



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

FORMAL INVITATION FOR BID ("IFB") NO.: 6100005971

PURCHASE OF HEAVY EQUIPMENT II

Date Issued: JULY 20, 2015

BIDS MUST BE RECEIVED NO LATER THAN:
2:00 PM (CENTRAL TIME) AUGUST 5, 2015

ORIGINAL

Bids may be submitted by any of the following means:
Electronic submission through the Portal
Hard copy in person or by mail

Address for hard copy responses:

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

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

For Hard Copy Submissions, Mark Envelope

"PURCHASE OF HEAVY EQUIPMENT II"

Bid Due Date: 2:00 p.m. central time, AUGUST 5, 2015

Bid No.: 6100005971

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 JULY 23, 2015 at 2:00 at the BUILDING & EQUIPMENT SERVICES, 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
PHONE: 210-207-2078
FAX: 210-207-2078

002 - TABLE OF CONTENTS

002 - TABLE OF CONTENTS.....	2
003 - INSTRUCTIONS FOR BIDDERS	3
004 - SPECIFICATIONS / SCOPE OF SERVICES.....	9
005 - SUPPLEMENTAL TERMS & CONDITIONS	27
006 - GENERAL TERMS & CONDITIONS	30
007 - SIGNATURE PAGE.....	35
008 - STANDARD DEFINITIONS	36
009 - ATTACHMENTS	38

003 - INSTRUCTIONS FOR BIDDERS

Submission of Bids.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

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

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

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

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

Pre-Submittal Conference.

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

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

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

Changes to IFB.

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

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

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

Preparation of Bids.

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

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

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

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

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

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

Description of Supplies.

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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

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

Interlocal Participation.

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

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

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

Rejection of Bids.

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

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

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

The bid is conditional; or

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

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

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

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

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

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

Evaluation and Award of Contract.

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

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

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

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

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

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

Inspection of Facilities/Equipment.

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

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

Prompt Payment Discount.

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

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

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

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

Bid Protest Procedures.

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

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

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

Prohibited Financial Interest. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any

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

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

004 - SPECIFICATIONS / SCOPE OF SERVICES

- 4.1 SCOPE:** The City of San Antonio is soliciting bids to provide heavy equipment which include forklifts, tracked dozers, excavator, pneumatic roller, trailer mounted pressure washer, asphalt distributors, wheel loaders, trailer mounted self feeding brush trailer, and a 32' show trailer in accordance with the Building and Equipment Services Department specifications listed herein. This equipment will be utilized by the following departments; Transportation & Capital Improvements, Parks & Recreation, and Convention Center & Facilities, Aviation and Solid Waste Management 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.
- 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:
- Vendor must deliver equipment to:
- 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. central time. Vehicles with more than 3000 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** Equipment Manuals – Successful bidder shall furnish one` set of operator manuals covering all major components of the vehicle for each unit delivered. Successful bidder shall also provide two (2) complete sets of repair and parts manuals or CDs for each item bid, to include all major components, or prepaid 8-year subscription to manufacturer's maintenance/parts web site at no cost to the City. If, applicable, successful bidder shall provide a minimum (2) diagnostic software licenses and or software updates if diagnostic software is already currently being used by the City for a minimum (5) years after date of delivery.

- 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 non-responsive, 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 will be submitted in triplicate and will include complete manufacturer's specifications for each model being bid.
- 4.2.9 Any equipment furnished must meet all Federal and State safety requirements and must be certified as minimum Tier IV Interim emissions compliant. Tier IV shall be offered. The engine offered by bidder must meet the Environmental Protection Agency (EPA) emission standards in effect at the time the bid is submitted. Bidder shall submit a copy of the applicable EPA certificate with its bid.
- 4.2.10 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.**
- 4.2.11 Unless otherwise specified all equipment is to be standard OEM colors.
- 4.2.12 VEHICLE INSPECTION: The vendor shall have each vehicle properly inspected in compliance with Texas motor vehicle laws. Texas Inspection Certificate shall accompany the vehicle when delivered to the receiving entity of the City of San Antonio.
- 4.2.12.1 CHECK-IN INSPECTION: The City shall check the vehicle upon delivery to ensure compliance with this specification and any other specific requirements. The vendor shall deliver with the vehicle a vehicle-specific line-setting ticket, manufacturer's invoice, and MSO or any official documentation to verify the fact that ordered options, GVWR rating, and other requirements have been met.
- 4.2.12.2 Failure meet requirements as listed in document specifications may cause the delay of payment. Payment will be made within 30 days or payment terms after vehicle's acceptance or receipt of correct invoice, whichever is later. Acceptance will not be made, nor payment initiated on vehicles failing to meet specifications (unless they are brought into full compliance), and all necessary documents (i.e. MSO, odometer statement, etc.) are received by the City.
- 4.2.12.3 The City shall have a maximum of 5 working days to complete this inspection. Sample of inspection check list is attached as Attachment Exhibit 1. **The inspection check list will be completed by City of San Antonio personnel after vehicle has been delivered.**
- 4.2.13 BRAND NAMES: Manufacturer names, trade names, brand names, and product numbers used herein are for the purpose of describing and establishing tested, compatible, approved and acceptable products that are of the type and quality required by the City. The use of pre-approved brand names are not intended to limit competition; therefore the phrase "or equal" is added. For purposes of this contract, the proposed "or equal" products shall require close adherence to the established standards of performance and quality inherently derived and reasonably expected from the brand named products specified herein. The City shall be the sole judge of equality and suitability.

4.3	ITEM	QUANTITY	DESCRIPTION
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1 1 8K Propane Forklift

- 4.3.1 **ENGINE:** Minimum, 80 SAE HP at recommended manufacture RPM, LPG power engine with electronic governor and automatic engine protection, shutdown system. Must be EPA complaint fuel system and U.L. classified type LP.
- 4.3.2 **TRANSMISSION:** Power shift automatic torque converter type with minimum one (1) forward and one (1) reverse gear. All configurations to have neutral safety start switch and single lever control for reversing directions.
- 4.3.3 **LOAD CAPACITY:** The forklift shall have a minimum lift capacity of 8,000 lb (12,000 lb maximum) at 24 inch load center
- 4.3.4 **MAST:** Mast will need to be of triple stage D
- 4.3.5 **FORKS:** Class III pallet forks. Max fork height must be a minimum of 180 inches. Forks must be a minimum 1.5 inch thick and 4.5 inches wide X 42 inches long. ITA class III side shift capability with minimum 38 inch fork spread and 5 inch total side shift.
- 4.3.6 **ACCESSORIES:** Power steering, audible back-up alarm, low LPG fuel warning light, amber strobe light mounted to top of OHG, dual (2) OHG mounted adjustable headlights, tail lights and turn signals, cowl mounted control levers, tilt steering wheel, minimum one (1) rear view convex mirror and hour meter. Minimum two (2) keys shall be provided. Unit is to rear wheel steering with lift points, a shovel attachment, and a rain guard.
- 4.3.7 **FUEL TANK(S):** Unit shall include two (2) LPG tanks, size will be #43. One shall be delivered installed on the unit and filled to capacity and the other will be a filled spare
- 4.3.8 **TIRES:** Tires must be solid pneumatic, non-marking type.

4.4 ITEM QUANTITY DESCRIPTION

2 2 Diesel Dozer Construction Tracked Excavator

- 4.4.1 **UPPERSTRUCTURE ENGINE:** Engine minimum Tier IV Interim diesel, 4 cycle, inline 4 cylinder, liquid cooled, electronic controlled, vertical canister style lube filter attached to engine. Remote mount primary fuel/water separator.
- 4.4.2 **GROSS RATING:** Minimum 173HP @ 2200 RPM, 498 ft. lb. Torque @1050-1600 RPM.
- 4.4.3 **MINIMUM NET RATINGS:**
 - 4.4.3.1 173 HP @ 2200.RPM.
 - 4.4.3.2 Maximum slope: 30 degree
 - 4.4.3.3 24 volt starter, 100 amp alternator, two SAE #C31-S 1000 CCA batteries, two-stage dry type air cleaner with centrifugal pre-cleaner and safety element. Evacuator valve and service indicator.
- 4.4.4 **HYDRAULIC SYSTEM:**
 - 4.4.4.1 **PUMPS:** One load-sensing, axial piston pump; oil flow 0-100 GPM (0-378 L/min). One gear pump, pilot, 6GPM (00L/min).
 - 4.4.4.2 **SYSTEM MONITOR:** Electronic monitor in cab indicates low hydraulic fluid level, high hydraulic fluid temperature, system working pressure, system pilot pressure.
- 4.4.5 **SYSTEM SPECIFICATIONS:**

- 4.4.5.1 FOUR CYLINDERS: 1 tool: 4.25" ID, 3.0" rod (108 mm x 76 mm), 25.9" (658 mm) stroke. 2 hoist: 3.50" ID, 2.559" rod (121 mm x 85 mm), 31.0" (787 mm) stroke. 1 telescope: 3.75" ID, 2.75" rod (95 mm x 70 mm), 14' (4.27 m) stroke.
- 4.4.5.2 FOUR HYDRAULIC MOTORS: Swing, 50hp; tilt, 21 hp; 2 propel motors, 120 hp (89 kW) each.
- 4.4.6 FUEL CAPACITY: Minimum 90 gallons, Diesel.
- 4.4.7 OPERATING PRESSURES:
 - 4.4.7.1 Hoist: 4,900 psi
 - 4.4.7.2 Tilt: 2,500 psi
 - 4.4.7.3 Swing: 3,000 psi
 - 4.4.7.4 Tool: 4,900 psi
 - 4.4.7.5 Telescope: 4,900 psi
 - 4.4.7.6 Propel: 4,900 psi
 - 4.4.7.7 Pilot System: 550 psi
- 4.4.8 OIL CAPACITY: Reservoir system 65 gallons (246 L). Pressurized reservoir with visual oil level gauges.
- 4.4.9 FILTRATION SYSTEM: 10 micron return filter, 10 micron pilot filter. Fin and tube-type oil cooler with thermal by-pass and relief valves. Pressure-compensated, load-sensing valves with circuit reliefs in all circuits.
- 4.4.10 OPERATOR CAB: All-weather cab with tinted safety glass windows, skylight, acoustical lining, four-way adjustable operator's seat, AM/FM radio, filtered fresh air heater, defroster, and A/C. Front window slides to overhead storage. Rearview mirrors on right and left sides. Standard equipment includes windshield wiper and washer, swing lights and work lights.
- 4.4.11 OPERATOR CONTROLS: Two electronic joysticks (hoist and bucket, telescope and swing), one rocker switch (tilt) control upper structure. Joysticks mounted on arm pods, independently adjustable for individual operator comfort and convenience. Quick change joystick pattern switch located on instrumental panel. Joysticks are self-centering; when controls are released, power for movement disengages and swing and tilt brake set automatically. Two electronic foot pedals (with handles) control crawler travel speed and direction, crawler steering, and crawler brakes. Toggle switch on arm pod allows selection of two crawler speed ranges.
- 4.4.12 ENGINE CONTROLS AND INSTRUMENTATION: Key operated ignition/starter switch, throttle, and main battery disconnect switch. Air cleaner condition indicator. Electronic monitor indicates fuel level, low battery charge, lube oil pressure, high coolant temperature, engine rpm, and engine hours. Fuel saving auto idle feature sends engine rpm to idle when control circuits are in neutral for seven seconds.
- 4.4.13 SWING: Priority swing circuit with axial piston motor. Planetary transmission. Swing speed: 8.0 rpm.
- 4.4.14 SWING BRAKE: Automatic spring-set/hydraulic release wet disc parking brake. Dynamic braking is provided by the hydraulic system.
- 4.4.15 CRAWLER DRIVE: Dual range, high torque piston motor powers each track. Three-stage planetary drive with integral speed limiting valve and automatic spring-set/hydraulic release wet disc parking brake.
- 4.4.16 TRAVEL SPEED: (Minimum on flat, level surface).
 - 4.4.16.1 High Speed: 3.4 mph (5.5 km/h)
 - 4.4.16.2 Low Speed: 1.9 mph (3.1 km/h)
 - 4.4.16.3 Automatic two-speed control shifts crawler drive into low speed under difficult travel conditions. Manual override switches for loading the machine for transport.
- 4.4.17 GRADEABILITY: 58%, limited by engine lubrication requirements.
- 4.4.18 INDIVIDUAL TRACK CONTROL: Tracks counter-rotate to pivot machine about the swing centerline. Electronically operated travel alarm signals crawler movement in either direction.
- 4.4.19 DRAWBAR PULL: Minimum 38,324 lb (170 kN).

4.4.20 FUNCTION FORCE:

4.4.20.1 RATED BOOM FORCE: minimum 22,075 lb (98.2 kN).

4.4.20.2 RATED BUCKET BREAKOUT FORCE: minimum 19,300 lb (86 kN).

4.4. BUCKET SPECIFICATIONS: 66" Ditching Bucket (Acceptable model Gradall Part# 8065-6006).

4.5	ITEM	QUANTITY	DESCRIPTION
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3	1	Diesel Dozer Construction Tracked Excavator
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4.5.1 UPPERSTRUCTURE ENGINE: Engine minimum Tier IV Interim diesel, 4 cycle, inline 4 cylinder, liquid cooled, electronic controlled, Vertical canister style lube filter attached to engine. Remote mount **primary fuel/water separator**.

4.5.2 GROSS RATING: Minimum 173HP @ 2200 RPM (129kw) 498 ft. lb. Torque @1050-1600 RPM.

4.5.3 NET RATING:

4.5.3.1 173 HP @ 2200.RPM

4.5.3.2 Maximum slope: 30 degrees

4.5.3.3 24 volt starter, 100 amp alternator, two SAE #C31-S 1000 CCA batteries, two-stage dry type air cleaner with centrifugal pre-cleaner and safety element. Evacuator valve and service indicator.

4.5.4 HYDRAULIC SYSTEM:

4.5.4.1 PUMPS: One load-sensing, axial piston pump; oil flow 0-100 GPM (0-378 L/min). One gear pump, pilot, 6GPM (00L/min).

4.5.4.2 SYSTEM MONITOR: Electronic monitor in cab indicates low hydraulic fluid level, high hydraulic fluid temperature, system working pressure, system pilot pressure.

4.5.5 SYSTEM SPECIFICATIONS:

4.5.5.1 FOUR CYLINDERS: 1 tool: 4.25" ID, 3.0" rod (108 mm x 76 mm), 25.9" (658 mm) stroke. 2 hoist: 3.50" ID, 2.559" rod (121 mm x 85 mm), 31.0" (787 mm) stroke. 1 telescope: 3.75" ID, 2.75" rod (95 mm x 70 mm), 14' (4.27 m) stroke.

4.5.5.2 FOUR HYDRAULIC MOTORS: Swing, 64hp (48 kW); tilt, 21 hp (16 kW); 2 propel motors, 120 hp (89 kW) each.

4.5.6 FUEL CAPACITY: Minimum 90 gallons, Diesel.

4.5.7 OPERATING PRESSURES:

4.5.7.1 Hoist: 4,900 psi

4.5.7.2 Tilt: 2,500 psi

4.5.7.3 Swing: 3,000 psi

4.5.7.4 Tool : 4,900 psi

4.5.7.5 Telescope: 4,900 psi

4.5.7.6 Propel : 4,900 psi

4.5.7.7 Pilot System : 550 psi

4.5.8 OIL CAPACITY: Reservoir system 65 gallons (246 L). Pressurized reservoir with visual oil level gauges.

4.5.9 FILTRATION SYSTEM: 10 micron return filter, 10 micron pilot filter. Fin and tube-type oil cooler with thermal by-pass and relief valves. Pressure-compensated, load-sensing valves with circuit reliefs in all circuits.

- 4.5.10 OPERATOR CAB: All-weather cab with tinted safety glass windows, skylight, acoustical lining, four-way adjustable operator's seat, AM/FM radio, filtered fresh air heater, defroster, and A/C. Front window slides to overhead storage. Rearview mirrors on right and left sides. Standard equipment includes windshield wiper and washer, swing lights and work lights.
- 4.5.11 OPERATOR CONTROLS: Two electronic joysticks (hoist and bucket, telescope and swing), one rocker switch (tilt) control upper structure. Joysticks mounted on arm pods, independently adjustable for individual operator comfort and convenience. Quick change joystick pattern switch located on instrumental panel. Joysticks are self-centering; when controls are released, power for movement disengages and swing and tilt brake set automatically. Two electronic foot pedals (with handles) control crawler travel speed and direction, crawler steering, and crawler brakes. Toggle switch on arm pod allows selection of two crawler speed ranges.
- 4.5.12 ENGINE CONTROLS AND INSTRUMENTATION: Key operated ignition/starter switch, throttle, and main battery disconnect switch. Air cleaner condition indicator. Electronic monitor indicates fuel level, low battery charge, lube oil pressure, high coolant temperature, engine rpm, and engine hours. Fuel saving auto idle feature sends engine rpm to idle when control circuits are in neutral for seven seconds.
- 4.5.13 SWING: Priority swing circuit with axial piston motor. Planetary transmission. Swing speed: 7.0 rpm.
- 4.5.14 SWING BRAKE: Automatic spring-set/hydraulic release wet disc parking brake. Dynamic braking is provided by the hydraulic system.
- 4.5.15 CRAWLER DRIVE: Dual range, high torque piston motor powers each track. Three-stage planetary drive with integral speed limiting valve and automatic spring-set/hydraulic release wet disc parking brake.
- 4.5.16 TRAVEL SPEED: (Minimum on flat, level surface)
- 4.5.16 High Speed: 3.4 mph (5.5 km/h)
- 4.5.16 Low Speed: 1.9 mph (3.1 km/h)
- 4.5.16 Automatic two-speed control shifts crawler drive into low speed under difficult travel conditions. Manual override switches for loading the machine for transport.
- 4.5.17 GRADEABILITY: 58%, limited by engine lubrication requirements.
- 4.5.18 INDIVIDUAL TRACK CONTROL: Tracks counter-rotate to pivot machine about the swing centerline. Electronically operated travel alarm signals crawler movement in either direction.
- 4.5.19 DRAWBAR PULL: minimum 38,324 lb (170 kN)
- 4.5.20 FUNCTION FORCE:
- 4.5.20.1 RATED BOOM FORCE: minimum 24,941 lb (111 kN)
- 4.5.20.2 RATED BUCKET BREAKOUT FORCE: minimum 25,405 lb (113 kN)
- 4.5.21 BUCKET SPECIFICATIONS: Teleslick Attachment and Bucket combination (Acceptable model Gradall Part # 8055-5001 or proven equal)

4.6 DELETED:

4.7	ITEM	QUANTITY	DESCRIPTION
	5	1	Dozer Crawler

- 4.7.1 ENGINE: EPA compliant diesel, 4 cycle, minimum 6 cylinder, minimum 110 SAE net flywheel horsepower. Full flow, two stage fuel filtering with water separator, double element dry type air cleaner with turbo type pre-cleaner and service indicator.

- 4.7.2 **TRANSMISSION:** Hydrostatic or Countershaft or planetary type transmission, single stage and torque converter driven. Minimum of three (3) speeds forward and three (3) reverse or infinitely variable. Must have replaceable full flow filters and a suction line screen.
- 4.7.3 **STEERING:** Foot or hand operated (combination of hand or foot acceptable) with multiple disc or contracting band type brake system controlling each track separately.
- 4.7.4 **FINAL DRIVE:** Double reduction with pinion/ bull gear arrangement or planetary. A sprocket inner bearing seal trash guard will be provided on each side. High drive acceptable.
- 4.7.5 **UNDERCARRIAGE:** Box section track frame construction with a minimum of seven (7) lower rollers and one (1) idler (carrier) rollers on each side, tracks and rollers all sealed and permanently lubricated. Sprocket and idler will be protected by (inner and outer) rock guards. Track frame covers and sprocket guards will be provided. Hydraulic track adjusters. Full length, heavy duty, bottom/drive train protection with pull/tow hook. Track guides required front and rear. Track shoes, minimum 28 inches wide, full heavy duty grousers. Track gauge, minimum 70 inches. Maximum ground pressure 5.0 PSI. Track rails to be abrasion resistant, sealed and lubricated (SALT).
- 4.7.6 **POWER TILT / ANGLE BLADE:** Straight blade, width 120 to 135 inches, height minimum 42 inches minimum, 3.4 cu yard, hydraulically actuated and equipped with hydraulic tilt and angle controls.
- 4.7.7 **DRAWBAR:** Ridged, heaviest duty available, with pin.
- 4.7.8 **COOLING SYSTEM:** Heavy duty grill and brush screen, anti-sand blast or armored core radiator. Reversible fan. System to be protected to -20° F.
- 4.7.9 **OPERATIONG WEIGHT:** Minimum basic operating weight 25,000 lbs.
- 4.7.10 **CAB:** All weather pressurized OSHA Standard ROPS/FOPS cab with air conditioning and filters (roof mounted air conditioning is not acceptable). Adjustable high back, fabric suspension seat, windows and windshield to be tinted safety glass, neutral start mechanism, seat belts. Two (2) front and two (2) rear floodlights, front and rear LED strobe lights mounted in protected areas, AM /FM radio, dash lighting, parking brake, hot water heater with defroster.
- 4.7.11 **ELECTRICAL & INSTRUMENTATION:** 24-volts, minimum 100 amp alternator, engine oil temperature and pressure gauge, hydraulic oil temperature gauge, hour meter, tachometer, ammeter, torque converter temperature and pressure gauge.
- 4.7.12 **ACCESSORIES:** Full vandalism protection to include keyed alike locks for doors, engine side panels, filler caps and covers. Three sets of keys will be provided with unit.

4.8	ITEM	DESCRIPTION	DESCRIPTION
	6	1	3 Cubic Yard Wheel Loader w/ Attachments
4.8.1	ENGINE: Type to be industrial, minimum Tier IV Interim certified diesel, liquid cooled with a minimum 152HP engine. Engine to have a dual element dry type air cleaner, 110 volt minimum block heater, key type ignition, OEM engine protection/ idle-down or shutdown system, permanent antifreeze with coolant recovery system, OEM oil pressure, water temperature, fuel, volt, hour gauges/meters, and tachometer or electronic display. Acceptable model: John Deere Power Tech PVX 6068 or proven equal.		
4.8.2	ELECTRICAL: Unit to be equipped with a 24 volt, 60-amp alternator and two (2) 12 volt 650 CCA batteries.		
4.8.3	GVWR: 27,500 minimum operating weight (excluding wheel weights).		
4.8.4	CAB: Fully enclosed, OSHA approved ROPS and FOPS cab. Unit to be 133, maximum overall cab height and to be equipped with the following (minimums):		
	4.8.4.1	Electric horn	
	4.8.4.2	OEM Air Conditioning, heater, and defroster	

- 4.8.4.3 Front and rear electric windshield wipers with washers
- 4.8.4.4 Adjustable sun visor(s) and/or sun strip in windshield
- 4.8.4.5 Full back with armrests, foam cushioned operator's seat with adjustable suspension
- 4.8.4.6 Fully hydraulic operating controls with single (1) lever loader control
- 4.8.4.7 Left and right rear view windows
- 4.8.7.8 Dome light
- 4.8.5 **STEERING:** Power steering to be fully hydraulic with an articulation angle of 80 degrees (40 degrees each direction) and a turning radius of a maximum of 20ft.
- 4.8.6 **TIRES/WHEELS:** 20.5 R25 Tires must have a tread width of 76.00 inches. (Michelin 1 Star L-3 or equivalent).
- 4.8.7 **TRANSMISSION:** Countershaft-type power shift or hydrostatic drive.
- 4.8.8 **HYDRAULIC SYSTEM:** Unit will have a system relief at quick couplers of 3500psi minimum. An auxiliary standard flow of 23 gpm and a auxiliary high flow of 36.6 gpm are the minimum mandatory requirements.
- 4.8.9 **AXLES:** Unit to be equipped with planetary reduction drive axles.
- 4.8.10 **PERFORMANCE:** Unit will have a minimum Rated Operating Capacity of **28,000 lbs.** Standard braking system and safety features will be included.
- 4.8.11 **FUEL SYSTEM:** Fuel tank must be a minimum of 45 gallons and DEF tank must be a minimum of 5 gallons if equipped.
- 4.8.12 **LOADER:** Loader to be 4 wheel drive loader with a 3 cubic yard bucket in front. Loader to include quick release general purpose dirt bucket with bolt-on, reversible cutting edge and no teeth:
 - 4.8.12.1 Minimum 150 inch bucket hinge pin height
 - 4.8.12.2 Minimum 21,000 pounds (SAE) breakout force
 - 4.8.12.3 Minimum 20,000 pounds (SAE) strait tipping load
- 4.8.13 **ATTACHMENTS:** Two (2) attachments will be offered with this bid:
 - 4.8.13.1 **FORK:** Replaces bucket on utility loaders for handling palletized material. A quick-change assembly to allow use/interchange of accessory of 6'0" long lifting forks.
 - 4.8.13.2 **COUPLER, QUICK HITCH:** Permits changing buckets or special attachments in a few minutes, usually without tools and without leaving the operators seat.
- 4.8.14 **SEATING:** Optional Deluxe Suspension Seat. Cloth or premium synthetic upholstery with retractable seatbelt should be available.
- 4.8.15 **SAFETY:** Seatbelts, running daytime lights, backup alarm.

4.9	ITEM	QUANTITY	DESCRIPTION
	7	1 Each	Pneumatic, Articulated Tired Roller

SPECIFICATIONS:

- 4.9.1 **ENGINE:** Diesel, minimum 4 cylinder, minimum 74 horsepower, water cooled, 12 volt cranking/charging system. Two-stage air cleaner system with service indicator and vacuator valve. Full flow oil filter with spin on replacement. Engine neutral safety interlock. Engine & hydraulic cooling to allow work in high ambient temps.

Fill points to allow ease of filling and daily fluid checks. Unit offered shall meet current EPA minimum Tier IV Interim exhaust emission standard.

- 4.9.2 **TRANSMISSION:** Hydrostatic drive with wheel motors mounted directly to the drive wheels, a single electric displacement control lever to control direction, speed and braking. **NO CHAIN DRIVES.** Ground speed to be a minimum of 0 to 12 mph.
- 4.9.3 **BRAKES:** Service braking to be dynamic through the hydrostatic transmission. Parking brake to be spring applied, hydraulically released. Parking brake interlock to be wired into the hydrostatic control so no propel torque is applied when the brake switch is on.
- 4.9.4 **WHEELS:** Rollers to have minimum eight (8) wheels, minimum four (4) on the front and four (4) on the rear. The four (4) on the rear are to be drive wheels. All wheels to oscillate, individually or in pairs. Rollers to be equipped with 7:50 X 15, 14 ply smooth radial compactor type tires.
- 4.9.5 **CONTROLS:** Full hydraulic powered articulated frame steering through orbital control. The operator's compartment will have a single swivel seat with minimum 180 degree rotation or non-rotating sliding seat to allow driver to have more visibility.
- 4.9.6 **INSTRUMENTATION:** To be equipped with an instrument panel with the following gauges or warning lights; fuel level, hours of operation, engine speed, oil pressure, water temperature and volt meter. A dual hydraulic sight level and temperature gauge. Vandal cover for the instrument panel and all accessible fluid tanks.
- 4.9.7 **SPRINKLER SYSTEM:** To be equipped with a minimum 100 gallon water tank with spray nozzles and mats for each individual tire. Tank will be equipped with a 70 mesh filler screen and 100 mesh in line filter. The water system to turn on automatically when the roller is placed in motion and turn off when stopped.
- 4.9.8 **BALLAST COMPARTMENTS:** Unit to have minimum of two (2) ballast compartments or a removable steel weight system. Weights or ballast compartment must be sufficient to provide a minimum of 24,000 lb. roller operating weight.
- 4.9.9 **ACCESSORIES:** Unit to be equipped with ROPS and FOPS with a sun shade. Seat belt, back up alarm, LED where available strobe light, tail lights (2), work lights (2 front, 2 rear), directional lights (2 front, 2 rear).
- 4.9.10 **SAFETY:** Designed to accommodate chains for safe loading and hauling.

4.10	ITEM	QUANTITY	DESCRIPTION
	8	1 Each	Trailer Mounted Pressure Washer

SPECIFICATIONS:

- 4.10.1 **ENGINE:** Minimum 13 HP gasoline engine with diesel fired burner. Unit shall have electric start with pull start back up and hour meter. Unit shall include a 12V deep cycle battery for electric starter.
- 4.10.2 **EQUIPMENT:** Unit shall be capable of producing a minimum 3.8 GPM @3500 PSI. Unit shall have a chemical injection system with pressure and temperature control device capable up to 240 degrees. Unit shall have a minimum 50'ft, 3/4" supply garden hose with reel that shall fill tank. Unit shall have heavy duty hose reel capable of holding up to a minimum 100' of 3/8 inch high-pressure hose. Unit shall have a minimum 225 polyethylene tank with D.O.T. bands and over fill protection. Water shall be heated via a 12 Volt diesel burner. Burner fuel tank capacity shall be a minimum of 10 gallons.
- 4.10.3 **CHASSIS:** Unit shall be mounted on a minimum 10' ft long trailer with 3,500 lb capacity axle. Unit shall have a minimum 12" inch wheels, lights, fenders, and jack casters.

4.11 DELETED:

4.12	ITEM	QUANTITY	DESCRIPTION
	10	3	25K Asphalt Distributor

- 4.12.1 TRUCK: Four Full door cab with grab handles, tilt hood, and fenders.
- 4.12.2 ENGINE: Diesel, minimum 270 HP 605 ft. lb. of torque at manufacturers recommended RPM, with engine oil cooler and full flow spin on oil filter.
- 4.12.3 TRANSMISSION: Allison MD-3500, or proven equal.
- 4.12.4 REAR AXLE: Minimum 17,500 lbs., two speed, ratio governed to attain 65 mph +/-2 mph, equipped with hub piloted steel hubs, out-board mount type brake drums. Unit shall have a maximum of 300 ft. per minute in low speed. Stemco (or equal) oil rear seals.
- 4.12.5 FRONT AXLE: Minimum 8,500 lbs., equipped with hub piloted steel hubs, out-board mount type brake drums with Stemco (or equal) front wheel visible cap bearing oiler. Front shock absorbers to be heaviest duty available for specified axle.
- 4.12.6 SUSPENSION: Equipped with manufacturer's heavy duty suspension applicable to axle ratings and overall gross vehicle weight.
- 4.12.7 WHEELS AND TIRES: Wheels to be 10 hole hub piloted steel disk wheel, minimum 11R-22.5R steel belted tubeless radials, minimum load range G tires. Front tires to be conventional tread. Rear dual wheel application to be on-off, self-cleaning, lug design. Loose lug indicators or front and rear wheels.
- 4.12.8 BRAKES: Full air, S-cam type, manufacturer's heavy duty brake shoes, spring set parking brakes. Front and rear Rockwell or equal, automatic slack adjusters. Minimum 13 CFM compressor, Midland Pure Air Plus Dryer Model DA33100 or equal with automatic drain valves Model KN24000 or equal on all air tanks. Spring set parking brakes on both rear axles. All brake drums to be cast iron. Brake linings to be non-asbestos. Quick connect couplings to be located in a protected area near the front bumper. Couplings will not be mounted to the bumper. Milton M Type or approved equal Female coupling ½" to air tanks Milton M Type or approved equal.
- 4.12.9 STEERING: Integral power steering.
- 4.12.10 FUEL SYSTEM: To be equipped with under cab minimum 50 gallon left and right hand tanks. Right hand tank to be step type, left hand tank may be step or frame type not to extend more than 20" behind cab. Fuel filtration system to include primary and secondary type fuel filters with automatic water separator.
- 4.12.11 COOLING SYSTEM: Largest capacity radiator with automatic viscous fan. Coolant conditioner spin-on element.
- 4.12.12 UNIT TO BE EQUIPPED WITH THE FOLLOWING ADDITIONAL EQUIPMENT:
 - 4.12.12.1 Two (2) air horns.
 - 4.12.12.2 Integral power steering.
 - 4.12.12.3 Turn indicators, front and rear, stop and tail lights.
 - 4.12.12.4 Windshield washers and variable speed wipers.
 - 4.12.12.5 Tachometer.
 - 4.12.12.6 Adjustable steering column.
 - 4.12.12.7 Cigar lighter/Power port for use with cell Phone.
 - 4.12.12.8 Water temperature, oil pressure, tachometer and volt or amp gauges.
 - 4.12.12.9 DOT reflector flare kit.
 - 4.12.12.10 Back up alarm.
 - 4.12.12.11 5 lb. fire extinguisher.
 - 4.12.12.12 Fixed interval wiper control with windshield washer.
 - 4.12.12.13 Tinted glass.
 - 4.12.12.14 Rear Bumper.
 - 4.12.12.15 Radar ground speed indicator mounted in cab.
 - 4.12.12.16 Steel tool box with hasp for padlock.
 - 4.12.12.17 Aluminum measuring stick to include 50 gallon increments.
 - 4.12.12.18 Seats: Front seat bucket type, rear seat bench type.
- 4.12.13 FRAME: Minimum 50,000 PSI rail, 900,000 RBM (Resisting Bending Movement).
- 4.12.14 EXHAUST SYSTEM: Muffler and exhaust system to be horizontally mounted.

4.12.15 ASPHALT DISTRIBUTOR SPECIFICATIONS:

- 4.12.15.1 Hydraulic Pump mounted on live PTO off transmission. Variable control piston pump with Hydraulic drive motor powering the asphalt pump.
- 4.12.15.2 Asphalt Pump – To be rated at a minimum 200 gallons per minute and hydraulic motor driven with a built-in-relief valve for safety. Electric analog gallons per minute asphalt tachometer shall be included.
- 4.12.15.3 Tank – Minimum 1000 gallon capacity with steel shell and full section surge plates. The tank shall have 2" fiberglass insulation or equal and be covered with aluminum jacketing. There shall be a 20" manhole with a spill collar, rollover protection and a basket type strainer. A pencil type thermometer with a 50 to 400 degree range and include a dipstick to indicate flue coverage. The tank gauge shall be float type in maximum 100 gallon increments. Include a minimum 3" dial thermometer and a 12' X 3" flex steel or rubber load hose with coupling. Ladder for manhole access.
- 4.12.15.4 Circulating System – System to include a manual suction valve, removable strainer in pump suction line and a 20 gallon flushing oil tank with a line to the asphalt pump. Unit to include all valves for loading, circulating in the tank, hand spraying and unloading, and a suck back system including the spray bar. Unit to include power wash down system.
- 4.12.15.5 Heating System – minimum single heating U-type flue with fuel oil burner of at least 500,000 BTU. System to include electric driven fuel pump and blower with auto ignition or continuous ignition system and thermostatically controlled out fire protection.
- 4.12.15.6 Spray Bar – Minimum 12 foot full circulating spray bar with 8 foot center section and two 2-foot folding non-removable sections with breakaway features. Height adjustable shifting with manual wing fold, electric hydraulic gang on/off with manual flip valve control every 4 inches. Unit to include a spray bar on/off switch in cab of the truck. There shall be a 25' rubber hand spray hose with cold handle type gun with three nozzles and a valve to control flow

4.13	ITEM	QUANTITY	DESCRIPTION
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11	2	3 Cubic Yard Wheel Loader
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- 4.13.1 ENGINE: Type to be industrial, minimum Tier IV Interim certified diesel, liquid cooled with a minimum 152HP engine. Engine to have a dual element dry type air cleaner, 110 volt minimum block heater, key type ignition, OEM engine protection/ idle-down or shutdown system, permanent antifreeze with coolant recovery system, OEM oil pressure, water temperature, fuel, volt, hour gauges/meters, and tachometer or electronic display. Acceptable model: John Deere Power Tech PVX 6068 or proven equal.
- 4.13.2 ELECTRICAL: Unit to be equipped with a 24 volt, 60-amp alternator and two (2) 12 volt 650 CCA batteries.
- 4.13.3 GVWR: 27,500 minimum operating weight (excluding wheel weights).
- 4.13.4 CAB: Fully enclosed, OSHA approved ROPS and FOPS cab. Unit to be 133, maximum overall cab height and to be equipped with the following (minimums):
 - 4.13.4.1 Electric horn
 - 4.13.4.2 OEM Air Conditioning, heater, and defroster
 - 4.13.4.3 Front and rear electric windshield wipers with washers
 - 4.13.4.4 Adjustable sun visor(s) and/or sun strip in windshield
 - 4.13.4.5 Full back with armrests, foam cushioned operator's seat with adjustable suspension
 - 4.13.4.6 Fully hydraulic operating controls with single (1) lever loader control

- 4.13.4.7 Left and right rear view windows
- 4.13.7.8 Dome light
- 4.13.5 STEERING: Power steering to be fully hydraulic with an articulation angle of 80 degrees (40 degrees each direction) and a turning radius of a maximum of 20ft.
- 4.13.6 TIRES/WHEELS: 20.5 R25 Tires must have a tread width of 76.00 inches. (Michelin 1 Star L-3 or equivalent).
- 4.13.7 TRANSMISSION: Countershaft-type power shift or hydrostatic drive.
- 4.13.8 HYDRAULIC SYSTEM: Unit will have a system relief at quick couplers of 3500psi minimum. An auxiliary standard flow of 23 gpm and a auxiliary high flow of 36.6 gpm are the minimum mandatory requirements.
- 4.13.9 AXLES: Unit to be equipped with planetary reduction drive axles.
- 4.13.10 PERFORMANCE: Unit will have a minimum Rated Operating Capacity of **28,000 lbs.** Standard braking system and safety features will be included.
- 4.13.11 FUEL SYSTEM: Fuel tank must be a minimum of 45 gallons and DEF tank must be a minimum of 5 gallons if equipped.
- 4.13.12 LOADER: Loader to be 4 wheel drive loader with a 3 cubic yard bucket in front. Loader to include quick release general purpose dirt bucket with bolt-on, reversible cutting edge and no teeth:
 - 4.13.12.1 Minimum 150 inch bucket hinge pin height
 - 4.13.12.2 Minimum 21,000 pounds (SAE) breakout force
 - 4.13.12.3 Minimum 20,000 pounds (SAE) strait tipping load
- 4.13.13 SEATING: Optional Deluxe Suspension Seat. Cloth or premium synthetic upholstery with retractable seatbelt should be available.
- 4.13.14 SAFETY: Seatbelts, running daytime lights, backup alarm.

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|-------------|-------------|-----------------|---|
| 4.14 | ITEM | QUANTITY | DESCRIPTION |
| | 12 | 2 | Trailer Mounted Self feeding Brush chipper |
- 4.14.1 CHASSIS: Frame to be a minimum 7" x.25 Z-channel. The axle/suspension to hold a minimum of 7,000lbs and be rubber torsion style axle.
 - 4.14.2 ENGINE: Minimum 130 HP diesel engine turbo (Tier IV Interim or better) with a maximum torque of 459 ft/lb. Unit to be 4 cylinders and liquid cooled.
 - 4.14.3 FUEL: Diesel, minimum 45 gallon tank with a D.E.F. tank capacity, if equiped equivalent to the ratio of the fuel tank capacity.
 - 4.14.4 HYDRAULIC: Hydraulic tank to hold a minimum of 12 gallons.
 - 4.14.5 CUTTING SYSTEM:
 - 4.14.5.1 Drum size to be a minimum of 22.5" in diameter x 22" wide.
 - 4.14.5.2 Maximum speed not to exceed 1980 RPM's.
 - 4.14.5.3 Knives to be a minimum of two (2) A8 chippers and the shear bar is to be capable of four usable edges.
 - 4.14.6 BRAKING SYSEM: To be electrical with breakaway switch.
 - 4.14.7 TIRES & WHEELS: Tires and wheels are to be equipped to handle all terrains Minimum LT285/75R16.

4.14.8 FEED/ DISCHARGE SYSTEM:

- 4.14.8.1 In-feed throat/feed capacity: Minimum 15" x 20".
- 4.14.8.2 In-feed opening: Minimum 52" x 32".
- 4.14.8.3 In-feed table length: Minimum 30".
- 4.14.8.4 In-feed table height: 27" Minimum.
- 4.14.8.5 Feed roller style: Twin vertical.

4.14.9 SAFETY LIGHTING: Unit shall have LED brakes, turn, tail, license, and side indicators lights. All lighting to be a 12V and self adjusting.

4.15	ITEM	QUANTITY	DESCRIPTION
	13	1	32' Show Master Trailer

4.15.1 STAGE SIZE: Minimum 14' x 32'.

4.15.2 POWERED STAGE DECK: all-weather folding stage deck that is equal in length to the main rear stage deck.

4.15.3 SELF-CONTAINED HYDRAULIC SYSTEM: Unit to be equipped with a remote control pendant, deep-cycle batteries, and battery charger, for fast, easy, one-person set up.

4.15.4 POWERED PROTECTIVE CANOPY: Canopy to extend beyond the front edge and sides of the stage for full coverage, includes automatic mechanical and hydraulic dual-safety canopy locking systems.

4.15.5 HIGHWAY TIRES: Highway rated tires with electric brakes on six (6) wheels. Minimum 12.00R16.5LT or better.

4.15.6 HEAVY-DUTY TRI AXLE: Equalizer system allows towing over curbs and rough ground.

4.15.7 PINTLE TOWING COUPLER: Rugged lunette ring coupler.

4.15.8 HEAVY-DUTY TONGUE JACK: Mounted on trailer tongue.

4.15.9 RUGGED SUPPORT FRAME: Dual 18" deep steel-channel backbone main-frame.

4.15.10 INTERMEDIATE SUPPORT JACKS: Additional frame mounted support jacks are provided approximately at the midpoint of the main frame, distributing stage loads over more surfaces for less impact on soft surfaces.

4.15.11 LOCKING MECHANICAL & ELECTRICAL COMPARTMENTS: Two curb-side frame-mounted aluminum compartments house the mechanical and electrical components, providing easy access for service, plus security.

4.15.12 CRANK LEVELING / SUPPORT JACKS: Four (4) 25,000lb capacity, corner jacks pivot for extra ground clearance during towing and reduced cranking during setup.

4.15.13 BREAKER PANEL: 125 amp capacity, (3) 20 amp breakers, 50ft of 10/3 W cable, receptacles at each inside end of stage, and in mechanical compartment.

4.15.14 FLOURECENT STAGE LIGHTING: Two rows of dual-tube fluorescent lights mounted at front edge of canopy and at the canopy hinge line providing maximum stage and performer illumination.

4.15.15 STORAGE LOCKERS: Two curb-side compartments with locking hardware for equipment and systems security.

- 4.15.16 **STAIRS:** (2) sets of steel stairs with enclosed ADA tread-plate treads, adjustable leveling legs, and removable safety handrails on two sides.
- 4.15.17 **DOT REQUIREMENTS:** signal, marker lights, reflectors, and license light, with 12VDC connector cable.
- 4.15.18 **PERFORMANCE REQUIREMENTS:**
- 4.15.18.1 **ADJUSTABLE ACOUSTIC END WALL PANELS:** Unit must be equipped with movable stage end panels. Panels must allow adjustment of reflected sound toward audience while increasing overall length of stage visual backup.
 - 4.15.18.2 **PREMIUM ANTI-CORROSION:** Design to increase corrosion resistance for longer stage life and reduced maintenance.
 - 4.15.18.3 **PREMIUM STAIR:** To be standard painted steel stage stairs for rust-free, lighter weight aluminum stairs with aluminum handrails.
 - 4.15.18.4 **STAGE DECK SUPPORT TRUSS:** Designed to provide a more accurate stage deck leveling and is provided by a full length leveling/support truss with two-point leveling.
- 4.15.19 **ELECTRICAL CONFIGURATIONS:**
- 4.15.19.1 **GENERATOR:** Unit to be equipped with a compartment mounted (minimum) 8,000 watt generator.
- 4.15.20 **STAGE ACCESSORIES:**
- 4.15.20.1 **HANDICAP ACCESS LIFT:** Unit to be equipped with a built-in hydraulically operated lift that travels with the stage. Heavy duty lift is to provide a minimum 750 lb lifting capacity.
 - 4.15.20.2 **PERSONNEL ACCESS DOOR:** Door is to be installed in the back wall to offer access to back of stage area. Door is to be double-walled, welded aluminum construction with a keyed lock.
 - 4.15.20.3 **FLUSH DECK MOUNTED TIE-DOWNS:** Unit must be equipped with deck mounted tie-downs to secure equipment during stage transport. Tie-down loop is flush with stage floor when not in use. Tie-downs are to be secured to stage structure.
 - 4.15.20.4 **HYDRAULIC LEVELING / SUPPORT JACK:** Unit to be equipped with a push-button hydraulically operated jack for fast, safe, accurate, effortless stage set up and leveling.
- 4.16
- | ITEM | QUANTITY | DESCRIPTION |
|------|----------|-------------------------------|
| 14 | 1 | Trailer Mounted Paint Striper |
- 4.16.1 **WORKMANSHIP AND MATERIALS:** All equipment furnished and the parts thereof shall be of the manufacturer's latest listed and published stock models that meet all requirements of the specification. All design, workmanship, and materials shall in every respect be in accordance with the best current practice in the industry and all materials used shall be new.
- 4.16.2 **MACHINE AND COMPONENTS FINISH:** The complete machine and all components, including tanks, dies, etc., shall have the minimum protective coating described in the following: All metal parts and components, unless zinc plated or aluminum shall have one prime coat and one finish coat of paint. The prime coat materials shall be specifically compounded for the respective metals to which they are applied. The thermoplastic holding tank and dies shall be painted with heat resistant paint designed for temperatures of up to 1200 degrees F.
- 4.16.3 **THERMOPLASTIC APPLICATOR:** This specification describes the minimum requirements for a 220-pound capacity operator propelled thermoplastic applicator designed to place thermoplastic road marking material on the highway. The applicator shall consist of an operator-propelled unit with a 220-pound thermoplastic holding tank, air jacketed and heated with propane fired burner system. The tank shall be mounted on a metal framework that will support an extrusion die, the propane supply, and the bead delivery system. The framework will be mounted on wheels for application and operation.

- 4.16.4 FRAMEWORK: The rear wheel shall be a heavy the basic frame shall be constructed of tubular steel and able to support the active weight of the machine fully loaded, equal to at least 650 pounds. Welding of all components shall have good penetration, good fusion, and good appearance, without evidence of cracks or undercutting, in the best manner of the trade.
- 4.16.5 DIMENSIONS: Overall length of the applicator, without pointer extended, is to be 48 inches. Width from side to side to be 30 inches. Overall height, excluding pointer in the up position, is to be 39 inches. Empty weight is to be 240 pounds.
- 4.16.6 WHEELS: The rear wheel shall be a heavy-duty swivel caster with a foot actuated straight track locking mechanism. Rear wheel swivel bearing shall be heavy duty with a minimum load capacity of 500 lbs. The unit shall be capable of easy drag-free propulsion by a single operator. The frame is to be supported by two 10" in diameter airless type front wheels. Tires and wheels shall bolt to heavy-duty hubs with precision races and minimum 1" Timken bearings. Hubs shall have heavy-duty grease fittings with dust caps and shall be mounted on a minimum 1" axle.
- 4.16.7 POINTER GUIDE: The applicator shall be equipped with a front mounted pointer guide adjustable for each die size to be used. The guide shall be made of plated steel to prevent rusting.
- 4.16.8 CONTROLS: The applicator will have adjustable steel handles convenient for the operator to operate and maneuver the applicator. Aluminum control handles will not be accepted. Regulator, the die control also located convenient to the operator will be the shut-off valve on the propane bottle, the LP gas handle, the control for the thermoplastic material gate, bead control lever for drop-on beads, and material agitator.
- 4.16.9 PROPANE SYSTEM: The propane system shall consist of a 20 pound cylinder (furnished), a system regulator, and related hoses rated for use with LPG systems. The system shall provide propane fuel to the main burner and the stainless steel jet burners on the applicator and extrusion dies.
- 4.16.10 HEATING SYSTEM: The unit shall operate from a high pressure LP fuel system.
- 4.16.10.1 Minimum operating pressure shall be adjustable from 4-7 PSI.
- 4.16.10.2 The temperature of the molten thermoplastic shall be heated in the holding tank by a replaceable brass main burner with a minimum rating of 25,000 BTU to provide rapid heating of thermoplastic material.
- 4.16.10.3 The LPG heating system shall be furnished with all necessary safety features, connections, fuel lines, regulators, etc. for connection to a propane cylinder.
- 4.16.10.4 An inspection door in the material tank shall allow for safe lighting of the burners via a hand held torch supplied with the applicator for operator safety.
- 4.16.10.5 Stainless steel jet burners shall be fitted at all material transfer valves and on each application die to assure proper operation of all functions. Units that heat general areas with the use of radiant heat will not be accepted.
- 4.16.11 HOLDING TANK: The machine shall have a thermoplastic storage capacity of 220 pounds in a vertical, air jacketed, all steel construction material tank. The top shall have two hinged lids for material loading and inspection with a safety locking mechanism to prevent potential for splashing out of molten material. The tank will be designed to allow rapid, safe, easy removal of the tank for changing of material colors or cleaning. The tank shall have a recessed opening at the bottom to transfer hot plastic to the extrusion die for application. This opening is recessed to allow complete depletion of all thermoplastic material in the holding tank thereby preventing build up of material. Material outlet valve shall be a precision adjustable slide gate. A molasses-type valve will not be acceptable. A removable filter screen shall be provided to allow for filtering of foreign matter from hot molten material during loading from a thermoplastic melting kettle.
- 4.16.12 MIXER: Material agitation shall be provided by one mixer paddle. This mixer paddle shall be fabricated to prevent glass beads from settling out of the thermoplastic and to prevent scorching.
- 4.16.13 BEAD HOPPER & HOSE: A separate all steel construction glass bead hopper with a capacity of at least 50 pounds of glass spheres shall be mounted on rear of the applicator. The hopper shall be connected to the bead dispenser with a see through flexible bead hose to monitor bead flow and a positive on off cut off valve.

- 4.16.14 **DISPENSER:** The glass spheres shall be spread on the road surface by an automatic bead dispenser. The on-off lever shall be mounted within easy reach of the operator to facilitate ease of operation. The bead dispenser shall driven by a gear type transmission that is chain driven by the front wheel to provide positive dispensing of glass beads without relying on gravity only. Adjustability in amount of flow of beads shall be controlled without the use of additional tools. The operator shall be able to engage the beader independently of the extrusion die. Bearer shall be of all steel construction and rust proof. The bearer shall not interfere in any way with the operator's view of the newly installed thermoplastic line. The bead dispenser shall be designed so that variable width lines of 4", 5", 6", 8", and 12", and dual 4" widths can be achieved by finger tip adjustments without the use of additional tools. The bead dispenser must be adjustable from 1 ½" to 3" above the road surface and from 6" to 12" behind the extrusion die.
- 4.16.15 **HAND TORCH:** The unit shall be equipped with a hand torch for safe lighting of all burners.
- 4.16.16 **THERMOSTATIC TEMPERATURE CONTROL:** The heating system will be equipped with a pilot light and pilot safety valve connected with a thermocouple. The heating system main burner shall be controlled by a gas thermostat with adjustable range up to 550° F. The thermostat will be linked by thermocouple to the hot thermoplastic in the holding tank. Temperature gauge with readings up to 500° F. (260° C.) shall be mounted into material tank. Thermostat controls shall be mounted into a moisture proof enclosure.
- 4.16.17 **THERMOPLASTIC EXTRUSION DIES:** The thermoplastic extrusion dies are to be available in widths of 4", 6", 8", 12" and double 4" for double line striping. The die walls are to be constructed of 3/16" heat-treated steel plate (aluminum not permitted), with a maximum weight of 30 pounds for a 4" die and 52 pounds for a 12" die. The die will have a set of replaceable tungsten carbide runners that ride on the pavement surface. The die shall be attached to a swivel mount that allows the die to float on the pavement surface without the need for additional weights. The die and all components shall be designed for quick and easy removal for changing of line width. Each die shall be fully adjustable to apply extruded material from .000 inch to .150 inch thick. Each die is to be controlled by a single handle convenient to the operator. This handle will serve the function of setting or removing the die on the pavement and opening or closing the die to extrude thermoplastic. The opening and closing of the die shall be attained by pushing in or pulling out on the handle. The use of springs to assist in the closing of the die is not permitted.
- 4.16.18 The die handle shall have a safety stop to prevent the accidental opening of the die when off the pavement surface. Each die shall be heated with its own set of stainless steel jet burners to maintain material and die temperature during applications. The die burners shall be connected to the frame LPG supply by flexible gas hoses and quick disconnect fittings. The die jet burners shall be individually controlled control valves.
- Each die shall have the following minimum number of jet burners:
- | | | |
|-------------|---|--------------------|
| 4" Die | - | 2 each jet burners |
| 5" Die | - | 3 each jet burners |
| 6" Die | - | 3 each jet burners |
| 8" Die | - | 4 each jet burners |
| 12" Die | - | 5 each jet burners |
| Dual 4" Die | - | 4 each jet burners |
- 4.16.19 **PRE-MELTER:** The pre-melter shall be one specially fabricated cylindrical steel container having a capacity to heat 1500 pounds of thermoplastic material. Fabrication shall be such to prevent warping or cracking of container. The containers will be built with an outer 11 gauge steel jacket, insulated to prevent heat loss. The cylinder shall have three (3) flue gas vents to allow for flue gas from the propane burner. The three (3) flue vents shall be located with one (1) on each side and one (1) on the top of the container. Flue gas vents shall be designed as to not allow water/rain from entering. The rear section of the top of the cylinder shall be removable for easy access to the cylinder's interior for cleaning and maintenance. The removable piece shall be constructed in such a way that one person can remove and lift without having to remove the hydraulic motor or disassemble the agitator assembly. The cylinder shall be incased in a uniform cube type enclosure allowing single piece secure fastening to the trailer deck.
- 4.16.20 **SAFETY FEED SYSTEM:** The top of the cylinder shall be fitted with a steel cover housing and feed door of adequate size for charging plastic granules. The feed door shall be of anti-splash design that requires closing of the feed door for insertion of plastic granules into the melting kettle, thereby preventing accidental splash back of molten material.

- 4.16.21 **HEATING SYSTEM:** The temperature of the molten thermoplastic shall be maintained in the pre-melting tanks by a thermostatically controlled LPG heating system. The LPG heating system shall be furnished with all necessary safety features, connections, fuel lines, and regulators, etc. for connection to a propane cylinder.
- 4.16.22 **GAS THERMOSTAT:** The heating system main burners shall be controlled by a thermostat with adjustable range from 100 to 500 degrees F. The thermostat will be linked by thermocouple to the hot thermoplastic in the holding tank.
- 4.16.23 **SYSTEM MAIN BURNER:** The system shall have one main burner, with a minimum rating of 180,000 BTU to provide rapid heating for thermoplastic material. For safety and ease of maintenance, burner shall be mounted onto a slide-out rack that will detach tool free from the unit with a hand knob and quick connect gas fittings.
- 4.16.24 **AUTOMATIC IGNITION SYSTEM:** The System Main Burner shall be equipped with an electronic Automatic Ignition System for remotely lighting Main Burners. Automatic Ignition System shall be solid-state components and housed in a weatherproof enclosure. Enclosure shall be secured by key and lock mechanism. System will automatically shut off gas supply to the burners should the fire accidentally blow out. Gas flow to the burner shall be controlled by heavy-duty solenoid providing an absolute on/off type gas flow system to ensure temperature accuracy and operator safety. The use of a hand torch for burner ignition is not allowed.
- 4.16.25 **PROPANE SYSTEM:** Four steel bottle racks accommodating two 100 lb. And two 20 lb. propane bottles are to be mounted on the trailer. The two 100 lb. bottles are to be plumbed so as to provide fuel to the pre-melter burner. The bottle racks shall be integrated into the trailer; bolt-on racks are not acceptable.
- 4.16.25 **HYDRAULIC AGITATION SYSTEM:** The pre-melter cylinder shall be equipped with a hydraulically driven agitation system to continuously mix the molten plastic granules. The system shall consist of one set of agitator paddles with steel barbs for puncturing and shredding the thermoplastic bags for uniform dispersion of material. The agitator paddles shall be attached to a one (1") steel shaft driven by a hydraulic pump mounted on the top of the pre-melter cylinder. Chain driven agitator motors shall not be accepted.
- 4.16.26 **HYDRAULIC POWER SUPPLY:** The hydraulic power shall be powered by a minimum 8.5 horsepower, electric start, propane fired engine. The power supply shall be fitted with a steel protective cover and mounted to the tongue of the trailer.
- 4.16.27 **DISCHARGE SYSTEM:** The pre-melter cylinder shall be equipped with a material discharge valve of proper design to function satisfactory when discharging liquid plastic at temperatures upward of 475 degrees F. A detachable discharge chute of proper length and angle to facilitate the loading of the thermoplastic applicator shall be supplied. Discharge valve shall be of a knife gate design and easily operated from the ground. Discharge valve shall be interchangeable from the rear of the trailer to the sides of the trailer.
- 4.16.28 **TRAILER:** The trailer shall be a minimum of 6' wide x 16' long, constructed of heavy gauge structural steel, double welded at all frame cross member contact points with a rating of 14,000 pounds. 3/16th diamond plate decking shall be used. Trailer deck shall be coated with a two-part epoxy type non-skid coating to offer secure footing for operator safety.
- 4.16.28.1 For operator safety and ease of access, trailer deck height from the ground shall be a maximum of 28". A step on each side shall provide operator access to the trailer deck storage area. An additional raised deck of 12" high shall provide ease of loading pre-melting kettle. A safety rail approximately 36" high shall surround the deck storage area. Each side of the trailer shall have removable gates for material loading.
- 4.16.28.2 Dual trailer axles shall be spring mounted with a minimum rating of 7,000 pounds each. Trailer wheels shall be a minimum 16", eight (8) lug solid wheels with a minimum of 16" load range E tires. Spare tire and wheel of same specification shall be supplied and mounted to the front of the trailer.
- 4.16.28.3 The trailer shall be equipped with dual brakes on both axles as well as a pintel type hitch with safety chains.
- 4.16.28.4 The trailer shall be equipped with rigid piping under the deck to be part of the hydraulic and LP gas systems. The pipes shall be located in such a way that the remainder of the hydraulic and LP gas plumbing minimizes the use of flexible hose.

- 4.16.29 **LIFT GATE:** The trailer shall be equipped with a minimum 1000 lb. capacity hydraulic lift gate to load and unload the thermoplastic applicator. The lift gate shall be powered by 12 volt vehicle battery and have a platform load area of 66"x37". The lift shall be mounted to the right side of the trailer and shall be secured in the up or travel position by safety pin and latch. The lift gate shall come with a curbside fixed control panel for ease of operation. Curbside control shall be secured by key and lock mechanism. Chain tighteners, and chains shall be attached to trailer for the use of securing the applicator to the trailer.
- 4.16.30 **LIGHTING:** ICC approved lighting system, wired to a heavy duty quick connect seven (7) pin coupler at the tongue of the trailer shall be supplied, as well as a pintel type hitch with safety chains. Two (2) pole mounted strobe lights shall be mounted at the rear of the trailer, one (1) on each corner.

4.17	ITEM	QUANTITY	DESCRIPTION
	15	1	Ride-On Sweeper Scrubber

BASIC CONFIGURATION:

- 4.17.1 The sweeper must sweep a minimum path of 50" and a maximum of 61". The scrubber must be able to scrub a minimum 48" path, and have a frame no wider than 47.5".
- 4.17.2 It must have a solution tank of minimum 100 gallons. The recovery tank shall be a minimum of 100 gallons.
- 4.17.3 The unit is to have true one button sweeping and scrubbing for ease of operation.
- 4.17.4 The brushes are to be lowered and raised by a hydraulic cylinder. They shall be automatically activated when lowered. The down pressure shall be constant and maintained electronically.
- 4.17.5 The sweeper scrubber must be equipped with a minimum 57" multi level dump debris hopper and a minimum 63 square foot dust filter that traps dust to 3 microns. When the hopper is raised, the brushes shall be activated. The dust filter shall be automatically cleaned every time the sweeping function is shut off with a timed filter shaker motor. The unit is to include an automatic fire sensing device that is permanently mounted, re-setable, and maintenance free. The fire sensing device must automatically shut down the vacuum fan.
- 4.17.6 This machine is to be equipped with an on-board electronic self diagnosis unit. This unit is to be designed to check the actuators, pumps, propelling system, brush motors, vacuum fan, and other sensors. Should any problems be detected, the control panel will indicate to the operator and/ or the mechanic what needs to be corrected. The unit must also have an audible service interval reminder to alert operator when service is needed – like brush change/rotation, oil change, etc.
- 4.17.7 Unit must meet OSHA safety specifications and have a Nationally Recognized Testing Laboratory Label on the machine.
- 4.17.8 The sweeper scrubber must carry as a minimum 2 year 2,000 hour factory warranty on all items, except normal wear items and have a guaranteed 54 hour parts delivery.
- 4.17.9 Unit to include all necessary equipment including a 53 HP liquid propane water cooled engine and all cleaning brushes.
- 4.17.10 Unit must be equipped with a tilt steering system and a high back seat with slide adjusters.
- 4.17.11 The unit to be the manufacturers' standard unit.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

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

Liquidated Damages for Delay:

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

Change Orders.

Notwithstanding anything stated to the contrary in Section 006 – General Terms & Conditions, in order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract.

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished must be in writing and conform to the requirements of City Ordinance 2011-12-08-1014, as hereafter amended.

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

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

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

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

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

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

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage \$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage 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 – Supplemental Information Related to the State of Texas Conflict of Interest Requirement

Attachment D – Nondiscrimination Clause

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

Attachment F – Exhibit 1 - The Inspection Check List

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

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

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

Invoicing and Payment.

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

Information Required On Invoice.

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

based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

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

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

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

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

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

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

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

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

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

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

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

Termination.

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

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

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

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

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

INDEMNIFICATION.

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

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

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

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

Records Retention.

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

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

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

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

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

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

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

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

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

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

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

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

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

007 - SIGNATURE PAGE

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

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

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

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

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

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

Bidder Information
Please Print or Type

Vendor ID No.: 1000407

Signer's Name: John M. Carver

Name of Business: Vermeer Texas-Louisiana

Street Address: 16593 IH 35 N

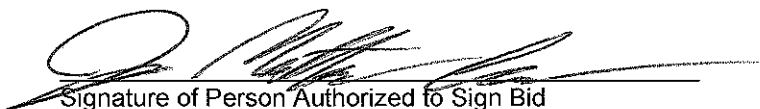
City, State, Zip Code: Selma TX 78154

Email Address: JOHN@Vermeertexas.com

Telephone No.: 210-997-9416

Fax No.: 210-337-7896

City's Solicitation No.: 6100005685


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
7/28/2015:

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.

ITEMS PRICING

ITEM	QUANTITY	DESCRIPTION
1	1	8K Propane Forklift

PRICE EACH: \$ _____

TOTAL: \$ _____

YEAR, MAKE & MODEL OFFERED:

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

TRANSMISSION OFFERED:

WARRANTY:

WARRANTY SERVICE PROVIDER NAME:

WARRANTY 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? _____.

ITEM	QUANTITY	DESCRIPTION
2	2	Diesel Dozer Construction Tracked Excavator

PRICE EACH: \$ _____

TOTAL: \$ _____

YEAR, MAKE & MODEL OFFERED:

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

WARRANTY:

WARRANTY SERVICE PROVIDER NAME:

WARRANTY 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? _____.

ITEM	QUANTITY	DESCRIPTION
3	1	Diesel Dozer Construction Tracked Excavator

PRICE EACH: \$ _____

TOTAL: \$ _____

YEAR, MAKE & MODEL OFFERED:

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

WARRANTY:

WARRANTY SERVICE PROVIDER NAME:

WARRANTY 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? _____.

DELETED:

ITEM	QUANTITY	DESCRIPTION
4	1	Tracked Excavator

ITEM	QUANTITY	DESCRIPTION
5	1	Dozer Crawler

PRICE EACH: \$ _____

TOTAL: \$ _____

YEAR, MAKE & MODEL OFFERED:

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

WARRANTY:

WARRANTY SERVICE PROVIDER NAME:

WARRANTY 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? _____.

ITEM	DESCRIPTION	DESCRIPTION
6	1	3 Cubic Yard Wheel Loader w/ Attachments

PRICE EACH: \$ _____

TOTAL: \$ _____

YEAR, MAKE & MODEL OFFERED:

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

WARRANTY:

WARRANTY SERVICE PROVIDER NAME:

WARRANTY 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? _____.

ITEM	QUANTITY	DESCRIPTION
7	1 Each	Pneumatic, Articulated Tired Roller

PRICE EACH: \$ _____

TOTAL: \$ _____

YEAR, MAKE & MODEL OFFERED:

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

WARRANTY:

WARRANTY SERVICE PROVIDER NAME:

WARRANTY 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? _____.

ITEM	QUANTITY	DESCRIPTION
8	1 Each	Trailer Mounted Pressure Washer

PRICE EACH: \$ _____

TOTAL: \$ _____

YEAR, MAKE & MODEL OFFERED:

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

WARRANTY:

WARRANTY SERVICE PROVIDER NAME:

WARRANTY 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? _____.

DELETED:

ITEM	QUANTITY	DESCRIPTION
9	1 Each	Wheeled Loader

ITEM	QUANTITY	DESCRIPTION
10	3	25K Asphalt Distributor

PRICE EACH: \$ _____

TOTAL: \$ _____

YEAR, MAKE & MODEL OFFERED:

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

WARRANTY:

WARRANTY SERVICE PROVIDER NAME:

WARRANTY 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? _____.

ITEM	QUANTITY	DESCRIPTION
11	2	3 Cubic Yard Wheel Loader

PRICE EACH: \$ _____

TOTAL: \$ _____

YEAR, MAKE & MODEL OFFERED:

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

WARRANTY:

WARRANTY SERVICE PROVIDER NAME:

WARRANTY 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? _____.

ITEM	QUANTITY	DESCRIPTION
12	2	Trailer Mounted Self feeding Brush Chipper

PRICE EACH: \$ 47,090.⁰⁰ _____

TOTAL: \$ 94,180.⁰⁰

YEAR, MAKE & MODEL OFFERED:

2015 Vermeer BC1500

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

130 HP Cummins QSB4.5 Turbo Tier 4i

WARRANTY:

1 yr / 6,000 hr

WARRANTY SERVICE PROVIDER NAME:

Vermeer Texas-Louisiana

WARRANTY FACILITY ADDRESS:

16513 IH-35 N Selma TX 78154

DELIVERY WILL BE MADE WITHIN 30 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: 10/05/15

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 09/25/15.

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? NO.

ITEM	QUANTITY	DESCRIPTION
13	1	32' Show Master Trailer

PRICE EACH: \$ _____

TOTAL: \$ _____

YEAR, MAKE & MODEL OFFERED:

WARRANTY:

WARRANTY SERVICE PROVIDER NAME:

WARRANTY 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? _____.

ITEM	QUANTITY	DESCRIPTION
14	1	Trailer Mounted Paint Striper

PRICE EACH: \$ _____

TOTAL: \$ _____

YEAR, MAKE & MODEL OFFERED:

WARRANTY:

WARRANTY SERVICE PROVIDER NAME:

WARRANTY 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? _____.

ITEM	QUANTITY	DESCRIPTION
15	1	Ride-On Sweeper Scrubber

PRICE EACH: \$ _____

TOTAL: \$ _____

YEAR, MAKE & MODEL OFFERED:

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

WARRANTY:

WARRANTY SERVICE PROVIDER NAME:

WARRANTY FACILITY ADDRESS:

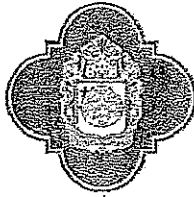
DELIVERY WILL BE MADE WITHIN _____ CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

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? _____.

(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) 6100005971 PURCHASE OF HEAVY EQUIPMENT II scheduled to open Wednesday, August 5, 2015 date of issue July 20, 2015.

DATE: July 29, 2015

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

1. **THE BID OPENING REMAINS WEDNESDAY, AUGUST 5, 2015, 2:00 P.M. CENTRAL TIME.**
2. **IFB Document Section 004 – Specifications / Scope of Services, General Conditions:**

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:**

Vendor must deliver equipment to:

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. central time. Vehicles with more than 3000 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:

4.4	ITEM	QUANTITY	DESCRIPTION
	2	2	Diesel Dozer Construction Tracked Excavator

Changed to read:

- 4.4.2 **GROSS RATING: Minimum 173HP @ 2200 RPM (129kw) 498 ft. lb. Torque @1050-1600 RPM.**

Changed to read:

4.4.3 MINIMUM NET RATINGS:

4.4.3.1 173 HP @ 2200.RPM.

4.4.3.2 Maximum slope: 30 degree

4.4.3.3 24 volt starter, 100 amp alternator, two SAE #C31-S 1000 CCA batteries, two-stage dry type air cleaner with centrifugal pre-cleaner and safety element. Evacuator valve and service indicator.

Changed to read:

4.4.5.2 FOUR HYDRAULIC MOTORS: Swing, 50hp; tilt, 21 hp; 2 propel motors, 120 hp (89 kW) each.

4.5	ITEM	QUANTITY	DESCRIPTION
	3	1	Diesel Dozer Construction Tracked Excavator

Changed to read:

4.5.2 GROSS RATING: Minimum 173HP @ 2200 RPM (129kw) 498 ft. lb. Torque @1050-1600 RPM.

Changed to read:

4.5.3 NET RATING:

4.5.3.1 173 HP @ 2200.RPM

4.5.3.2 Maximum slope: 30 degrees

4.5.3.3 24 volt starter, 100 amp alternator, two SAE #C31-S 1000 CCA batteries, two-stage dry type air cleaner with centrifugal pre-cleaner and safety element. Evacuator valve and service indicator.

DELETED:

4.6	ITEM	QUANTITY	DESCRIPTION
	4	1	Tracked Excavator

4.8	ITEM	DESCRIPTION	DESCRIPTION
	6	1	3 Cubic Yard Wheel Loader w/ Attachments

Changed to read:

4.8.1 ENGINE: Type to be industrial, minimum Tier IV Interim certified diesel, liquid cooled with a minimum 152HP engine. Engine to have a dual element dry type air cleaner, 110 volt minimum block heater, key type ignition, OEM engine protection/ idle-down or shutdown system, permanent antifreeze with coolant recovery system, OEM oil pressure, water temperature, fuel, volt, hour gauges/meters, and tachometer or electronic display. Acceptable model: John Deere Power Tech PVX 6068 or proven equal.

Changed to read:

4.8.2 ELECTRICAL: Unit to be equipped with a 24 volt, 60-amp alternator and two (2) 12 volt 650 CCA batteries.

Changed to read:

4.8.5 STEERING: Power steering to be fully hydraulic with an articulation angle of 80 degrees (40 degrees each direction) and a turning radius of a maximum of 20ft.

Changed to read:

4.8.6 TIRES/WHEELS: 20.5 R25 Tires must have a tread width of 76.00 inches. (Michelin 1 Star L-3 or equivalent).

Changed to read:

4.8.7 TRANSMISSION: Countershaft-type power shift or hydrostatic drive.

Changed to read:

4.8.10 PERFORMANCE: Unit will have a minimum Rated Operating Capacity of 28,000 lbs. Standard braking system and safety features will be included.

Changed to read:

4.8.11 FUEL SYSTEM: Fuel tank must be a minimum of 45 gallons and DEF tank must be a minimum of 5 gallons if equipped.

4.9	ITEM	QUANTITY	DESCRIPTION
	7	1 Each	Pneumatic, Articulated Tired Roller

Changed to read:

4.9.4 WHEELS: Rollers to have minimum eight (8) wheels, minimum four (4) on the front and four (4) on the rear. The four (4) on the rear are to be drive wheels. All wheels to oscillate, individually or in pairs. Rollers to be equipped with 7:50 X 15, 14 ply smooth radial compactor type tires.

Changed to read:

4.9.5 CONTROLS: Full hydraulic powered articulated frame steering through orbital control. The operator's compartment will have a single swivel seat with minimum 180 degree rotation or non-rotating sliding seat to allow driver to have more visibility.

DELETED:

4.11	ITEM	QUANTITY	DESCRIPTION
	9	1 Each	Wheeled Loader

4.12	ITEM	QUANTITY	DESCRIPTION
	10	3	25K Asphalt Distributor

Changed to read:

4.12.3 TRANSMISSION: Allison MD-3500, or proven equal.

Changed to read:

4.12.4 REAR AXLE: Minimum 17,500 lbs., two speed, ratio governed to attain 65 mph +/-2 mph, equipped with hub piloted steel hubs, out-board mount type brake drums. Unit shall have a maximum of 300 ft. per minute in low speed. Stemco (or equal) oil rear seals.

Changed to read:

4.12.7 WHEELS AND TIRES: Wheels to be 10 hole hub piloted steel disk wheel, minimum 11R-22.5R steel belted tubeless radials, minimum load range G tires. Front tires to be conventional tread. Rear dual wheel application to be on-off, self-cleaning, lug design. Loose lug indicators on front and rear wheels.

Changed to read:

4.12.8 BRAKES: Full air, S-cam type, manufacturer's heavy duty brake shoes, spring set parking brakes. Front and rear Rockwell or equal, automatic slack adjusters. Minimum 13 CFM compressor, Midland Pure Air Plus Dryer Model DA33100 or equal with automatic drain valves Model KN24000 or equal on all air tanks. Spring set parking brakes on both rear axles. All brake drums to be cast iron. Brake linings to be non-asbestos. Quick connect couplings to be located in a protected area near the front bumper. Couplings will not be mounted to the bumper. Milton M Type or approved equal Female coupling 1/2" to air tanks Milton M Type or approved equal.

4.12.12 UNIT TO BE EQUIPPED WITH THE FOLLOWING ADDITIONAL EQUIPMENT:

ADD:

4.12.12.18 Seats: Front seat bucket type, rear seat bench type.

4.12.15 ASPHALT DISTRIBUTOR SPECIFICATIONS:

Changed to read:

4.12.15.3 Tank – Minimum 1000 gallon capacity with steel shell and full section surge plates. The tank shall have 2" fiberglass insulation or equal and be covered with aluminum jacketing. There shall be a 20" manhole with a spill collar, rollover protection and a basket type strainer. A pencil type thermometer with a 50 to 400 degree range and include a dipstick to indicate flue coverage. The tank gauge shall be float type in maximum 100 gallon increments. Include a minimum 3" dial thermometer and a 12' X 3" flex steel or rubber load hose with coupling. Ladder for manhole access.

Changed to read:

4.12.15.5 Heating System – minimum single heating U-type flue with fuel oil burner of at least 500,000 BTU. System to include electric driven fuel pump and blower with auto ignition or continuous ignition system and thermostatically controlled out fire protection.

Changed to read:

4.12.15.6 Spray Bar – Minimum 12 foot full circulating spray bar with 8 foot center section and two 2-foot folding non-removable sections with breakaway features. Height adjustable shifting with manual wing fold, electric hydraulic gang

on/off with manual flip valve control every 4 inches. Unit to include a spray bar on/off switch in cab of the truck. There shall be a 25' rubber hand spray hose with cold handle type gun with three nozzles and a valve to control flow

4.13	ITEM	QUANTITY	DESCRIPTION
	11	2	3 Cubic Yard Wheel Loader

Change specification in its entirety to read:

4.13.1 ENGINE: Type to be industrial, minimum Tier IV Interim certified diesel, liquid cooled with a minimum 152HP engine. Engine to have a dual element dry type air cleaner, 110 volt minimum block heater, key type ignition, OEM engine protection/ idle-down or shutdown system, permanent antifreeze with coolant recovery system, OEM oil pressure, water temperature, fuel, volt, hour gauges/meters, and tachometer or electronic display. Acceptable model: John Deere Power Tech PVX 6068 or proven equal.

4.13.2 ELECTRICAL: Unit to be equipped with a 24 volt, 60-amp alternator and two (2) 12 volt 650 CCA batteries.

4.13.3 GVWR: 27,500 minimum operating weight (excluding wheel weights).

4.13.4 CAB: Fully enclosed, OSHA approved ROPS and FOPS cab. Unit to be 133, maximum overall cab height and to be equipped with the following (minimums):

4.13.4.1 Electric horn

4.13.4.2 OEM Air Conditioning, heater, and defroster

4.13.4.3 Front and rear electric windshield wipers with washers

4.13.4.4 Adjustable sun visor(s) and/or sun strip in windshield

4.13.4.5 Full back with armrests, foam cushioned operator's seat with adjustable suspension

4.13.4.6 Fully hydraulic operating controls with single (1) lever loader control

4.13.4.7 Left and right rear view windows

4.13.7.8 Dome light

4.13.5 STEERING: Power steering to be fully hydraulic with an articulation angle of 80 degrees (40 degrees each direction) and a turning radius of a maximum of 20ft.

4.13.6 TIRES/WHEELS: 20.5 R25 Tires must have a tread width of 76.00 inches. (Michelin 1 Star L-3 or equivalent).

4.13.7 TRANSMISSION: Countershaft-type power shift or hydrostatic drive.

4.13.8 HYDRAULIC SYSTEM: Unit will have a system relief at quick couplers of 3500psi minimum. An auxiliary standard flow of 23 gpm and a auxiliary high flow of 36.6 gpm are the minimum mandatory requirements.

4.13.9 AXLES: Unit to be equipped with planetary reduction drive axles.

4.13.10 PERFORMANCE: Unit will have a minimum Rated Operating Capacity of 28,000 lbs. Standard braking system and safety features will be included.

4.13.11 FUEL SYSTEM: Fuel tank must be a minimum of 45 gallons and DEF tank must be a minimum of 5 gallons if equipped.

4.13.12 LOADER: Loader to be 4 wheel drive loader with a 3 cubic yard bucket in front. Loader to include quick release general purpose dirt bucket with bolt-on, reversible cutting edge and no teeth:

- 4.13.12.1 Minimum 150 inch bucket hinge pin height
- 4.13.12.2 Minimum 21,000 pounds (SAE) breakout force
- 4.13.12.3 Minimum 20,000 pounds (SAE) strait tipping load

4.13.13 SEATING: Optional Deluxe Suspension Seat. Cloth or premium synthetic upholstery with retractable seatbelt should be available.

4.13.14 SAFETY: Seatbelts, running daytime lights, backup alarm.

4.14	ITEM	QUANTITY	DESCRIPTION
	12	2	Trailer Mounted Self feeding Brush chipper

Changed to read:

4.14.3 FUEL: Diesel, minimum 45 gallon tank with a D.E.F. tank capacity, if equiped equivalent to the ratio of the fuel tank capacity

PRICE SCHEDULE:

The following items were changed or deleted from the Price Schedule.

Changed to read:

ITEM	QUANTITY	DESCRIPTION
2	2	Diesel Dozer Construction Tracked Excavator

DELETED:

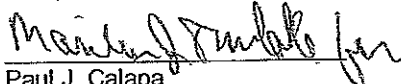
ITEM	QUANTITY	DESCRIPTION
4	1	Tracked Excavator

DELETED:

ITEM	QUANTITY	DESCRIPTION
9	1 Each	Wheeled Loader

Changed to read:

ITEM	QUANTITY	DESCRIPTION
11	2	3 Cubic Yard Wheel Loader



Paul J. Calapa
Purchasing Administrator
Finance Department, Purchasing Division

Date: 7-30-15

Company Name: Vermeer Texas-Louisiana

Address: 16593 IH-35 N

City/State/Zip Code: Seima TX 78154


Signature

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

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

Tracking. This solicitation is not eligible for a preference based on status as a veteran-owned small business (VOSB). Nevertheless, in order to determine whether the program can be expanded at a later date, the City tracks VOSB participation at both prime contract and subcontract levels.

Certification. The City relies on inclusion in the database of veteran-owned small businesses (VOSB) maintained by the U.S. Small Business Administration to verify VOSB status; however, veteran status may also be confirmed by certification by another public or private entity that uses similar certification procedures.

Definitions.

The program uses the federal definitions of veteran and veteran-owned small business found in 38 CFR Part 74.

- The term "veteran" means a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps, Coast Guard, for any length of time and at any place and who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in line of duty or while in training status.
- A veteran-owned small business is a business that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as "small" for Federal business size stand purposes.

The program uses the below definition of joint venture.

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

The program does not distinguish between a veteran and a service-disabled veteran-owned business and is not limited geographically.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR BID/PROPOSAL.

INSTRUCTIONS

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

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

SOLICITATION NAME/NUMBER: _____

Name of Respondent:	John M. Carver	
Physical Address:	16593 IH 35 N	
City, State, Zip Code:	Selma TX, 78154	
Phone Number:	210-337-7700	
Email Address:	JohnC@vermoretexas.com	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the SBA Certification #	N/A	
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.	N/A	
Participation Percentage:	N/A	
Participation Dollar Amount:	N/A	

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes	<input checked="" type="radio"/> No
Name of SUBCONTRACTOR Veteran-Owned Small Business:	N/A	
Physical Address:	/	
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is SUBCONTRACTOR certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the SBA Certification #	N/A	
If not certified by the SBA, is SUBCONTRACTOR certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the name of the entity who has certified SUBCONTRACTOR as a VOSB. Include any identifying certification numbers.	N/A	
Participation Percentage:	/	
Participation Dollar Amount		

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

ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

BIDDER/RESPONDENT'S FULL NAME:

John M. Carver
(Print Name) Authorized Representative of Bidder/Respondent


(Signature) Authorized Representative of Bidder/Respondent

Sales Rep.
Title

7-27-15
Date

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SOLICITATION NAME/NUMBER: _____

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

Name of Business:	Vermeer Texas-Louisiana	
Physical Address:	3025 N. STATE HWY 161	
City, State, Zip Code:	IRVING, TX, 75062	
Phone Number:	972-255-3500	
Email Address:	VermeerTX@vermeertexas.com	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent:	168	
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	Yes	<input checked="" type="radio"/> No
Has the business been headquartered in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	<input checked="" type="radio"/> No
If the answers to the questions above are "Yes", stop here. If the answer to either of the above questions is "No", provide responses to the following questions:		

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

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

Name of Business:	Vermeer Texas - Louisiana	
Physical Address:	16593 IH 35 N	
City, State, Zip Code:	Selma TX 78154	
Phone Number:	210 337 7700	
Email Address:	JohnC@vermeertexas.com	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent in the local office:	18	
Is the business located in the incorporated San Antonio city limits? (circle one)	Yes	<input checked="" type="radio"/> No
Has the business been located in the incorporated San Antonio city limits for one year or more? (circle one)	<input checked="" type="radio"/> Yes	No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	<input checked="" type="radio"/> No
Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	<input checked="" type="radio"/> No
Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one)	<input checked="" type="radio"/> Yes	No

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

ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

BIDDER'S / RESPONDENT'S FULL NAME:

John M. Carver
(Print Name) Authorized Representative of Bidder / Respondent


(Signature) Authorized Representative of Bidder / Respondent

Sales Rep.
Title

7-27-15
Date

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

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

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

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

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

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

Attachment - C

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



July 30th, 2015

City of San Antonio
Attn: LD McGlarity

We are pleased to quote the following equipment for your consideration:

(1) Vermeer BC1500 Brush Chipper

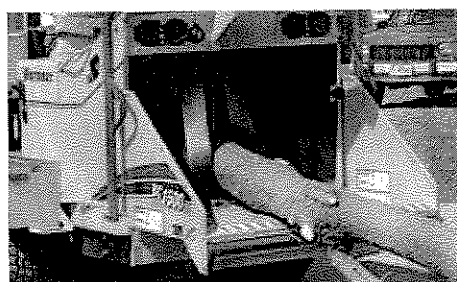
130 HP Cummins Diesel Tier 4i Engine
15" Capacity drum style chipper
High coolant temp/ low oil pressure automatic shutdown
SmartFeed
EcoIdle
Pintle hitch
Lower Feed Safety Stop Bar
Electric Brakes
Standard 1 Year/ 1,000 Hour Warranty

BC1500:	\$46,000.00
Freight & Prep:	<u>\$1,090.00</u>
Total Sale Price:	\$47,090.00

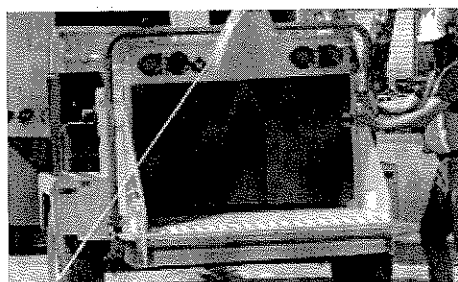
Respectfully submitted,

John Carver
Sales Rep.
Vermeer Equipment of Texas, Inc.
Mobile: 210-997-9416

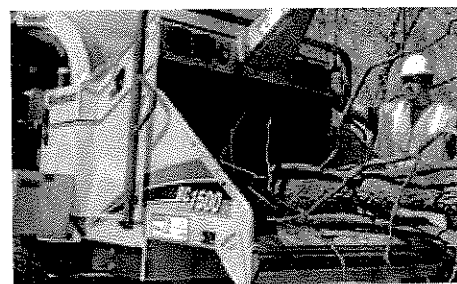
BC1500 BRUSH CHIPPER



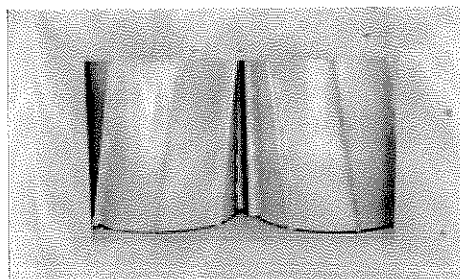
CHIPPING PRODUCTIVITY. The SmartFeed system monitors engine rpm and automatically stops and reverses the feed rollers to enhance production. This system also senses feed roller jams and manipulates the material automatically to reduce the need for manual control bar use.



EASILY LIFT HEAVY MATERIAL. An optional winch allows operators to move large logs effortlessly. The 150' (45.7 m) winch line can handle logs up to 2000 lb (907.2 kg) and can automatically lift the log onto the feed table.



OPERATOR SAFETY. Mounted over the feed table, the four-position upper feed control bar enables the operator to stop the feed rollers and select forward/reverse. The patented bottom feed stop bar is strategically located to make it possible for an operator's leg to strike the bar and shut off the feed mechanism either intentionally or automatically in an emergency situation.

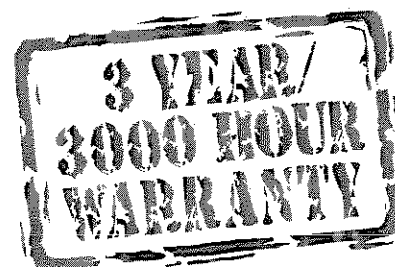


SMOOTH FEEDING. Vertical feed rollers with helical cleats help hold material firmly to the infeed table which reduces vibration, shock and structural loading to the rear of the machine.

ECODLE™

ECODLE™ ENGINE CONTROL SYSTEM.

When the Ecodle function is selected by the operator, the engine speed automatically lowers to a preset rpm after 60 seconds or 5 minutes of inactivity to help reduce fuel consumption when not chipping material. Due to this idling, noise and greenhouse emissions are also reduced.



EXTENDED WARRANTY. The 3-year/3000-hour extended warranty on drum housings, cutter drums, shaft and ring-fetter hubs offers you peace of mind, in addition to the 1-year/1000-hour Vermeer equipment limited warranty.

BC1500 BRUSH CHIPPER

GENERAL

Length: 14.9' (4.5 m)

Width: 86" (218.4 cm)

Height: 104" (264.2 cm)

Weight (with winch): 6907 lb (3133 kg)

Weight: 5825 lb (2642.2 kg)

ENGINE

Make/Model: Cummins QSB4.5 Turbo Tier 4i (Stage IIIB)

Gross Horsepower: 130 hp (97 kW)

Fuel tank: 45 gal (170.3 L)

Torque (max): 459 ft-lb (622.3 Nm) @ 2400 rpm

Fuel type: Diesel

Number of cylinders: 4

Cooling medium: Liquid

FEED/DISCHARGE SYSTEM

Chipping capacity (max): 15" (38.1 cm)

Infeed opening height: 20" (50.8 cm)

Infeed opening width: 15" (38.1 cm)

Feed table height: 32" (81.3 cm)

Feed speed (max): 122 ft/min

Feed roller dimensions: 20.9" (53.1 cm) diameter

CUTTING SYSTEM

Drum dimensions: 22.5" diameter x 22" wide
(57.2 cm x 55.9 cm)

Drum speed: 1980 rpm

Knives: Two A8 chipper steel reversible

Bedknife: 2 usable edges

Engagement type: Automotive-style clutch

HYDRAULICAL SYSTEM

Hydraulic tank: 12 gal (45.4 L)

Hydraulic flow (max): 5.5 gpm

ELECTRICAL

System voltage: 12 V

Lights: LED brake, turn, tail, license, side indicators

CHASSIS/BRAKES

Frame: 7" x .25" (17.8 cm x .6 cm) Z-channel

Tires: LT285/75R16 load range E (flotation)

Axle/Suspension: 7000 lb (3175.2 kg) rubber torsion

Electrical brakes with breakaway switch

OPTIONS

Extended warranty

Special paint

Planned maintenance

Confidence Plus

Winch

NOTES:

Vermeer Corporation reserves the right to make changes in engineering, design and construction without notice, and without liability, at any time without notice or obligation. Equipment shown is for illustrative purposes only and may not represent actual equipment. Please contact your local Vermeer dealer for more information on machine specifications. Vermeer, the Vermeer logo, Vermeer logo, Vermeer logo and Vermeer are registered trademarks of Vermeer Corporation in the U.S. and other countries. © 2015 Vermeer Corporation. All Rights Reserved. Printed in the U.S.A. Please recycle.



EQUIPPED TO
DO MORE