOW PACKAGE:** 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).

**4.11.12 HIGH SIDE BODY SPECIFICATION**

**4.11.12.1 MATERIAL:** 12 gauge steel on both sides and front behind cab. No behind the cab steel mesh design required. Rear of bed to be left open.

**4.11.12.2 LENGTH:** Minimum 10ft.

**4.11.12.3 WIDTH:** Approximately 8 feet.

**4.11.12.4 HEIGHT:** Approximately 48 inches high, both sides and behind cab.

**4.11.12.5 FLOOR:** One-piece 1/4 inch thick steel.

**4.11.12.6 CAPACITY:** Able to transport a minimum of 4,000 lbs. of material

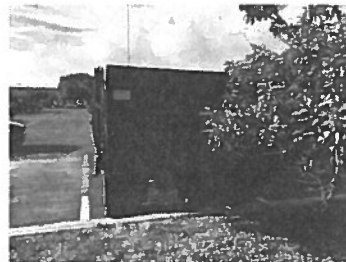
**4.11.13 LIFT GATE:** Minimum 1,500 lb. lift capacity heavy duty hydraulic electric power lift gate (non-tuck-a-way) to be in place of tailgate. Material shall be tread plate steel with two piece platform, minimum 42" loading deck. Lift gate to be painted Black.

**4.11.14 LIGHT PACKAGE:** Stop/turn/tail lights are mounted in rear corner posts and rear clearance lights with all around safety reflectors included. All lights are rubber mounted, shock resistant and feature one-piece sealed wiring harness.

**4.11.15 BODY PREPARATION:** Primed with high quality primer; painted black.

**4.11.16 MUDFLAPS:** Unit to be equipped with black, no logo/ no manufacture name mudflaps.

**4.11.17 SAFETY:** Unit to be equipped with audible backup alarm and amber color LED strobe lights model Grote 77353, or equal installed on the front grill of chassis and rear panel body. Strobes to be wired to a factory type or toggle switch inside of the cab.



4.12	ITEM	QUANTITY	DESCRIPTION
	10	1	1 Ton Full Four Door 60" CA DRW 4x2 9ft Flatbed Truck with hinged drop down sides and Lift Gate

**4.12.1 ENGINE:** Minimum 6 cylinders able to deliver a minimum of 325 HP; 8 cylinders engine acceptable.

**4.12.2 GVWR:** Minimum 10,001 lbs.; Class 3

**4.12.3 TRANSMISSION/ DRIVE:** Automatic with overdrive; 5 speed minimum; Power Steering; 4x2 design

**4.12.4 SUSPENSION:** Heaviest Duty available to include heavy duty shock absorbers and independent struts with stabilization.

**4.12.5 BRAKES:** Equipped with 4-wheel brake system, and front vented discs minimum.

**4.12.6 DIMENSION:** Four full door cab configuration. Unit to have a 60" Cab to Axle.

**4.12.7 WHEELBASE:** Unit will have a minimum 160" wheelbase.

**4.12.8 TIRES & WHEELS:** Dual rear wheel equipped. Tires to meet or exceed minimum gross vehicle weight rating of vehicle and shall be all season tread design.

**4.12.9 FUEL SYSTEM:** Minimum 30 gallon tank capacity and to be certified to run on Ultra Low Sulfur Diesel and be equipped with a Diesel Exhaust Fuel (DEF) tank; where applicable.

**4.12.10 MIRRORS:** OEM standard type inside. Power mirrors outside, left and right, collapsible, below eye level type. Recreational swing or telescoping type. Largest size available in model offered. Remote controlled from driver.

**4.12.11 FLAT BED BODY SPECIFICATIONS**

**4.12.11.1 BED LENGTH:** Minimum 9 ft.



- 4.12.11.2 **BED WIDTH:** Approximately 7.5 ft.
- 4.12.11.3 **BED SIDES HEIGHT:** Approximately 12" high, both sides of bed. Bed shall be hinged sides with locking mechanisms at front and rear of body. Sides shall fold down in order to have a flat surface for side loading.
- 4.12.11.4 **FLOOR:** One-Piece, 3/16" steel.
- 4.12.11.5 **HEADSHEET:** 12 gauge steel with integral mesh cab shield.
- 4.12.11.6 **STORAGE BOXES:** A lockable storage box will be mounted under both the driver and passenger side of bed behind cab. Box dimensions to be a minimum 30"wide x 16"high x 20"deep.

4.12.12 **TOW PACKAGE:** 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).

4.12.13 **LIFT GATE:** Minimum 1,500 lb. lift capacity heavy duty hydraulic electric power lift gate (non-tuck-under) to be in place of tailgate. Material shall be tread plate steel with two piece platform, minimum 42" loading deck. Lift gate to be painted Black.

4.12.14 **BODY PREPARATION:** Primed with high quality primer then painted black.

4.12.15 **SAFETY LIGHTING:** Unit to be equipped with audible backup alarm and amber color LED strobe lights model Grote 77353, or equal, installed on the front grill of chassis and rear panel body. Strobes to be wired to a factory type or toggle switch inside of the cab. Strobes to be surface mounted; hide-a-way type will not be accepted.

4.12.16 **UPFITTER SWITCHES:** Unit shall be equipped with a factory installed set of up fitter switches in cab for operation of aftermarket installations. Four (4) switches minimum.

4.12.17 **COLOR:** Unit shall be DuPont B8799 - school bus yellow in color.

**PHOTO NOT PROVIDED.**

4.13	ITEM	QUANTITY	DESCRIPTION
	11	2	Class 5 14,001-16,000 GVW Cabover 14' Box Truck with Lift Gate

4.13.1 **ENGINE:** Diesel. Minimum 4 cycle - 4 cylinders. Unit to have a minimum output of 210 HP at 2,500 RPM.

4.13.2 **GVWR:** Minimum 14,001 lbs.

4.13.3 **TRANSMISSION/ DRIVE:** Automatic with overdrive; 6 speed minimum; Power Steering. Unit to deliver minimum torque output of 440 lbs. at 1,500 RPM.

4.13.4 **FRONT AXLE/ SUSPENSION:** Axle to be a reversed Elliot "I" beam; or equivalent, with taper-leaf spring shock absorbers and stabilizing suspension.

4.13.5 **REAR AXLE/ SUSPENSION:** Axle to be full-floating, single reduction; single speed by hypoid gearing suspension.

4.13.6 **FRAME:** Resisting bending moment to be a minimum 316,800 RBM.

4.13.7 **BRAKES:** Unit to be equipped with all three (3) types:

4.13.7.1 **SERVICE:** Hydraulic system for front and rear with disc brakes

4.13.7.2 **PARKING:** Unit to have a mechanical, internally expanding acting on transmission output shaft.

4.13.7.3 **EXHAUST:** Supply manufacturer design exhaust valve in exhaust pipe or an provide an exhaust cut-off switch in cab.

- 4.13.8 DIMENSIONS:** Cab Over design. Conventional design will not be accepted. Minimum wheelbase to be 137".
- 4.13.9 WHEELS & TIRES:** Tires to meet or exceed minimum gross vehicle weight rating of vehicle, all season design.
- 4.13.10 FUEL SYSTEM:** Minimum 30 gallon tank capacity and to be certified to run on Ultra Low Sulfur Diesel and be equipped with a Diesel Exhaust Fuel (DEF) tank; 3 gallon minimum. DEF tank gauge to be equipped inside of cab.
- 4.13.11 MIRRORS:** OEM standard type inside. Combination mirrors outside, left and right. Top to be standard type mirror. Bottom piece to be convex mirror.
- 4.13.12 BOX TRUCK DIMENSIONS:**
- 4.13.12.1 OUTSIDE BOX LENGTH:** 14' feet 5" inches
  - 4.13.12.2 INSIDE BOX LENGTH:** 13' feet 11" inches
  - 4.13.12.3 FLOOR:** One 1/8" inch laminated hardwood floor
  - 4.13.12.4 REAR DOOR WIDTH:** 88" inches
  - 4.13.12.5 REAR DOOR HEIGHT:** 79.25" inches
- 4.13.13 E-TRACKS/ WOODEN SLATS:** Inside box to be equipped with 2 sets of E-Tracks and wooden slats on each side to secure cargo from shift during transport.
- 4.13.14 CORNER CAPS / RADIUS:** Shall be constructed of to be rounded aluminum.
- 4.13.15 ROOF:** Roof to be one aluminum sheet with anti-sag roof bows on 24" inch centers with crowned roof design which will prevent water/ice pooling.
- 4.13.16 SIDING:** Box exterior material to be .040 aluminum sheets pre-painted white.
- 4.13.17 INTERIOR LIGHTS:** Unit to be equipped with an LED interior dome light. Dome light switch will be located near the door of the box.
- 4.13.18 EXTERIOR LIGHTS:** All exterior lighting to be LED lights.
- 4.13.19 LIFT GATE:** A heavy- duty tuck-under hydraulic electric lift gate will be equipped. Lift gate maximum capacity to be 2,000 lbs. Platform treadplate to be steel, with a minimum 36" inch x 72" platform with a wedge. A locking mechanism must engage when lift gate is folded and tucked under before unit can be driven.
- 4.13.20 LIFT GATE POWER SWITCH:** An on/off illuminating toggle switch will be mounted in the cab to identify the power for lift gate operation
- 4.13.21 SAFETY:** All vehicles will require an audible back up alarm and amber color LED strobe lights model Grote 77353, or equal. Strobe lights are to be installed in all four corners (front grill and rear of box body) of truck. Strobes to be wired to a factory type or toggle switch inside of the cab.
- 4.13.22 DIAGNOSTICS COVERAGE:** The supplier shall furnish the Hino Insight for instant access to business intelligence and remote diagnostics to cover 5 years

**PHOTO NOT PROVIDED.**

<b>4.14</b>	<b>ITEM</b>	<b>QUANTITY</b>	<b>DESCRIPTION</b>
	12	4	<b>Class 6 19,501-26,000 GVW Hybrid Cab Over Chassis 84" CA, 4x2 DRW Service Body with 5,000 lbs. Crane &amp; Lift Gate</b>

**4.14.1 ENGINE:** Minimum 210 HP at 2,500M; 440 lbs. ft. torque at 1,500 RPM

- 4.14.2 GVWR:** Minimum 19,501 lbs./ Maximum 26,000 lbs.
- 4.14.3 HYBRID SYSTEM:** Unit shall be equipped with a hybrid adaptive control system, a drive mode idle stop, and an eco-mode driving switch. Hybrid system shall be furnished with a Ni-HM 288V battery. Traction motor maximum power to be 36 kW @ 1,000 rpm and the maximum torque to be 258 ft.-lb. @ 1,000 rpm. A hybrid indicator and eco lamp will come equipped on the dash.
- 4.14.4 FUEL SYSTEM:** Fuel tank shall hold a minimum of 30 gallons of Ultra Low Sulfur Diesel. Unit to be equipped with a heated fuel water separator. A minimum 4 gallon DEF tank shall be equipped, if applicable.
- 4.14.5 ELECTRICAL SYSTEM:** Two (2) parallel connection 12V batteries with 1244 CCA and a 130AMP Alternator.
- 4.14.6 TRANSMISSION/ DRIVE:** Automatic with overdrive; 5 speed minimum; Power Steering; 4x2 design
- 4.14.7 AXLES:** Front axle and spring capacity to be minimum 6,830 lbs. each and rear axle and spring capacity to be a minimum of 13,660 lbs. each.
- 4.14.8 SUSPENSION:** Heaviest Duty available to include heavy duty shock absorbers and independent struts with stabilization.
- 4.14.9 BRAKES:** Hydraulic system with dual circuit and disc brake for front and rear wheels. Parking brake will be mechanical, internal expanding acting on transmission output shaft.
- 4.14.10 EXHAUST BRAKE:** Electric-pneumatic with valve in exhaust pipe. Vegetation
- 4.14.11 DIMENSIONS:** Cab over single cab configuration. Cab to axle to be a minimum 84" inches.
- 4.14.12 WHEELBASE:** Wheelbase to be a minimum one hundred forty eight (148") inches.
- 4.14.13 WHEELS & TIRES:** Unit to be equipped with dual rear wheels (DRW). Wheels shall be 19.5x6.5 6-stud. Tires shall be 225/70R19.5. Tires will be all season pattern.
- 4.14.14 SEATING:** Capacity to be for three (3) individuals. Driver seat to be reclining with high back, passenger to be fixed high back, and middle to be fold away with back seat console.
- 4.14.15 MIRRORS:** OEM inside, standard type; outside, left and right, below eye level type, largest available offered by manufacturer, swing away type. Bottom of mirror to be adjustable convex type.
- 4.14.16 BODY:** Cab over design. Conventional body type will not be accepted.
- 4.14.17 REAR BUMPER:** Rear bumper must include a heavy duty 6" jaw width, 6" jaw opening with a 180 degree swivel base with lockdown and powder coated 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 656 HD* or equal.
- 4.14.18 LIFT GATE:** Service body type lift gate to be installed in place of tailgate. Lift gate heavy duty hydraulic electric with a maximum 1,500 lbs. Platform treadplate to be 1 piece, steel, with a minimum 27" inch loading depth and a minimum 3" inch taper end. Lift gate to be painted Black.
- 4.14.19 MISCELLEANOUS:** Cab and Chassis to be equipped with an auxiliary start system. Model number SST 312; or equivalent. Auxiliary start system port to be located front of unit.
- 4.14.20 UTILITY BODY SPECIFICATIONS**
- 4.14.21 MATERIAL:** 12 gauge steel construction
- 4.14.22 BODY LENGTH:** Approximately 132" inches.
- 4.14.23 BODY WIDTH:** Approximately 94" inches.
- 4.14.24 FLOOR WIDTH:** Approximately 50" inches.

**4.14.25 BODY HEIGHT:** Approximately 52" inches.

**4.14.26 CURBSIDE COMPARTMENTS:** 4 compartments

- 4.14.26.1** Curbside front compartment to be raised compartment to fit gas bottles for welding approximately 34" wide. Compartment shall be capable of holding acetylene and oxygen bottles approximately 60" inches tall.
- 4.14.26.1** Curbside second compartment to have one (1) adjustable/ removable shelf with a minimum of four (4) adjustable dividers.
- 4.14.26.2** Curbside middle compartment to be horizontal and have a reinforced shelf, with a minimum of ten (10) adjustable divider. Compartment to be a minimum 20" inches deep, approximately 48" to 68" inches long, and a minimum of 17" inches high with heavy duty chain supports.
- 4.14.26.3** Curbside rear compartment to have roll-out tool box tray and one adjustable removable shelf with minimum of six (6) dividers.

**4.14.27 STREETSIDE COMPARTMENTS:** 3 compartments

- 4.14.27.1** Streetside front compartment must have one (1) adjustable/ removable shelf with a minimum of four (4) adjustable dividers.
- 4.14.27.2** Streetside middle compartment to be horizontal and have a reinforced shelf, with a minimum of ten (10) adjustable divider. Compartment to be a minimum 20" inches deep, approximately 58" to 68" inches long, and a minimum of 17" inches high with heavy duty chain supports.
- 4.14.27.3** Streetside rear compartment must have one (1) adjustable/ removable shelf with a minimum of four (4) adjustable dividers.
- 4.14.27.4** All doors to be weather-sealed and positive horizontal door holders. Unit shall have a set of grab handles. Unit shall have cab rear window grill for window protection. A master locking system must be used for all compartments.

**4.14.28 CRANE:** Crane to be mounted curbside of unit. Utility body must be crane reinforced to accommodate up to a 1,400 lbs. crane. Crane must have a minimum lifting capacity of 5,500 lbs. @ 5ft and a minimum 1,050 lbs. @ 20ft. Crane boom must extend with power assist up to 16' feet and 20' through a wireless radio control. Crane must have 360° degree power rotation. Crane must have automatic overload protection. Utility body must contain heavy duty adjustable crane boom support.

**4.14.29 OUTRIGGERS:** Utility body must be equipped with a rear set of outriggers. Outriggers are to be manually operated.

**4.14.30 BUMPER:** Heavy duty, plain treadplate with a 12" inch raised mount. Bolted to the mount will be a 6" vice with replaceable jaws-curbside. Bumpers are to be designed to accommodate outriggers. Bumperettes are acceptable but design must not to interfere with operation of lift gate.

**4.14.31 LIGHTS:** Rear brake, parking, turn signal and back-up lights are to be mounted in highest possible location and must be hi intensity LED. Utility body must have once set (2 each) of rear work lights mounted on each side of the body facing rearward. Two 4" round amber strobe lights are to be mounted above or next to brake, parking and turn signal lights. All lights must be wired to up-fitter switches located inside of the cab of the truck.

**4.14.32 WELDER/AIR COMPRESSOR COMBINATION:** welder/air compressor is to be mounted on service body street side. Box must face forward position of service body. Welder to include a 50'feet spool of ground wire and 75'feet spool of stinger wire gauge 1-0. Unit is to come equipped with a rod holder. Welder is to have a minimum rated output of 250A AC/25V/ 100% and 250A DC/25V/ 100%. The generator output is to have minimum 10,000 watts peak, 9,000 watts continuous. Lug nuts must be provided to hook up ground & stinger to machine. Air compressor to supply 28 cfm at 175 psi, 100 percent duty cycle. Air compressor to be plumed as to supply air to a 75 feet hose reel located on street side of the utility body. Acceptable model Miller Bobcat 200 Air-Pak Welder/Air Compressor or equal.

**4.14.33 DELETED:**

**4.14.34 LUBE CONTAINER BRACKETS:** Utility body floor to contain brackets and support to accommodate 5qty, 5 gallon Jerry Can containers that will hold various fluids. Dimensions will be approximately 14"W x 7" D x 18 ¾" H.

**4.14.35 ICE CHEST/ WATER BRACKET:** 5 gallon water cast with mount, mounted streetside on top of utility tool box body, mount shall accommodate 19" diameter water container.

**4.14.36 SAFETY:** All vehicles will require an audible back up alarm and amber color LED strobe lights model Grote 77353, or equal. Strobe lights are to be installed on the front grill of chassis and rear panel body. Strobes to be wired to a factory type or toggle switch inside of the cab.

**PHOTO NOT PROVIDED.**

## 005 - SUPPLEMENTAL TERMS & CONDITIONS

### Original Contract Term.

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

### Liquidated Damages for Delay:

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

### 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 must be in writing and conform to the requirements of City Ordinance 2011-12-08-1014, as hereafter amended.

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

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

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

### Insurance:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Incorporation of Attachments:

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

Attachment A – Price Schedule

Attachment B – City of San Antonio Local Preference Program Forms

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



## 006 - GENERAL TERMS & CONDITIONS

Electronic 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 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, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.**

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

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

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

## **Records Retention.**

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period

established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

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

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

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

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

Prohibition on Contracts with Companies Boycotting Israel

Texas Government Code §2270.002 provide that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

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

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

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

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

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

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

Entire Agreement. This contract, including City's final electronically posted online version, together with its authorizing ordinance and its price schedule(s), 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.: ✓ 1006439  
Signer's Name: Keith Shoffstall  
Name of Business: Grande Truck Center  
Street Address: 4562 IH-10 East  
City, State, Zip Code: SAN ANTONIO, TX 78232  
Email Address: rshoffstall@grandetruck.com  
Telephone No.: 210-664-7112  
Fax No.: 210-664-7216  
City's Solicitation No.: 6100009903

Keith Shoffstall  
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

Attachment A

PRICE SCHEDULE

Local Preference Program (LPP) Ordinance

The 82nd Texas Legislature adopted a revision to the law that allowed the City of San Antonio (City) to adopt a policy that would grant contracting preferences to local businesses for certain types of contracts. The City adopted such a policy, known as the Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, 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.

ITEM PRICING

ITEM	QUANTITY	DESCRIPTION
1	1	¾ Ton 56" CA Utility Body Truck with Pipe Rack

PRICE EACH: \$ 35,120.<sup>00</sup>

TOTAL: \$ 35,120.<sup>00</sup>

YEAR, MAKE & MODEL CAB & CHASSIS OFFERED:

2018 or 2019 Ford F250 R1C 4x2 w/ Pipe Rack

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

6.2L V8 Ford 385 H.P.

TRANSMISSION OFFERED:

Ford 6 Speed Automatic

CAB & CHASSIS WARRANTY:

36 months or 36,000 miles basic warranty

CAB & CHASSIS WARRANTY SERVICE PROVIDER FACILITY NAME:

Grande Truck Center

CAB & CHASSIS WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

4562 IH-10 East

San Antonio, TX 78219

YEAR, MAKE & MODEL OF UTILITY BODY AND PIPE RACK OFFERED:

2018 Stahl CST98 VVS w/ ATE Custom Pipe Rack

UTILITY BODY AND PIPE RACK WARRANTY:

12 months

UTILITY BODY AND PIPE RACK WARRANTY SERVICE PROVIDER FACILITY NAME:

Axton Truck Equipment

UTILITY BODY AND PIPE RACK SERVICE PROVIDER FACILITY ADDRESS:

4844 Whirlwind Dr  
SA TX 78217

DELIVERY WILL BE MADE WITHIN 120-150 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: June 30<sup>th</sup> 2018

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: June 30<sup>th</sup> 2018

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

ITEM	QUANTITY	DESCRIPTION
2	1	1 Ton Extended Cab Utility Truck with Herbicide Tank

PRICE EACH: \$ 51,721.<sup>00</sup>

TOTAL: \$ 51,721.<sup>00</sup>

YEAR, MAKE & MODEL CAB & CHASSIS OFFERED:

2018 or 2019 Ford F350 Super Cab 4x4

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

6.7 L V8 Ford Diesel 450 H.P.

TRANSMISSION OFFERED:

6 speed Ford Automatic Transmission

CAB & CHASSIS WARRANTY:

36 months or 34,000 miles base warranty

CAB & CHASSIS WARRANTY SERVICE PROVIDER FACILITY NAME:

Grande Truck Center

CAB & CHASSIS WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

4562 IH-10 East  
SAN Antonio, TX 78219

YEAR, MAKE & MODEL HERBICIDE TANK OFFERED:

North Star Skid Sprayer Model # 268170

HERBICIDE TANK WARRANTY:

12 months

HERBICIDE TANK WARRANTY SERVICE PROVIDER FACILITY NAME:

Axton Truck Equipment

HERBICIDE TANK WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

4844 Whirlwind Dr.  
SAN Antonio, TX 78217

DELIVERY WILL BE MADE WITHIN 120-150 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: June 30, 2018

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: June 30 2018

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

ITEM	QUANTITY	DESCRIPTION
3	1	1 Ton Regular Cab 4x4 Long bed with Toolbox

PRICE EACH: \$ 39,414.<sup>00</sup>

TOTAL: \$ 39,414.<sup>00</sup>

YEAR, MAKE & MODEL CAB & CHASSIS OFFERED:

2018 or 2019 Ford F 350 RIC 4x4

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

Ford 6.7L V8 Diesel 450 H.P.

TRANSMISSION OFFERED:

Ford 6 Speed Automatic Transmission

WARRANTY:

36 months or 26,000 miles

WARRANTY SERVICE PROVIDER FACILITY NAME:

Grande Truck Center

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

4562 IH-10 East

San Antonio, TX 78219

MAKE & MODEL OF TOOLBOX OFFERED: WEG-127-5-02

Weather Guard Cross Bed Toolbox - Black Aluminum Trendplate

DELIVERY WILL BE MADE WITHIN 120-150 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: June 30, 2018

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ITEM	QUANTITY	DESCRIPTION
4	3	1 Ton Four Full Door 4x4 Pickup Truck w Toolbox

PRICE EACH: \$ 43,112.<sup>00</sup>

TOTAL: \$ 129,336.<sup>00</sup>

YEAR, MAKE & MODEL CAB & CHASSIS OFFERED:

2018 or 2019 Ford F350 Crew Cab 4x4

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

Ford 6.7L V-8 Diesel 450 H.P.

TRANSMISSION OFFERED:

Ford 6 speed Automatic Transmission

WARRANTY:

36 months or 36,000 miles

WARRANTY SERVICE PROVIDER FACILITY NAME:

Grande Truck Center

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

4562 IH-10 East

San Antonio, TX 78219

MAKE & MODEL OF TOOLBOX OFFERED:

WGB-127-5-02 WeatherGuard Black Aluminum Trendplak

DELIVERY WILL BE MADE WITHIN 120-150 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: June 30, 2018

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ITEM	QUANTITY	DESCRIPTION
5	1	1 Ton Four Full Door 4x2 Propane Fueled Pickup Truck
PRICE EACH: \$		<u>40,870.<sup>00</sup></u>
TOTAL: \$		<u>40,870.<sup>00</sup></u>

YEAR, MAKE & MODEL CAB & CHASSIS OFFERED:

2018 or 2019 Ford F350 CrewCab 4x2

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

Ford 6.2L Gas V8 Engine 385 H.P.

TRANSMISSION OFFERED:

Ford 6 speed Automatic Transmission

CAB & CHASSIS WARRANTY:

36 months or 36,000 miles

CAB & CHASSIS WARRANTY SERVICE PROVIDER FACILITY NAME:

Grande Truck Center

CAB & CHASSIS WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

4562 IH-10 East  
SAN Antonio, TX 78219

YEAR, MAKE & MODEL PROPANE SYSTEM OFFERED:

2018 NAT G LAEH-00.0-00.0-A1A1-0-0-400-3.51

PROPANE SYSTEM WARRANTY:

12 months

PROPANE SYSTEM WARRANTY SERVICE PROVIDER FACILITY NAME:

NAT G

PROPANE SYSTEM WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

4562 IH10 East  
SAN Antonio, TX 78219

DELIVERY WILL BE MADE WITHIN 120-150 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: June 30, 2018

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ITEM	QUANTITY	DESCRIPTION
6	1	1 Ton Four Full Door Cab 4x4 Pickup Truck w/ Toolbox and Lift Gate

PRICE EACH: \$ 45,436.<sup>00</sup>

TOTAL: \$ 45,436.<sup>00</sup>

YEAR, MAKE & MODEL CAB & CHASSIS OFFERED:

2018 or 2019 Ford F350 Crew Cab 4x4

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

Ford 6.7 L V-8 Diesel 450 H.P.

TRANSMISSION OFFERED:

Ford 6 speed Automatic Transmission

CAB & CHASSIS WARRANTY:

36 months or 36,000 miles

CAB & CHASSIS WARRANTY SERVICE PROVIDER FACILITY NAME:

Grade Truck Center

CAB & CHASSIS WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

4502 IH-10 East

San Antonio, TX 78219

MAKE & MODEL OF TOOLBOX OFFERED:

WEG-127-5-02 Weather Guard Black Aluminum Treadplate

YEAR, MAKE & MODEL LIFT GATE OFFERED:

MAX-C2-60-1542 TP38 Maxon 1500 lbs Steel

LIFT GATE WARRANTY:

12 months

LIFT GATE WARRANTY SERVICE PROVIDER FACILITY NAME:

Axlow Truck Equipment

LIFT GATE WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

4844 Whirlwind Dr.

San Antonio, TX 78217

DELIVERY WILL BE MADE WITHIN 120-150 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: June 30, 2018

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ITEM	QUANTITY	DESCRIPTION
7	1	1 Ton 56" CA Utility Body Truck with Ladder Rack

PRICE EACH: \$ 43,925.<sup>00</sup>

TOTAL: \$ 43,925.<sup>00</sup>

YEAR, MAKE & MODEL CAB & CHASSIS OFFERED:  
2018 or 2019

SPECIFIC MAKE & MODEL OF ENGINE OFFERED (INCLUDE SAE NET HP):  
Ford 6.7L V-8 Diesel Engine 450 H-P

TRANSMISSION OFFERED:  
Ford 6 speed Automatic Transmission

CAB & CHASSIS WARRANTY:  
36 months or 36,000

CAB & CHASSIS WARRANTY SERVICE PROVIDER FACILITY NAME:  
Genie Truck Center

CAB & CHASSIS WARRANTY SERVICE PROVIDER FACILITY ADDRESS:  
4562 IH-10 East  
San Antonio, TX 78219

YEAR, MAKE & MODEL OF UTILITY BODY AND LADDER RACK OFFERED:  
2018 Stahl CST98VVS Service Body ATE - Custom Ladder Rack

UTILITY BODY AND LADDER RACK WARRANTY:  
12 months

UTILITY BODY AND LADDER RACK WARRANTY SERVICE PROVIDER FACILITY NAME:  
Axon Truck Equipment



UTILITY BODY AND LADDER RACK SERVICE PROVIDER FACILITY ADDRESS:

4844 Whirlwind Dr.  
SAN Antonio, TX 78219

DELIVERY WILL BE MADE WITHIN 120-150 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: June 30, 2018

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ITEM	QUANTITY	DESCRIPTION
8	2	1 Ton 84" Cab to Axle DRW 4x2 with Traffic Utility Body

PRICE EACH: \$ 60,473.<sup>00</sup>

TOTAL: \$ 120,946.<sup>00</sup>

YEAR, MAKE & MODEL CAB & CHASSIS OFFERED:

2018 or 2019 Ford F350 R1C 4x2 Cab Chassis

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

Ford 6.7L V8 Diesel 330 HP.

TRANSMISSION OFFERED:

Ford 6 Speed Automatic Transmission

CAB & CHASSIS WARRANTY:

36 mo. H.S. or 50,000 miles

CAB & CHASSIS WARRANTY SERVICE PROVIDER FACILITY NAME:

Grande Truck Center

CAB & CHASSIS WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

4562 IH-10 East  
SAN Antonio, TX 78219

YEAR, MAKE & MODEL UTILITY BODY OFFERED:

UTEC Model UT11-576 TP

UTILITY BODY WARRANTY:

12 months

UTILITY BODY WARRANTY SERVICE PROVIDER FACILITY NAME:

UTEC

UTILITY BODY SERVICE PROVIDER FACILITY ADDRESS:

5860 Pfeil Road

Schertz, TX 78154

DELIVERY WILL BE MADE WITHIN 120-150 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: June 30, 2018

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ITEM	QUANTITY	DESCRIPTION
9	1	1 Ton 84" CA High Side Body Truck with Lift Gate

PRICE EACH: \$ 46,138.<sup>00</sup>

TOTAL: \$ 46,138.<sup>00</sup>

YEAR, MAKE & MODEL CAB & CHASSIS OFFERED:

2018 or 2019 Ford F350 Cab Chassis Reg Cab 4x2

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

Ford 6.7L V8 Diesel 330 H.P.

TRANSMISSION OFFERED:

Ford 6 speed Automatic Transmission

CAB & CHASSIS WARRANTY:

36 months or 26,000 miles

CAB & CHASSIS WARRANTY SERVICE PROVIDER FACILITY NAME:

Grande Truck Center

CAB & CHASSIS WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

4562 IH-10 East  
San Antonio, TX 78219

YEAR, MAKE & MODEL OF HIGH SIDE BODY AND LIFT GATE OFFERED:

2018 Reading H-12-D HD platform, G2 92-1650 TP41 Tummy gate

UTILITY OF HIGH SIDE BODY AND LIFT GATE WARRANTY:

12 months

UTILITY OF HIGH SIDE BODY AND LIFT GATE WARRANTY SERVICE PROVIDER FACILITY NAME:

Cobalt Truck Equipment

UTILITY OF HIGH SIDE BODY AND LIFT GATE SERVICE PROVIDER FACILITY ADDRESS:

11218 IH-10 East  
Converse, TX 78109

DELIVERY WILL BE MADE WITHIN 120-150 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: June 30, 2018

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ITEM	QUANTITY	DESCRIPTION
10	1	1 Ton Full Four Door 60" CA DRW 4x2 9ft Flatbed Truck with hinged drop down sides and Lift Gate

PRICE EACH: \$ 50,484.<sup>00</sup>

TOTAL: \$ 50,484.<sup>00</sup>

YEAR, MAKE & MODEL CAB & CHASSIS OFFERED:

2018 or 2019 Ford F350 Crew Cab Cab Chassis 4x2

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

Ford 6.7 L V-8 Diesel 330 H.P.

TRANSMISSION OFFERED:

Ford 6 speed Automatic Transmission

CAB & CHASSIS WARRANTY:

36 months or 36,000 miles

CAB & CHASSIS WARRANTY SERVICE PROVIDER FACILITY NAME:

Grande Truck Center

CAB & CHASSIS WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

4562 IH-10 East

San Antonio, TX 78219

YEAR, MAKE & MODEL OF FLATBED WITH DROP SIDES SIDE & LIFT GATE OFFERED:

2018 Reading model H-9-D HD Platform

Towing Gate G2 92-1650 TP41

FLATBED WITH DROP SIDES SIDE & LIFT GATE WARRANTY:

12 months

FLATBED WITH DROP SIDES SIDE & LIFT GATE WARRANTY SERVICE PROVIDER FACILITY NAME:

Osalt Truck Equipment

FLATBED WITH DROP SIDES SIDE & LIFT GATE SERVICE PROVIDER FACILITY ADDRESS:

11218 IH-10 East

Converse, TX 78109

DELIVERY WILL BE MADE WITHIN 120-150 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: June 30, 2018

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: June 30, 2018

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

ITEM	QUANTITY	DESCRIPTION
11	2	Class 5 14,001-16,000 GVW Cabover 14' Box Truck with Lift Gate

PRICE EACH: \$ NO BID

TOTAL: \$ \_\_\_\_\_

YEAR, MAKE & MODEL CAB & CHASSIS OFFERED:  
\_\_\_\_\_

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

TRANSMISSION OFFERED:  
\_\_\_\_\_

CAB & CHASSIS WARRANTY:  
\_\_\_\_\_

CAB & CHASSIS WARRANTY SERVICE PROVIDER FACILITY NAME:  
\_\_\_\_\_  
\_\_\_\_\_

CAB & CHASSIS WARRANTY SERVICE PROVIDER FACILITY ADDRESS:  
\_\_\_\_\_  
\_\_\_\_\_

YEAR, MAKE & MODEL OF 14 ft. BOX & LIFT GATE OFFERED:  
\_\_\_\_\_  
\_\_\_\_\_

14 ft. BOX & LIFT GATE WARRANTY:  
\_\_\_\_\_  
\_\_\_\_\_

14 ft. BOX & LIFT GATE WARRANTY SERVICE PROVIDER FACILITY NAME:  
\_\_\_\_\_  
\_\_\_\_\_

14 ft. BOX & LIFT GATE SERVICE PROVIDER FACILITY ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

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

PRODUCTION CUT-OFF DATE: \_\_\_\_\_

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

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

ITEM	QUANTITY	DESCRIPTION
12	4	Class 6 19,501-26,000 GVW Hybrid Cab Over Chassis 84" CA, 4x2 DRW Service Body with 5,000 lbs. Crane & Lift Gate

PRICE EACH: \$ no Bid \_\_\_\_\_

TOTAL: \$ \_\_\_\_\_

YEAR, MAKE & MODEL CAB & CHASSIS OFFERED:

\_\_\_\_\_

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

\_\_\_\_\_

TRANSMISSION OFFERED:

\_\_\_\_\_

CAB & CHASSIS WARRANTY:

\_\_\_\_\_

CAB & CHASSIS WARRANTY SERVICE PROVIDER FACILITY NAME:

\_\_\_\_\_

\_\_\_\_\_

CAB & CHASSIS WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

YEAR, MAKE & MODEL UTILITY SERVICE BODY, CRANE AND LIFT GATE OFFERED:

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SERVICE BODY, CRANE AND LIFT GATE WARRANTY:

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SERVICE BODY, CRANE AND LIFT GATE WARRANTY SERVICE PROVIDER FACILITY NAME:

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SERVICE BODY, CRANE AND LIFT GATE WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

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

PRODUCTION CUT-OFF DATE: \_\_\_\_\_

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

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

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



## City of San Antonio

### ADDENDUM I

**SUBJECT:** Formal Invitation For Bid (IFB) 6100009903 PURCHASE OF MEDIUM DUTY TRUCKS scheduled to open Wednesday, February 21, 2018 date of issue February 5, 2018.

**DATE:** February 20, 2018

**THE ABOVE MENTIONED INVITATION FOR BID (IFB) IS HEREBY AMENDED AS FOLLOWS:**

- 1. THE BID OPENING IS HEREBY EXTENDED TO WEDNESDAY, ~~FEBRUARY 28, 2018~~ 2:00 P.M. CENTRAL TIME.**
- 2. IFB Document Section 004 – Specifications / Scope of Services:**

**Changed to read:**

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

City of San Antonio,  
Northeast Service Center,  
10303 Tool Yard, Bldg. #2,  
San Antonio, TX 78233  
Attn: Acquisitions

Delivery to a non-specified location will result in non-acceptance of the equipment by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS. Vehicles will be accepted 8:00 A.M. to 3:00 P.M. CST. Vehicles with more than 1250 miles accumulated on the odometer will not be accepted. All vehicles are required to have a full tank(s) when delivered to City specified location.

**Changed to read:**

- 4.2.4 Literature and Equipment Manuals – The supplier shall furnish (2) complete sets per vehicle type, of the following: Parts Manual, Maintenance Manual, Service Manual, and Operators Manual, or (4) USB drives with Parts Manual, Maintenance Manual, Service Manual, and Operators Manual, The supplier shall furnish (4) complete sets of detailed literature and specifications of each vehicle type upon contract award. On-line access of Parts Manual, Maintenance Manual, and Service Manual, and Operators Manual is also acceptable.**



Added:

4.2.18 All trucks shall be provided with limited slip or locking rear axle.

4.3	ITEM	QUANTITY	DESCRIPTION
	1	1	¾ Ton 56" CA Utility Body Truck with Pipe Rack

4.3.1 ENGINE: minimum 6 cylinders capable of delivering a minimum 360-HP.

Changed to read:

4.4	ITEM	QUANTITY	DESCRIPTION
	2	1	1 Ton Extended Cab Utility Truck with Herbicide Tank

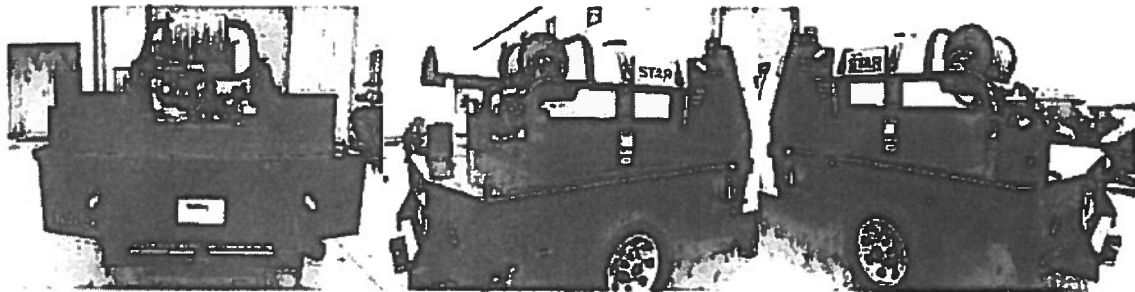
Changed to read:

4.4.4 SUSPENSION: Heaviest duty available to include heavy duty shock absorbers and independent struts with stabilization. Unit shall be equipped with a Timbren Suspension Enhancement System (or equivalent function system) kit to rear axle to keep the vehicle at a level position when fully loaded.

Changed to read:

4.4.8 TIRES & WHEELS: Tires to meet or exceed minimum gross vehicle weight rating of vehicle, all terrain tread design.

Added:



4.5	ITEM	QUANTITY	DESCRIPTION
	3	1	1 Ton Regular Cab 4x4 Long bed with Toolbox

Changed to read:

4.5.7 WHEELBASE: Wheelbase to be a minimum 133" inches.

Changed to read:

4.5.11 SEATING: Vinyl seating and upholstery. Front seats 40-20-40 and fold center console.

4.6	ITEM	QUANTITY	DESCRIPTION
	4	3	1 Ton Four Full Door 4x4 Pickup Truck w Toolbox

Changed to read:

4.6.6 DIMENSION: Four full door cab configuration, minimum 8ft. truck bed.

Changed to read:

4.6.8 TIRES & WHEELS: Single rear wheel equipped. Tires to meet or exceed minimum gross vehicle weight rating of vehicle, all terrain tread design.

4.7	ITEM	QUANTITY	DESCRIPTION
	5	1	1 Ton Four Full Door 4x2 Propane Fueled Pickup Truck

Changed to read:

4.7.9 FUEL SYSTEM: Minimum 40 gallon tank capacity, to be certified to use Propane. Liquid propane injection system to ICOM JTG II Bi Fuel Propane Liquid Injection System or equivalent. Fuel lines to be stainless steel. In-bed fuel tank is acceptable.

Changed to read:

4.7.11 SEATING: Front bucket seats and center console and rear bench, 40/20/40 bench will also be accepted.

4.8	ITEM	QUANTITY	DESCRIPTION
	6	1	1 Ton Four Full Door Cab 4x4 Pickup Truck w/ Toolbox and Lift Gate

Changed to read:

4.8.6 DIMENSION: Four full door cab configuration, minimum 8ft bed.

Changed to read:

4.8.8 TIRES & WHEELS: Single rear wheels, tires to meet or exceed minimum gross vehicle weight rating of vehicle, all terrain tread design

Changed to read:

4.8.11 TOW PACKAGE: 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).

4.10	ITEM	QUANTITY	DESCRIPTION
	8	2	1 Ton 84" Cab to Axle DRW 4x2 with Traffic Utility Body

Changed to read:

4.10.1 ENGINE: Minimum 6 cylinders capable of delivering a minimum 325 HP.

Changed to read:

4.10.13.6 PIPE/TUBING RACK: Pipe and tubing rack made with square tubing and expanding metal to measure a minimum 14" inches wide x 10" tall x 169" long mounted on top of a cage that has an access door that is lockable. Cage to be constructed of square tubing and expanded metal sides mounted on a solid metal plate. The topmost cross supports shall be flat steel and spaced as shown in attachment. Lockable ladder rack on the curbside outer surface of pipe tubing rack.

Changed to read:

4.10.13.8 MISCELLANEOUS: 5 gallon water cast with mount, mounted curbside on top of tool box, mount shall accommodate 19" diameter water container.

Changed to read:

4.10.13.10 HINGED BOXES: Two (2) horizontally hinged boxes are to be mounted on curb and street side long enough to cover the length of the platform body, approximately 16" tall and 13" deep, with reinforced 1/8" steel treadplate top plate and (1) 18"x18"x36" jack hammer chest box to be mounted against bulkhead. All tool boxes shall be water tight.

Added:

4.10.13.11 CONE HOLDER: Unit to be equipped with one cone holder to hold up to 5 street cones, mounted at truck rear. See photo for placement.

Added:

4.10.18 POWER INVERTER: One 3000-Watt power for AC devices rated up to 3000-Watt delivering 3000-Watt of continuous AC power with high surge capacity for devices that require up to 6000-Watt to start. Multiple power outlets convenient plug options include two 3-prong AC outlets to support multiple devices. Safety shut off temp and overload protection, high/ low voltage protection and overload turn-off features for safety and reliability. Approved make is the Aims PWRINV300012120V or equivalent.

4.11	ITEM	QUANTITY	DESCRIPTION
	9	1	1 Ton 84" CA High Side Body Truck with Lift Gate

Changed to read:

4.11.1 ENGINE: Minimum 6 cylinders capable to deliver a minimum 325 HP.

4.12	ITEM	QUANTITY	DESCRIPTION
	10	1	1 Ton Full Four Door 60" CA DRW 4x2 9ft Flatbed Truck with hinged drop down sides and Lift Gate

Changed to read:

4.12.1 ENGINE: Minimum 6 cylinders able to deliver a minimum of 325 HP; 8 cylinders engine acceptable

4.13	ITEM	QUANTITY	DESCRIPTION
	11	2	Class 5 14,001-16,000 GVW Cabover 14' Box Truck with Lift Gate

Added:

4.13.22 DIAGNOSTICS COVERAGE: The supplier shall furnish the Hino Insight for instant access to business intelligence and remote diagnostics to cover 5 years

4.14	ITEM	QUANTITY	DESCRIPTION
	12	4	Class 6 19,501-26,000 GVW Hybrid Cab Over Chassis 84" CA, 4x2 DRW Service Body with 5,000 lbs. Crane & Lift Gate

Changed to read:

4.14.11 DIMENSIONS: Cab over single cab configuration. Cab to axle to be a minimum 84" inches.

Changed to read:

4.14.28 CRANE: Crane to be mounted curbside of unit. Utility body must be crane reinforced to accommodate up to a 1,400 lbs. crane. Crane must have a minimum lifting capacity of 5,500 lbs. @ 5ft and a minimum 1,050 lbs. @ 20ft. Crane boom must extend with power assist up to 16' feet and 20' through a wireless radio control. Crane must have 360° degree power rotation. Crane must have automatic overload protection. Utility body must contain heavy duty adjustable crane boom support.

Changed to read:

4.14.32 WELDER/AIR COMPRESSOR COMBINATION: welder/air compressor is to be mounted on service body street side. Box must face forward position of service body. Welder to include a 50'feet spool of ground wire and 75'feet spool of stinger wire gauge 1-0. Unit is to come equipped with a rod holder. Welder is to have a minimum rated output of 250A AC/25V/ 100% and 250A DC/25V/ 100%. The generator output is to have minimum 10,000 watts peak, 9,000 watts continuous. Lug nuts must be provided to hook up ground & stinger to machine. Air compressor to supply 28 cfm at 175 psi, 100 percent duty cycle. Air compressor to be plumbed as to supply air to a 75 feet hose reel located on street side of the utility body. Acceptable model Miller Bobcat 200 Air-Pak Welder/Air Compressor or equal.

Changed to read:

4.14.33 DELETED:

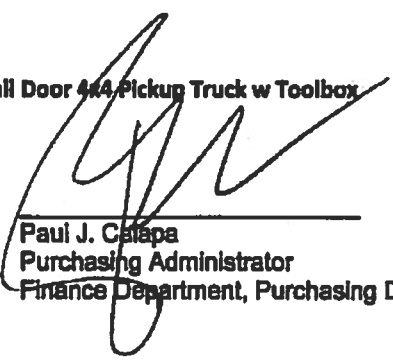
Changed to read:

**4.14.35 ICE CHEST/ WATER BRACKET:** 5 gallon water cast with mount, mounted streetside on top of utility tool box body, mount shall accommodate 19" diameter water container.

**PRICE SCHEDULE**

**ITEM PRICING**

<b>ITEM</b>	<b>QUANTITY</b>	<b>DESCRIPTION</b>
4	3	1 Ton Four Full Door 4x4 Pickup Truck w Toolbox



Paul J. Calapa  
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