

AN ORDINANCE      2014 - 06 - 12 - 0415

**ACCEPTING THE OFFERS FROM FREIGHTLINER OF AUSTIN, GRANDE TRUCK CENTER OF SAN ANTONIO AND WASTE SYSTEMS EQUIPMENT, INC. TO PROVIDE 25 GRAPPLERS AND ROLL OFF HOIST TRUCKS TO THE CITY OF SAN ANTONIO FOR A TOTAL COST OF \$4,231,576.86, FUNDED WITH THE EQUIPMENT RENEWAL AND REPLACEMENT FUND AND THE SOLID WASTE MANAGEMENT DEPARTMENT OPERATING FUND, PAID THROUGH A MUNICIPAL LEASE.**

\* \* \* \* \*

**WHEREAS**, offers were submitted by Freightliner of Austin, Grande Truck Center of San Antonio and Waste Systems Equipment, Inc., through the Texas Local Government Purchasing Cooperative (a.k.a. the "Buyboard"), to provide the City with 25 grapplers and roll off hoist trucks for a total cost of \$4,231,576.86; and

**WHEREAS**, this purchase meets the requirements under the terms of the Texas Local Government Purchasing Cooperative agreement adopted by the City of San Antonio by Ordinance No. 97097 on January 30, 2003; **NOW THEREFORE:**

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

**SECTION 1.** The offers from Freightliner of Austin, Grande Truck Center of San Antonio and Waste Systems Equipment, Inc. to provide the City with 25 grapplers and roll off hoist trucks for a total cost of \$4,231,576.86 are hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements, and further subject to execution of a lease-purchase funding agreement, or identification and appropriation of other available funds. The bid tabulations and contracts are attached hereto and incorporated herein for all purposes as **Exhibit I**.

**SECTION 2.** Funding in the amount of \$2,913,946.39 for this ordinance is available in Fund 72001000, Cost Center 3503200001 and General Ledger 5501050, as part of the Fiscal Year 2014 Budget. Expenses not to exceed \$1,317,630.47 are available in Fund 55005005, 2014 EQUIPMENT ACQUISITION-SWMD through a purchase lease agreement. Principal and interest payments will be charged to Cost Center 5501290001 and General Ledgers 5404010 and 5404020, respectively.

**SECTION 3.** Payment not to exceed the budgeted amount of \$1,212,394.00 is authorized to Freightliner of Austin and should be encumbered with a purchase order, subject to availability of funds.

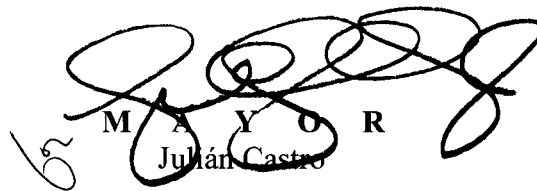
**SECTION 4.** Payment not to exceed the budgeted amount of \$1,313,117.00 is authorized to Grande Truck Center of San Antonio and should be encumbered with a purchase order, subject to availability of funds.

**SECTION 5.** Payment not to exceed the budgeted amount of \$1,706,065.86 is authorized to Waste Systems Equipment, Inc. and should be encumbered with a purchase order, subject to availability of funds.

**SECTION 6.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

**SECTION 7.** This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage hereof.

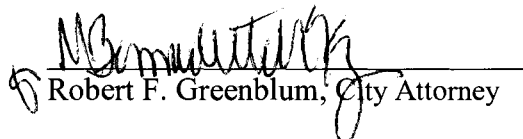
**PASSED AND APPROVED** this 12<sup>th</sup> day of June, 2014.

  
MAYOR  
Julian Castro

**ATTEST:**

  
Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**

  
Robert F. Greenblum, City Attorney

<b>Agenda Item:</b>	<b>10 ( in consent vote: 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 16, 18, 19, 21, 22, 23, 24, 25, 26, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41 )</b>						
<b>Date:</b>	06/12/2014						
<b>Time:</b>	09:30:08 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance accepting the offers from Freightliner of Austin, Grande Truck Center of San Antonio and Waste Systems Equipment, Inc. to provide 25 grapplers and roll off hoist trucks to the City of San Antonio for a total cost of \$4,231,576.86, funded with the Equipment Renewal and Replacement Fund and the Solid Waste Management Department Operating Fund paid through a Municipal Lease. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Julián Castro	Mayor	x					
Diego Bernal	District 1		x			x	
Ivy R. Taylor	District 2		x				
Rebecca Viagran	District 3		x				x
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8	x					
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

# EXHIBIT I

## City of San Antonio Bid Tabulation

Opened: April 24, 2014			Non-Local		Non-Local		Local	
For: Brush Collection Grapplers and Roll Off Hoist Trucks			BuyBoard		BuyBoard		BuyBoard	
6100004279			LD					
			Freightliner of Austin		Waste Systems Equipment, Inc.		Grande Truck Center	
			1701 Smith Rd.		300 Western Park		4562 IH-10 East	
			Austin, TX 78721		San Antonio, TX 78228		San Antonio, TX 78219	
			512-389-0000		888-889-2783		210-666-7112	
Item	Description	QTY						
1A	Brush Collection Grappler Truck Chassis (Minimum GVWR 37,000-lbs.):	14						
	Price Each:		\$86,571.00		No Bid		\$90,416.00	
	Price Total:		\$1,211,994.00				\$1,265,824.00	
	Percentage between lowest responsive bid and local bid:						4.44%	
	Price differential:						\$53,830.00	
	Year, Make & Model Cab & Chassis:		2015 Freightliner M2-106				2015 Western Star 4700 SB	
	Cab & Chassis Warranty:		1 year, 100K Miles				1 year	
	Specific Make & Model of Engine Offered (Include SAE Net HP):		Cummins ISL 9 - 330 HP.				Cummins ISL 8.9 - 330 H.P. 1000 lb ft Torque	
	Engine Warranty:		2 yr. 250K Miles				2 years or 250,000 miles	
	Specific Make & Model of Transmission Offered:		Allison 3000 RDS				Allison 3000 RDS	
	Transmission Warranty:		5 years Unlimited Miles				60 Month	
	Warranty Service Provider Name:		Doggett Freightliner of South Texas, LLC.				Grande Truck Center	
	Warranty Providers Address:		8700 IH 10 East, Converse, TX 78109				4562 IH-10 East, San Antonio, TX 78219	
	Production Cut-off Date:		12/31/2014				July 3, 2014	
	Last day order can be placed without missing cut-off date:		12/1/2014				July 1, 2014	
	Can bidder provide bid items after cut-off date:		Yes				No	
1B	Truck Body, and Knuckle Boom Loader, mounted on Item 1A:	14						
	Price Each:		No Bid		\$79,112.49		No Bid	
	Price Total:				\$1,107,574.86			
	Make & Model of Loader:				Rotobac M-22 w/ 045 Bucket			
	Warranty:				12 Months or 2,000 Hours of Use			
	Warranty Service Providers Name:				Waste Systems Equipment, Inc.			
	Warranty Providers Address:				300 Western Park, San Antonio, TX 78228			
	Production Cut-off Date:				December 31, 2014			
	Last day order can be placed without missing cut-off date:				December 30, 2014			
	Can bidder provide bid items after cut-off date:				No			



**City of San Antonio Bid Tabulation**

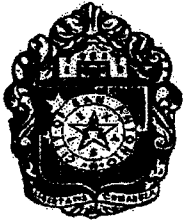
Opened: April 24, 2014			<b>Non-Local</b>	<b>Non-Local</b>	<b>Local</b>
For: Brush Collection Grapplers and Roll Off Hoist Trucks			<b>BuyBoard</b>	<b>BuyBoard</b>	<b>BuyBoard</b>
6100004279			Freightliner of Austin	Waste Systems Equipment, Inc.	Grande Truck Center
LD			1701 Smith Rd.	300 Western Park	4562 IH-10 East
			Austin, TX 78721	San Antonio, TX 78228	San Antonio, TX 78219
			512-389-0000	888-889-2783	210-666-7112
<b>Item</b>	<b>Description</b>	<b>QTY</b>			
2A	Brush Collection Grapppler Truck Chassis (Minimum GVWR 64,000-lbs.):	2			
	Price Each:		\$117,246.00	No Bid	\$120,098.00
	Price Total:		\$234,492.00		\$240,196.00
	Percentage between lowest responsive bid and local bid:				2.43%
	Price differential:				\$5,704.00
	Year, Make & Model Cab & Chassis:		2015 Freightliner SD114		2015 Western Star 4700 SB
	Cab & Chassis Warranty:		1 year - 100K Miles		1 year
	Specific Make & Model of Engine Offered (Include SAE Net HP):		Detroit DD13 435 HP		Detroit DD13 12.8 435 H.P. 1550 lb. ft. Torque
	Engine Warranty:		2 yrs - Unlimited Miles - All / 5 yrs - 500K Miles (Major Comp.)		2 years or 250,000 miles
	Specific Make & Model of Transmission Offered:		Allison 4500 RDS		Allison 4500 RDS
	Transmission Warranty:		5 yrs. Unlimited Miles		60 Month
	Warranty Service Provider Name:		Doggett Freightliner of South Texas, LLC.		Grande Truck Center
	Warranty Providers Address:		8700 IH 10 East, Converse, TX 78109		4562 IH-10 East, San Antonio, TX 78219
	Production Cut-off Date:		12/31/2014		July 3, 2014
	Last day order can be placed without missing cut-off date:		12/1/2014		July 1, 2014
	Can bidder provide bid items after cut-off date:		Yes		No
2B	Roll Off Tilt Frame Hoist and Knuckle Boom Loader, mounted on Item 2A:	2			
	Price Each:		No Bid	\$96,784.00	No Bid
	Price Total:			\$193,568.00	
	Make & Model of Loader:			Rotobac M-22 w/ 045 Bucket	
	Warranty:			5 Years	
	Warranty Service Providers Name:			Waste Systems Equipment, Inc.	
	Warranty Providers Address:			300 Western Park, San Antonio, TX 78228	
	Production Cut-off Date:			December 31, 2014	
	Last day order can be placed without missing cut-off date:			December 30, 2014	
	Can bidder provide bid items after cut-off date:			No	

## City of San Antonio Bid Tabulation

Opened: April 24, 2014		New Board		New Board		New Board	
For: Brush Collection Grapplers and Roll Off Hoist Trucks		BuyBoard		BuyBoard		BuyBoard	
6100004279		LD		Freightliner of Austin		Waste Systems Equipment, Inc.	
		1701 Smith Rd.		300 Western Park		Grande Truck Center	
		Austin, TX 78721		San Antonio, TX 78228		San Antonio, TX 78219	
		512-389-0000		888-889-2783		210-666-7112	
Item	Description	QTY					
3A	Cab and Chassis, Minimum 66,000 lbs. GVWR:	9			No Bid		
	Price Each:		\$116,984.00				\$119,169.00
	Price Total:		\$1,052,856.00				\$1,072,521.00
	Percentage between lowest responsive bid and local bid:						1.87%
	Price differential:						\$19,665.00
	Year, Make & Model Cab & Chassis:		Freightliner 114 SD				2015 Western Star 4700 SA
	Cab & Chassis Warranty:		1 yr - 100K Miles				1 year
	Specific Make & Model of Engine Offered (Include SAE Net HP):		Detroit DD13 435 HP				Detroit DD13 12.8 435 H.P. 1550 lb. ft. Torque
	Engine Warranty:		2 yr. - Unlimited Miles - All / 5 yr. 500K Miles Major Comp				2 years or 250,000 miles
	Specific Make & Model of Transmission Offered:		Allison 4500 RDS				Allison 4500 RDS
	Transmission Warranty:		5 yr - Unlimited Miles				60 Month
	Warranty Service Provider Name:		Doggett Freightliner of South Texas, LLC.				Grande Truck Center
	Warranty Providers Address:		8700 IH 10 East, Converse, TX 78109				4562 IH-10 East, San Antonio, TX 78219
	Production Cut-off Date:		12/31/2014				July 3, 2014
	Last day order can be placed without missing cut-off date:		12/1/2014				July 1, 2014
	Can bidder provide bid items after cut-off date:		Yes				No
3B	Roll Off Tilt Frame Hoist with Tarp System, Mounted on Item 3A:	9					
	Price Each:		No Bid		\$44,947.00		No Bid
	Price Total:				\$404,523.00		
	Make & Model of Roll Off Tilt Frame Hoist:				Stellar SI75174OR		
	Warranty:				5 Years		
	Warranty Service Providers Name:				Waste Systems Equipment, Inc.		
	Warranty Providers Address:				300 Western Park, San Antonio, TX 78228		
	Production Cut-off Date:				December 31, 2014		
	Last day order can be placed without missing cut-off date:				December 30, 2014		
	Can bidder provide bid items after cut-off date:				No		

City of San Antonio Bid Tabulation

Opened: April 24, 2014			Non-Local		Non-Local		Local	
For: Brush Collection Grapplers and Roll Off Hoist Trucks			BuyBoard		BuyBoard		BuyBoard	
6100004279			LD					
			Freightliner of Austin		Waste Systems Equipment, Inc.		Grande Truck Center	
			1701 Smith Rd.		300 Western Park		4562 IH-10 East	
			Austin,		San Antonio,		San Antonio,	
			TX 78721		TX 78228		TX 78219	
			512-389-0000		888-889-2783		210-666-7112	
Item	Description	QTY						
4	Cooperative Fee Each	1						
	Cooperative Fee Each		\$400.00		\$400.00		\$400.00	
	Cooperative Fee Total		\$400.00		\$400.00		\$400.00	
	Payment Terms		Net 30		Net 30		Net 30	
	Total		\$1,212,394.00		\$1,706,065.86		\$1,313,117.00	
	Total Award		\$1,212,394.00		\$1,706,065.86		\$1,313,117.00	



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

REQUEST FOR OFFER ("RFO") NO.: 6100004279

**BRUSH COLLECTION GRAPPLERS AND ROLLOFF HOIST TRUCKS**

Date Issued: APRIL 3, 2014

**RESPONSES MUST BE RECEIVED NO LATER THAN:**  
**10:00 AM APRIL 24, 2014**

**COPY**

Responses 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:

Purchasing & General Services  
Riverview Tower  
111 Soledad, Suite 1100  
San Antonio, Texas 78205

Mailing Address:

Purchasing & General Services  
P.O. Box 839966  
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"BRUSH COLLECTION GRAPPLERS AND ROLLOFF HOIST TRUCKS"

Offer Due Date: 10:00 A.M., APRIL 24, 2014

RFO No.: 6100004279

Offeror'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 Offerors and Attachments sections for more information on these requirements.

Pre-Submittal Conference \* YES

\* If YES, the Pre-Submittal conference will be held on **APRIL 10, 2014** at 10:00 AM at FLEET TRAINING ROOM, 329 S. FRIO, 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

SBEDA Contact Information: , 210-207-3900,

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### 003 - INSTRUCTIONS FOR OFFERORS

#### Submission of Offers.

Submission of Hard Copy Offers. Submit one original offer, signed in ink, and two copies of the offer enclosed in a sealed envelope addressed to the Purchasing and General Services Department at the address and by the due date provided on the Cover Page. The name and address of offeror, the offer due date and RFO number and title shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected.

Submission of Electronic Offers. Submit one offer electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer 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.

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

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

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

Offerors must sign the Signature Page on hard copy offers and return the RFO document to City. For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

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

Certified Vendor Registration Form. If Offeror has not completed the City's Certified Vendor Registration (CVR) Form, Offeror is required to do so prior to the due date for submission of offers. The CVR form may be accessed at <http://www.sanantonio.gov/purchasing/>. Offerors 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 Offers. Alternate offers may be allowed at the sole discretion of City.

Hard Copy Alternate Offers. Hard copy alternate offers must be submitted in separate sealed envelopes in the same manner as submission of other offers. Alternate offers must be marked consecutively on the envelope as Alternate Offer No. 1, 2, etc. Failure to submit alternate offers in separate envelopes may result in rejection of an offer.

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

Catalog Pricing. (This section applies to offers using catalog pricing, unless this is a cooperative purchase.)

The offer 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.

Offerors shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which an offer is submitted. Offeror shall provide said catalog at the time of submission of its offer. 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 offers submitted electronically.

Offerors 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 the City Purchasing & General Services Department.

Specified items identified herein, if any, are for overall offer 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.

Offerors are prohibited from communicating with: 1) elected City officials and their staff regarding the RFO or offers from the time the RFO has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFO 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 RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the restrictions on communication with City employees include:

Offerors may ask verbal questions concerning this RFO at the Pre-Submittal Conference.

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before 3 calendar days prior to the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

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

Offerors 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 RFO after the 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, respondents and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Lisa Brice, who may be reached via telephone at (210) 207-3505 or through e-mail at [lisa.brice@sanantonio.gov](mailto:lisa.brice@sanantonio.gov). Respondents 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 RFO after the 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. Offerors 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 City.

#### Changes to RFO.

Changes to this RFO made prior to the offer due date shall be made directly to the original RFO. Changes are captured by creating a replacement version each time the RFO is changed. It is Offeror's responsibility to check for new versions until the offer due date. City will assume that all offers received are based on the final version of the RFO as it exists on the day offers are due.

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

#### Preparation of Offers.

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

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

Line Item Offers. Any offer that is considered for award by each unit or line item, must include a price for each unit or line item for which Offeror wishes to be considered. All offers 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" offer in the Supplemental Terms & Conditions.

All or None Offers. Any offer 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" offer, a unit price left blank shall result in the offer being deemed nonresponsive and disqualified from consideration. An "All or None" offer is one in which City will award the entire contract to one offeror only.

Delivery Dates. Proposed delivery dates must be shown in the offer form where required and shall include weekends and holidays, unless specified otherwise in this RFO. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the offer. 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. Offerors must not include such taxes in offer prices. An exemption certificate will be signed by City where applicable upon request by Offeror after contract award.

Samples, Demonstrations and Pre-award Testing. If requested by City, Offeror shall provide product samples, demonstrations, and/or testing of items offered 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 an offer. All samples (including return thereof), demonstrations, and/or testing shall be at Offeror'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.

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

Offerors 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 RFO. No plea of ignorance by Offeror will be accepted as a basis for varying the requirements of City or the compensation to Offeror.

Confidential or Proprietary Information. All offers become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Offeror 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 Offeror may not be considered confidential under Texas law, or pursuant to a Court order. Pricing may be tabulated and posted to City's website, so shall not be considered proprietary or confidential.

Costs of Preparation. Offeror shall bear any and all costs that are associated with the preparation of the Offer, attendance at the Pre-Submittal conference, if any, or during any phase of the selection process.

#### Rejection of Offers.

City may reject any and all offers, in whole or in part, cancel the RFO and reissue the solicitation. City may reject an offer if:

Offeror misstates or conceals any material fact in the offer; or

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

The offer is conditional; or

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

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

Changes to Offer Form. Offers must be submitted on the forms furnished. Offers that change the format or content of City's RFO may be rejected.

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Written notice of withdrawal shall be provided to the Staff Contact Person for offers submitted in hard copy. Offers submitted electronically may be withdrawn electronically.

#### Evaluation and Award of Contract.

City reserves the right to make an award on the basis of City's best interests. Award may also be made based on 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" offer in the Supplemental Terms & Conditions.

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

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 RFO, Offerors' facilities and equipment may be a determining factor in making the offer award. All Offerors may be subject to inspection of their facilities and equipment.

#### Prompt Payment Discount.

Provided Offeror meets the requirements stated herein, City shall take Offeror'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 offer price, either per line item or total offer 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 offer evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the offer price during offer evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

**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 offers, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us). Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Offeror should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your sealed offer. 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 issuing this Request for Offer (RFO) to furnish Brush Collection Grappler Trucks in accordance with the Building and Equipment Services specifications listed herein. These vehicles include cab and chassis, brush body, knuckle boom loaders and roll off hoist. They will be utilized for brush collection by the Solid Waste Management Department. This RFO is issued pursuant to cooperative purchasing contract number 430-13 through BuyBoard for the cab and chassis vendor that will provide the brush collection grapple truck and roll off truck cab and chassis and contract 425-13 through BuyBoard for the truck body vendor that will provide the truck body, knuckle boom loader and roll off hoist.
- 4.2 **DELIVERY DATES:**
- 4.2.1 The cab and chassis vendor shall deliver a cab and chassis to The truck body vendor no later than 120 days after receipt of City's Purchase Order. Both parties shall execute and deliver to City a joint document confirming to City the date the cab and chassis is delivered to the truck body vendor within 5 days of said delivery.
- 4.2.2 The truck body vendor shall complete its installation of equipment and conversion no later than 165 days after receipt of the Cab & Chassis from The cab and chassis vendor , unless extension is granted in writing by the City's Director of Building and Equipment Services, or his designee. The truck body vendor shall notify the cab and chassis vendor in writing of the date the conversion is completed and the unit ready for pick up by the cab and chassis vendor, providing a copy of the notification to City simultaneously.
- 4.2.3 The cab and chassis vendor shall complete all work and deliver turnkey units to City no later than 285 days after receipt of City's original Purchase Order, unless extension is granted in writing by the City's Director of Building and Equipment Services, or his designee.
- 4.2.4 **Time is of the essence in the performance of this contract.** City may assess liquidated damages for late delivery in accordance with section 005 – Supplemental Terms & Conditions.
- 4.3 **GENERAL DESCRIPTION OF SCOPE & SERVICES:**
- 4.3.1 **Background:** The City of San Antonio is soliciting an offer for Cabs & Chassis from The cab and chassis vendor in accordance with the specifications listed herein. The City is also soliciting an offer from the truck body vendor to add the truck body and knuckle boom loader to each cab & chassis.
- 4.3.2 **Turnkey Delivery:** The City desires a turnkey delivery for these grapple trucks. However, since the purchase of the cabs and chassis, and the bodies, will be from different parties (The cab and chassis vendor and The truck body vendor , respectively) pursuant to different cooperative contracts, the City requires the two vendors to work together to ensure the successful delivery of the final, turnkey units. By submitting an offer pursuant to this contract, Vendor is accepting these terms and conditions, acknowledging interdependence with the other vendor, and agreeing that payment shall only be made once the final unit is delivered to and accepted by the City. **CITY SHALL HAVE NO RESPONSIBILITY TO PAY OR PERFORM UNTIL SUCH TIME AS A TURNKEY UNIT IS ACCEPTED BY CITY.**
- 4.3.3 **Nature of Contract Document:** Due to the unique nature of this agreement, City is presenting identical contracts to both vendors for signature. It is understood by the parties that while many terms and conditions contained herein apply to both parties, some will, by their nature, be applicable to only one party. A party should disregard a provision that is inapplicable to that party. Should there be any doubt as to the applicability of a provision, same shall be resolved by City.
- 4.3.4 **Responsibility of Vendors:** The cab and chassis vendor shall be responsible for delivery of the cab and chassis to the City after The truck body vendor completes its conversion, with all equipment installed and operational. It is the cab and chassis vendor 's responsibility to coordinate delivery of the cab and chassis to the truck body vendor and to retrieve the fully functional, converted cab and chassis and body from the truck body vendor . The cab and chassis vendor shall be responsible for resolving any issues regarding the cab and chassis and body, the conversion work, and the installed equipment prior to final delivery to City. The cab and chassis vendor shall be responsible for the completion of pre-delivery inspections.

4.3.5 Representations from The cab and chassis vendor . The cab and chassis vendor \_hereby represents:

- a) that it takes full responsibility for ensuring problem free installation of equipment and conversion of the cab and chassis and body;
- b) that it shall coordinate and jointly take responsibility for any issues with the conversion and installation of equipment prior to delivering the completed truck to the City of San Antonio;

4.3.6 Representations from both vendors:

Warranty Information: warranties will be serviced by the respective awarded vendor.

4.3.7 The following general conditions will apply to all items within this bid unless specifically excluded within any item. Equipment shall be manufacturer's latest design, standard production model and shall have been manufactured within the last 12 months. All components shall be installed new, unused, and shall be manufacturer's standard equipment unless otherwise specified or replaced herein. Equipment is to be inspected, serviced, and adjusted in accordance with manufacturer's recommended pre-delivery checklist, and ready for operation upon delivery. Manufacturer's Statement of Origin (MSO) showing manufacture within the last 12 calendar months, and completed pre-delivery checklists for chassis and body 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.

4.3.8 **Warranty and Parts – Dealer and manufacturer must provide the maximum standard manufacturer's warranty on all components parts and service included. All components, parts, and service are required to provide as a minimum one year unlimited mileage/hour warranty. All warranty times to start the date the vehicle is placed in service, not on the delivery date. The dealer will be notified by letter of the in-service date of each vehicle by serial number. Vendor will fully explain the warranty by attaching separate, authenticated correspondence 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 Bexar County or within a ten mile radius of Bexar County line and by a factory-authorized dealer (NO EXCEPTIONS). All warranty repairs must be completed within 3 days from the date equipment is delivered to the vendor unless otherwise approved by the appropriate City of San Antonio maintenance superintendent. By submitting an offer, Vendor certifies that all repairs needed after the warranty period is available within Bexar County.**

4.3.9 The engine offered by bidder must meet the Environmental Protection Agency (EPA) emission standards in effect at the time the bid is submitted, without the benefit of averaging, banking, trading, or emission credits. Bidder shall submit a copy of the applicable EPA certificate with its bid. Only engines using selective catalytic reduction (SCR) technology will be accepted.

4.3.10 **Equipment Manuals – Vendor to furnish one set of operator manuals covering all major components of the vehicle (cab, chassis and bodies) for each unit delivered. Vendor shall also provide 5 complete sets of operator and shop repair manuals or CD/DVDs 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.**

4.3.11 **Delivery – All deliveries are to be made inside the City limits of San Antonio. Vendor must deliver equipment between the hours of 8:00 a.m. and 3:00 p.m. (CST) on a City business day. 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. The Manufacturer's Statement of Origin (MSO), invoice and weight certification ticket are required upon delivery of each unit and before payment can be processed. Vehicles with more than 2300 miles accumulated on the odometer will not be accepted. All vehicles are required to have a full tank of fuel and DEF fluid, if applicable. Vehicles to be delivered with current State Inspection Decal. Vehicles shall be delivered with current State Inspection Decal.**

Vendor must deliver equipment to:

City of San Antonio,  
Northeast Service Center,  
10303 Tool Yard, Bldg #2,

**San Antonio, TX 78233  
Attn: Acquisitions**

- 4.3.12 All bids must include complete manufacturer's specifications for each model being bid. Vendor is required to notify the City of all production "cut-off" dates necessary for order submission.
- 4.3.13 All accessories and equipment will be OEM. The manufacturer must rate all equipment provided as low emission.
- 4.3.14 Air Conditioning – Air conditioning with integral heater and defroster units supplied under this specification to be OEM installed and designed for use with R-134A refrigerant. System must be capable of maintaining a temperature inside the operator cab of 70° F or less with an ambient temperature of not less than 95° F with a relative humidity of not less than 90%. As a minimum, system must have a radiator-mounted condenser, 3-speed fan and variable thermostat. If radiator mounted condenser is not practical, remote mount must be approved by the Fleet Maintenance and Operations Manager before installation. Roof mounted units not acceptable. All air conditioner components to be compatible and recommended for end item.
- 4.3.15 As used in this bid the left and right side is determined by sitting in the operator seat.
- 4.3.16 Diagnostic Tools – The vendor shall supply the most current version of software for engine, transmission, anti-lock braking system and any systems that require software. The software shall also include a minimum of two year subscription and activation fee. Vendor shall also provide any hardware required for software to communicate with engines ECM (such as data link adapter, wiring harness, etc). Vendor shall provide City with four (4) diagnostic software Licenses with hardware and four (4) diagnostic software renewals/updates. Vendor shall also provide City with four (4) software Licenses for anti-lock braking system, if Bendix braking system is not being offered.

4.4 ITEM	QUANTITY	DESCRIPTION
1A	14 Each	Brush Collection Grappler Truck -Chassis (Minimum GVWR 37,000-lbs.)

**SPECIFICATIONS CAB AND CHASSIS:**

- 4.4.1 Engine –In line six (6) cylinder, minimum 8.9 liter, diesel, minimum 330 net HP rated at not more than 2400-RPM, producing a minimum of 1000-lb. ft. of gross torque rated at not more than 1400-RPM. Engines to be equipped with OEM or equal shut down control on high water temperature and low oil pressure. Electronic engine controls must have all necessary components and wiring to allow for complete operation of a power take off at a pre-determined RPM using an in-cab control (must be load sensitive). Maximum road speed to be electronically limited to **60-MPH +/-2-MPH**. Cruise control will not be activated. Engine will have automatic shut down feature enabled after 5-minutes of idle time.
- 4.4.2 Transmission – Allison 3000-RDS or proven equal with manufacturer's 5 year, unlimited miles, warranty. Push button gear selector and transmission temperature gauge is required.
- 4.4.3 Front Axle – Set back, minimum **14,000-lbs.** capacity with minimum 14,000-lbs. springs, hub piloted steel hubs, ends equipped for disc brakes, with Stemco or equal front wheel visible cap bearing oiler. Front shock absorbers to be heaviest duty available for specified axle.
- 4.4.4 Rear Axle – Minimum **23,000-lbs.** capacity with **23,000-lbs.** spring capacity, minimum 4,000-lbs. multi leaf auxiliary springs, equipped with hub piloted steel hubs, ends equipped for disc brakes. Will be equipped with driver controlled differential lock (DCDL) with warning light and buzzer to indicate engagement located on dash. Stemco or equal oil rear seals. Drive train geared to attain 70-MPH +/- 2-MPH at full engine governed RPM.
- 4.4.5 Brakes – Full air disc brake with dust shields and ABS brake control system. Brakes to be the maximum O.E.M size offered of disc brakes front and rear to meet or exceed August 2011 Federal brake requirements. Air disc brake internal adjuster's front and rear. Minimum 15 CFM compressor, Midland Pure Air Plus dryer model DA-33100, or proven equal, with a manual drain valve on each tank. It is preferred that the air tanks be grouped together, easily accessible to an operator standing at the side of the truck. If not possible, all air tank drains shall

be plumbed to a manifold system where drain valves are at one location, easily accessible to an operator standing at the side of the truck. Spring set parking brakes on rear axle. Quick connect coupling (Milton 747 or equal), connected to the emergency side of air system, to be located in a protected area near the front bumper.

- 4.4.6 Color – OEM white.
- 4.4.7 Wheels & Tires – Wheels to be 10-hole hub piloted steel disk wheel, 22.5 X 9.0, painted white. Tires – 12R 22.5 minimum load range H, tubeless steel belted radial tires. Loose wheel stud/lug indicators shall be installed on all wheels.
- 4.4.8 Two front tow hooks installed on frame and strengthened sufficiently to lift, pull, and tow truck without damaging bumper or other body parts. A wire rope, minimum 1-inch diameter, shall be provided and fastened to both tow hooks to attach tow equipment.
- 4.4.9 Frame – Minimum 3,200,000-RBM, full re-enforced, "C" channel, heat treated, 110,000-PSI steel.
- 4.4.10 Cooling System – Largest capacity radiator with automatic viscous or on/off fan clutch.
- 4.4.11 Electrical – Minimum 1800 CCA battery with a master battery cut-off switch located in the cab of vehicle and accessible from outside of driver door. Alternator shall be rated a minimum 130 amp capacity. To be equipped with oil pressure, water temperature, tachometer, hour meter, and volt or amp gauges. All wiring to be of high quality, abrasion resistant, and to be protected by looms or conduit and terminate in a watertight junction box (unprotected wiring is not acceptable). All wire terminals to be self-sealing and water proof. Jump start studs shall be provided and installed in an area easily accessible for use.
- 4.4.12 Lighting – All lights on cab and chassis and or bodies are to be of LED (Light Emitting Diode) type. If LED front turn signals are not available from the chassis OEM, standard lights may be used. Two strobe lights (WHELEN TIR-6, P/N 01-0663507A33B, SUPER-LED, 500 SERIES DIRECTIONAL WARNING LIGHT or proven equal) will be mounted as high as possible in the grill of the truck. The two (2) front grill mounted strobe lights and rear strobe lights will be wired to be lit whenever the battery disconnect switch is in the "on" position.
- 4.4.13 Fuel System – To be equipped with minimum capacity of 70-gallons, aluminum or steel tank. Fuel filtration system to include primary and secondary filter with water separator. Fuel filler neck is required to have a, full flow screen. Truck will be delivered with a full fuel tank and DEF fluid, if applicable. Fuel tank and DEF tank shall be mounted street side.
- 4.4.14 Exhaust System – Muffler with horizontal exhaust tailpipe and defuser. Must extend to the rear of the vehicle to allow for a 22-foot body (termination within two feet of rear axle is acceptable.) A heat shield, installed under frame rails and around the muffler and exhaust pipes, to protect but not interfere with PTO, hydraulic pump or hoses and to keep excessive heat from radiating to the operator position. Truck will be delivered with a minimum 6 gallon DEF fluid tank.
- 4.4.15 Cab – Air ride suspension cab with running boards, tilt hood, and fenders, left and right hand cab grab handles, and manufacturer's standard AM/FM with CD and Auxiliary input radio. Exterior sun visor, painted the same color as truck. Doors to have armrests. Units to be factory equipped with installed OEM air conditioner, integral heater, defroster units, insulated cab headliner, standard left and right side sun visor, left and right outside mirrors, motorized, west coast type, right and left hand, heavy-duty, 6-inches x 16-inches split focus, (approximately 2/3 flat area, 1/3 adjustable convex) breakaway type. Parabolic mirrors installed on both front fenders to provide view of obstacles on right side of truck from front bumper to rear wheels. Driver seat to be high back bucket type, National Cush-n-Aire or equal. Passenger seat to be non-suspension two man bench seat. Seat belt will be safety orange (seat belt cover not acceptable). Doors will have power windows and locks. Side and rear windows will have factory and the darkest allowable by law aftermarket tinting.
- 4.4.16 PTO – A transmission mounted PTO and direct, or driveline mounted, pump rated at the loader manufactures (Item 2 below) recommended pressure and GPM requirements, will be installed and compatible with the truck transmission (Allison -3000-RDS). The pump must not require more than 1,200-RPM to produce the optimal pressure and flow needed to operate the loader. Pump must be controlled through a speed device that will not allow engagement unless the engine is at idle and the truck transmission is in the neutral position. Pump/PTO must automatically disengage when transmission is shifted out of neutral or engine RPMs exceed 1,300-RPM. Hydraulic oil cooler will be provided.

4.4.17 Units to be equipped with the following additional equipment:

- a) Minimum one (1) electrical and one (1) air horn that meets DOT standards.
- b) Integral power steering
- c) Turn indicators, front and rear, stop and tail lights
- d) Windshield washers and variable speed wipers
- e) Adjustable steering column
- f) Cigar lighter/Power port for use with cell phone
- g) Back up alarm
- h) DOT reflector triangle kit securely mounted in cab
- i) 5-lb., ABC rated fire extinguisher securely mounted in cab
- j) Bracket for 3 ½-gallon water cooler mounted at a location approved by Solid Waste Coordinator before delivery of the first unit.
- k) Current State inspection decal
- l) Decal showing the total height of the unit displayed on the dash.
- m) Delete
- n) Cone rack mounted between cab and body.
- o) Power door windows and locks.
- p) Hour meter.
- q) Loose wheel stud/lug indicators, color orange on all wheels.
- r) All Grappler Cab and Chassis keyed alike (1A and 2A)

4.5 ITEM	QUANTITY	DESCRIPTION
1B	14 Each	Truck Body, and Knuckle Boom Loader, mounted on Item 1A.

**SPECIFICATIONS TRUCK BODIES:**

- 4.5.1 Length – Approximately 22' feet, sized to accept trash bucket in travel position with boom straight not more than 6-inches of empty space between rear end of bucket and tailgate with the boom in the horizontal position.
- 4.5.2 Inside Width – Minimum 94" inches.
- 4.5.3 Longitudinal Sills – Minimum 7-inch, 9.8-lb., high strength steel channel or 2" x 6" x ¼ inch structural tubing.
- 4.5.4 Cross Sills – Minimum 4" inches, formed box channel of "C" section high strength steel, 10-gauge, or 3" inch, 4.1-lb. structural channel. Sills to be installed on maximum 12" inch centers.
- 4.5.5 Side and End Rails – Minimum 5" inch deep, 10-gauge, 3" inch deep for units using 4.1-lb. structural channel.
- 4.5.6 Floor – Minimum 1/4-inch, steel tread plate for units with floor welded to cross members or minimum 3/16-inch, steel tread plate for units with a minimum of 5, floor support long sills, formed of minimum 12-gauge steel channel with floor welded to long sills. All welds may be stitched welded, no spot-welding. A 1/2-inch steel plate will be welded to the floor (bed width and 4-feet long) at the rear of floor and directly under the trash bucket travel position (opened, with jaws to the left and right sides of the body longitudinal centerline).
- 4.5.7 Lighting – All lighting and reflectors will meet or exceed D.O.T. requirements. Reflectors shall be attached with mechanical fasteners. Stop lights, turn signals, backup, marker, and clearance lights shall be LED-type and mounted to reduce the possibility of damage from contact with brush. Four, high intensity strobe lights (WHELEN TIR-6, P/N 01-0663507A33B, SUPER-LED, 500 SERIES DIRECTIONAL WARNING LIGHT or proven equal) to be installed, one in each corner of the tailgate. The two (2) front grill mounted strobe lights and rear strobe lights will be wired to be lit whenever the battery disconnect switch is in the "on" position. Amber mid-ship clearance/turn signal lights shall be mounted on both sides of body.
- 4.5.8 Sides and Head – Body sides and head to be manufactured of 10-gauge steel (minimum ASTM A-570) with a 3-inch wide return type rolled upper rail. Single piece construction of sides is desirable. Two-piece construction is

acceptable only if seams are vertical and centered on the body with one additional vertical brace centered and welded to the outside of the seam. Heads will be of single piece construction. Side vertical braces (minimum 7), evenly spaced each side for structural channel, formed, 6-inch x 3-inch channel, manufactured of minimum 10-gauge steel, firmly welded to sides and floor. Head to have a minimum of two such vertical braces evenly spaced from sides and center. Sides and head to be bed length and 48-inches high from bed level. All sides, head, and braces, to be welded to body floor. Self-cleaning sides will be installed to outside of bed (minimum 10-gauge material) at approximately a 45 degree angle. Install minimum 3/16-inch plates on inside of bed to form self-cleaning floor at approximately 45 degrees. Ends of self-cleaning sides must be completely boxed. All welds to be continuous, no spot-welding. Designs using 4-inch X 3-inch box tubing instead of 3-inch wide return type rolled upper rails are acceptable if such tubing is installed using a continuous weld from front to rear at the upper edge of the body so that ends are completely boxed.

- 4.5.9 Tailgate – Barn door type, hinged at right side of tailgate allowing tailgate to swing out fully to right side of trailer. Two hinges, evenly spaced from top to bottom, with minimum 1"-inch hinge pins. Heavy-duty provisions to secure door in full open position against body side required. Tailgate to be manufactured of minimum 10-gauge steel with boxed type reinforcements on all sides with basic sheet wrapped over top and under bottom. Base section must be sloped to form a dirt-free self-cleaning edge. A positive firm locking latch, which can be operated from ground level, will be used to secure the doors in the closed position. Minimum three (3) each, ratchet type cam locks, along with guides to be installed on left side of door to ensure proper door closure. Design of door must include support of door on body platform instead of sides when door are closed. All hinges will have Zerk fittings to facilitate lubrication.
- 4.5.10 Tool Box – A lockable, watertight, toolbox, approximately 18-inches high X 20-inches wide X 18-inches deep to be mounted on the curb side of vehicle frame, under the body.
- 4.5.11 Sand Box – A metal container to carry approximately 200 lb. of sand will be attached to the sidewalk side of the truck. Exact location will be determined with first article.
- 4.5.12 Paint – Body must be properly cleaned and prepared prior to painting. Primer coat to be thoroughly dry prior to final two coats. Body color will be Medium Grey Metallic, Sherwin-Williams, Dimensions, urethane enamel, paint code – DFP386, mix code – # 50374
- 4.5.13 All components to be designed, installed, tested, and adjusted prior to delivery. Unit to be fully functional and ready for use upon delivery.

#### SPECIFICATIONS HYDRAULIC LOADERS:

- 4.5.2.1 Construction – High tensile strength steel used in all major structural members such as A-frame legs, boom ears, boom spars, and stabilizers. Positive lubrication must be available to each wear point.
- 4.5.2.2 Boom rotation must be made through a hydraulic rotary drive motor. Elevation and knuckling of boom and operation of stabilizing outrigger jacks will be through double acting hydraulic cylinders with controls located at the operator's platform. All movements – swing, knuckle, lift, rotate, and bucket action will be able to be accomplished simultaneously without jerking or other unnatural actions of the loader. A two stage pump will be provided to meet this requirement. All boom and outrigger pivot points to have bronze, brass, or steel bushings with grease fittings.
- 4.5.2.3 Boom Length – Maximum 23-feet, minimum 22-feet, without telescoping boom.
- 4.5.2.4 Boom Elevation – Minimum 75-degrees above horizontal.
- 4.5.2.5 A minimum 12" to 24" inch work space will be maintained between back of cab and loader and a minimum 24" +/- 3" inch work space between loader and body.
- 4.5.2.6 Outriggers to be hydraulic telescoping type with stabilizer pads, individually adjustable for operating height. Outside shell of out riggers will be braced/reinforced to prevent bowing. Replaceable wear blocks and/or an effective lubrication system will be installed to prevent excessive wear of the internal leg of the outrigger. Edges of stabilizer pads will curve up to prevent gouging street material.



- 4.5.2.7 A90-decibel audio alarm will sound when the outriggers are being extended. Two eye hooks capable of securing outriggers in the travel mode will be installed as back up for hydraulic failure.
- 4.5.2.8 Rotation of Boom – 360 degree continuous rotation. An electrical Collector will be installed to ensure electrical wiring will not be damaged by continuous rotation of the boom. A boom lock will be installed at the operator station to prevent boom swing during transport.
- 4.5.2.9 Swivel Couplings – Hoses must be equipped with swivel couplings which prevent twisting of hoses when boom is swung through its entire rotational arc.
- 4.5.2.10 Construction – High tensile strength steel used in all major structural members such as a-frame legs, boom ears, boom spars, and stabilizers. Positive lubrication must be available to each wear point.
- 4.5.2.11 Trash Bucket – Combination type bucket designed for solid waste and brush collection with fully enclosed sides. Bucket to be Rotobec model 045W (City of San Antonio option to include curved jaws and special closing cylinders). Cylinders, hoses, and hydraulic lines must be protected from debris protruding through bucket with steel plates. Hoses will also be covered with anti-wear material.
- 4.5.2.12 Hydraulic Reservoir/Lines – Minimum 47-gallon capacity, metal reservoir. Reservoir to be frame mounted street side with replaceable spin on hydraulic filter(s). Minimum 100-mesh strainer to be installed in the suction outlet and a minimum 10-micron filter installed in the return line. An accessible magnet to be installed in tank to eliminate contamination. One quarter (1/4) turn ball valves to be installed on suction and return lines to isolate reservoir. Unit to be equipped with sight gauge and filtered breather. Shall have an electric operated hydraulic oil cooler mounted near oil reservoir tank. Model number ASA Hydraulik #ASATT11RD01 or approved equal. After completion and prior to shipment, the hydraulic oil is to be filtered and certified to meet ISO 18/15/13 standards (4406.1999).
- 4.5.2.13 Minimum 2-inches upper and lower steel plates will be used to mount the crane to the vehicle frame. The frame will be reinforced with minimum 3-inches braces located adjacent to the mounting bolts, with stops welded on chassis frame to prevent sliding.
- 4.5.2.14 Minimum lifting capacity less bucket:
- |  | <u>LOAD</u> | <u>RADIUS FROM CENTER</u> |
|--|-------------|---------------------------|
|  | 5,400-lbs   | 15-feet                   |
|  | 8,000-lbs   | 10-feet                   |
- 4.5.2.15 Additional Requirements:
- Install a safety cradle around operator seat approximately 3-inches wider than seat, level with the seat in the folded position, and not more than 18" inches to the rear. Material to be 1 1/4-inches steel tubing firmly mounted and must not interfere with operator's range of motion.
  - Install a safety belt on operator's seat. Safety belt will be safety orange.
  - All safety equipment required to meet Federal and State safety standards to include under ride protection and conspicuity markings will be furnished and installed.
  - Ladders to provide access to work station on left and right side of loader, configured with minimum of 4 non-slip step, minimum 1-inch tread depth. Ladders will angle towards loader from bottom rail. Hand rails will be provided.
  - A switch, easily accessible to the crane operator, to sound a signaling device. Signal must be loud enough to be heard over the loader during operation.
  - Boom guards will be installed on both boom segments.

4.5.2.16 Acceptable Model – Rotobec Elite Loader

4.6 ITEM	QUANTITY	DESCRIPTION
2A	2 Each	Brush Collection Grappler Truck Chassis (Minimum GVWR 64,000-lbs.)

4.6.1 SPECIFICATIONS CAB AND CHASSIS:

- 4.6.1.1 Engine – Minimum 11.9-liter, in-line 6-cylinder turbo charged diesel, charge-air-cooled with electronic control system. Minimum of 435-HP at maximum 2100-RPM. Minimum peak torque rating of 1,550-lb. ft at 1,200-RPM. Dual-element, dry-type air cleaner with cleanable outer element, replaceable safety element, and restriction warning light or indicator on the dash. Engine computer will be programmed to limit maximum road speed to 65-MPH, engine idle time will be limited to 5-minutes, cruise control will not be activated.
- 4.6.1.2 Exhaust System – Muffler with horizontal exhaust tailpipe extended to exit in front of rear tires.
- 4.6.1.3 Engine Protection – Engine will be protected by an OEM engine protection system. As a minimum, the system will monitor engine and transmission oil pressure and temperature. Engine fuel solenoid must be de-energized and engine automatically stopped when any of the functions being monitored are unsafe per the manufacturer's specifications. System must provide audio and visual alarms for 30 seconds prior to shutdown.
- 4.6.1.4 Electrical – Units to be equipped with a minimum of (3) three 12-volt, heavy-duty batteries (minimum 1800-CCA) and battery disconnect switch. Alternator to be 12-volt, minimum 160-amps, and gauge of lead wires to be sufficient to meet calculated load for this application. All wiring to be abrasion resistant and designated for severe service/heavy-duty use. Circuit breakers, manual reset with trip indicator minimum, to be used in place of fuses in excess of 20-amps. Speedometer, tachometer, odometer, oil pressure, hour meter, fuel level, voltmeter, coolant temperature and air pressure gauges must be installed.
- 4.6.1.5 Lights – Cab clearance, marker, stop, and back up lights to be LED. Mid-ship turn lights are to be LED, mounted in rubber, and enclosed in steel light box. **Four (4) high intensity strobe lights to be installed, two (2) in, or near, the front grill and two (2) flush mounted at the rear. The two (2) front grill mounted strobe lights will be wired to be lit whenever the battery disconnect switch is in the "on "position.**
- 4.6.1.6 Transmission – Allison 4500-RDS, six-speed transmission or proven equal with push button controls and Load-Based Shift Scheduling. Cooling system to be water to oil type. Transmission temperature gauge to be provided. Must be equipped with a forced auto neutral when the park brakes are applied. Operator must have to manually shift back to drive when the brakes are released. Push-button style keypad shift controller with illuminated digital display, indicator lights, low fluid level indicator, diagnostics (prognostics), and gear / mode selection display. Transmission covered by manufacturer's total warranty of 60-months, unlimited miles, 100% parts, and labor.
- 4.6.1.7 Cooling System – Maximum capacity offered by the manufacturer. Coolant to be extended life, mixed to protect to -34° F. Silicone coolant hoses with stainless steel constant torque type hose clamps. Full flow, spin-on type, coolant filter. Low coolant warning to be provided.
- 4.6.1.8 PTO/Pump – Dual PTO/Pump system shall be utilized. Dual system shall be independent of each other. One shall power loader and one shall power the hoist system. Pumps to be rated at hoist manufacturers recommended pressure and gallons per minute requirement. The pumps must not require more than 1,200 RPM to produce optimal pressure and flow. Pumps to be controlled through a speed device that will prevent engagement of PTO/pump unless engine is at idle. Device must also disengage PTO/pump when truck is moving forward or in reverse at more than 5 miles per hour.
- 4.6.1.9 Frame – Minimum 120,000-PSI hi-tensile frame rails with full frame liner minimum of 3,700,000 RBM. All structural components, rails, braces, supports, etc., to be attached with "Huck-Bolt" type fasteners.
- 4.6.1.10 Wheelbase and Cab-to Trunion to be determined by hoist requirements.
- 4.6.1.11 Cab - Conventional type with seating for driver and one passenger, minimum interior width, 70inches. Maximum insulation (Extreme Climate Thermal Insulation) will be used to reduce engine and exterior heat and noise from penetrating into the cab. Driver seat to be high back bucket type, National Cush-n-Aire, or equal. Passenger seats to be non-suspension two man bench seat. Seat belts will be colored safety orange. Arm rest on both doors. Doors will have power windows and locks. Windows will have factory and aftermarket tinting.
- 4.6.1.12 Air Conditioning – Air conditioning with integral heater and defroster units supplied under this specification must be OEM installed and designed for use with 134A refrigerant. System must be capable of maintaining a temperature inside the operator cab of 70°-F or less with an ambient temperature of not less than 95°-F with a relative humidity of not less than 90%. As a minimum, system must have a radiator-mounted condenser, 3-speed fan, and variable thermostat. If radiator mounted condenser is not practical, remote mount must be

approved by the Fleet Acquisition Manager before installation. Roof mounted unit not acceptable. All air conditioner components to be compatible and recommended for end item. Vehicles to be equipped with factory and aftermarket tinted glass and insulated cab headliner.

- 4.6.1.13 Front Axle –Setback with minimum 20,000-lbs. capacity, minimum 20,000-lbs. springs, minimum wheel cut 50-degrees, 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.
- 4.6.1.14 Steering – Integral power steering. Assist cylinders, if any, must be mounted above front axle. Steering column will be tilt/telescoping.
- 4.6.1.15 Rear Axle – Minimum 46,000-lbs., single speed tandem drive, equipped with hub piloted steel hubs, out-board mount type brake drums. Gear ratio installed must be capable of 70-mph +/-2 mph geared road speed at full engine governed RPM. Stemco or equal oil rear seals. Full locking differentials with audible interlock alarm in cab. The alarm must sound when the interlock is in the on position.
- 4.6.1.16 Rear Suspension – Minimum 46,000-lbs. capacity, Hendrickson HMX-460 with Hendrickson "Ultra Rod" torque rods. **(NO SUBSTITUTES ACCEPTABLE)**. Suspension shall be equipped with heaviest duty shock absorbers available with auxiliary spring gap properly adjusted after body installation and prior to delivery to City.
- 4.6.1.17 Wheels & Tires – All wheels to be 10-hole hub piloted steel disc wheel, 22.5 X 9.0, painted white. Tires to be 315/80R22.5 L. Wheels will have loose wheel indicators installed color orange.
- 4.6.1.18 Brakes – Full air, outboard brakes with dust shields and ABS brake control system, S-cam service brakes. Brakes to be the maximum O.E.M size offered, minimum 16-½ x 6 front and 16-½ x 8-¾ rear, and meet or exceed August 2011 Federal brake requirements. Front and rear Rockwell or equal automatic slack adjusters with stroke indicators. Minimum 15 CFM compressor, Midland Pure Air Plus dryer model DA-33100, or proven equal, with a manual drain valve on each tank. It is preferred that the air tanks be grouped together, easily accessible to an operator standing at the side of the truck. If not possible, all air tank drains shall be plumbed to a manifold system where drain valves are at one location, easily accessible to an operator standing at the side of the truck. Spring set parking brakes on both rear axles. Quick connect coupling (Milton 747 or equal), connected to the emergency side of air system, to be located in a protected area near the front bumper.
- 4.6.1.19 Fuel System – To be equipped with minimum 70-gallon aluminum or steel tank. Fuel filtration system to include primary and secondary type fuel filter(s) with water separator. Full flow strainer must be installed in fuel filler neck. DEF tank to be a minimum of 6-gallons.
- 4.6.1.20 Units to be equipped with the following additional equipment:
  - a) Motorized, West Coast type, right and left hand, heavy-duty, 6-inch x 16-inch split focus, (approximately 2/3 flat area, 1/3 adjustable convex) breakaway type, mirrors.
  - b) Air horn(s) and single electric horn.
  - c) Windshield wiper/washers with minimum 3 speed or variable speed wipers. Washer reservoir not to be mounted inside cab.
  - d) 5-lb., ABC type fire extinguisher securely mounted in the cab.
  - e) DOT triangle warning kit securely mounted in the cab.
  - f) Exterior cab grab handles, both sides.
  - g) Two (2) front tow hooks installed on frame and strengthened sufficiently to lift, pull, and tow truck without damaging bumper or other body parts. A wire rope, minimum 1-inch diameter, shall be provided and fastened to both tow hooks to attach tow equipment.
  - h) Exterior sun visor, painted the same color as truck, and interior sun visors for driver and passengers.
  - i) Deleted
  - j) Heavy-duty drive lines.
  - k) Minimum AM/FM with CD and auxiliary input radio with two speakers.
  - l) Cigar lighter/power port.
  - m) Back up alarm
  - n) Parabolic mirrors installed on front fenders to provide view of obstacles on sides of truck from front bumper to rear wheels.

- o) Ignition and door locks will be keyed alike on Grappler Cab and Chassis purchased (1A and 2A). Three keys will be furnished for each truck delivered. Decal showing the total height of the unit displayed on the dash.
- p) Traffic cone rack and water cooler rack mounted street side.

4.6.1.21 Color – OEM white.

4.7 ITEM	QUANTITY	DESCRIPTION
2B	2 Each	Roll Off Tilt Frame Hoist and Knuckle Boom Loader, mounted on Item 2A

#### 4.7.1 SPECIFICATIONS ROLL OFF TILT FRAME HOIST:

- 4.7.1.1 These specifications are for self-loading refuse containers up to 22' inside length without overhang of the tilt frame rails. The minimum lift capacity must be 75,000 lbs. All equipment furnished under this contract must be new, unused, and manufacture's current production model. Accessories, not specifically mentioned herein but are necessary to furnish a complete unit, ready for use, also must be included. Vendor must state number of years this model has been part of their manufacturing process. Hoist must be compatible with containers currently owned by the City.
- 4.7.1.2 Vendor must state its normal warranty, which will control to the extent and manner that it exceeds the minimum warranty. The minimum warranty is:
  - a) Basic Warranty – Entire hoist body – 12 months, unlimited mileage, 100% parts and labor
  - b) 5 years – Materials and workmanship
  - c) 5 years – Electrical system
  - d) 5 years – Cylinders
- 4.7.1.3 The body must be mounted to the chassis by factory-trained technicians. Body must be in conformance with latest ANSI Z245.1 safety standards.
- 4.7.1.4 Frame – Constructed of heavy duty material with a minimum 1/2" x 3 " bar wear strips. Sub frame units constructed of heavy duty material will have a minimum 8" x 4" x 1/2" main rails and 4" x 2" x 1/4" sub-frame. Outside rollers: ten (10) minimum 4" OD x 2" ID x 3-3/4" long with Aluminum Bronze Bushings. Rollers are to be secured with a collar and bolt. The forward end frame rail must have a hold down front stop and a lock. The hold down to be minimum 1" plate with 3/4" x 3" formed liner. The hoist must have zerk grease fittings at all wear points. Rear Hinge: must be welded and bolted to the truck frame with 3" heat treated hinge pin and 1 1/2" plate. Outside rails must be provided. Rear Roller: to be a quick change, 8" minimum 3" diameter long life bearing. Fenders: 2 double heavy duty steel over rear tires. Dump angle must not be less than 47-degrees. Unit must be mounted to chassis frame using manufacturer's standard method to keep with chassis manufacturing standards. All electrical wiring will be protected by looms or conduit and terminate in a watertight junction box, unprotected wiring is unacceptable.
- 4.7.1.5 Cable System – Cable for hoist will be a minimum of 7/8" – 25' EIPS IWRC and supplied with a rectangular eye fitting and swedge connection. The opening to be approximately 3-5/8," of cast alloy construction and overall length is approximately 12". The sheaves will be 10" in diameter with 2-5/16" bearing surface with aluminum bronze bushings for longer life. Each sheave must be held in place with minimum 2" diameter pins.
- 4.7.1.6 Hydraulic System – The lifting and reeving cylinders must have a minimum 6" Bore x 72" stroke. . The reeving cylinders must have a minimum 7" bore X 80" stroke The reeving cylinders to have 1/4" minimum steel lattice plate top cover over the area of the rod extension. Over reeving limiter must be provided. The hydraulic tank must be frame mounted, have a minimum capacity of 60 gallons, an in-tank micro glass filter (both suction and pressure will be filtered), a hydraulic filter restriction gauge, and constructed with a minimum of 7-gauge steel. Tank to also include a sight gauge, thermometer, and a minimum 3-micron vent filter. A hydraulic sampling device such as (Probilizer) gauge port to connect test equipment, and a fill port, 3/8-inch minimum, must be installed on hydraulic tank. One-quarter (1/4) turn ball valves will be installed to isolate the reservoir (suction and return lines) for service and maintenance. All hoses must be high-pressure wire braid construction designed to withstand four times the system pressure. Hydraulic tubing to be zinc dichromate treated to prevent rust.

- 4.7.1.7 The inside cab controls will be air over hydraulic type and return to neutral position when released. Outside controls to be ergonomically located behind the cab and properly labeled to indicate the direction of travel.
- 4.7.1.8 After completion and prior to shipment, the hydraulic oil is to be filtered and certified to meet ISO 18/15/13 standards (4406.1999).
- 4.7.1.9 Hoist cycle time is to be not more than 46 seconds. Cable in and out: hoist up and down.
- 4.7.1.10 Safety – Must be equipped with a manual container tie down system that will secure all outside or inside rail containers without modifications to, or hold downs on, the container. Strap with integrated ratchet is acceptable. Dash indicator light and audible alert when body is in the up position. Body props, one piece accessible from both sides.
- 4.7.1.11 Rear Bumper – Rear Bumper must meet ICC and DOT under ride requirements, and have the ability to fold up automatically or on activation of PTO as the hoist is being raised to the "up" position.
- 4.7.1.12 Paint – Complete unit must be cleaned and media blasted with all weld slag, oil and other residue removed. Cleaning must be in keeping with accepted industry standards. Unit will be primed and a finish coat of high gloss enamel applied. Unit to be painted black.
- 4.7.1.13 Tool Box – Minimum ten (10) gauge painted steel with minimum one eighth inch (1/8") plate top tool box, mounted on the passenger side. Toolbox to be a minimum thirty-six inches (36") in length by eighteen inches (18") wide by twenty-two inches (22") high. Unit to have a door seal with rain gutter, a locking door handle and hinged on bottom to aid access.
- 4.7.1.14 Acceptable Model: Stellar SI75174OR or approved equal.

#### **4.7.2 SPECIFICATIONS HYDRAULIC LOADER:**

- 4.7.2.1 Construction – High tensile strength steel used in all major structural members such as A-frame legs, boom ears, boom spars, and stabilizers. Positive lubrication must be available to each wear point.
- 4.7.2.2 Boom rotation must be made through a hydraulic rotary drive motor. Elevation and knuckling of boom and operation of stabilizing outrigger jacks will be through double acting hydraulic cylinders with controls located at the operator's platform. All movements – swing, knuckle, lift, rotate, and bucket action will be able to be accomplished simultaneously without jerking or other unnatural actions of the loader. A two stage pump will be provided to meet this requirement. All boom and outrigger pivot points to have bronze, brass, or steel bushings with grease fittings.
- 4.7.2.3 Boom Length – Maximum 23-feet, minimum 22-feet, without telescoping boom.
- 4.7.2.4 Boom Elevation – Minimum 75-degrees above horizontal.
- 4.7.2.5 A minimum 24" +/- 3" inch work space will be maintained between back of cab and loader work space between loader and body.
- 4.7.2.6 Outriggers to be hydraulic telescoping type with stabilizer pads, individually adjustable for operating height. Outside shell of out riggers will be braced/reinforced to prevent bowing. Replaceable wear blocks and/or an effective lubrication system will be installed to prevent excessive wear of the internal leg of the outrigger. Edges of stabilizer pads will curve up to prevent gouging street material.
- 4.7.2.7 A 90-decibel audio alarm will sound when the outriggers are being extended. Two eye hooks capable of securing outriggers in the travel mode will be installed as back up for hydraulic failure.
- 4.7.2.8 Rotation of Boom – 360 degree continuous rotation. An electrical Collector will be installed to ensure electrical wiring will not be damaged by continuous rotation of the boom. A boom lock will be installed at the operator station to prevent boom swing during transport.

- 4.7.2.9 Swivel Couplings – Hoses must be equipped with swivel couplings which prevent twisting of hoses when boom is swung through its entire rotational arc.
- 4.7.2.10 Construction – High tensile strength steel used in all major structural members such as a-frame legs, boom ears, boom spars, and stabilizers. Positive lubrication must be available to each wear point.
- 4.7.2.11 Trash Bucket – Combination type bucket designed for solid waste and brush collection with fully enclosed sides. Bucket to be Rotobec model 045W (City of San Antonio option to include curved jaws and special closing cylinders). Cylinders, hoses, and hydraulic lines must be protected from debris protruding through bucket with steel plates. Hoses will also be covered with anti-wear material.
- 4.7.2.12 Shall have an electric operated hydraulic oil cooler mounted near oil reservoir tank. Model number ASA Hydraulik #ASATT11RD01 or approved equal.
- 4.7.2.13 Minimum 2-inches upper and lower steel plates will be used to mount the crane to the vehicle frame. The frame will be reinforced with minimum 3-inches braces located adjacent to the mounting bolts, with stops welded on chassis frame to prevent sliding.
- 4.7.2.14 Minimum lifting capacity less bucket:
- |  |             |                           |
|--|-------------|---------------------------|
|  | <u>LOAD</u> | <u>RADIUS FROM CENTER</u> |
|  | 5,400-lbs   | 15-feet                   |
|  | 8,000-lbs   | 10-feet                   |
- 4.7.2.15 Additional Requirements:
- Install a safety cradle around operator seat approximately 3-inches wider than seat, level with the seat in the folded position, and not more than 18" inches to the rear. Material to be 1 1/4-inches steel tubing firmly mounted and must not interfere with operator's range of motion.
  - Install a safety belt on operator's seat. Safety belt will be safety orange.
  - All safety equipment required to meet Federal and State safety standards to include under ride protection and conspicuity markings will be furnished and installed.
  - Ladders to provide access to work station on left and right side of loader, configured with minimum of 4 non-slip step, minimum 1-inch tread depth. Ladders will angle towards loader from bottom rail. Hand rails will be provided.
  - A switch, easily accessible to the crane operator, to sound a signaling device. Signal must be loud enough to be heard over the loader during operation.
  - Boom/tube guards will be installed on both boom segments.
- 4.7.2.16 Acceptable Model -- Rotobec Elite Loader

4.8 ITEM	QUANTITY	DESCRIPTION
3A	9 Each	Cab and Chassis, Minimum 66,000 lbs. GVWR

#### SPECIFICATIONS CAB AND CHASSIS:

- 4.8.1 Engine – Minimum 11.9-liter, in-line 6-cylinder turbo charged diesel, charge-air-cooled with electronic control system. Minimum of 435-HP at maximum 2100-RPM. Minimum peak torque rating of 1,550-lb. ft at 1,200-RPM. Dual-element, dry-type air cleaner with cleanable outer element, replaceable safety element, and restriction warning light or indicator on the dash. Engine computer will be programmed to limit maximum road speed to 65-MPH, engine idle time will be limited to 5-minutes, cruise control will not be activated.
- 4.8.2 Exhaust System – Muffler with vertical exhaust pipe with turn out.
- 4.8.3 Engine Protection – Engine will be protected by an OEM engine protection system. As a minimum, the system will monitor engine and transmission oil pressure and temperature. Engine fuel solenoid must be de-energized and engine automatically stopped when any of the functions being monitored are unsafe per the manufacturer's specifications. System must provide audio and visual alarms for 30 seconds prior to shutdown.

- 4.8.4 Electrical – Units to be equipped with a minimum of (3) three 12-volt, heavy-duty batteries (minimum 1800-CCA) and battery disconnect switch. Alternator to be 12-volt, minimum 160-amps, and gauge of lead wires to be sufficient to meet calculated load for this application. All wiring to be abrasion resistant and designated for severe service/heavy-duty use. Circuit breakers, manual reset with trip indicator minimum, to be used in place of fuses in excess of 20-amps. Speedometer, tachometer, odometer, oil pressure, hour meter, fuel level, voltmeter, coolant temperature and air pressure gauges must be installed.
- 4.8.5 Lights – Cab clearance, marker, stop and back up lights to be LED. All chassis lights, mounted in rubber, and enclosed in steel light box. Mid-ship turn lights are to be LED, mounted in rubber, and enclosed in steel light box. **Four (4) high intensity strobe lights to be installed, two (2) in, or near, the front grill and two (2) flush mounted at the rear. The two (2) front grill mounted strobe lights will be wired to be lit whenever the battery disconnect switch is in the “on” position.**
- 4.8.6 Transmission – Allison 4500-RDS, six-speed transmission or proven equal with push button controls and Load-Based Shift Scheduling. Cooling system to be water to oil type. Transmission temperature gauge to be provided. Must be equipped with a forced auto neutral when the park brakes are applied. Operator must have to manually shift back to drive when the brakes are released. Equipped with a positive interlock, which cannot be overridden, preventing operation of hydraulic system unless transmission is in neutral, **(NO EXCEPTIONS)**. Push-button style keypad shift controller with illuminated digital display, indicator lights, low fluid level indicator, diagnostics (prognostics), and gear / mode selection display. Transmission covered by manufacturer's total warranty of 60-months, unlimited miles, 100% parts, and labor.
- 4.8.7 Cooling System – Maximum capacity offered by the manufacturer. Coolant to be extended life, mixed to protect to -34° F. Silicone coolant hoses with stainless steel constant torque type hose clamps. Full flow, spin-on type, coolant filter. Low coolant warning to be provided.
- 4.8.8 PTO/Pump – A hot shift transmission mounted PTO with direct, or driveline mounted, pump with pressure relief valve for overloads. Pump to be rated at hoist manufacturers recommended pressure and gallons per minute requirement. The pump must not require more than 1,200 RPM to produce optimal pressure and flow. Pump to be controlled through a speed device that will prevent engagement of PTO/pump unless engine is at idle and transmission is in the neutral position, device must also disengage PTO/pump when engine RPM exceeds 1,500 RPM.
- 4.8.9 Frame – Minimum 120,000-PSI hi-tensile frame rails with full frame liner minimum of 3,700,000 RBM. All structural components, rails, braces, supports, etc., to be attached with “Huck-Bolt” type fasteners.
- 4.8.10 Wheelbase and Cab-to Trunion to be determined by hoist requirements.
- 4.8.11 Cab - Conventional type with seating for driver and one passenger, minimum interior width, 80-inches. Maximum insulation (Extreme Climate Thermal Insulation) will be used to reduce engine and exterior heat and noise from penetrating into the cab. Driver seat to be high back bucket type, National Cush-n-Aire, or equal. Passenger seat to be non-suspension two man bench seat. Seat belts will be colored safety orange. Seat belt cover will not be acceptable. Arm rest on both doors. Doors will have power windows and locks. Windows will have factory and aftermarket tinting.
- 4.8.12 Air Conditioning – Air conditioning with integral heater and defroster units supplied under this specification must be OEM installed and designed for use with 134A refrigerant. System must be capable of maintaining a temperature inside the operator cab of 70°-F or less with an ambient temperature of not less than 95°-F with a relative humidity of not less than 90%. As a minimum, system must have a radiator-mounted condenser, 3-speed fan, and variable thermostat. If radiator mounted condenser is not practical, remote mount must be approved by the Fleet Acquisition Manager before installation. Roof mounted unit not acceptable. All air conditioner components to be compatible and recommended for end item. Vehicles to be equipped with factory and aftermarket tinted glass and insulated cab headliner.
- 4.8.13 Front Axle –Setback with minimum 20,000-lbs. capacity, minimum 20,000-lbs. springs, minimum wheel cut 50-degrees, hub piloted steel hubs, out-board mount type brake drums with Sterco or equal front wheel visible cap bearing oiler. Front shock absorbers to be heaviest duty available for specified axle.
- 4.8.14 Steering – Integral power steering. Assist cylinders, if any, must be mounted above front axle. Steering column will be tilt/telescoping.

- 4.8.15 Rear Axle – Minimum 46,000-lbs., single speed tandem drive, equipped with hub piloted steel hubs, out-board mount type brake drums. Gear ratio installed must be capable of 70-mph +/-2 mph geared road speed at full engine governed RPM. Stemco or equal oil rear seals. Full locking differentials with audible interlock alarm in cab. The alarm must sound when the interlock is in the on position.
- 4.8.16 Rear Suspension – Minimum 46,000-lbs. capacity, Hendrickson HMX-460 with Hendrickson "Ultra Rod" torque rods. **(NO SUBSTITUTES ACCEPTABLE)**. Suspension shall be equipped with heaviest duty shock absorbers available with auxiliary spring gap properly adjusted after body installation and prior to delivery to City.
- 4.8.17 Wheels & Tires – All wheels to be 10-hole hub piloted steel disc wheel, 22.5 X 9.0, painted white. Tires to be 315/80R22.5 L. Wheels will have loose wheel indicators installed color orange. All wheels shall be painted white.
- 4.8.18 Brakes – Full air, outboard brakes with dust shields and ABS brake control system, S-cam service brakes. Brakes to be the maximum O.E.M size offered, minimum 16-½ x 6 front and 16-½ x 8-½ rear, and meet or exceed August 2011 Federal brake requirements. Front and rear Rockwell or equal automatic slack adjusters with stroke indicators. Minimum 15 CFM compressor, Midland Pure Air Plus dryer model DA-33100, or proven equal, with a manual drain valve on each tank. It is preferred that the air tanks be grouped together, easily accessible to an operator standing at the side of the truck. If not possible, all air tank drains shall be plumbed to a manifold system where drain valves are at one location, easily accessible to an operator standing at the side of the truck. Spring set parking brakes on both rear axles. Quick connect coupling (Milton 747 or equal), connected to the emergency side of air system, to be located in a protected area near the front bumper.
- 4.8.19 Fuel System – To be equipped with minimum 70-gallon metal tank. Fuel filtration system to include primary and secondary type fuel filter(s) with water separator. Full flow strainer must be installed in fuel filler neck. DEF tank to be a minimum of 6-gallons.
- 4.8.20 Units to be equipped with the following additional equipment:
- a) Motorized, West Coast type, right and left hand, heavy-duty, 6-inch x 16-inch split focus, (approximately 2/3 flat area, 1/3 adjustable convex) breakaway type, mirrors.
  - b) Air horn(s) and single electric horn.
  - c) Windshield wiper/washers with minimum 3 speed or variable speed wipers. Washer reservoir not to be mounted inside cab.
  - d) 5-lb., ABC type fire extinguisher securely mounted in the cab.
  - e) DOT triangle warning kit securely mounted in the cab.
  - f) Exterior cab grab handles, both sides.
  - g) Two (2) front tow hooks installed on frame and strengthened sufficiently to lift, pull, and tow truck without damaging bumper or other body parts. A wire rope, minimum 1-inch diameter, shall be provided and fastened to both tow hooks to attach tow equipment.
  - h) Exterior sun visor, painted the same color as truck, and interior sun visors for driver and passengers.
  - i) Deleted
  - j) Heavy-duty drive lines.
  - k) Minimum AM/FM CD with auxiliary input radio with two speakers.
  - l) Cigar lighter/power port.
  - m) Back up alarm
  - n) Parabolic mirrors installed on front fenders to provide view of obstacles on sides of truck from front bumper to rear wheels.
  - o) Ignition and door locks will be keyed alike on all Roll Off trucks purchased (3A). Three keys will be furnished for each truck delivered. Decal showing the total height of the unit displayed on the dash.
  - p) Traffic cone rack and water cooler rack mounted street side.
- 4.8.21 Color – OEM white.

4.9 ITEM	QUANTITY	DESCRIPTION
3B	9 Each	Roll Off Tilt Frame Hoist with Tarp System, Mounted on Item 3A



4.9.1 SPECIFICATIONS ROLL OFF TILT FRAME HOIST:

- 4.9.1.1. These specifications are for self-loading refuse containers up to 22' inside length without overhang of the tilt frame rails. The minimum lift capacity must be 75,000 lbs. All equipment furnished under this contract must be new, unused, and manufacture's current production model. Accessories, not specifically mentioned herein but are necessary to furnish a complete unit, ready for use, also must be included. Vendor must state number of years this model has been part of their manufacturing process. Hoist must be compatible with containers currently owned by the City.
- 4.9.1.2 Vendor must state its normal warranty, which will control to the extent and manner that it exceeds the minimum warranty. The minimum warranty is:
- a) Basic Warranty – Entire hoist body – 12 months, unlimited mileage, 100% parts and labor
  - b) 5 years – Materials and workmanship
  - c) 5 years – Electrical system
  - d) 5 years – Cylinders
- 4.9.1.3 The body must be mounted to the chassis by factory-trained technicians. Body must be in conformance with latest ANSI Z245.1 safety standards.
- 4.9.1.4 Frame – Constructed of heavy duty material with a minimum 10" x 4" x 1/2" tubing and 1/2" x 3" bar wear strips. Sub frame units constructed of heavy duty material will have a minimum 8" x 4" x 1/2" main rails and 4" x 2" x 1/4" sub-frame. Outside rollers: ten (10) minimum 4" OD x 2" ID x 3-3/4" long with Aluminum Bronze Bushings. Rollers are to be secured with a collar and bolt. The forward end frame rail must have a hold down front stop and a lock. The hold down to be minimum 1" plate with 3/4" x 3" formed liner. The hoist must have zerk grease fittings at all wear points. Rear Hinge: must be welded and bolted to the truck frame with 3" heat treated hinge pin and 1 1/2" plate. Outside rails must be provided. Rear Roller: to be a quick change, 8" minimum 3" diameter long life bearing. Fenders: 2 double heavy duty steel over rear tires. Dump angle must not be less than 47-degrees. Unit must be mounted to chassis frame using manufacturer's standard method to keep with chassis manufacturing standards. All electrical wiring will be protected by looms or conduit and terminate in a watertight junction box, unprotected wiring is unacceptable.
- 4.9.1.5 Cable System – Cable for hoist will be a minimum of 7/8" – 25' EIPS IWRC and supplied with a rectangular eye fitting and swedge connection. The opening to be approximately 3-5/8," of cast alloy construction and overall length is approximately 12". The sheaves will be 10" in diameter with 2-5/16" bearing surface with aluminum bronze bushings for longer life. Each sheave must be interchangeable and held in place with minimum 2" diameter pins.
- 4.9.1.6 Hydraulic System – The reeving cylinders must have a minimum 7" Bore x 80" stroke. The reeving cylinders to have 1/4" minimum steel lattice plate top cover over the area of the rod extension. Over reeving limiter must be provided. The lift cylinders must have a 6" Bore x 72" stroke. The hydraulic tank must be frame mounted, have a minimum capacity of 60 gallons, an in-tank micro glass filter (both suction and pressure will be filtered), a hydraulic filter restriction gauge, and constructed with a minimum of 7-gauge steel. Tank to also include a sight gauge, thermometer, and a minimum 3-micron vent filter. A hydraulic sampling device such as (Probilizer) gauge port to connect test equipment, and a fill port, 3/8-inch minimum, must be installed on hydraulic tank. One-quarter (1/4) turn ball valves will be installed to isolate the reservoir (suction and return lines) for service and maintenance. All hoses must be high-pressure wire braid construction designed to withstand four times the system pressure. Hydraulic tubing to be zinc dichromate treated to prevent rust.
- 4.9.1.7 The inside cab controls will be air over hydraulic type and return to neutral position when released. Outside controls to be ergonomically located behind the cab and properly labeled to indicate the direction of travel.
- 4.9.1.8 After completion and prior to shipment, the hydraulic oil is to be filtered and certified to meet ISO 18/15/13 standards (4406.1999).
- 4.9.1.9 Hoist cycle time is to be not more than 46 seconds. Cable in and out: hoist up and down.
- 4.9.1.10 Safety – Must be equipped with a manual container tie down system that will secure all outside or inside rail containers without modifications to, or hold downs on, the container. Strap with integrated ratchet is acceptable. Dash indicator light and audible alert when body is in the up position. Body props, one on each

side.

- 4.9.1.11 Rear Bumper – Rear Bumper must meet ICC and DOT under ride requirements, and have the ability to fold up automatically as the hoist is being raised to the up position.
- 4.9.1.12 Paint – Complete unit must be cleaned and media blasted with all weld slag, oil and other residue removed. Cleaning must be in keeping with accepted industry standards. Unit will be primed and a finish coat of high gloss enamel applied. Unit to be painted black.
- 4.9.1.13 Tool Box – Minimum ten (10) gauge galvanized steel with minimum one eighth inch (1/8") plate top tool box, mounted on the passenger side. Toolbox to be a minimum thirty-six inches (36") in length by eighteen inches (18") wide by twenty-two inches (22") high. Unit to have a door seal with rain gutter and a locking door handle.
- 4.9.1.14 Acceptable Model: Stellar SI75174OR or approved equal.

#### 4.9.2 SPECIFICATIONS TARP SYSTEM:

- 4.9.2.1 Stellar SIAT with 2 piece arms and adjustable tower, or approved equal. Telescoping tower system, with automatic arm kit, Stellar SIAT with 3 piece arms and adjustable tower, or approved equal. Tarping system to be powered by chassis hydraulic system. Tower to be hydraulically adjustable from 72-inches (Lowered) to 120-inches (Raised).
- 4.9.2.2 Arm kit to be 2 piece design with hydraulic cylinder adjustable pivot point to compensate for different container lengths. Tarper must have system to rephase arm cylinders for synchronizing.
- 4.9.2.3 Controls to be installed outside directly behind cab on driver's side mounted to tarper gantry.

## 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 deadlines specified herein, whether delivery to the other vendor for completion of that vendor's work, or delivery to City, are uncertain and would be difficult of ascertainment, and that the sum of \$100.00 per day for each day delivery by said Vendor is late would be a reasonable compensation for such breach. Vendor hereby promises to pay, and the City hereby agrees to accept, such sum as liquidated damages, and not as a penalty, in the event of such breach. Furthermore, Parties agree that City may withhold said liquidated damages from any payments due to Vendor hereunder. The liquidated damages described herein are only assessable against the party causing the delay. 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.

### Cooperative Contract Provisions.

Term Consistent with Cooperative Contract. Notwithstanding anything to the contrary herein, no new orders may be placed hereunder after the expiration or termination of the underlying cooperative contract. Renewals cannot extend beyond the term of the underlying cooperative contract. Extensions cannot extend beyond the term of the underlying cooperative contract.

Contract Documents. The terms and conditions for performance and payment of compensation for this contract are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes:

This Request for Offer, including any attachments identified herein and addenda issued by City prior to acceptance of an offer from Offeror;

Any Purchase Orders Issued hereunder by City of San Antonio ("City"); and

Exhibit I – All applicable terms and conditions of the Cooperative Purchasing Contract number 425-13 & 430-13 through BUYBOARD.

Order of Priority of Contract Documents. Should a conflict arise among the provisions of the contract documents, this RFO and any Purchase Order issued hereunder shall govern over Exhibit I, unless otherwise specifically provided herein.

This RFO includes the following: Instructions to Offerors, General Terms and Conditions, Supplemental Terms and Conditions, Product Specifications and Description of Services, Definitions, Price Schedule, any Attachments identified herein.

### Warranty.

The warranty specified in Exhibit 1, if any, 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 RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. 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 EXHIBIT I, OR 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.**

**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 – Non-Discrimination Ordinance Language

Attachment C – Local Preference Program Identification Form

Attachment D – State of Texas Conflict of Interest Questionnaire (Form CIQ) and Office of the City Clerk's Addendum to the State of Texas Form CIQ.

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

## 006 - GENERAL TERMS & CONDITIONS

Electronic Offer Equals Original. If Vendor is submitting an electronic offer, 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 RFO 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 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 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.

### 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 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, 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 DAY 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.

**Amendments.** Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Vendor. The Director of the Purchasing and General Services Department, or Director's designee, shall have authority to execute amendments on behalf of City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City.

#### **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 the Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

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

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

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

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

#### **INDEMNIFICATION.**

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or

omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold 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 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 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, City reserves the right to deduct any delinquent taxes from payments that 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 Amendment 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 an offer, whether electronically or by paper, Offeror represents that:

(s)he is authorized to bind Offeror to fully comply with the terms and conditions of City's Request for Offer 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;

Offeror 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 offer 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 offer.

Offeror Information

Please Print or Type

Vendor ID No.	<u>V10019901</u>
Signer's Name	<u>TOM STANDARD</u>
Name of Business	<u>FREIGHTLINER OF AUSTIN</u>
Street Address	<u>1701 SMITH RD</u>
City, State, Zip Code	<u>AUSTIN, TX 78721</u>
Email Address	<u>TSTANDARD@ETL1.COM</u>
Telephone No.	<u>512-389-0000</u>
Fax No.	<u>512-389-2663</u>
City's Solicitation No.	<u>6100004279</u>

  
\_\_\_\_\_  
Signature of Person Authorized to Sign Offer

**ORIGINAL**

**FREIGHTLINER OF AUSTIN**  
1701 Smith Road  
Austin, Texas 78721

## 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 Offer - an RFO in which City will award the entire contract to one offeror only.

Alternate Offer - two or more offers with substantive variations in the item or service offered from the same offeror in response to a solicitation.

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

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

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

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

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

Line Item - a listing of items in an offer for which an offeror is expected to provide separate pricing.

Offer - a complete, signed response to an RFO that, if accepted, would bind Offeror to perform the resultant contract.

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

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

Pre-Submittal Conference - a meeting conducted by City, held in order to allow offerors 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 City's standard purchase order form, and which is the vendor's authority to deliver to and invoice City for the goods or services specified in an RFO for the price stated in vendor's offer.

Specifications - a description of what City requires and what Offeror 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 City.

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

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

009 - ATTACHMENTS

ATTACHMENT A

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, by Ordinance No. 2013-03-21-0167, effective for solicitations issued after May 1, 2013.

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

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

PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1A	14 Each	Brush Collection Grapppler Truck Chassis (Minimum GVWR 37,000-lbs.)

PRICE EACH: \$ 86,571<sup>00</sup>

TOTAL PRICE: \$ 1,211,994<sup>00</sup>

YEAR, MAKE & MODEL CAB & CHASSIS:

2015 Freightliner M2-106

CAB & CHASSIS WARRANTY:

1 year 100K miles

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

Cummins ISL 9 330HP

ENGINE WARRANTY:

2yr. 250K miles

SPECIFIC MAKE & MODEL OF TRANSMISSION OFFERED:

Allison 3000 RDS

TRANSMISSION WARRANTY:

5 years - unlimited miles

WARRANTY SERVICE PROVIDER NAME: Doggett Freightliner of  
South Texas, LLC

WARRANTY PROVIDER ADDRESS: 8700 IH 10 East  
Converse, Texas 78109

PRODUCTION CUT-OFF DATE: 12-31-2014

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 12-1-2014

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

ITEM	QUANTITY	DESCRIPTION
1B	14 Each	Truck Body, and Knuckle Boom Loader, mounted on Item 1A.

PRICE EACH: \$ \_\_\_\_\_

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

MAKE & MODEL OF LOADER: \_\_\_\_\_

WARRANTY: \_\_\_\_\_

WARRANTY SERVICE PROVIDER NAME: \_\_\_\_\_

WARRANTY PROVIDER ADDRESS: \_\_\_\_\_

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
2A	2 Each	Brush Collection Grapppler Truck Chassis (Minimum GVWR 64,000-lbs.)

PRICE EACH: \$ 117,246<sup>00</sup>

TOTAL PRICE: \$ 234,492<sup>00</sup>

YEAR, MAKE & MODEL CAB & CHASSIS:

2015 Freightliner SD 114

CAB & CHASSIS WARRANTY:

1 year - 100K Miles

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

Detroit DD 13 435 HP

ENGINE WARRANTY:

2 yr. - unlimited miles - ALL / 5 yr. 500K mile Major comp.

SPECIFIC MAKE & MODEL OF TRANSMISSION OFFERED:

Allison 4500 RDS

TRANSMISSION WARRANTY:

5 yrs. unlimited miles

WARRANTY SERVICE PROVIDER NAME: Doggett Freightliner of

South Texas, LLC

WARRANTY PROVIDER ADDRESS: 8700 IH 10 East

Converse, Texas 78109

PRODUCTION CUT-OFF DATE: 12-31-2014

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 12-1-14

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

ITEM	QUANTITY	DESCRIPTION
2B	2 Each	Roll Off Tilt Frame Hoist and Knuckle Boom Loader, mounted on Item 2A

PRICE EACH: \$ \_\_\_\_\_

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

MAKE & MODEL OF LOADER: \_\_\_\_\_

WARRANTY: \_\_\_\_\_

WARRANTY SERVICE PROVIDER NAME: \_\_\_\_\_

WARRANTY PROVIDER ADDRESS: \_\_\_\_\_

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
------	----------	-------------

3A

9 Each

Cab and Chassis, Minimum 66,000 lbs. GVWR

PRICE EACH: \$ 116,984<sup>00</sup>

TOTAL PRICE: \$ 1,052,856<sup>00</sup>

YEAR, MAKE & MODEL CAB & CHASSIS:

Freightliner 114 SD

CAB & CHASSIS WARRANTY:

1yr - 100k miles

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

Detroit DD 13 435 HP

ENGINE WARRANTY:

2yr. unlimited miles - All / 5yr. 500k mile Major Com

SPECIFIC MAKE & MODEL OF TRANSMISSION OFFERED:

Allison 4500 RDS

TRANSMISSION WARRANTY:

5yr - unlimited miles

WARRANTY SERVICE PROVIDER NAME: Doygett Freightliner of

South Texas, LLC

WARRANTY PROVIDER ADDRESS: 8700 IH 10 East

Converse, Texas 78109

PRODUCTION CUT-OFF DATE: 12-31-2014

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 12-1-14

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

ITEM	QUANTITY	DESCRIPTION
3B	9 Each	Roll Off Tilt Frame Hoist with Tarp System, Mounted on Item 3A

PRICE EACH: \$ \_\_\_\_\_

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

MAKE & MODEL OF ROLL OFF TILT FRAME HOIST: \_\_\_\_\_

WARRANTY: \_\_\_\_\_

WARRANTY SERVICE PROVIDER NAME: \_\_\_\_\_

WARRANTY PROVIDER ADDRESS: \_\_\_\_\_

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
4	Each	COOPERATIVE FEE

COOPERATIVE FEE EACH: \$ 400<sup>00</sup> per Purchase Order

TOTAL COOPERATIVE FEE: \$ 400<sup>00</sup>

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





**Attachment - B**

**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.

...))PY  
COPY

## Attachment C

### 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 local business and receive the preference described below. The City will not rely on Local Preference Program Identification Forms submitted with prior or contemporaneous bids or proposals.

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

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

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

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

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

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

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

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

Name of Business:	Freightliner of Austin
Physical Address:	1701 Smith Rd.
City, State, Zip Code:	Austin, Texas 78721
Phone Number:	512-389-2663 - 512-389-0000
Email Address:	Tstandard@FTL1.com

**FREIGHTLINER OF AUSTIN**  
1701 Smith Road  
Austin, Texas 78721

## Attachment C

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

Is Business headquartered within the incorporated San Antonio city limits? (circle one)	Yes	<input checked="" type="radio"/> No
If the answer to the question above is "Yes", stop here. If the answer to the above question is "No", provide responses to the following questions:		
Is the business located in the incorporated San Antonio city limits? (circle one)	Yes	<input checked="" type="radio"/> No
Has the business been located in the incorporated San Antonio city limits for at least one year? (circle one)	Yes	<input checked="" type="radio"/> 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)	Yes	<input checked="" type="radio"/> No

ACKNOWLEDGEMENT

## THE STATE OF TEXAS

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

## RESPONDENT'S FULL NAME:

TOM STANDARD  
(Print Name) Authorized Representative of Respondent

Tom Standard  
(Signature) Authorized Representative of Respondent

Govt SALES  
Title

**ORIGINAL**

**FREIGHTLINER OF AUSTIN**  
1701 Smith Road  
Austin, Texas 78721

Attachment C

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

---

4-22-14  
Date

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

**ORIGINAL**

**FREIGHTLINER OF AUSTIN**  
1701 Smith Road  
Austin, Texas 78721

**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>

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

## OFFICE USE ONLY

Date Received

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

None

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

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

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

None

Name of Officer

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

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

**ORIGINAL**

4

Tom St. John

Signature of person doing business with the governmental entity

4-22-14

Date



## City of San Antonio

Office of the  
City Clerk

### CONFLICT OF INTEREST QUESTIONNAIRE ADDENDUM FORM CIQ-A For vendor or other person doing business with local governmental entity

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

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

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

Tom Standard

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

Freightliner of Austin

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

Business Address: 1701 Smith Rd Austin, Tx 78721

Phone: 512-389-0000

Email: tstandard@ftl1.com

**3 Bid Name or Description of Service**

RFO 6100004279 Grapplers and Roll-off hoist trucks

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

Tom Standard

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

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

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

**ORIGINAL**

Print Form

**FREIGHTLINER OF AUSTIN**  
1701 Smith Road  
Austin, Texas 78721



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

**Authority.** The City of San Antonio Veteran-Owned Small Business Preference Program Ordinance 2013-12-05-0864 adopted a veteran-owned small business preference program for specific contracting categories for solicitations issued after January 15, 2014.

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

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

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

SOLICITATION NAME/NUMBER: 6100004279

Name of Respondent: <u>FREIGHTLINER OF AUSTIN</u>		
Physical Address: <u>1701 SMITH RD</u>		
City, State, Zip Code: <u>AUSTIN, TX 78721</u>		
Phone Number: <u>512-389-0000</u>		
Email Address: <u>TSTANDANO@FTL7.COM</u>		
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 #		
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.		
Participation Dollar Amount		

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes	<input checked="" type="radio"/> No
Name of <b>SUBCONTRACTOR</b> Veteran-Owned Small Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is <b>SUBCONTRACTOR</b> 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 #		
If not certified by the SBA, is <b>SUBCONTRACTOR</b> 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 <b>SUBCONTRACTOR</b> as a VOSB. Include any identifying certification numbers.		
Participation Dollar Amount		

ORIGINAL

**FREIGHTLINER OF AUSTIN**  
 1701 Smith Road  
 Austin, Texas 78721

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

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**ACKNOWLEDGEMENT**

THE STATE OF TEXAS

I certify that my responses and the information provided on Veteran-Owned Small Business Program Tracking 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 Program Tracking Form may be investigated and I hereby give my full permission for any such investigation. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

BIDDER/RESPONDENT'S FULL NAME:

Tom STANDARDS  
(Print Name) Authorized Representative of Bidder/Respondent

Tom STANDARDS  
(Signature) Authorized Representative of Bidder/Respondent

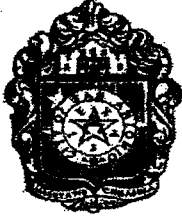
Govt SALES  
Title

4-22-14  
Date

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

**FREIGHTLINER OF AUSTIN**  
1701 Smith Road  
Austin, Texas 78721

**ORIGINAL**



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

REQUEST FOR OFFER ("RFO") NO.: 6100004279

**BRUSH COLLECTION GRAPPLERS AND ROLLOFF HOIST TRUCKS**

Date Issued: APRIL 3, 2014

**RESPONSES MUST BE RECEIVED NO LATER THAN:**  
**10:00 AM APRIL 24, 2014**

Responses 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:

Purchasing & General Services  
Riverview Tower  
111 Soledad, Suite 1400  
San Antonio, Texas 78205

Mailing Address:

Purchasing & General Services  
P.O. Box 839966  
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"BRUSH COLLECTION GRAPPLERS AND ROLLOFF HOIST TRUCKS"

Offer Due Date: 10:00 A.M., APRIL 24, 2014

RFO No.: 6100004279

Offeror'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 Offerors and Attachments sections for more information on these requirements.

Pre-Submittal Conference \* YES

\* If YES, the Pre-Submittal conference will be held on **APRIL 10, 2014** at 10:00 AM at FLEET TRAINING ROOM, 329 S. FRIO, 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

SBEDA Contact Information: , 210-207-3900,

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### 003 - INSTRUCTIONS FOR OFFERORS

#### Submission of Offers.

Submission of Hard Copy Offers. Submit one original offer, signed in ink, and two copies of the offer enclosed in a sealed envelope addressed to the Purchasing and General Services Department at the address and by the due date provided on the Cover Page. The name and address of offeror, the offer due date and RFO number and title shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected.

Submission of Electronic Offers. Submit one offer electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer 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.

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

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

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

Offerors must sign the Signature Page on hard copy offers and return the RFO document to City. For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

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

Certified Vendor Registration Form. If Offeror has not completed the City's Certified Vendor Registration (CVR) Form, Offeror is required to do so prior to the due date for submission of offers. The CVR form may be accessed at <http://www.sanantonio.gov/purchasing/>. Offerors 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 Offers. Alternate offers may be allowed at the sole discretion of City.

Hard Copy Alternate Offers. Hard copy alternate offers must be submitted in separate sealed envelopes in the same manner as submission of other offers. Alternate offers must be marked consecutively on the envelope as Alternate Offer No. 1, 2, etc. Failure to submit alternate offers in separate envelopes may result in rejection of an offer.

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

Catalog Pricing. (This section applies to offers using catalog pricing, unless this is a cooperative purchase.)

The offer 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.

Offerors shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which an offer is submitted. Offeror shall provide said catalog at the time of submission of its offer. 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 offers submitted electronically.

Offerors 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 the City Purchasing & General Services Department.

Specified items identified herein, if any, are for overall offer 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.

Offerors are prohibited from communicating with: 1) elected City officials and their staff regarding the RFO or offers from the time the RFO has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFO 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 RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the restrictions on communication with City employees include:

Offerors may ask verbal questions concerning this RFO at the Pre-Submittal Conference.

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before 3 calendar days prior to the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

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

Offerors 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 RFO after the 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, respondents and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Lisa Brice, who may be reached via telephone at (210) 207-3505 or through e-mail at [lisa.brice@sanantonio.gov](mailto:lisa.brice@sanantonio.gov). Respondents 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 RFO after the 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. Offerors 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 City.

### Changes to RFO.

Changes to this RFO made prior to the offer due date shall be made directly to the original RFO. Changes are captured by creating a replacement version each time the RFO is changed. It is Offeror's responsibility to check for new versions until the offer due date. City will assume that all offers received are based on the final version of the RFO as it exists on the day offers are due.

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

### Preparation of Offers.

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

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

Line Item Offers. Any offer that is considered for award by each unit or line item, must include a price for each unit or line item for which Offeror wishes to be considered. All offers 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" offer in the Supplemental Terms & Conditions.

All or None Offers. Any offer 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" offer, a unit price left blank shall result in the offer being deemed nonresponsive and disqualified from consideration. An "All or None" offer is one in which City will award the entire contract to one offeror only.

Delivery Dates. Proposed delivery dates must be shown in the offer form where required and shall include weekends and holidays, unless specified otherwise in this RFO. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the offer. 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. Offerors must not include such taxes in offer prices. An exemption certificate will be signed by City where applicable upon request by Offeror after contract award.

Samples, Demonstrations and Pre-award Testing. If requested by City, Offeror shall provide product samples, demonstrations, and/or testing of items offered 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 an offer. All samples (including return thereof), demonstrations, and/or testing shall be at Offeror'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.

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

Offerors 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 RFO. No plea of ignorance by Offeror will be accepted as a basis for varying the requirements of City or the compensation to Offeror.

Confidential or Proprietary Information. All offers become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Offeror 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 Offeror may not be considered confidential under Texas law, or pursuant to a Court order. Pricing may be tabulated and posted to City's website, so shall not be considered proprietary or confidential.

Costs of Preparation. Offeror shall bear any and all costs that are associated with the preparation of the Offer, attendance at the Pre-Submittal conference, if any, or during any phase of the selection process.

#### Rejection of Offers.

City may reject any and all offers, in whole or in part, cancel the RFO and reissue the solicitation. City may reject an offer if:

Offeror misstates or conceals any material fact in the offer; or

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

The offer is conditional; or

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

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

Changes to Offer Form. Offers must be submitted on the forms furnished. Offers that change the format or content of City's RFO may be rejected.

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Written notice of withdrawal shall be provided to the Staff Contact Person for offers submitted in hard copy. Offers submitted electronically may be withdrawn electronically.

#### Evaluation and Award of Contract.

City reserves the right to make an award on the basis of City's best interests. Award may also be made based on 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" offer in the Supplemental Terms & Conditions.

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

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 RFO, Offerors' facilities and equipment may be a determining factor in making the offer award. All Offerors may be subject to inspection of their facilities and equipment.

#### Prompt Payment Discount.

Provided Offeror meets the requirements stated herein, City shall take Offeror'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 offer price, either per line item or total offer 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 offer evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the offer price during offer evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

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 offers, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us). Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Offeror should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your sealed offer. 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 issuing this Request for Offer (RFO) to furnish Brush Collection Grapppler Trucks in accordance with the Building and Equipment Services specifications listed herein. These vehicles include cab and chassis, brush body, knuckle boom loaders and roll off hoist. They will be utilized for brush collection by the Solid Waste Management Department. This RFO is issued pursuant to cooperative purchasing contract number 430-13 through BuyBoard for the cab and chassis vendor that will provide the brush collection grapppler truck and roll off truck cab and chassis and contract 425-13 through BuyBoard for the truck body vendor that will provide the truck body, knuckle boom loader and roll off hoist.
- 4.2 **DELIVERY DATES:**
- 4.2.1 The cab and chassis vendor shall deliver a cab and chassis to The truck body vendor no later than **120 days** after receipt of City's Purchase Order. Both parties shall execute and deliver to City a joint document confirming to City the date the cab and chassis is delivered to the truck body vendor within 5 days of said delivery.
- 4.2.2 The truck body vendor shall complete its installation of equipment and conversion no later than **165 days** after receipt of the Cab & Chassis from The cab and chassis vendor , unless extension is granted in writing by the City's Director of Building and Equipment Services, or his designee. The truck body vendor shall notify the cab and chassis vendor in writing of the date the conversion is completed and the unit ready for pick up by the cab and chassis vendor, providing a copy of the notification to City simultaneously.
- 4.2.3 The cab and chassis vendor shall complete all work and deliver turnkey units to City no later **285 days** after receipt of City's original Purchase Order, unless extension is granted in writing by the City's Director of Building and Equipment Services, or his designee.
- 4.2.4 **Time is of the essence in the performance of this contract.** City may assess liquidated damages for late delivery in accordance with section 005 – Supplemental Terms & Conditions.
- 4.3 **GENERAL DESCRIPTION OF SCOPE & SERVICES:**
- 4.3.1 **Background:** The City of San Antonio is soliciting an offer for Cabs & Chassis from The cab and chassis vendor in accordance with the specifications listed herein. The City is also soliciting an offer from the truck body vendor to add the truck body and knuckle boom loader to each cab & chassis.
- 4.3.2 **Turnkey Delivery:** The City desires a turnkey delivery for these grapppler trucks. However, since the purchase of the cabs and chassis, and the bodies, will be from different parties (The cab and chassis vendor and The truck body vendor , respectively) pursuant to different cooperative contracts, the City requires the two vendors to work together to ensure the successful delivery of the final, turnkey units. By submitting an offer pursuant to this contract, Vendor is accepting these terms and conditions, acknowledging interdependence with the other vendor, and agreeing that payment shall only be made once the final unit is delivered to and accepted by the City. **CITY SHALL HAVE NO RESPONSIBILITY TO PAY OR PERFORM UNTIL SUCH TIME AS A TURNKEY UNIT IS ACCEPTED BY CITY.**
- 4.3.3 **Nature of Contract Document:** Due to the unique nature of this agreement, City is presenting identical contracts to both vendors for signature. It is understood by the parties that while many terms and conditions contained herein apply to both parties, some will, by their nature, be applicable to only one party. A party should disregard a provision that is inapplicable to that party. Should there be any doubt as to the applicability of a provision, same shall be resolved by City.
- 4.3.4 **Responsibility of Vendors:** The cab and chassis vendor shall be responsible for delivery of the cab and chassis to the City after The truck body vendor completes its conversion, with all equipment installed and operational. It is the cab and chassis vendor's responsibility to coordinate delivery of the cab and chassis to the truck body vendor and to retrieve the fully functional, converted cab and chassis and body from the truck body vendor . The cab and chassis vendor shall be responsible for resolving any issues regarding the cab and chassis and body, the conversion work, and the installed equipment prior to final delivery to City. The cab and chassis vendor shall be responsible for the completion of pre-delivery inspections.

4.3.5 Representations from The cab and chassis vendor. The cab and chassis vendor hereby represents:

- a) that it takes full responsibility for ensuring problem free installation of equipment and conversion of the cab and chassis and body;
- b) that it shall coordinate and jointly take responsibility for any issues with the conversion and installation of equipment prior to delivering the completed truck to the City of San Antonio;

4.3.6 Representations from both vendors:

Warranty Information: warranties will be serviced by the respective awarded vendor.

4.3.7 The following general conditions will apply to all items within this bid unless specifically excluded within any item. Equipment shall be manufacturer's latest design, standard production model and shall have been manufactured within the last 12 months. All components shall be installed new, unused, and shall be manufacturer's standard equipment unless otherwise specified or replaced herein. Equipment is to be inspected, serviced, and adjusted in accordance with manufacturer's recommended pre-delivery checklist, and ready for operation upon delivery. Manufacturer's Statement of Origin (MSO) showing manufacture within the last 12 calendar months, and completed pre-delivery checklists for chassis and body 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.

4.3.8 Warranty and Parts – Dealer and manufacturer must provide the maximum standard manufacturer's warranty on all components parts and service included. All components, parts, and service are required to provide as a minimum **one year unlimited mileage/hour warranty**. All warranty times to start the date the vehicle is placed in service, not on the delivery date. The dealer will be notified by letter of the in-service date of each vehicle by serial number. Vendor will fully explain the warranty by attaching separate, authenticated correspondence 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 Bexar County or within a ten mile radius of Bexar County line and by a factory-authorized dealer (NO EXCEPTIONS). All warranty repairs must be completed within 3 days from the date equipment is delivered to the vendor unless otherwise approved by the appropriate City of San Antonio maintenance superintendent. By submitting an offer, Vendor certifies that all repairs needed after the warranty period is available within Bexar County.

4.3.9 The engine offered by bidder must meet the Environmental Protection Agency (EPA) emission standards in effect at the time the bid is submitted, without the benefit of averaging, banking, trading, or emission credits. Bidder shall submit a copy of the applicable EPA certificate with its bid. Only engines using selective catalytic reduction (SCR) technology will be accepted.

4.3.10 Equipment Manuals – Vendor to furnish one set of operator manuals covering all major components of the vehicle (cab, chassis and bodies) for each unit delivered. Vendor shall also provide 5 complete sets of operator and shop repair manuals or CD/DVDs 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.

4.3.11 Delivery – All deliveries are to be made inside the City limits of San Antonio. Vendor must deliver equipment between the hours of 8:00 a.m. and 3:00 p.m. (CST) on a City business day. 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. The Manufacturer's Statement of Origin (MSO), invoice and weight certification ticket are required upon delivery of each unit and before payment can be processed. Vehicles with more than 2300 miles accumulated on the odometer will not be accepted. All vehicles are required to have a full tank of fuel and DEF fluid, if applicable. Vehicles to be delivered with current State Inspection Decal. Vehicles shall be delivered with current State Inspection Decal.

Vendor must deliver equipment to:

City of San Antonio,  
Northeast Service Center,  
10303 Tool Yard, Bldg #2,

**San Antonio, TX 78233**  
**Attn: Acquisitions**

- 4.3.12 All bids must include complete manufacturer's specifications for each model being bid. Vendor is required to notify the City of all production "cut-off" dates necessary for order submission.
- 4.3.13 All accessories and equipment will be OEM. The manufacturer must rate all equipment provided as low emission.
- 4.3.14 Air Conditioning – Air conditioning with integral heater and defroster units supplied under this specification to be OEM installed and designed for use with R-134A refrigerant. System must be capable of maintaining a temperature inside the operator cab of 70° F or less with an ambient temperature of not less than 95° F with a relative humidity of not less than 90%. As a minimum, system must have a radiator-mounted condenser, 3-speed fan and variable thermostat. If radiator mounted condenser is not practical, remote mount must be approved by the Fleet Maintenance and Operations Manager before installation. Roof mounted units not acceptable. All air conditioner components to be compatible and recommended for end item.
- 4.3.15 As used in this bid the left and right side is determined by sitting in the operator seat.
- 4.3.16 Diagnostic Tools – The vendor shall supply the most current version of software for engine, transmission, anti-lock braking system and any systems that require software. The software shall also include a minimum of two year subscription and activation fee. Vendor shall also provide any hardware required for software to communicate with engines ECM (such as data link adapter, wiring harness, etc). Vendor shall provide City with four (4) diagnostic software Licenses with hardware and four (4) diagnostic software renewals/updates. Vendor shall also provide City with four (4) software Licenses for anti-lock braking system, if Bendix braking system is not being offered.

4.4 ITEM	QUANTITY	DESCRIPTION
1A	14 Each	Brush Collection Grapppler Truck -Chassis (Minimum GVWR 37,000-lbs.)

**SPECIFICATIONS CAB AND CHASSIS:**

- 4.4.1 Engine –In line six (6) cylinder, minimum 8.9 liter, diesel, minimum 330 net HP rated at not more than 2400-RPM, producing a minimum of 1000-lb. ft. of gross torque rated at not more than 1400-RPM. Engines to be equipped with OEM or equal shut down control on high water temperature and low oil pressure. Electronic engine controls must have all necessary components and wiring to allow for complete operation of a power take off at a pre-determined RPM using an in-cab control (must be load sensitive). Maximum road speed to be electronically limited to **60-MPH +/-2-MPH**. Cruise control will not be activated. Engine will have automatic shut down feature enabled after 5-minutes of idle time.
- 4.4.2 Transmission – Allison 3000-RDS or proven equal with manufacturer's 5 year, unlimited miles, warranty. Push button gear selector and transmission temperature gauge is required.
- 4.4.3 Front Axle – Set back, minimum 14,000-lbs. capacity with minimum 14,000-lbs. springs, hub piloted steel hubs, ends equipped for disc brakes, with Stemco or equal front wheel visible cap bearing oiler. Front shock absorbers to be heaviest duty available for specified axle.
- 4.4.4 Rear Axle – Minimum 23,000-lbs. capacity with 23,000-lbs. spring capacity, minimum 4,000-lbs. multi leaf auxiliary springs, equipped with hub piloted steel hubs, ends equipped for disc brakes. Will be equipped with driver controlled differential lock (DCDL) with warning light and buzzer to indicate engagement located on dash. Stemco or equal oil rear seals. Drive train geared to attain 70-MPH +/- 2-MPH at full engine governed RPM.
- 4.4.5 Brakes – Full air disc brake with dust shields and ABS brake control system. Brakes to be the maximum O.E.M size offered of disc brakes front and rear to meet or exceed August 2011 Federal brake requirements. Air disc brake internal adjuster's front and rear. Minimum 15 CFM compressor, Midland Pure Air Plus dryer model DA-33100, or proven equal, with a manual drain valve on each tank. It is preferred that the air tanks be grouped together, easily accessible to an operator standing at the side of the truck. If not possible, all air tank drains shall

be plumbed to a manifold system where drain valves are at one location, easily accessible to an operator standing at the side of the truck. Spring set parking brakes on rear axle. Quick connect coupling (Milton 747 or equal), connected to the emergency side of air system, to be located in a protected area near the front bumper.

- 4.4.6 Color – OEM white.
- 4.4.7 Wheels & Tires – Wheels to be 10-hole hub piloted steel disk wheel, 22.5 X 9.0, painted white. Tires – 12R 22.5 minimum load range H, tubeless steel belted radial tires. Loose wheel stud/lug indicators shall be installed on all wheels.
- 4.4.8 Two front tow hooks installed on frame and strengthened sufficiently to lift, pull, and tow truck without damaging bumper or other body parts. A wire rope, minimum 1-inch diameter, shall be provided and fastened to both tow hooks to attach tow equipment.
- 4.4.9 Frame – Minimum 3,200,000-RBM, full re-enforced, "C" channel, heat treated, 110,000-PSI steel.
- 4.4.10 Cooling System – Largest capacity radiator with automatic viscous or on/off fan clutch.
- 4.4.11 Electrical – Minimum 1800 CCA battery with a master battery cut-off switch located in the cab of vehicle and accessible from outside of driver door. Alternator shall be rated a minimum 130 amp capacity. To be equipped with oil pressure, water temperature, tachometer, hour meter, and volt or amp gauges. All wiring to be of high quality, abrasion resistant, and to be protected by looms or conduit and terminate in a watertight junction box (unprotected wiring is not acceptable). All wire terminals to be self-sealing and water proof. Jump start studs shall be provided and installed in an area easily accessible for use.
- 4.4.12 Lighting – All lights on cab and chassis and or bodies are to be of LED (Light Emitting Diode) type. If LED front turn signals are not available from the chassis OEM, standard lights may be used. Two strobe lights (WHELEN TIR-6, P/N 01-0663507A33B, SUPER-LED, 500 SERIES DIRECTIONAL WARNING LIGHT or proven equal) will be mounted as high as possible in the grill of the truck. **The two (2) front grill mounted strobe lights and rear strobe lights will be wired to be lit whenever the battery disconnect switch is in the "on" position.**
- 4.4.13 Fuel System – To be equipped with minimum capacity of 70-gallons, aluminum or steel tank. Fuel filtration system to include primary and secondary filter with water separator. Fuel filler neck is required to have a, full flow screen. Truck will be delivered with a full fuel tank and DEF fluid, if applicable. Fuel tank and DEF tank shall be mounted street side.
- 4.4.14 Exhaust System – Muffler with horizontal exhaust tailpipe and defuser. Must extend to the rear of the vehicle to allow for a 22-foot body (termination within two feet of rear axle is acceptable.) A heat shield, installed under frame rails and around the muffler and exhaust pipes, to protect but not interfere with PTO, hydraulic pump or hoses and to keep excessive heat from radiating to the operator position. Truck will be delivered with a minimum 6 gallon DEF fluid tank.
- 4.4.15 Cab – Air ride suspension cab with running boards, tilt hood, and fenders, left and right hand cab grab handles, and manufacturer's standard AM/FM with CD and Auxiliary input radio. Exterior sun visor, painted the same color as truck. Doors to have armrests. Units to be factory equipped with installed OEM air conditioner, integral heater, defroster units, insulated cab headliner, standard left and right side sun visor, left and right outside mirrors, motorized, west coast type, right and left hand, heavy-duty, 6-inches x 16-inches split focus, (approximately 2/3 flat area, 1/3 adjustable convex) breakaway type. Parabolic mirrors installed on both front fenders to provide view of obstacles on right side of truck from front bumper to rear wheels. Driver seat to be high back bucket type, National Cush-n-Aire or equal. Passenger seat to be non-suspension two man bench seat. Seat belt will be safety orange (seat belt cover not acceptable). Doors will have power windows and locks. Side and rear windows will have factory and the darkest allowable by law aftermarket tinting.
- 4.4.16 PTO – A transmission mounted PTO and direct, or driveline mounted, pump rated at the loader manufactures (Item 2 below) recommended pressure and GPM requirements, will be installed and compatible with the truck transmission (Allison -3000-RDS). The pump must not require more than 1,200-RPM to produce the optimal pressure and flow needed to operate the loader. Pump must be controlled through a speed device that will not allow engagement unless the engine is at idle and the truck transmission is in the neutral position. Pump/PTO must automatically disengage when transmission is shifted out of neutral or engine RPMs exceed 1,300-RPM. Hydraulic oil cooler will be provided.

4.4.17 Units to be equipped with the following additional equipment:

- a) Minimum one (1) electrical and one (1) air horn that meets DOT standards.
- b) Integral power steering
- c) Turn indicators, front and rear, stop and tail lights
- d) Windshield washers and variable speed wipers
- e) Adjustable steering column
- f) Cigar lighter/Power port for use with cell phone
- g) Back up alarm
- h) DOT reflector triangle kit securely mounted in cab
- i) 5-lb., ABC rated fire extinguisher securely mounted in cab
- j) Bracket for 3 ½-gallon water cooler mounted at a location approved by Solid Waste Coordinator before delivery of the first unit.
- k) Current State inspection decal
- l) Decal showing the total height of the unit displayed on the dash.
- m) Delete
- n) Cone rack mounted between cab and body.
- o) Power door windows and locks.
- p) Hour meter.
- q) Loose wheel stud/lug indicators, color orange on all wheels.
- r) All Grappler Cab and Chassis keyed alike (1A and 2A)

4.5 ITEM	QUANTITY	DESCRIPTION
1B	14 Each	Truck Body, and Knuckle Boom Loader, mounted on Item 1A.

**SPECIFICATIONS TRUCK BODIES:**

- 4.5.1 Length – Approximately 22' feet, sized to accept trash bucket in travel position with boom straight not more than 6-inches of empty space between rear end of bucket and tailgate with the boom in the horizontal position.
- 4.5.2 Inside Width – Minimum 94" inches.
- 4.5.3 Longitudinal Sills – Minimum 7-inch, 9.8-lb., high strength steel channel or 2" x 6" x ¼ inch structural tubing.
- 4.5.4 Cross Sills – Minimum 4" inches, formed box channel of "C" section high strength steel, 10-gauge, or 3" inch, 4.1-lb. structural channel. Sills to be installed on maximum 12" inch centers.
- 4.5.5 Side and End Rails – Minimum 5" inch deep, 10-gauge, 3" inch deep for units using 4.1-lb. structural channel.
- 4.5.6 Floor – Minimum 1/4-inch, steel tread plate for units with floor welded to cross members or minimum 3/16-inch, steel tread plate for units with a minimum of 5, floor support long sills, formed of minimum 12-gauge steel channel with floor welded to long sills. All welds may be stitched welded, no spot-welding. A 1/2-inch steel plate will be welded to the floor (bed width and 4-feet long) at the rear of floor and directly under the trash bucket travel position (opened, with jaws to the left and right sides of the body longitudinal centerline).
- 4.5.7 Lighting – All lighting and reflectors will meet or exceed D.O.T. requirements. Reflectors shall be attached with mechanical fasteners. Stop lights, turn signals, backup, marker, and clearance lights shall be LED-type and mounted to reduce the possibility of damage from contact with brush. Four, high intensity strobe lights (WHELEN TIR-6, P/N 01-0663507A33B, SUPER-LED, 500 SERIES DIRECTIONAL WARNING LIGHT or proven equal) to be installed, one in each corner of the tailgate. The two (2) front grill mounted strobe lights and rear strobe lights will be wired to be lit whenever the battery disconnect switch is in the "on" position. Amber mid-ship clearance/turn signal lights shall be mounted on both sides of body.
- 4.5.8 Sides and Head – Body sides and head to be manufactured of 10-gauge steel (minimum ASTM A-570) with a 3-inch wide return type rolled upper rail. Single piece construction of sides is desirable. Two-piece construction is

acceptable only if seams are vertical and centered on the body with one additional vertical brace centered and welded to the outside of the seam. Heads will be of single piece construction. Side vertical braces (minimum 7), evenly spaced each side for structural channel, formed, 6-inch x 3-inch channel, manufactured of minimum 10-gauge steel, firmly welded to sides and floor. Head to have a minimum of two such vertical braces evenly spaced from sides and center. Sides and head to be bed length and 48-inches high from bed level. All sides, head, and braces, to be welded to body floor. Self-cleaning sides will be installed to outside of bed (minimum 10-gauge material) at approximately a 45 degree angle. Install minimum 3/16-inch plates on inside of bed to form self-cleaning floor at approximately 45 degrees. Ends of self-cleaning sides must be completely boxed. All welds to be continuous, no spot-welding. Designs using 4-inch X 3-inch box tubing instead of 3-inch wide return type rolled upper rails are acceptable if such tubing is installed using a continuous weld from front to rear at the upper edge of the body so that ends are completely boxed.

- 4.5.9 Tailgate – Barn door type, hinged at right side of tailgate allowing tailgate to swing out fully to right side of trailer. Two hinges, evenly spaced from top to bottom, with minimum 1"-inch hinge pins. Heavy-duty provisions to secure door in full open position against body side required. Tailgate to be manufactured of minimum 10-gauge steel with boxed type reinforcements on all sides with basic sheet wrapped over top and under bottom. Base section must be sloped to form a dirt-free self-cleaning edge. A positive firm locking latch, which can be operated from ground level, will be used to secure the doors in the closed position. Minimum three (3) each, ratchet type cam locks, along with guides to be installed on left side of door to ensure proper door closure. Design of door must include support of door on body platform instead of sides when door are closed. All hinges will have Zerk fittings to facilitate lubrication.
- 4.5.10 Tool Box – A lockable, watertight, toolbox, approximately 18-inches high X 20-inches wide X 18-inches deep to be mounted on the curb side of vehicle frame, under the body.
- 4.5.11 Sand Box – A metal container to carry approximately 200 lb. of sand will be attached to the sidewalk side of the truck. Exact location will be determined with first article.
- 4.5.12 Paint – Body must be properly cleaned and prepared prior to painting. Primer coat to be thoroughly dry prior to final two coats. Body color will be Medium Grey Metallic, Sherwin-Williams, Dimensions, urethane enamel, paint code – DFP386, mix code - # 50374
- 4.5.13 All components to be designed, installed, tested, and adjusted prior to delivery. Unit to be fully functional and ready for use upon delivery.

#### SPECIFICATIONS HYDRAULIC LOADERS:

- 4.5.2.1 Construction – High tensile strength steel used in all major structural members such as A-frame legs, boom ears, boom spars, and stabilizers. Positive lubrication must be available to each wear point.
- 4.5.2.2 Boom rotation must be made through a hydraulic rotary drive motor. Elevation and knuckling of boom and operation of stabilizing outrigger jacks will be through double acting hydraulic cylinders with controls located at the operator's platform. All movements – swing, knuckle, lift, rotate, and bucket action will be able to be accomplished simultaneously without jerking or other unnatural actions of the loader. A two stage pump will be provided to meet this requirement. All boom and outrigger pivot points to have bronze, brass, or steel bushings with grease fittings.
- 4.5.2.3 Boom Length – Maximum 23-feet, minimum 22-feet, without telescoping boom.
- 4.5.2.4 Boom Elevation – Minimum 75-degrees above horizontal.
- 4.5.2.5 A minimum 12" to 24" inch work space will be maintained between back of cab and loader and a minimum 24" +/- 3" inch work space between loader and body.
- 4.5.2.6 Outriggers to be hydraulic telescoping type with stabilizer pads, individually adjustable for operating height. Outside shell of outriggers will be braced/reinforced to prevent bowing. Replaceable wear blocks and/or an effective lubrication system will be installed to prevent excessive wear of the internal leg of the outrigger. Edges of stabilizer pads will curve up to prevent gouging street material.



- 4.5.2.7 A90-decibel audio alarm will sound when the outriggers are being extended. Two eye hooks capable of securing outriggers in the travel mode will be installed as back up for hydraulic failure.
- 4.5.2.8 Rotation of Boom – 360 degree continuous rotation. An electrical Collector will be installed to ensure electrical wiring will not be damaged by continuous rotation of the boom. A boom lock will be installed at the operator station to prevent boom swing during transport.
- 4.5.2.9 Swivel Couplings – Hoses must be equipped with swivel couplings which prevent twisting of hoses when boom is swung through its entire rotational arc.
- 4.5.2.10 Construction – High tensile strength steel used in all major structural members such as a-frame legs, boom ears, boom spars, and stabilizers. Positive lubrication must be available to each wear point.
- 4.5.2.11 Trash Bucket – Combination type bucket designed for solid waste and brush collection with fully enclosed sides. Bucket to be Rotobec model 045W (City of San Antonio option to include curved jaws and special closing cylinders). Cylinders, hoses, and hydraulic lines must be protected from debris protruding through bucket with steel plates. Hoses will also be covered with anti-wear material.
- 4.5.2.12 Hydraulic Reservoir/Lines – Minimum 47-gallon capacity, metal reservoir. Reservoir to be frame mounted street side with replaceable spin on hydraulic filter(s). Minimum 100-mesh strainer to be installed in the suction outlet and a minimum 10-micron filter installed in the return line. An accessible magnet to be installed in tank to eliminate contamination. One quarter (1/4) turn ball valves to be installed on suction and return lines to isolate reservoir. Unit to be equipped with sight gauge and filtered breather. Shall have an electric operated hydraulic oil cooler mounted near oil reservoir tank. Model number ASA Hydraulik #ASATT11RD01 or approved equal. After completion and prior to shipment, the hydraulic oil is to be filtered and certified to meet ISO 18/15/13 standards (4406.1999).
- 4.5.2.13 Minimum 2-inches upper and lower steel plates will be used to mount the crane to the vehicle frame. The frame will be reinforced with minimum 3-inches braces located adjacent to the mounting bolts, with stops welded on chassis frame to prevent sliding.
- 4.5.2.14 Minimum lifting capacity less bucket:
- |  | <u>LOAD</u> | <u>RADIUS FROM CENTER</u> |
|--|-------------|---------------------------|
|  | 5,400-lbs   | 15-feet                   |
|  | 8,000-lbs   | 10-feet                   |
- 4.5.2.15 Additional Requirements:
- Install a safety cradle around operator seat approximately 3-inches wider than seat, level with the seat in the folded position, and not more than 18" inches to the rear. Material to be 1 1/4-inches steel tubing firmly mounted and must not interfere with operator's range of motion.
  - Install a safety belt on operator's seat. Safety belt will be safety orange.
  - All safety equipment required to meet Federal and State safety standards to include under ride protection and conspicuity markings will be furnished and installed.
  - Ladders to provide access to work station on left and right side of loader, configured with minimum of 4 non-slip step, minimum 1-inch tread depth. Ladders will angle towards loader from bottom rail. Hand rails will be provided.
  - A switch, easily accessible to the crane operator, to sound a signaling device. Signal must be loud enough to be heard over the loader during operation.
  - Boom guards will be installed on both boom segments.
- 4.5.2.16 Acceptable Model – Rotobec Elite Loader

4.6 ITEM	QUANTITY	DESCRIPTION
2A	2 Each	Brush Collection Grapppler Truck Chassis (Minimum GVWR 64,000-lbs.)

4.6.1 SPECIFICATIONS CAB AND CHASSIS:

- 4.6.1.1 Engine – Minimum 11.9-liter, in-line 6-cylinder turbo charged diesel, charge-air-cooled with electronic control system. Minimum of 435-HP at maximum 2100-RPM. Minimum peak torque rating of 1,550-lb. ft at 1,200-RPM. Dual-element, dry-type air cleaner with cleanable outer element, replaceable safety element, and restriction warning light or indicator on the dash. Engine computer will be programmed to limit maximum road speed to 65-MPH, engine idle time will be limited to 5-minutes, cruise control will not be activated.
- 4.6.1.2 Exhaust System – Muffler with horizontal exhaust tailpipe extended to exit in front of rear tires.
- 4.6.1.3 Engine Protection – Engine will be protected by an OEM engine protection system. As a minimum, the system will monitor engine and transmission oil pressure and temperature. Engine fuel solenoid must be de-energized and engine automatically stopped when any of the functions being monitored are unsafe per the manufacturer's specifications. System must provide audio and visual alarms for 30 seconds prior to shutdown.
- 4.6.1.4 Electrical – Units to be equipped with a minimum of (3) three 12-volt, heavy-duty batteries (minimum 1800-CCA) and battery disconnect switch. Alternator to be 12-volt, minimum 160-amps, and gauge of lead wires to be sufficient to meet calculated load for this application. All wiring to be abrasion resistant and designated for severe service/heavy-duty use. Circuit breakers, manual reset with trip indicator minimum, to be used in place of fuses in excess of 20-amps. Speedometer, tachometer, odometer, oil pressure, hour meter, fuel level, voltmeter, coolant temperature and air pressure gauges must be installed.
- 4.6.1.5 Lights – Cab clearance, marker, stop, and back up lights to be LED. Mid-ship turn lights are to be LED, mounted in rubber, and enclosed in steel light box. **Four (4) high intensity strobe lights to be installed, two (2) in, or near, the front grill and two (2) flush mounted at the rear.** The two (2) front grill mounted strobe lights will be wired to be lit whenever the battery disconnect switch is in the "on" position.
- 4.6.1.6 Transmission – Allison 4500-RDS, six-speed transmission or proven equal with push button controls and Load-Based Shift Scheduling. Cooling system to be water to oil type. Transmission temperature gauge to be provided. Must be equipped with a forced auto neutral when the park brakes are applied. Operator must have to manually shift back to drive when the brakes are released. Push-button style keypad shift controller with illuminated digital display, indicator lights, low fluid level indicator, diagnostics (prognostics), and gear / mode selection display. Transmission covered by manufacturer's total warranty of 60-months, unlimited miles, 100% parts, and labor.
- 4.6.1.7 Cooling System – Maximum capacity offered by the manufacturer. Coolant to be extended life, mixed to protect to -34° F. Silicone coolant hoses with stainless steel constant torque type hose clamps. Full flow, spin-on type, coolant filter. Low coolant warning to be provided.
- 4.6.1.8 PTO/Pump – Dual PTO/Pump system shall be utilized. Dual system shall be independent of each other. One shall power loader and one shall power the hoist system. Pumps to be rated at hoist manufacturers recommended pressure and gallons per minute requirement. The pumps must not require more than 1,200 RPM to produce optimal pressure and flow. Pumps to be controlled through a speed device that will prevent engagement of PTO/pump unless engine is at idle. Device must also disengage PTO/pump when truck is moving forward or in reverse at more than 5 miles per hour.
- 4.6.1.9 Frame – Minimum 120,000-PSI hi-tensile frame rails with full frame liner minimum of 3,700,000 RBM. All structural components, rails, braces, supports, etc., to be attached with "Huck-Bolt" type fasteners.
- 4.6.1.10 Wheelbase and Cab-to Trunion to be determined by hoist requirements.
- 4.6.1.11 Cab - Conventional type with seating for driver and one passenger, minimum interior width, 70inches. Maximum insulation (Extreme Climate Thermal Insulation) will be used to reduce engine and exterior heat and noise from penetrating into the cab. Driver seat to be high back bucket type, National Cush-n-Aire, or equal. Passenger seats to be non-suspension two man bench seat. Seat belts will be colored safety orange. Arm rest on both doors. Doors will have power windows and locks. Windows will have factory and aftermarket tinting.
- 4.6.1.12 Air Conditioning – Air conditioning with integral heater and defroster units supplied under this specification must be OEM installed and designed for use with 134A refrigerant. System must be capable of maintaining a temperature inside the operator cab of 70°-F or less with an ambient temperature of not less than 95°-F with a relative humidity of not less than 90%. As a minimum, system must have a radiator-mounted condenser, 3-speed fan, and variable thermostat. If radiator mounted condenser is not practical, remote mount must be

approved by the Fleet Acquisition Manager before installation. Roof mounted unit not acceptable. All air conditioner components to be compatible and recommended for end item. Vehicles to be equipped with factory and aftermarket tinted glass and insulated cab headliner.

- 4.6.1.13 Front Axle – Setback with minimum 20,000-lbs. capacity, minimum 20,000-lbs. springs, minimum wheel cut 50-degrees, 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.
- 4.6.1.14 Steering – Integral power steering. Assist cylinders, if any, must be mounted above front axle. Steering column will be tilt/telescoping.
- 4.6.1.15 Rear Axle – Minimum 46,000-lbs., single speed tandem drive, equipped with hub piloted steel hubs, out-board mount type brake drums. Gear ratio installed must be capable of 70-mph +/-2 mph geared road speed at full engine governed RPM. Stemco or equal oil rear seals. Full locking differentials with audible interlock alarm in cab. The alarm must sound when the interlock is in the on position.
- 4.6.1.16 Rear Suspension – Minimum 46,000-lbs. capacity, Hendrickson HMX-460 with Hendrickson "Ultra Rod" torque rods. **(NO SUBSTITUTES ACCEPTABLE)**. Suspension shall be equipped with heaviest duty shock absorbers available with auxiliary spring gap properly adjusted after body installation and prior to delivery to City.
- 4.6.1.17 Wheels & Tires – All wheels to be 10-hole hub piloted steel disc wheel, 22.5 X 9.0, painted white. Tires to be 315/80R22.5 L. Wheels will have loose wheel indicators installed color orange.
- 4.6.1.18 Brakes – Full air, outboard brakes with dust shields and ABS brake control system, S-cam service brakes. Brakes to be the maximum O.E.M size offered, minimum 16-½ x 6 front and 16-½ x 8-¾ rear, and meet or exceed August 2011 Federal brake requirements. Front and rear Rockwell or equal automatic slack adjusters with stroke indicators. Minimum 15 CFM compressor, Midland Pure Air Plus dryer model DA-33100, or proven equal, with a manual drain valve on each tank. It is preferred that the air tanks be grouped together, easily accessible to an operator standing at the side of the truck. If not possible, all air tank drains shall be plumbed to a manifold system where drain valves are at one location, easily accessible to an operator standing at the side of the truck. Spring set parking brakes on both rear axles. Quick connect coupling (Milton 747 or equal), connected to the emergency side of air system, to be located in a protected area near the front bumper.
- 4.6.1.19 Fuel System – To be equipped with minimum 70-gallon aluminum or steel tank. Fuel filtration system to include primary and secondary type fuel filter(s) with water separator. Full flow strainer must be installed in fuel filler neck. DEF tank to be a minimum of 6-gallons.
- 4.6.1.20 Units to be equipped with the following additional equipment:
  - a) Motorized, West Coast type, right and left hand, heavy-duty, 6-inch x 16-inch split focus, (approximately 2/3 flat area, 1/3 adjustable convex) breakaway type, mirrors.
  - b) Air horn(s) and single electric horn.
  - c) Windshield wiper/washers with minimum 3 speed or variable speed wipers. Washer reservoir not to be mounted inside cab.
  - d) 5-lb., ABC type fire extinguisher securely mounted in the cab.
  - e) DOT triangle warning kit securely mounted in the cab.
  - f) Exterior cab grab handles, both sides.
  - g) Two (2) front tow hooks installed on frame and strengthened sufficiently to lift, pull, and tow truck without damaging bumper or other body parts. A wire rope, minimum 1-inch diameter, shall be provided and fastened to both tow hooks to attach tow equipment.
  - h) Exterior sun visor, painted the same color as truck, and interior sun visors for driver and passengers.
  - i) Deleted
  - j) Heavy-duty drive lines.
  - k) Minimum AM/FM with CD and auxiliary input radio with two speakers.
  - l) Cigar lighter/power port.
  - m) Back up alarm
  - n) Parabolic mirrors installed on front fenders to provide view of obstacles on sides of truck from front bumper to rear wheels.

- o) Ignition and door locks will be keyed alike on Grappler Cab and Chassis purchased (1A and 2A). Three keys will be furnished for each truck delivered. Decal showing the total height of the unit displayed on the dash.
- p) Traffic cone rack and water cooler rack mounted street side.

4.6.1.21 Color – OEM white.

4.7 ITEM	QUANTITY	DESCRIPTION
2B	2 Each	Roll Off Tilt Frame Hoist and Knuckle Boom Loader, mounted on Item 2A

#### 4.7.1 SPECIFICATIONS ROLL OFF TILT FRAME HOIST:

- 4.7.1.1 These specifications are for self-loading refuse containers up to 22' inside length without overhang of the tilt frame rails. The minimum lift capacity must be 75,000 lbs. All equipment furnished under this contract must be new, unused, and manufacture's current production model. Accessories, not specifically mentioned herein but are necessary to furnish a complete unit, ready for use, also must be included. Vendor must state number of years this model has been part of their manufacturing process. Hoist must be compatible with containers currently owned by the City.
- 4.7.1.2 Vendor must state its normal warranty, which will control to the extent and manner that it exceeds the minimum warranty. The minimum warranty is:
  - a) Basic Warranty – Entire hoist body – 12 months, unlimited mileage, 100% parts and labor
  - b) 5 years – Materials and workmanship
  - c) 5 years – Electrical system
  - d) 5 years – Cylinders
- 4.7.1.3 The body must be mounted to the chassis by factory-trained technicians. Body must be in conformance with latest ANSI Z245.1 safety standards.
- 4.7.1.4 Frame – Constructed of heavy duty material with a minimum 1/2" x 3 " bar wear strips. Sub frame units constructed of heavy duty material will have a minimum 8" x 4" x 1/2" main rails and 4" x 2" x 1/4" sub-frame. Outside rollers: ten (10) minimum 4" OD x 2" ID x 3-3/4" long with Aluminum Bronze Bushings. Rollers are to be secured with a collar and bolt. The forward end frame rail must have a hold down front stop and a lock. The hold down to be minimum 1" plate with 3/4" x 3" formed liner. The hoist must have zerk grease fittings at all wear points. Rear Hinge: must be welded and bolted to the truck frame with 3" heat treated hinge pin and 1 1/2" plate. Outside rails must be provided. Rear Roller: to be a quick change, 8" minimum 3" diameter long life bearing. Fenders: 2 double heavy duty steel over rear tires. Dump angle must not be less than 47-degrees. Unit must be mounted to chassis frame using manufacturer's standard method to keep with chassis manufacturing standards. All electrical wiring will be protected by looms or conduit and terminate in a watertight junction box, unprotected wiring is unacceptable.
- 4.7.1.5 Cable System – Cable for hoist will be a minimum of 7/8" – 25' EIPS IWRC and supplied with a rectangular eye fitting and swedge connection. The opening to be approximately 3-5/8," of cast alloy construction and overall length is approximately 12". The sheaves will be 10" in diameter with 2-5/16" bearing surface with aluminum bronze bushings for longer life. Each sheave must be held in place with minimum 2" diameter pins.
- 4.7.1.6 Hydraulic System – The lifting and reeving cylinders must have a minimum 6" Bore x 72" stroke. . The reeving cylinders must have a minimum 7" bore X 80" stroke The reeving cylinders to have 1/4" minimum steel lattice plate top cover over the area of the rod extension. Over reeving limiter must be provided. The hydraulic tank must be frame mounted, have a minimum capacity of 60 gallons, an in-tank micro glass filter (both suction and pressure will be filtered), a hydraulic filter restriction gauge, and constructed with a minimum of 7-gauge steel. Tank to also include a sight gauge, thermometer, and a minimum 3-micron vent filter. A hydraulic sampling device such as (Probilizer) gauge port to connect test equipment, and a fill port, 3/8-inch minimum, must be installed on hydraulic tank. One-quarter (1/4) turn ball valves will be installed to isolate the reservoir (suction and return lines) for service and maintenance. All hoses must be high-pressure wire braid construction designed to withstand four times the system pressure. Hydraulic tubing to be zinc dichromate treated to prevent rust.

- 4.7.1.7 The inside cab controls will be air over hydraulic type and return to neutral position when released. Outside controls to be ergonomically located behind the cab and properly labeled to indicate the direction of travel.
- 4.7.1.8 After completion and prior to shipment, the hydraulic oil is to be filtered and certified to meet ISO 18/15/13 standards (4406.1999).
- 4.7.1.9 Hoist cycle time is to be not more than 46 seconds. Cable in and out: hoist up and down.
- 4.7.1.10 Safety – Must be equipped with a manual container tie down system that will secure all outside or inside rail containers without modifications to, or hold downs on, the container. Strap with integrated ratchet is acceptable. Dash indicator light and audible alert when body is in the up position. Body props, one piece accessible from both sides.
- 4.7.1.11 Rear Bumper – Rear Bumper must meet ICC and DOT under ride requirements, and have the ability to fold up automatically or on activation of PTO as the hoist is being raised to the “up” position.
- 4.7.1.12 Paint – Complete unit must be cleaned and media blasted with all weld slag, oil and other residue removed. Cleaning must be in keeping with accepted industry standards. Unit will be primed and a finish coat of high gloss enamel applied. Unit to be painted black.
- 4.7.1.13 Tool Box – Minimum ten (10) gauge painted steel with minimum one eighth inch (1/8”) plate top tool box, mounted on the passenger side. Toolbox to be a minimum thirty-six inches (36”) in length by eighteen inches (18”) wide by twenty-two inches (22”) high. Unit to have a door seal with rain gutter, a locking door handle and hinged on bottom to aid access.
- 4.7.1.14 Acceptable Model: Stellar SI75174OR or approved equal.

#### **4.7.2 SPECIFICATIONS HYDRAULIC LOADER:**

- 4.7.2.1 Construction – High tensile strength steel used in all major structural members such as A-frame legs, boom ears, boom spars, and stabilizers. Positive lubrication must be available to each wear point.
- 4.7.2.2 Boom rotation must be made through a hydraulic rotary drive motor. Elevation and knuckling of boom and operation of stabilizing outrigger jacks will be through double acting hydraulic cylinders with controls located at the operator’s platform. All movements – swing, knuckle, lift, rotate, and bucket action will be able to be accomplished simultaneously without jerking or other unnatural actions of the loader. A two stage pump will be provided to meet this requirement. All boom and outrigger pivot points to have bronze, brass, or steel bushings with grease fittings.
- 4.7.2.3 Boom Length – Maximum 23-feet, minimum 22-feet, without telescoping boom.
- 4.7.2.4 Boom Elevation – Minimum 75-degrees above horizontal.
- 4.7.2.5 A minimum 24” +/- 3” inch work space will be maintained between back of cab and loader work space between loader and body.
- 4.7.2.6 Outriggers to be hydraulic telescoping type with stabilizer pads, individually adjustable for operating height. Outside shell of out riggers will be braced/reinforced to prevent bowing. Replaceable wear blocks and/or an effective lubrication system will be installed to prevent excessive wear of the internal leg of the outrigger. Edges of stabilizer pads will curve up to prevent gouging street material.
- 4.7.2.7 A 90-decibel audio alarm will sound when the outriggers are being extended. Two eye hooks capable of securing outriggers in the travel mode will be installed as back up for hydraulic failure.
- 4.7.2.8 Rotation of Boom – 360 degree continuous rotation. An electrical Collector will be installed to ensure electrical wiring will not be damaged by continuous rotation of the boom. A boom lock will be installed at the operator station to prevent boom swing during transport.

- 4.7.2.9 Swivel Couplings – Hoses must be equipped with swivel couplings which prevent twisting of hoses when boom is swung through its entire rotational arc.
- 4.7.2.10 Construction – High tensile strength steel used in all major structural members such as a-frame legs, boom ears, boom spars, and stabilizers. Positive lubrication must be available to each wear point.
- 4.7.2.11 Trash Bucket – Combination type bucket designed for solid waste and brush collection with fully enclosed sides. Bucket to be Rotobec model 045W (City of San Antonio option to include curved jaws and special closing cylinders). Cylinders, hoses, and hydraulic lines must be protected from debris protruding through bucket with steel plates. Hoses will also be covered with anti-wear material.
- 4.7.2.12 Shall have an electric operated hydraulic oil cooler mounted near oil reservoir tank. Model number ASA Hydraulik #ASATT11RD01 or approved equal.
- 4.7.2.13 Minimum 2-inches upper and lower steel plates will be used to mount the crane to the vehicle frame. The frame will be reinforced with minimum 3-inches braces located adjacent to the mounting bolts, with stops welded on chassis frame to prevent sliding.

4.7.2.14 Minimum lifting capacity less bucket:	<u>LOAD</u>	<u>RADIUS FROM CENTER</u>
	5,400-lbs	15-feet
	8,000-lbs	10-feet

4.7.2.15 Additional Requirements:

- Install a safety cradle around operator seat approximately 3-inches wider than seat, level with the seat in the folded position, and not more than 18" inches to the rear. Material to be 1 1/4-inches steel tubing firmly mounted and must not interfere with operator's range of motion.
- Install a safety belt on operator's seat. Safety belt will be safety orange.
- All safety equipment required to meet Federal and State safety standards to include under ride protection and conspicuity markings will be furnished and installed.
- Ladders to provide access to work station on left and right side of loader, configured with minimum of 4 non-slip step, minimum 1-inch tread depth. Ladders will angle towards loader from bottom rail. Hand rails will be provided.
- A switch, easily accessible to the crane operator, to sound a signaling device. Signal must be loud enough to be heard over the loader during operation.
- Boom/tube guards will be installed on both boom segments.

4.7.2.16 Acceptable Model – Rotobec Elite Loader

4.8 ITEM	QUANTITY	DESCRIPTION
3A	9 Each	Cab and Chassis, Minimum 66,000 lbs. GVWR

SPECIFICATIONS CAB AND CHASSIS:

- 4.8.1 Engine – Minimum 11.9-liter, in-line 6-cylinder turbo charged diesel, charge-air-cooled with electronic control system. Minimum of 435-HP at maximum 2100-RPM. Minimum peak torque rating of 1,550-lb. ft at 1,200-RPM. Dual-element, dry-type air cleaner with cleanable outer element, replaceable safety element, and restriction warning light or indicator on the dash. Engine computer will be programmed to limit maximum road speed to 65-MPH, engine idle time will be limited to 5-minutes, cruise control will not be activated.
- 4.8.2 Exhaust System – Muffler with vertical exhaust pipe with turn out.
- 4.8.3 Engine Protection – Engine will be protected by an OEM engine protection system. As a minimum, the system will monitor engine and transmission oil pressure and temperature. Engine fuel solenoid must be de-energized and engine automatically stopped when any of the functions being monitored are unsafe per the manufacturer's specifications. System must provide audio and visual alarms for 30 seconds prior to shutdown.

- 4.8.4 Electrical – Units to be equipped with a minimum of (3) three 12-volt, heavy-duty batteries (minimum 1800-CCA) and battery disconnect switch. Alternator to be 12-volt, minimum 160-amps, and gauge of lead wires to be sufficient to meet calculated load for this application. All wiring to be abrasion resistant and designated for severe service/heavy-duty use. Circuit breakers, manual reset with trip indicator minimum, to be used in place of fuses in excess of 20-amps. Speedometer, tachometer, odometer, oil pressure, hour meter, fuel level, voltmeter, coolant temperature and air pressure gauges must be installed.
- 4.8.5 Lights – Cab clearance, marker, stop and back up lights to be LED. All chassis lights, mounted in rubber, and enclosed in steel light box. Mid-ship turn lights are to be LED, mounted in rubber, and enclosed in steel light box. **Four (4) high intensity strobe lights to be installed, two (2) in, or near, the front grill and two (2) flush mounted at the rear. The two (2) front grill mounted strobe lights will be wired to be lit whenever the battery disconnect switch is in the "on" position.**
- 4.8.6 Transmission – Allison 4500-RDS, six-speed transmission or proven equal with push button controls and Load-Based Shift Scheduling. Cooling system to be water to oil type. Transmission temperature gauge to be provided. Must be equipped with a forced auto neutral when the park brakes are applied. Operator must have to manually shift back to drive when the brakes are released. Equipped with a positive interlock, which cannot be overridden, preventing operation of hydraulic system unless transmission is in neutral, **(NO EXCEPTIONS)**. Push-button style keypad shift controller with illuminated digital display, indicator lights, low fluid level indicator, diagnostics (prognostics), and gear / mode selection display. Transmission covered by manufacturer's total warranty of 60-months, unlimited miles, 100% parts, and labor.
- 4.8.7 Cooling System – Maximum capacity offered by the manufacturer. Coolant to be extended life, mixed to protect to -34° F. Silicone coolant hoses with stainless steel constant torque type hose clamps. Full flow, spin-on type, coolant filter. Low coolant warning to be provided.
- 4.8.8 PTO/Pump – A hot shift transmission mounted PTO with direct, or driveline mounted, pump with pressure relief valve for overloads. Pump to be rated at hoist manufacturers recommended pressure and gallons per minute requirement. The pump must not require more than 1,200 RPM to produce optimal pressure and flow. Pump to be controlled through a speed device that will prevent engagement of PTO/pump unless engine is at idle and transmission is in the neutral position, device must also disengage PTO/pump when engine RPM exceeds 1,500 RPM.
- 4.8.9 Frame – Minimum 120,000-PSI hi-tensile frame rails with full frame liner minimum of 3,700,000 RBM. All structural components, rails, braces, supports, etc., to be attached with "Huck-Bolt" type fasteners.
- 4.8.10 Wheelbase and Cab-to Trunion to be determined by hoist requirements.
- 4.8.11 Cab - Conventional type with seating for driver and one passenger, minimum interior width, 80-inches. Maximum insulation (Extreme Climate Thermal Insulation) will be used to reduce engine and exterior heat and noise from penetrating into the cab. Driver seat to be high back bucket type, National Cush-n-Aire, or equal. Passenger seat to be non-suspension two man bench seat. Seat belts will be colored safety orange. Seat belt cover will not be acceptable. Arm rest on both doors. Doors will have power windows and locks. Windows will have factory and aftermarket tinting.
- 4.8.12 Air Conditioning – Air conditioning with integral heater and defroster units supplied under this specification must be OEM installed and designed for use with 134A refrigerant. System must be capable of maintaining a temperature inside the operator cab of 70°-F or less with an ambient temperature of not less than 95°-F with a relative humidity of not less than 90%. As a minimum, system must have a radiator-mounted condenser, 3-speed fan, and variable thermostat. If radiator mounted condenser is not practical, remote mount must be approved by the Fleet Acquisition Manager before installation. Roof mounted unit not acceptable. All air conditioner components to be compatible and recommended for end item. Vehicles to be equipped with factory and aftermarket tinted glass and insulated cab headliner.
- 4.8.13 Front Axle –Setback with minimum 20,000-lbs. capacity, minimum 20,000-lbs. springs, minimum wheel cut 50-degrees, 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.
- 4.8.14 Steering – Integral power steering. Assist cylinders, if any, must be mounted above front axle. Steering column will be tilt/telescoping.

- 4.8.15 Rear Axle – Minimum 46,000-lbs., single speed tandem drive, equipped with hub piloted steel hubs, out-board mount type brake drums. Gear ratio installed must be capable of 70-mph +/-2 mph geared road speed at full engine governed RPM. Stemco or equal oil rear seals. Full locking differentials with audible interlock alarm in cab. The alarm must sound when the interlock is in the on position.
- 4.8.16 Rear Suspension – Minimum 46,000-lbs. capacity, Hendrickson HMX-460 with Hendrickson "Ultra Rod" torque rods. **(NO SUBSTITUTES ACCEPTABLE)**. Suspension shall be equipped with heaviest duty shock absorbers available with auxiliary spring gap properly adjusted after body installation and prior to delivery to City.
- 4.8.17 Wheels & Tires – All wheels to be 10-hole hub piloted steel disc wheel, 22.5 X 9.0, painted white. Tires to be 315/80R22.5 L. Wheels will have loose wheel indicators installed color orange. All wheels shall be painted white.
- 4.8.18 Brakes – Full air, outboard brakes with dust shields and ABS brake control system, S-cam service brakes. Brakes to be the maximum O.E.M size offered, minimum 16-½ x 6 front and 16-½ x 8-¾ rear, and meet or exceed August 2011 Federal brake requirements. Front and rear Rockwell or equal automatic slack adjusters with stroke indicators. Minimum 15 CFM compressor, Midland Pure Air Plus dryer model DA-33100, or proven equal, with a manual drain valve on each tank. It is preferred that the air tanks be grouped together, easily accessible to an operator standing at the side of the truck. If not possible, all air tank drains shall be plumbed to a manifold system where drain valves are at one location, easily accessible to an operator standing at the side of the truck. Spring set parking brakes on both rear axles. Quick connect coupling (Milton 747 or equal), connected to the emergency side of air system, to be located in a protected area near the front bumper.
- 4.8.19 Fuel System – To be equipped with minimum 70-gallon metal tank. Fuel filtration system to include primary and secondary type fuel filter(s) with water separator. Full flow strainer must be installed in fuel filler neck. DEF tank to be a minimum of 6-gallons.
- 4.8.20 Units to be equipped with the following additional equipment:
- a) Motorized, West Coast type, right and left hand, heavy-duty, 6-inch x 16-inch split focus, (approximately 2/3 flat area, 1/3 adjustable convex) breakaway type, mirrors.
  - b) Air horn(s) and single electric horn.
  - c) Windshield wiper/washers with minimum 3 speed or variable speed wipers. Washer reservoir not to be mounted inside cab.
  - d) 5-lb., ABC type fire extinguisher securely mounted in the cab.
  - e) DOT triangle warning kit securely mounted in the cab.
  - f) Exterior cab grab handles, both sides.
  - g) Two (2) front tow hooks installed on frame and strengthened sufficiently to lift, pull, and tow truck without damaging bumper or other body parts. A wire rope, minimum 1-inch diameter, shall be provided and fastened to both tow hooks to attach tow equipment.
  - h) Exterior sun visor, painted the same color as truck, and interior sun visors for driver and passengers.
  - i) Deleted
  - j) Heavy-duty drive lines.
  - k) Minimum AM/FM CD with auxiliary input radio with two speakers.
  - l) Cigar lighter/power port.
  - m) Back up alarm
  - n) Parabolic mirrors installed on front fenders to provide view of obstacles on sides of truck from front bumper to rear wheels.
  - o) Ignition and door locks will be keyed alike on all Roll Off trucks purchased (3A). Three keys will be furnished for each truck delivered. Decal showing the total height of the unit displayed on the dash.
  - p) Traffic cone rack and water cooler rack mounted street side.
- 4.8.21 Color – OEM white.

4.9 ITEM	QUANTITY	DESCRIPTION
3B	9 Each	Roll Off Tilt Frame Holst with Tarp System, Mounted on Item 3A



#### 4.9.1 SPECIFICATIONS ROLL OFF TILT FRAME HOIST:

- 4.9.1.1. These specifications are for self-loading refuse containers up to 22' inside length without overhang of the tilt frame rails. The minimum lift capacity must be 75,000 lbs. All equipment furnished under this contract must be new, unused, and manufacture's current production model. Accessories, not specifically mentioned herein but are necessary to furnish a complete unit, ready for use, also must be included. Vendor must state number of years this model has been part of their manufacturing process. Hoist must be compatible with containers currently owned by the City.
- 4.9.1.2 Vendor must state its normal warranty, which will control to the extent and manner that it exceeds the minimum warranty. The minimum warranty is:
- a) Basic Warranty – Entire hoist body – 12 months, unlimited mileage, 100% parts and labor
  - b) 5 years – Materials and workmanship
  - c) 5 years – Electrical system
  - d) 5 years – Cylinders
- 4.9.1.3 The body must be mounted to the chassis by factory-trained technicians. Body must be in conformance with latest ANSI Z245.1 safety standards.
- 4.9.1.4 Frame – Constructed of heavy duty material with a minimum 10" x 4" x 1/2" tubing and 1/2" x 3" bar wear strips. Sub frame units constructed of heavy duty material will have a minimum 8" x 4" x 1/2" main rails and 4" x 2" x 1/4" sub-frame. Outside rollers: ten (10) minimum 4" OD x 2" ID x 3-3/4" long with Aluminum Bronze Bushings. Rollers are to be secured with a collar and bolt. The forward end frame rail must have a hold down front stop and a lock. The hold down to be minimum 1" plate with 3/4" x 3" formed liner. The hoist must have zerk grease fittings at all wear points. Rear Hinge: must be welded and bolted to the truck frame with 3" heat treated hinge pin and 1 1/2" plate. Outside rails must be provided. Rear Roller: to be a quick change, 8" minimum 3" diameter long life bearing. Fenders: 2 double heavy duty steel over rear tires. Dump angle must not be less than 47-degrees. Unit must be mounted to chassis frame using manufacturer's standard method to keep with chassis manufacturing standards. All electrical wiring will be protected by looms or conduit and terminate in a watertight junction box, unprotected wiring is unacceptable.
- 4.9.1.5 Cable System – Cable for hoist will be a minimum of 7/8" – 25' EIPS IWRC and supplied with a rectangular eye fitting and swedge connection. The opening to be approximately 3-5/8," of cast alloy construction and overall length is approximately 12". The sheaves will be 10" in diameter with 2-5/16" bearing surface with aluminum bronze bushings for longer life. Each sheave must be interchangeable and held in place with minimum 2" diameter pins.
- 4.9.1.6 Hydraulic System – The reeving cylinders must have a minimum 7" Bore x 80" stroke. The reeving cylinders to have 1/4" minimum steel lattice plate top cover over the area of the rod extension. Over reeving limiter must be provided. The lift cylinders must have a 6" Bore x 72" stroke. The hydraulic tank must be frame mounted, have a minimum capacity of 60 gallons, an in-tank micro glass filter (both suction and pressure will be filtered), a hydraulic filter restriction gauge, and constructed with a minimum of 7-gauge steel. Tank to also include a sight gauge, thermometer, and a minimum 3-micron vent filter. A hydraulic sampling device such as (Probilizer) gauge port to connect test equipment, and a fill port, 3/8-inch minimum, must be installed on hydraulic tank. One-quarter (1/4) turn ball valves will be installed to isolate the reservoir (suction and return lines) for service and maintenance. All hoses must be high-pressure wire braid construction designed to withstand four times the system pressure. Hydraulic tubing to be zinc dichromate treated to prevent rust.
- 4.9.1.7 The inside cab controls will be air over hydraulic type and return to neutral position when released. Outside controls to be ergonomically located behind the cab and properly labeled to indicate the direction of travel.
- 4.9.1.8 After completion and prior to shipment, the hydraulic oil is to be filtered and certified to meet ISO 18/15/13 standards (4406.1999).
- 4.9.1.9 Hoist cycle time is to be not more than 46 seconds. Cable in and out: hoist up and down.
- 4.9.1.10 Safety – Must be equipped with a manual container tie down system that will secure all outside or inside rail containers without modifications to, or hold downs on, the container. Strap with integrated ratchet is acceptable. Dash indicator light and audible alert when body is in the up position. Body props, one on each

side.

- 4.9.1.11 Rear Bumper – Rear Bumper must meet ICC and DOT under ride requirements, and have the ability to fold up automatically as the hoist is being raised to the up position.
- 4.9.1.12 Paint – Complete unit must be cleaned and media blasted with all weld slag, oil and other residue removed. Cleaning must be in keeping with accepted industry standards. Unit will be primed and a finish coat of high gloss enamel applied. Unit to be painted black.
- 4.9.1.13 Tool Box – Minimum ten (10) gauge galvanized steel with minimum one eighth inch (1/8") plate top tool box, mounted on the passenger side. Toolbox to be a minimum thirty-six inches (36") in length by eighteen inches (18") wide by twenty-two inches (22") high. Unit to have a door seal with rain gutter and a locking door handle.
- 4.9.1.14 Acceptable Model: Stellar SI75174OR or approved equal.

#### 4.9.2 SPECIFICATIONS TARP SYSTEM:

- 4.9.2.1 Stellar SIAT with 2 piece arms and adjustable tower, or approved equal. Telescoping tower system, with automatic arm kit, Stellar SIAT with 3 piece arms and adjustable tower, or approved equal. Tarping system to be powered by chassis hydraulic system. Tower to be hydraulically adjustable from 72-inches (Lowered) to 120-inches (Raised).
- 4.9.2.2 Arm kit to be 2 piece design with hydraulic cylinder adjustable pivot point to compensate for different container lengths. Tarper must have system to rephase arm cylinders for synchronizing.
- 4.9.2.3 Controls to be installed outside directly behind cab on driver's side mounted to tarper gantry.

## 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 deadlines specified herein, whether delivery to the other vendor for completion of that vendor's work, or delivery to City, are uncertain and would be difficult of ascertainment, and that the sum of \$100.00 per day for each day delivery by said Vendor is late would be a reasonable compensation for such breach. Vendor hereby promises to pay, and the City hereby agrees to accept, such sum as liquidated damages, and not as a penalty, in the event of such breach. Furthermore, Parties agree that City may withhold said liquidated damages from any payments due to Vendor hereunder. The liquidated damages described herein are only assessable against the party causing the delay. 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.

### Cooperative Contract Provisions.

Term Consistent with Cooperative Contract. Notwithstanding anything to the contrary herein, no new orders may be placed hereunder after the expiration or termination of the underlying cooperative contract. Renewals cannot extend beyond the term of the underlying cooperative contract. Extensions cannot extend beyond the term of the underlying cooperative contract.

Contract Documents. The terms and conditions for performance and payment of compensation for this contract are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes:

This Request for Offer, including any attachments identified herein and addenda issued by City prior to acceptance of an offer from Offeror;

Any Purchase Orders issued hereunder by City of San Antonio ("City"); and

Exhibit I – All applicable terms and conditions of the Cooperative Purchasing Contract number 425-13 & 430-13 through BUYBOARD.

Order of Priority of Contract Documents. Should a conflict arise among the provisions of the contract documents, this RFO and any Purchase Order issued hereunder shall govern over Exhibit I, unless otherwise specifically provided herein.

This RFO includes the following: Instructions to Offerors, General Terms and Conditions, Supplemental Terms and Conditions, Product Specifications and Description of Services, Definitions, Price Schedule, any Attachments identified herein.

### Warranty.

The warranty specified in Exhibit 1, if any, 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 RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. 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 EXHIBIT I, OR 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.**

**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 – Non-Discrimination Ordinance Language

Attachment C – Local Preference Program Identification Form

Attachment D – State of Texas Conflict of Interest Questionnaire (Form CIQ) and Office of the City Clerk's Addendum to the State of Texas Form CIQ.

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

## 006 - GENERAL TERMS & CONDITIONS

Electronic Offer Equals Original. If Vendor is submitting an electronic offer, 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 RFO 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 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 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.

### 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 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, 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 DAY 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.

**Amendments.** Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Vendor. The Director of the Purchasing and General Services Department, or Director's designee, shall have authority to execute amendments on behalf of City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City.

#### **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 the Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

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

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

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

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

#### **INDEMNIFICATION.**

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or

omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold 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 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 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, City reserves the right to deduct any delinquent taxes from payments that 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 Amendment 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 an offer, whether electronically or by paper, Offeror represents that:

(s)he is authorized to bind Offeror to fully comply with the terms and conditions of City's Request for Offer 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;

Offeror 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 offer 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 offer.

Offeror Information

Please Print or Type

Vendor ID No.

V1006439

Signer's Name

Keith Shoffstall

Name of Business

Grande Truck Center

Street Address

4562 IH-10 East

City, State, Zip Code

San Antonio, Texas 78219

Email Address

rshoffstall@grandetruck.com

Telephone No.

210-666-7112

Fax No.

210-666-7216

City's Solicitation No.

610000 4279

  
Signature of Person Authorized to Sign Offer

## 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 Offer - an RFO in which City will award the entire contract to one offeror only.

Alternate Offer - two or more offers with substantive variations in the item or service offered from the same offeror in response to a solicitation.

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

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

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

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

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

Line Item - a listing of items in an offer for which an offeror is expected to provide separate pricing.

Offer - a complete, signed response to an RFO that, if accepted, would bind Offeror to perform the resultant contract.

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

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

Pre-Submittal Conference - a meeting conducted by City, held in order to allow offerors 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 City's standard purchase order form, and which is the vendor's authority to deliver to and invoice City for the goods or services specified in an RFO for the price stated in vendor's offer.

Specifications - a description of what City requires and what Offeror 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 City.

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

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

009 - ATTACHMENTS

ATTACHMENT A

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, by Ordinance No. 2013-03-21-0167, effective for solicitations issued after May 1, 2013.

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

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

PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1A	14 Each	Brush Collection Grappler Truck Chassis (Minimum GVWR 37,000-lbs.)

PRICE EACH: \$ 90,416.<sup>00</sup>

TOTAL PRICE: \$ 1,265,824.<sup>00</sup>

YEAR, MAKE & MODEL CAB & CHASSIS:

2015 Western Star 4700 SB

CAB & CHASSIS WARRANTY:

1 year

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

Cummins ISL 8.9 330 H.P. 1000 lb Ft Torque

ENGINE WARRANTY:

2 years or 250,000 miles

SPECIFIC MAKE & MODEL OF TRANSMISSION OFFERED:

Allison 3000 RDS

TRANSMISSION WARRANTY:

60 months

WARRANTY SERVICE PROVIDER NAME: Grande Truck Center

WARRANTY PROVIDER ADDRESS: 4562 FH-10 East

SAN Antonio, Texas 78219

PRODUCTION CUT-OFF DATE: July 3, 2014

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

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

ITEM	QUANTITY	DESCRIPTION
1B	14 Each	Truck Body, and Knuckle Boom Loader, mounted on Item 1A.

PRICE EACH: \$ \_\_\_\_\_

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

MAKE & MODEL OF LOADER: \_\_\_\_\_

WARRANTY: \_\_\_\_\_

WARRANTY SERVICE PROVIDER NAME: \_\_\_\_\_

WARRANTY PROVIDER ADDRESS: \_\_\_\_\_

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
2A	2 Each	Brush Collection Grappler Truck Chassis (Minimum GVWR 64,000-lbs.)

PRICE EACH: \$ 120,098.<sup>00</sup>

TOTAL PRICE: \$ 240,196.<sup>00</sup>

YEAR, MAKE & MODEL CAB & CHASSIS:

2015 Western Star 4700SB

CAB & CHASSIS WARRANTY:

1 year

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

Detroit DD13 12.8L 435 HP 1550 lb ft Torque

ENGINE WARRANTY:

2 years or 250,000 miles

SPECIFIC MAKE & MODEL OF TRANSMISSION OFFERED:

Allison 4500 RDS

TRANSMISSION WARRANTY:

60 months

WARRANTY SERVICE PROVIDER NAME: Grande Truck Center

WARRANTY PROVIDER ADDRESS: 4562 IH-10 East

SAN Antonio, Texas 78219

PRODUCTION CUT-OFF DATE: July 3, 2014

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

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

ITEM	QUANTITY	DESCRIPTION
2B	2 Each	Roll Off Tilt Frame Hoist and Knuckle Boom Loader, mounted on Item 2A

PRICE EACH: \$ \_\_\_\_\_

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

MAKE & MODEL OF LOADER: \_\_\_\_\_

WARRANTY: \_\_\_\_\_

WARRANTY SERVICE PROVIDER NAME: \_\_\_\_\_

WARRANTY PROVIDER ADDRESS: \_\_\_\_\_

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
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3A

9 Each

Cab and Chassis, Minimum 66,000 lbs. GVWR

PRICE EACH: \$ 119,169.<sup>00</sup>

TOTAL PRICE: \$ 1,072,521.<sup>00</sup>

YEAR, MAKE & MODEL CAB & CHASSIS:

2015 Western Star 4700 SA

CAB & CHASSIS WARRANTY:

1 year

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

Detroit DD13 12.8L 435 H.P. 1550 lb ft Torque

ENGINE WARRANTY:

2 years or 250,000 miles

SPECIFIC MAKE & MODEL OF TRANSMISSION OFFERED:

4500 RDS Allison

TRANSMISSION WARRANTY:

60 months

WARRANTY SERVICE PROVIDER NAME: Grande Truck Center

WARRANTY PROVIDER ADDRESS: 4542 IH-10 East

SAN Antonio, Texas 78219

PRODUCTION CUT-OFF DATE: July 3, 2014

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

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

ITEM	QUANTITY	DESCRIPTION
3B	9 Each	Roll Off Tilt Frame Hoist with Tarp System, Mounted on Item 3A

PRICE EACH: \$ \_\_\_\_\_

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

MAKE & MODEL OF ROLL OFF TILT FRAME HOIST: \_\_\_\_\_

WARRANTY: \_\_\_\_\_

WARRANTY SERVICE PROVIDER NAME: \_\_\_\_\_

WARRANTY PROVIDER ADDRESS: \_\_\_\_\_

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
4	Each	COOPERATIVE FEE

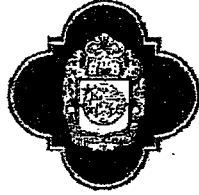
COOPERATIVE FEE EACH: \$ 400.<sup>00</sup> per P.O.

TOTAL COOPERATIVE FEE: \$ 400.<sup>00</sup> AS long AS 1 P.O. is issued to cover all the Trucks.

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







## City of San Antonio

### ADDENDUM I

**SUBJECT:** Request For Offer 6100004279 GRAPPLERS AND ROLL OFF HOIST TRUCKS  
scheduled to open Friday, April 18, 2014 date of issue April 3, 2014.

**DATE:** April 16, 2013

**THE ABOVE MENTIONED REQUEST FOR OFFER (RFO) IS HEREBY AMENDED AS FOLLOWS:**

**1. THE BID OPENING DATE CHANGES TO THURSDAY, APRIL 24, 2014, 10:00 A.M. LOCAL TIME.**

**2. RFO Document Section 004 – Specifications / Scope of Services, Item Description changed to read:**

**4.2 DELIVERY DATES:**

Changed to read:

**4.2.1** The cab and chassis vendor shall deliver a cab and chassis to The truck body vendor no later than 120 days after receipt of City's Purchase Order. Both parties shall execute and deliver to City a joint document confirming to City the date the cab and chassis is delivered to the truck body vendor within 5 days of said delivery.

**4.2.2** The truck body vendor shall complete its installation of equipment and conversion no later than 165 days after receipt of the Cab & Chassis from The cab and chassis vendor, unless extension is granted in writing by the City's Director of Building and Equipment Services, or his designee. The truck body vendor shall notify the cab and chassis vendor in writing of the date the conversion is completed and the unit ready for pick up by the cab and chassis vendor, providing a copy of the notification to City simultaneously.

**4.2.3** The cab and chassis vendor shall complete all work and deliver turnkey units to City no later than 285 days after receipt of City's original Purchase Order, unless extension is granted in writing by the City's Director of Building and Equipment Services, or his designee.

**4.3 GENERAL DESCRIPTION OF SCOPE & SERVICES:**

Changed to read:

**4.3.11 Delivery – All deliveries are to be made inside the City limits of San Antonio. Vendor must deliver equipment between the hours of 8:00 a.m. and 3:00 p.m. (CST) on a City business day. 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. The Manufacturer's Statement of Origin (MSO), invoice and weight certification ticket are required upon delivery of each unit and before payment can be processed. Vehicles with more than 2300 miles accumulated**

on the odometer will not be accepted. All vehicles are required to have a full tank of fuel and DEF fluid, if applicable. Vehicles to be delivered with current State Inspection Decal. Vehicles shall be delivered with current State Inspection Decal. Vendor must deliver equipment to:

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

4.4 ITEM	QUANTITY	DESCRIPTION
1A	14 Each	Brush Collection Grappler Truck - Chassis (Minimum GVWR 37,000-lbs.)

**SPECIFICATIONS CAB AND CHASSIS:**

Changed to read:

- 4.4.5 Brakes -- Full air disc brake with dust shields and ABS brake control system. Brakes to be the maximum O.E.M size offered of disc brakes front and rear to meet or exceed August 2011 Federal brake requirements. Air disc brake internal adjuster's front and rear. Minimum 15 CFM compressor, Midland Pure Air Plus dryer model DA-33100, or proven equal, with a manual drain valve on each tank. It is preferred that the air tanks be grouped together, easily accessible to an operator standing at the side of the truck. If not possible, all air tank drains shall be plumbed to a manifold system where drain valves are at one location, easily accessible to an operator standing at the side of the truck. Spring set parking brakes on rear axle. Quick connect coupling (Milton 747 or equal), connected to the emergency side of air system, to be located in a protected area near the front bumper.

Changed to read:

- 4.4.9 Frame -- Minimum 3,200,000-RBM, full re-enforced, "C" channel, heat treated, 110,000-PSI steel. Fenders: 2 double heavy duty steel over rear tires.

Changed to read:

- 4.4.12 Lighting -- All lights on cab and chassis and or bodies are to be of LED (Light Emitting Diode) type. If LED front turn signals are not available from the chassis OEM, standard lights may be used. Two strobe lights (WHELEN TIR-6, P/N 01-0663507A33B, SUPER-LED, 500 SERIES DIRECTIONAL WARNING LIGHT or proven equal) will be mounted as high as possible in the grill of the truck. The two (2) front grill mounted strobe lights and rear strobe lights will be wired to be lit whenever the battery disconnect switch is in the "on" position.

Changed to read:

- 4.4.13 Fuel System -- To be equipped with minimum capacity of 70-gallons, aluminum or steel tank. Fuel filtration system to include primary and secondary filter with water separator. Fuel filler neck is required to have a, full flow screen. Truck will be delivered with a full fuel tank and DEF fluid, if applicable. Fuel tank and DEF tank shall be mounted street side.

Changed to read:

- 4.4.14 Exhaust System -- Muffler with horizontal exhaust tailpipe and defuser. Must extend to the rear of the vehicle to allow for a 22-foot body (termination within two feet of rear axle is acceptable.) A heat shield, installed under frame rails and around the muffler and exhaust pipes, to protect but not interfere with PTO, hydraulic pump or hoses and to keep

excessive heat from radiating to the operator position. Truck will be delivered with a minimum 6 gallon DEF fluid tank.

Changed to read:

4.4.17 Units to be equipped with the following additional equipment:

m) Delete

Added:

q) Loose wheel stud/lug indicators, color orange on all wheels.

r) All Grapppler Cab and Chassis keyed alike (1A and 2A)

4.5 ITEM	QUANTITY	DESCRIPTION
1B	14 Each	Truck Body, and Knuckle Boom Loader, mounted on Item 1A.

#### SPECIFICATIONS TRUCK BODIES:

Changed to read:

4.5.7 Lighting – All lighting and reflectors will meet or exceed D.O.T. requirements. Reflectors shall be attached with mechanical fasteners. Stop lights, turn signals, backup, marker, and clearance lights shall be LED-type and mounted to reduce the possibility of damage from contact with brush. Four, high intensity strobe lights (WHELEN TIR-6, P/N 01-0663507A33B, SUPER-LED, 500 SERIES DIRECTIONAL WARNING LIGHT or proven equal) to be installed, one in each corner of the tailgate. The two (2) front grill mounted strobe lights and rear strobe lights will be wired to be lit whenever the battery disconnect switch is in the "on" position. Amber mid-ship clearance/turn signal lights shall be mounted on both sides of body.

Changed to read:

4.5.10 Tool Box – A lockable, watertight, toolbox, approximately 18-inches high X 20-inches wide X 18-inches deep to be mounted on the curb side of vehicle frame, under the body.

Changed to read:

4.5.2.5 A minimum 24" +/- 3" inch work space will be maintained between back of cab and loader and a minimum 12" inch work space between loader and body.

Changed to read:

4.5.2.7 A90-decibel audio alarm will sound when the outriggers are being extended. Two eye hooks capable of securing outriggers in the travel mode will be installed as back up for hydraulic failure.

Changed to read:

4.5.2.12 Hydraulic Reservoir/Lines – Minimum 47-gallon capacity, metal reservoir. Reservoir to be frame mounted street side with replaceable spin on hydraulic filter(s). Minimum 100-mesh strainer to be installed in the suction outlet and a minimum 10-micron filter installed in the return line. An accessible magnet to be installed in tank to eliminate contamination. One quarter (1/4) turn ball valves to be installed on suction and return lines to isolate reservoir. Unit to be equipped with sight gauge and filtered breather. Shall have an electric operated hydraulic oil cooler mounted near oil reservoir tank. Model number ASA Hydraulik #ASATT11RD01 or approved equal. After completion and prior to shipment, the hydraulic oil is to be filtered and certified to meet ISO 18/15/13 standards (4406.1999).

4.6 ITEM	QUANTITY	DESCRIPTION
2A	2 Each	Brush Collection Grapppler Truck Chassis (Minimum GVWR 64,000-lbs.)

#### SPECIFICATIONS CAB AND CHASSIS:

Changed to read:

4.6.1.2 Exhaust System – Muffler with horizontal exhaust tailpipe extended to exit in front of rear tires.

Changed to read:

4.6.1.17 Wheels & Tires – All wheels to be 10-hole hub piloted steel disc wheel, 22.5 X 9.0, painted white. Tires to be 315/80R22.5 L. Wheels will have loose wheel indicators installed color orange.

Changed to read:

4.6.1.19 Fuel System – To be equipped with minimum 70-gallon aluminum or steel tank. Fuel filtration system to include primary and secondary type fuel filter(s) with water separator. Full flow strainer must be installed in fuel filler neck. DEF tank to be a minimum of 6-gallons.

Changed to read:

4.6.1.20 Units to be equipped with the following additional equipment:

d) 5-lb., ABC type fire extinguisher securely mounted in the cab.

i) Deleted

o) Ignition and door locks will be keyed alike on Grappler Cab and Chassis purchased (1A and 2A). Three keys will be furnished for each truck delivered. Decal showing the total height of the unit displayed on the dash.

Added:

p) Traffic cone rack and water cooler rack mounted-street side.

4.7 ITEM	QUANTITY	DESCRIPTION
2B	2 Each	Roll Off Tilt Frame Hoist and Knuckle Boom Loader, mounted on Item 2A

#### 4.7.1 SPECIFICATIONS ROLL OFF TILT FRAME HOIST

Changed to read:

4.7.1.4 Frame – Constructed of heavy duty material with a minimum 1/2" x 3" bar wear strips. Sub frame units constructed of heavy duty material will have a minimum 8" x 4" x 1/2" main rails and 4" x 2" x 1/4" sub-frame. Outside rollers: ten (10) minimum 4" OD x 2" ID x 3-3/4" long with Aluminum Bronze Bushings. Rollers are to be secured with a collar and bolt. The forward end frame rail must have a hold down front stop and a lock. The hold down to be minimum 1" plate with 3/4" x 3" formed liner. The hoist must have zerk grease fittings at all wear points. Rear Hinge: must be welded and bolted to the truck frame with 3" heat treated hinge pin and 1 1/2" plate. Outside rails must be provided. Rear Roller: to be a quick change, 8" minimum 3" diameter long life bearing. Fenders: 2 double heavy duty steel over rear tires. Dump angle must not be less than 47-degrees. Unit must be mounted to chassis frame using manufacturer's standard method to keep with chassis manufacturing standards. All electrical wiring will be protected by looms or conduit and terminate in a watertight junction box, unprotected wiring is unacceptable.

Changed to read:

4.7.1.5 Cable System – Cable for hoist will be a minimum of 7/8" – 25' EIPS IWRC and supplied with a rectangular eye fitting and swedge connection. The opening to be approximately 3-5/8," of cast alloy construction and overall length is approximately 12". The sheaves will be 10" in diameter with 2-5/16" bearing surface with aluminum bronze bushings for longer life. Each sheave must be held in place with minimum 2" diameter pins.

Changed to read:

- 4.7.1.6 Hydraulic System – The lifting and reeving cylinders must have a minimum 6" Bore x 72" stroke. . The reeving cylinders must have a minimum 7" bore X 80" stroke The reeving cylinders to have ¼" minimum steel lattice plate top cover over the area of the rod extension. Over reeving limiter must be provided. The hydraulic tank must be frame mounted, have a minimum capacity of 60 gallons, an in-tank micro glass filter (both suction and pressure will be filtered), a hydraulic filter restriction gauge, and constructed with a minimum of 7-gauge steel. Tank to also include a sight gauge, thermometer, and a minimum 3-micron vent filter. A hydraulic sampling device such as (Probilizer) gauge port to connect test equipment, and a fill port, 3/8-inch minimum, must be installed on hydraulic tank. One-quarter (¼) turn ball valves will be installed to isolate the reservoir (suction and return lines) for service and maintenance. All hoses must be high-pressure wire braid construction designed to withstand four times the system pressure. Hydraulic tubing to be zinc dichromate treated to prevent rust.

Changed to read:

- 4.7.1.10 Safety – Must be equipped with a manual container tie down system that will secure all outside or inside rail containers without modifications to, or hold downs on, the container. Strap with integrated ratchet is acceptable. Dash indicator light and audible alert when body is in the up position. Body props, one piece accessible from both sides.

Changed to read:

- 4.7.1.13 Tool Box – Minimum ten (10) gauge painted steel with minimum one eighth inch (1/8") plate top tool box, mounted on the passenger side. Toolbox to be a minimum thirty-six inches (36") in length by eighteen inches (18") wide by twenty-two inches (22") high. Unit to have a door seal with rain gutter, a locking door handle and hinged on bottom to aid access.

#### 4.7.2 SPECIFICATIONS HYDRAULIC LOADER:

Changed to read:

- 4.7.2.5 A minimum 24" +/- 3" inch work space will be maintained between back of cab and loader work space between loader and body.

Changed to read:

- 4.7.2.7 A 90-decibel audio alarm will sound when the outriggers are being extended. Two eye hooks capable of securing outriggers in the travel mode will be installed as back up for hydraulic failure.

4.8 ITEM	QUANTITY	DESCRIPTION
3A	9 Each	Cab and Chassis, Minimum 66,000 lbs. GVWR

#### SPECIFICATIONS CAB AND CHASSIS:

Changed to read:

- 4.8.1 Engine – Minimum 11.9-liter, in-line 6-cylinder turbo charged diesel, charge-air-cooled with electronic control system. Minimum of 435-HP at maximum 2100-RPM. Minimum peak torque rating of 1,550-lb. ft at 1,200-RPM. Dual-element, dry-type air cleaner with cleanable outer element, replaceable safety element, and restriction warning light or indicator on the dash. Engine computer will be programmed to limit maximum road speed to 65-MPH, engine idle time will be limited to 5-minutes, cruise control will not be activated.

Changed to read:

- 4.8.2 Exhaust System – Muffler with vertical exhaust pipe with turn out.

Changed to read:

- 4.8.4 Electrical – Units to be equipped with a minimum of (3) three 12-volt, heavy-duty

batteries (minimum 1800-CCA) and battery disconnect switch. Alternator to be 12-volt, minimum 160-amps, and gauge of lead wires to be sufficient to meet calculated load for this application. All wiring to be abrasion resistant and designated for severe service/heavy-duty use. Circuit breakers, manual reset with trip indicator minimum, to be used in place of fuses in excess of 20-amps. Speedometer, tachometer, odometer, oil pressure, hour meter, fuel level, voltmeter, coolant temperature and air pressure gauges must be installed.

Changed to read:

- 4.8.11 Cab - Conventional type with seating for driver and one passenger; minimum interior width, 80-inches. Maximum insulation (Extreme Climate Thermal Insulation) will be used to reduce engine and exterior heat and noise from penetrating into the cab. Driver seat to be high back bucket type, National Cush-n-Aire, or equal. Passenger seat to be non-suspension two man bench seat. Seat belts will be colored safety orange. Seat belt cover will not be acceptable. Arm rest on both doors. Doors will have power windows and locks. Windows will have factory and aftermarket tinting.

Changed to read:

- 4.8.17 Wheels & Tires - All wheels to be 10-hole hub piloted steel disc wheel, 22.5 X 9.0, painted white. Tires to be 315/80R22.5 L. Wheels will have loose wheel indicators installed color orange. All wheels shall be painted white.

Changed to read:

- 4.8.19 Fuel System - To be equipped with minimum 70-gallon metal tank. Fuel filtration system to include primary and secondary type fuel filter(s) with water separator. Full flow strainer must be installed in fuel filler neck. DEF tank to be a minimum of 6-gallons.

Changed to read:

- 4.8.20 Units to be equipped with the following additional equipment:
- d) 5-lb., ABC type fire extinguisher securely mounted in the cab.
  - i) Deleted
  - o) Ignition and door locks will be keyed alike on all Roll Off trucks purchased (3A). Three keys will be furnished for each truck delivered. Decal showing the total height of the unit displayed on the dash.

Added:

- p) Traffic cone rack and water cooler rack mounted street side.

4.9 ITEM	QUANTITY	DESCRIPTION
3B	9 Each	Roll Off Tilt Frame Hoist with Tarp System, Mounted on Item 3A

#### 4.9.1 SPECIFICATIONS ROLL OFF TILT FRAME HOIST:

Changed to read:

- 4.9.1.4 Frame - Constructed of heavy duty material with a minimum 10" x 4" x 1/2" tubing and 1/2" x 3" bar wear strips. Sub frame units constructed of heavy duty material will have a minimum 8" x 4" x 1/2" main rails and 4" x 2" x 1/4" sub-frame. Outside rollers: ten (10) minimum 4" OD x 2" ID x 3-3/4" long with Aluminum Bronze Bushings. Rollers are to be secured with a collar and bolt. The forward end frame rail must have a hold down front stop and a lock. The hold down to be minimum 1" plate with 3/4" x 3" formed liner. The hoist must have zerK grease fittings at all wear points. Rear Hinge: must be welded and bolted to the truck frame with 3" heat treated hinge pin and 1 1/2" plate. Outside rails must be provided. Rear Roller: to be a quick change, 8" minimum 3" diameter long life bearing. Fenders: 2 double heavy duty steel over rear tires. Dump angle must not be less than 47-degrees. Unit must be mounted to chassis frame using manufacturer's

standard method to keep with chassis manufacturing standards. All electrical wiring will be protected by looms or conduit and terminate in a watertight junction box, unprotected wiring is unacceptable.

Changed to read:

- 4.9.1.5 Cable System – Cable for hoist will be a minimum of 7/8" – 25' EIPS IWRC and supplied with a rectangular eye fitting and swedge connection. The opening to be approximately 3-5/8," of cast alloy construction and overall length is approximately 12". The sheaves will be 10" in diameter with 2-5/16" bearing surface with aluminum bronze bushings for longer life. Each sheave must be interchangeable and held in place with minimum 2" diameter pins.

Changed to read:

- 4.9.1.6 Hydraulic System – The reeving cylinders must have a minimum 7" Bore x 80" stroke. The reeving cylinders to have 1/4" minimum steel lattice plate top cover over the area of the rod extension. Over reeving limiter must be provided. The lift cylinders must have a 6" Bore x 72" stroke. The hydraulic tank must be frame mounted, have a minimum capacity of 60 gallons, an in-tank micro glass filter (both suction and pressure will be filtered), a hydraulic filter restriction gauge, and constructed with a minimum of 7-gauge steel. Tank to also include a sight gauge, thermometer, and a minimum 3-micron vent filter. A hydraulic sampling device such as (Probilizer) gauge port to connect test equipment, and a fill port, 3/8-inch minimum, must be installed on hydraulic tank. One-quarter (1/4) turn ball valves will be installed to isolate the reservoir (suction and return lines) for service and maintenance. All hoses must be high-pressure wire braid construction designed to withstand four times the system pressure. Hydraulic tubing to be zinc dichromate treated to prevent rust.

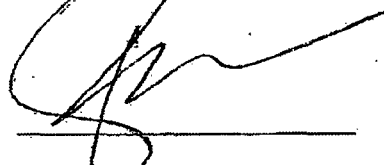
#### 4.9.2 SPECIFICATIONS TARP SYSTEM:

Changed to read:

- 4.9.2.1 Stellar SIAT with 2 piece arms and adjustable tower, or approved equal. Telescoping tower system, with automatic arm kit, Stellar SIAT with 3 piece arms and adjustable tower, or approved equal. Tarping system to be powered by chassis hydraulic system. Tower to be hydraulically adjustable from 72-inches (Lowered) to 120-inches (Raised).

Changed to read:

- 4.9.2.2 Arm kit to be 2 piece design with hydraulic cylinder adjustable pivot point to compensate for different container lengths. Tarper must have system to rephase arm cylinders for synchronizing.



Paul J. Calapa  
Purchasing Administrator  
Finance Department, Purchasing Division





## City of San Antonio

### ADDENDUM II

**SUBJECT:** Request For Offer 6100004279 GRAPPLERS AND ROLL OFF HOIST TRUCKS  
scheduled to open Thursday, April 24, 2014 date of issue April 3, 2014.

**DATE:** April 22, 2014

**THE ABOVE MENTIONED REQUEST FOR OFFER (RFO) IS HEREBY AMENDED AS FOLLOWS:**

1. THE BID OPENING DATE REMAINS THURSDAY, APRIL 24, 2014, 10:00 A.M. LOCAL TIME.

2. RFO Document Section 004 – Specifications / Scope of Services, Item Description changed to read:

4.3 GENERAL DESCRIPTION OF SCOPE & SERVICES:

4.4 ITEM	QUANTITY	DESCRIPTION
1A	14 Each	Brush Collection Grappler Truck - Chassis (Minimum GVWR 37,000-lbs.)

SPECIFICATIONS CAB AND CHASSIS:

Changed to read:

4.4.9 Frame – Minimum 3,200,000-RBM, full re-enforced, "C" channel, heat treated, 110,000-PSI steel.

4.5 ITEM	QUANTITY	DESCRIPTION
1B	14 Each	Truck Body, and Knuckle Boom Loader, mounted on Item 1A.

SPECIFICATIONS TRUCK BODIES:

Changed to read:

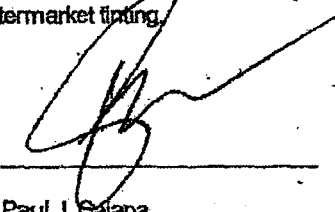
4.5.2.5 A minimum 12" to 24" inch work space will be maintained between back of cab and loader and a minimum 24" +/- 3" inch work space between loader and body

4.8 ITEM	QUANTITY	DESCRIPTION
3A	9 Each	Cab and Chassis, Minimum 66,000 lbs. GVWR

SPECIFICATIONS CAB AND CHASSIS:

Changed to read:

- 4.8.11 Cab - Conventional type with seating for driver and one passenger, minimum interior width, 70-inches. Maximum insulation (Extreme Climate Thermal Insulation) will be used to reduce engine and exterior heat and noise from penetrating into the cab. Driver seat to be high back bucket type, National Cush-n-Aire, or equal. Passenger seat to be non-suspension two man bench seat. Seat belts will be colored safety orange. Seat belt cover will not be acceptable. Arm rest on both doors. Doors will have power windows and locks. Windows will have factory and aftermarket tinting.



---

Paul J. Salapa  
Purchasing Administrator  
Finance Department, Purchasing Division

**Attachment - B**

**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.

Attachment C

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 local business and receive the preference described below. The City will not rely on Local Preference Program Identification Forms submitted with prior or contemporaneous bids or proposals.

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

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

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

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

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

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

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

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

Name of Business:	Grande Truck Center
Physical Address:	4562 IH-10 East
City, State, Zip Code:	SAN Antonio, TX 78219
Phone Number:	210-666-7112
Email Address:	rschoffstall@grandetruck.com

## Attachment C

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

Is Business headquartered within the incorporated San Antonio city limits? (circle one)	Yes	No
If the answer to the question above is "Yes", stop here. If the answer to the above question is "No", provide responses to the following questions:		
Is the business located in the incorporated San Antonio city limits? (circle one)	Yes	No
Has the business been located in the incorporated San Antonio city limits for at least one year? (circle one)	Yes	No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	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	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)	Yes	No

ACKNOWLEDGEMENT

## THE STATE OF TEXAS

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

RESPONDENT'S FULL NAME:

Keith Shoffstall  
(Print Name) Authorized Representative of Respondent

Keith Shoffstall  
(Signature) Authorized Representative of Respondent

Sales  
Title

Attachment C

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

---

4/23/2014  
Date

**This Local Preference Identification Form must be submitted with the 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>

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ**

For vendor or other person doing business with local governmental entity

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

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

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

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

**OFFICE USE ONLY**

Date Received

**1** Name of person who has a business relationship with local governmental entity.Keith Shoffstall / Grande Truck Center**2** ☒ Check this box if you are filing an update to a previously filed questionnaire.

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

**3** Name of local government officer with whom filer has employment or business relationship.NONE

Name of Officer

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

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

☐ Yes☒ No

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

☐ Yes☒ No

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

☐ Yes☒ No

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

N/A**4**Keith Shoffstall  
Signature of person doing business with the governmental entity4/23/2014  
Date



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

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**Authority.** The City of San Antonio Veteran-Owned Small Business Preference Program Ordinance 2013-12-05-0864 adopted a veteran-owned small business preference program for specific contracting categories for solicitations issued after January 15, 2014.

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

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

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

SOLICITATION NAME/NUMBER: 6100004279

Name of Respondent:	Grande Truck Center	
Physical Address:	4542 IH-10 East	
City, State, Zip Code:	SAN ANTONIO, TX 78219	
Phone Number:	210-666-7112	
Email Address:	rshoffstall@grandetruck.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 #		
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.		
Participation Dollar Amount		

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

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

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ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on Veteran-Owned Small Business Program Tracking 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 Program Tracking Form may be investigated and I hereby give my full permission for any such investigation. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

BIDDER/RESPONDENT'S FULL NAME:

Keith Shoffstall  
(Print Name) Authorized Representative of Bidder/Respondent

Keith Shoffstall  
(Signature) Authorized Representative of Bidder/Respondent

Sales  
Title

4/23/2014  
Date

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



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

REQUEST FOR OFFER ("RFO") NO.: 6100004279

**BRUSH COLLECTION GRAPPLERS AND ROLLOFF HOIST TRUCKS**

Date Issued: APRIL 3, 2014

**RESPONSES MUST BE RECEIVED NO LATER THAN:**  
**10:00 AM APRIL 24, 2014**

Responses 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:

Purchasing & General Services  
Riverview Tower  
111 Soledad, Suite 1100  
San Antonio, Texas 78205

Mailing Address:

Purchasing & General Services  
P.O. Box 839966  
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"BRUSH COLLECTION GRAPPLERS AND ROLLOFF HOIST TRUCKS"

Offer Due Date: 10:00 A.M., APRIL 24, 2014

RFO No.: 6100004279

Offeror'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 Offerors and Attachments sections for more information on these requirements.

Pre-Submittal Conference \* YES

\* If YES, the Pre-Submittal conference will be held on **APRIL 10, 2014** at 10:00 AM at FLEET TRAINING ROOM, 329 S. FRIO, 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

SBEDA Contact Information: , 210-207-3900,

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### 003 - INSTRUCTIONS FOR OFFERORS

#### Submission of Offers.

Submission of Hard Copy Offers. Submit one original offer, signed in ink, and two copies of the offer enclosed in a sealed envelope addressed to the Purchasing and General Services Department at the address and by the due date provided on the Cover Page. The name and address of offeror, the offer due date and RFO number and title shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected.

Submission of Electronic Offers. Submit one offer electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer 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.

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

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

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

Offerors must sign the Signature Page on hard copy offers and return the RFO document to City. For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

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

Certified Vendor Registration Form. If Offeror has not completed the City's Certified Vendor Registration (CVR) Form, Offeror is required to do so prior to the due date for submission of offers. The CVR form may be accessed at <http://www.sanantonio.gov/purchasing/>. Offerors 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 Offers. Alternate offers may be allowed at the sole discretion of City.

Hard Copy Alternate Offers. Hard copy alternate offers must be submitted in separate sealed envelopes in the same manner as submission of other offers. Alternate offers must be marked consecutively on the envelope as Alternate Offer No. 1, 2, etc. Failure to submit alternate offers in separate envelopes may result in rejection of an offer.

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

Catalog Pricing. (This section applies to offers using catalog pricing, unless this is a cooperative purchase.)

The offer 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.

Offerors shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which an offer is submitted. Offeror shall provide said catalog at the time of submission of its offer. 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 offers submitted electronically.

Offerors 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 the City Purchasing & General Services Department.

Specified items identified herein, if any, are for overall offer 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.

Offerors are prohibited from communicating with: 1) elected City officials and their staff regarding the RFO or offers from the time the RFO has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFO 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 RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the restrictions on communication with City employees include:

Offerors may ask verbal questions concerning this RFO at the Pre-Submittal Conference.

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before 3 calendar days prior to the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

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

Offerors 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 RFO after the 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, respondents and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Lisa Brice, who may be reached via telephone at (210) 207-3505 or through e-mail at [lisa.brice@sanantonio.gov](mailto:lisa.brice@sanantonio.gov). Respondents 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 RFO after the 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. Offerors 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 City.

#### Changes to RFO.

Changes to this RFO made prior to the offer due date shall be made directly to the original RFO. Changes are captured by creating a replacement version each time the RFO is changed. It is Offeror's responsibility to check for new versions until the offer due date. City will assume that all offers received are based on the final version of the RFO as it exists on the day offers are due.

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

#### Preparation of Offers.

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

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

Line Item Offers. Any offer that is considered for award by each unit or line item, must include a price for each unit or line item for which Offeror wishes to be considered. All offers 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" offer in the Supplemental Terms & Conditions.

All or None Offers. Any offer 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" offer, a unit price left blank shall result in the offer being deemed nonresponsive and disqualified from consideration. An "All or None" offer is one in which City will award the entire contract to one offeror only.

Delivery Dates. Proposed delivery dates must be shown in the offer form where required and shall include weekends and holidays, unless specified otherwise in this RFO. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the offer. 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. Offerors must not include such taxes in offer prices. An exemption certificate will be signed by City where applicable upon request by Offeror after contract award.

Samples, Demonstrations and Pre-award Testing. If requested by City, Offeror shall provide product samples, demonstrations, and/or testing of items offered 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 an offer. All samples (including return thereof), demonstrations, and/or testing shall be at Offeror'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.

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

Offerors 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 RFO. No plea of ignorance by Offeror will be accepted as a basis for varying the requirements of City or the compensation to Offeror.

Confidential or Proprietary Information. All offers become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Offeror 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 Offeror may not be considered confidential under Texas law, or pursuant to a Court order. Pricing may be tabulated and posted to City's website, so shall not be considered proprietary or confidential.

Costs of Preparation. Offeror shall bear any and all costs that are associated with the preparation of the Offer, attendance at the Pre-Submittal conference, if any, or during any phase of the selection process.

#### Rejection of Offers.

City may reject any and all offers, in whole or in part, cancel the RFO and reissue the solicitation. City may reject an offer if:

Offeror misstates or conceals any material fact in the offer; or

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

The offer is conditional; or

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

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

Changes to Offer Form. Offers must be submitted on the forms furnished. Offers that change the format or content of City's RFO may be rejected.

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Written notice of withdrawal shall be provided to the Staff Contact Person for offers submitted in hard copy. Offers submitted electronically may be withdrawn electronically.

#### Evaluation and Award of Contract.

City reserves the right to make an award on the basis of City's best interests. Award may also be made based on 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" offer in the Supplemental Terms & Conditions.

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

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 RFO, Offerors' facilities and equipment may be a determining factor in making the offer award. All Offerors may be subject to inspection of their facilities and equipment.

#### Prompt Payment Discount.

Provided Offeror meets the requirements stated herein, City shall take Offeror'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 offer price, either per line item or total offer 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 offer evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the offer price during offer evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

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 offers, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us). Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Offeror should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your sealed offer. 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 issuing this Request for Offer (RFO) to furnish Brush Collection Grapppler Trucks in accordance with the Building and Equipment Services specifications listed herein. These vehicles include cab and chassis, brush body, knuckle boom loaders and roll off hoist. They will be utilized for brush collection by the Solid Waste Management Department. This RFO is issued pursuant to cooperative purchasing contract number 430-13 through BuyBoard for the cab and chassis vendor that will provide the brush collection grapppler truck and roll off truck cab and chassis and contract 425-13 through BuyBoard for the truck body vendor that will provide the truck body, knuckle boom loader and roll off hoist.
- 4.2 **DELIVERY DATES:**
- 4.2.1 The cab and chassis vendor shall deliver a cab and chassis to The truck body vendor no later than **120 days** after receipt of City's Purchase Order. Both parties shall execute and deliver to City a joint document confirming to City the date the cab and chassis is delivered to the truck body vendor within 5 days of said delivery.
- 4.2.2 The truck body vendor shall complete its installation of equipment and conversion no later than **165 days** after receipt of the Cab & Chassis from The cab and chassis vendor , unless extension is granted in writing by the City's Director of Building and Equipment Services, or his designee. The truck body vendor shall notify the cab and chassis vendor in writing of the date the conversion is completed and the unit ready for pick up by the cab and chassis vendor, providing a copy of the notification to City simultaneously.
- 4.2.3 The cab and chassis vendor shall complete all work and deliver turnkey units to City no later **285 days** after receipt of City's original Purchase Order, unless extension is granted in writing by the City's Director of Building and Equipment Services, or his designee.
- 4.2.4 **Time is of the essence in the performance of this contract.** City may assess liquidated damages for late delivery in accordance with section 005 – Supplemental Terms & Conditions.
- 4.3 **GENERAL DESCRIPTION OF SCOPE & SERVICES:**
- 4.3.1 **Background:** The City of San Antonio is soliciting an offer for Cabs & Chassis from The cab and chassis vendor in accordance with the specifications listed herein. The City is also soliciting an offer from the truck body vendor to add the truck body and knuckle boom loader to each cab & chassis.
- 4.3.2 **Turnkey Delivery:** The City desires a turnkey delivery for these grapppler trucks. However, since the purchase of the cabs and chassis, and the bodies, will be from different parties (The cab and chassis vendor and The truck body vendor , respectively) pursuant to different cooperative contracts, the City requires the two vendors to work together to ensure the successful delivery of the final, turnkey units. By submitting an offer pursuant to this contract, Vendor is accepting these terms and conditions, acknowledging interdependence with the other vendor, and agreeing that payment shall only be made once the final unit is delivered to and accepted by the City. **CITY SHALL HAVE NO RESPONSIBILITY TO PAY OR PERFORM UNTIL SUCH TIME AS A TURNKEY UNIT IS ACCEPTED BY CITY.**
- 4.3.3 **Nature of Contract Document:** Due to the unique nature of this agreement, City is presenting identical contracts to both vendors for signature. It is understood by the parties that while many terms and conditions contained herein apply to both parties, some will, by their nature, be applicable to only one party. A party should disregard a provision that is inapplicable to that party. Should there be any doubt as to the applicability of a provision, same shall be resolved by City.
- 4.3.4 **Responsibility of Vendors:** The cab and chassis vendor shall be responsible for delivery of the cab and chassis to the City after The truck body vendor completes its conversion, with all equipment installed and operational. It is the cab and chassis vendor 's responsibility to coordinate delivery of the cab and chassis to the truck body vendor and to retrieve the fully functional, converted cab and chassis and body from the truck body vendor . The cab and chassis vendor shall be responsible for resolving any issues regarding the cab and chassis and body, the conversion work, and the installed equipment prior to final delivery to City. The cab and chassis vendor shall be responsible for the completion of pre-delivery inspections.

4.3.5 Representations from The cab and chassis vendor. The cab and chassis vendor hereby represents:

- a) that it takes full responsibility for ensuring problem free installation of equipment and conversion of the cab and chassis and body;
- b) that it shall coordinate and jointly take responsibility for any issues with the conversion and installation of equipment prior to delivering the completed truck to the City of San Antonio;

4.3.6 Representations from both vendors:

Warranty Information: warranties will be serviced by the respective awarded vendor.

4.3.7 The following general conditions will apply to all items within this bid unless specifically excluded within any item. Equipment shall be manufacturer's latest design, standard production model and shall have been manufactured within the last 12 months. All components shall be installed new, unused, and shall be manufacturer's standard equipment unless otherwise specified or replaced herein. Equipment is to be inspected, serviced, and adjusted in accordance with manufacturer's recommended pre-delivery checklist, and ready for operation upon delivery. Manufacturer's Statement of Origin (MSO) showing manufacture within the last 12 calendar months, and completed pre-delivery checklists for chassis and body 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.

4.3.8 **Warranty and Parts** – Dealer and manufacturer must provide the maximum standard manufacturer's warranty on all components parts and service included. All components, parts, and service are required to provide as a minimum **one year unlimited mileage/hour warranty**. All warranty times to start the date the vehicle is placed in service, not on the delivery date. The dealer will be notified by letter of the in-service date of each vehicle by serial number. Vendor will fully explain the warranty by attaching separate, authenticated correspondence 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 Bexar County or within a ten mile radius of Bexar County line and by a factory-authorized dealer (NO EXCEPTIONS). All warranty repairs must be completed within 3 days from the date equipment is delivered to the vendor unless otherwise approved by the appropriate City of San Antonio maintenance superintendent. By submitting an offer, Vendor certifies that all repairs needed after the warranty period is available within Bexar County.

4.3.9 The engine offered by bidder must meet the Environmental Protection Agency (EPA) emission standards in effect at the time the bid is submitted, without the benefit of averaging, banking, trading, or emission credits. Bidder shall submit a copy of the applicable EPA certificate with its bid. Only engines using selective catalytic reduction (SCR) technology will be accepted.

4.3.10 **Equipment Manuals** – Vendor to furnish one set of operator manuals covering all major components of the vehicle (cab, chassis and bodies) for each unit delivered. Vendor shall also provide 5 complete sets of operator and shop repair manuals or CD/DVDs 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.

4.3.11 **Delivery** – All deliveries are to be made inside the City limits of San Antonio. Vendor must deliver equipment between the hours of 8:00 a.m. and 3:00 p.m. (CST) on a City business day. 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. The Manufacturer's Statement of Origin (MSO), Invoice and weight certification ticket are required upon delivery of each unit and before payment can be processed. Vehicles with more than 2300 miles accumulated on the odometer will not be accepted. All vehicles are required to have a full tank of fuel and DEF fluid, if applicable. Vehicles to be delivered with current State Inspection Decal. Vehicles shall be delivered with current State Inspection Decal.

Vendor must deliver equipment to:

City of San Antonio,  
Northeast Service Center,  
10303 Tool Yard, Bldg #2,

**San Antonio, TX 78233  
Attn: Acquisitions**

- 4.3.12 All bids must include complete manufacturer's specifications for each model being bid. Vendor is required to notify the City of all production "cut-off" dates necessary for order submission.
- 4.3.13 All accessories and equipment will be OEM. The manufacturer must rate all equipment provided as low emission.
- 4.3.14 Air Conditioning – Air conditioning with integral heater and defroster units supplied under this specification to be OEM installed and designed for use with R-134A refrigerant. System must be capable of maintaining a temperature inside the operator cab of 70° F or less with an ambient temperature of not less than 95° F with a relative humidity of not less than 90%. As a minimum, system must have a radiator-mounted condenser, 3-speed fan and variable thermostat. If radiator mounted condenser is not practical, remote mount must be approved by the Fleet Maintenance and Operations Manager before installation. Roof mounted units not acceptable. All air conditioner components to be compatible and recommended for end item.
- 4.3.15 As used in this bid the left and right side is determined by sitting in the operator seat.
- 4.3.16 Diagnostic Tools – The vendor shall supply the most current version of software for engine, transmission, anti-lock braking system and any systems that require software. The software shall also include a minimum of two year subscription and activation fee. Vendor shall also provide any hardware required for software to communicate with engines ECM (such as data link adapter, wiring harness, etc). Vendor shall provide City with four (4) diagnostic software Licenses with hardware and four (4) diagnostic software renewals/updates. Vendor shall also provide City with four (4) software Licenses for anti-lock braking system, if Bendix braking system is not being offered.

4.4 ITEM	QUANTITY	DESCRIPTION
1A	14 Each	Brush Collection Grapppler Truck -Chassis (Minimum GVWR 37,000-lbs.)

**SPECIFICATIONS CAB AND CHASSIS:**

- 4.4.1 Engine –In line six (6) cylinder, minimum 8.9 liter, diesel, minimum 330 net HP rated at not more than 2400-RPM, producing a minimum of 1000-lb. ft. of gross torque rated at not more than 1400-RPM. Engines to be equipped with OEM or equal shut down control on high water temperature and low oil pressure. Electronic engine controls must have all necessary components and wiring to allow for complete operation of a power take off at a pre-determined RPM using an in-cab control (must be load sensitive). Maximum road speed to be electronically limited to **60-MPH +/-2-MPH**. Cruise control will not be activated. Engine will have automatic shut down feature enabled after 5-minutes of idle time.
- 4.4.2 Transmission – Allison 3000-RDS or proven equal with manufacturer's 5 year, unlimited miles, warranty. Push button gear selector and transmission temperature gauge is required.
- 4.4.3 Front Axle – Set back, minimum **14,000-lbs.** capacity with minimum 14,000-lbs. springs, hub piloted steel hubs, ends equipped for disc brakes, with Sternco or equal front wheel visible cap bearing oiler. Front shock absorbers to be heaviest duty available for specified axle.
- 4.4.4 Rear Axle – Minimum **23,000-lbs.** capacity with **23,000-lbs.** spring capacity, minimum 4,000-lbs. multi leaf auxiliary springs, equipped with hub piloted steel hubs, ends equipped for disc brakes. Will be equipped with driver controlled differential lock (DCDL) with warning light and buzzer to indicate engagement located on dash. Sternco or equal oil rear seals. Drive train geared to attain 70-MPH +/- 2-MPH at full engine governed RPM.
- 4.4.5 Brakes – Full air disc brake with dust shields and ABS brake control system. Brakes to be the maximum O.E.M size offered of disc brakes front and rear to meet or exceed August 2011 Federal brake requirements. Air disc brake internal adjuster's front and rear. Minimum 15 CFM compressor, Midland Pure Air Plus dryer model DA-33100, or proven equal, with a manual drain valve on each tank. It is preferred that the air tanks be grouped together, easily accessible to an operator standing at the side of the truck. If not possible, all air tank drains shall

be plumbed to a manifold system where drain valves are at one location, easily accessible to an operator standing at the side of the truck. Spring set parking brakes on rear axle. Quick connect coupling (Milton 747 or equal), connected to the emergency side of air system, to be located in a protected area near the front bumper.

- 4.4.6 Color – OEM white.
- 4.4.7 Wheels & Tires – Wheels to be 10-hole hub piloted steel disk wheel, 22.5 X 9.0, painted white. Tires – 12R 22.5 minimum load range H, tubeless steel belted radial tires. Loose wheel stud/lug indicators shall be installed on all wheels.
- 4.4.8 Two front tow hooks installed on frame and strengthened sufficiently to lift, pull, and tow truck without damaging bumper or other body parts. A wire rope, minimum 1-inch diameter, shall be provided and fastened to both tow hooks to attach tow equipment.
- 4.4.9 Frame – Minimum 3,200,000-RBM, full re-enforced, “C” channel, heat treated, 110,000-PSI steel. Fenders: 2 double heavy duty steel over rear tires.
- 4.4.10 Cooling System – Largest capacity radiator with automatic viscous or on/off fan clutch.
- 4.4.11 Electrical – Minimum 1800 CCA battery with a master battery cut-off switch located in the cab of vehicle and accessible from outside of driver door. Alternator shall be rated a minimum 130 amp capacity. To be equipped with oil pressure, water temperature, tachometer, hour meter, and volt or amp gauges. All wiring to be of high quality, abrasion resistant, and to be protected by looms or conduit and terminate in a watertight junction box (unprotected wiring is not acceptable). All wire terminals to be self-sealing and water proof. Jump start studs shall be provided and installed in an area easily accessible for use.
- 4.4.12 Lighting – All lights on cab and chassis and or bodies are to be of LED (Light Emitting Diode) type. If LED front turn signals are not available from the chassis OEM, standard lights may be used. Two strobe lights (WHELEN TIR-6, P/N 01-0663507A33B, SUPER-LED, 500 SERIES DIRECTIONAL WARNING LIGHT or proven equal) will be mounted as high as possible in the grill of the truck. **The two (2) front grill mounted strobe lights and rear strobe lights will be wired to be lit whenever the battery disconnect switch is in the “on” position.**
- 4.4.13 Fuel System – To be equipped with minimum capacity of 70-gallons, aluminum or steel tank. Fuel filtration system to include primary and secondary filter with water separator. Fuel filler neck is required to have a, full flow screen. Truck will be delivered with a full fuel tank and DEF fluid, if applicable. Fuel tank and DEF tank shall be mounted street side.
- 4.4.14 Exhaust System – Muffler with horizontal exhaust tailpipe and defuser. Must extend to the rear of the vehicle to allow for a 22-foot body (termination within two feet of rear axle is acceptable.) A heat shield, installed under frame rails and around the muffler and exhaust pipes, to protect but not interfere with PTO, hydraulic pump or hoses and to keep excessive heat from radiating to the operator position. Truck will be delivered with a minimum 6 gallon DEF fluid tank.
- 4.4.15 Cab – Air ride suspension cab with running boards, tilt hood, and fenders, left and right hand cab grab handles, and manufacturer’s standard AM/FM with CD and Auxiliary input radio. Exterior sun visor, painted the same color as truck. Doors to have armrests. Units to be factory equipped with installed OEM air conditioner, integral heater, defroster units, insulated cab headliner, standard left and right side sun visor, left and right outside mirrors, motorized, west coast type, right and left hand, heavy-duty, 6-inches x 16-inches split focus, (approximately 2/3 flat area, 1/3 adjustable convex) breakaway type. Parabolic mirrors installed on both front fenders to provide view of obstacles on right side of truck from front bumper to rear wheels. Driver seat to be high back bucket type, National Cush-n-Aire or equal. Passenger seat to be non-suspension two man bench seat. Seat belt will be safety orange (seat belt cover not acceptable). Doors will have power windows and locks. Side and rear windows will have factory and the darkest allowable by law aftermarket tinting.
- 4.4.16 PTO – A transmission mounted PTO and direct, or driveline mounted, pump rated at the loader manufactures (Item 2 below) recommended pressure and GPM requirements, will be installed and compatible with the truck transmission (Allison -3000-RDS). The pump must not require more than 1,200-RPM to produce the optimal pressure and flow needed to operate the loader. Pump must be controlled through a speed device that will not allow engagement unless the engine is at idle and the truck transmission is in the neutral position. Pump/PTO

must automatically disengage when transmission is shifted out of neutral or engine RPMs exceed 1,300-RPM. Hydraulic oil cooler will be provided.

4.4.17 Units to be equipped with the following additional equipment:

- a) Minimum one (1) electrical and one (1) air horn that meets DOT standards.
- b) Integral power steering
- c) Turn indicators, front and rear, stop and tail lights
- d) Windshield washers and variable speed wipers
- e) Adjustable steering column
- f) Cigar lighter/Power port for use with cell phone
- g) Back up alarm
- h) DOT reflector triangle kit securely mounted in cab
- i) 5-lb., ABC rated fire extinguisher securely mounted in cab
- j) Bracket for 3 ½-gallon water cooler mounted at a location approved by Solid Waste Coordinator before delivery of the first unit.
- k) Current State inspection decal
- l) Decal showing the total height of the unit displayed on the dash.
- m) Delete
- n) Cone rack mounted between cab and body.
- o) Power door windows and locks.
- p) Hour meter.
- q) Loose wheel stud/lug indicators, color orange on all wheels.
- r) All Grapppler Cab and Chassis keyed alike (1A and 2A)

4.5 ITEM	QUANTITY	DESCRIPTION
1B	14 Each	Truck Body, and Knuckle Boom Loader, mounted on Item 1A.

SPECIFICATIONS TRUCK BODIES:

- 4.5.1 Length – Approximately 22' feet, sized to accept trash bucket in travel position with boom straight not more than 6-inches of empty space between rear end of bucket and tailgate with the boom in the horizontal position.
- 4.5.2 Inside Width – Minimum 94" inches.
- 4.5.3 Longitudinal Sills – Minimum 7-inch, 9.8-lb., high strength steel channel or 2" x 6" x ¼" inch structural tubing.
- 4.5.4 Cross Sills – Minimum 4" inches, formed box channel of "C" section high strength steel, 10-gauge, or 3" inch, 4.1-lb. structural channel. Sills to be installed on maximum 12" inch centers.
- 4.5.5 Side and End Rails – Minimum 5" inch deep, 10-gauge, 3" inch deep for units using 4.1-lb. structural channel.
- 4.5.6 Floor – Minimum 1/4-inch, steel tread plate for units with floor welded to cross members or minimum 3/16-inch, steel tread plate for units with a minimum of 5, floor support long sills, formed of minimum 12-gauge steel channel with floor welded to long sills. All welds may be stitched welded, no spot-welding. A 1/2-inch steel plate will be welded to the floor (bed width and 4-feet long) at the rear of floor and directly under the trash bucket travel position (opened, with jaws to the left and right sides of the body longitudinal centerline).
- 4.5.7 Lighting – All lighting and reflectors will meet or exceed D.O.T. requirements. Reflectors shall be attached with mechanical fasteners. Stop lights, turn signals, backup, marker, and clearance lights shall be LED-type and mounted to reduce the possibility of damage from contact with brush. Four, high intensity strobe lights (WHELEN TIR-6, P/N 01-0663507A33B, SUPER-LED, 500 SERIES DIRECTIONAL WARNING LIGHT or proven equal) to be installed, one in each corner of the tailgate. The two (2) **front grill mounted strobe lights and rear strobe lights will be wired to be lit whenever the battery disconnect switch is in the "on" position.** Amber mid-ship clearance/turn signal lights shall be mounted on both sides of body.

- 4.5.8 Sides and Head – Body sides and head to be manufactured of 10-gauge steel (minimum ASTM A-570) with a 3-inch wide return type rolled upper rail. Single piece construction of sides is desirable. Two-piece construction is acceptable only if seams are vertical and centered on the body with one additional vertical brace centered and welded to the outside of the seam. Heads will be of single piece construction. Side vertical braces (minimum 7), evenly spaced each side for structural channel, formed, 6-inch x 3-inch channel, manufactured of minimum 10-gauge steel, firmly welded to sides and floor. Head to have a minimum of two such vertical braces evenly spaced from sides and center. Sides and head to be bed length and 48-inches high from bed level. All sides, head, and braces, to be welded to body floor. Self-cleaning sides will be installed to outside of bed (minimum 10-gauge material) at approximately a 45 degree angle. Install minimum 3/16-inch plates on inside of bed to form self-cleaning floor at approximately 45 degrees. Ends of self-cleaning sides must be completely boxed. All welds to be continuous, no spot-welding. Designs using 4-inch X 3-inch box tubing instead of 3-inch wide return type rolled upper rails are acceptable if such tubing is installed using a continuous weld from front to rear at the upper edge of the body so that ends are completely boxed.
- 4.5.9 Tailgate – Barn door type, hinged at right side of tailgate allowing tailgate to swing out fully to right side of trailer. Two hinges, evenly spaced from top to bottom, with minimum 1"-inch hinge pins. Heavy-duty provisions to secure door in full open position against body side required. Tailgate to be manufactured of minimum 10-gauge steel with boxed type reinforcements on all sides with basic sheet wrapped over top and under bottom. Base section must be sloped to form a dirt-free self-cleaning edge. A positive firm locking latch, which can be operated from ground level, will be used to secure the doors in the closed position. Minimum three (3) each, ratchet type cam locks, along with guides to be installed on left side of door to ensure proper door closure. Design of door must include support of door on body platform instead of sides when door are closed. All hinges will have Zerk fittings to facilitate lubrication.
- 4.5.10 Tool Box – A lockable, watertight, toolbox, approximately 18-inches high X 20-inches wide X 18-inches deep to be mounted on the curb side of vehicle frame, under the body.
- 4.5.11 Sand Box – A metal container to carry approximately 200 lb. of sand will be attached to the sidewalk side of the truck. Exact location will be determined with first article.
- 4.5.12 Paint – Body must be properly cleaned and prepared prior to painting. Primer coat to be thoroughly dry prior to final two coats. Body color will be Medium Grey Metallic, Sherwin-Williams, Dimensions, urethane enamel, paint code – DFP386, mix code - # 50374
- 4.5.13 All components to be designed, installed, tested, and adjusted prior to delivery. Unit to be fully functional and ready for use upon delivery.

#### SPECIFICATIONS HYDRAULIC LOADERS:

- 4.5.2.1 Construction – High tensile strength steel used in all major structural members such as A-frame legs, boom ears, boom spars, and stabilizers. Positive lubrication must be available to each wear point.
- 4.5.2.2 Boom rotation must be made through a hydraulic rotary drive motor. Elevation and knuckling of boom and operation of stabilizing outrigger jacks will be through double acting hydraulic cylinders with controls located at the operator's platform. All movements – swing, knuckle, lift, rotate, and bucket action will be able to be accomplished simultaneously without jerking or other unnatural actions of the loader. A two stage pump will be provided to meet this requirement. All boom and outrigger pivot points to have bronze, brass, or steel bushings with grease fittings.
- 4.5.2.3 Boom Length – Maximum 23-feet, minimum 22-feet, without telescoping boom.
- 4.5.2.4 Boom Elevation – Minimum 75-degrees above horizontal.
- 4.5.2.5 A minimum 24" +/- 3" inch work space will be maintained between back of cab and loader and a minimum 12" inch work space between loader and body.
- 4.5.2.6 Outriggers to be hydraulic telescoping type with stabilizer pads, individually adjustable for operating height. Outside shell of out riggers will be braced/reinforced to prevent bowing. Replaceable wear blocks and/or an



effective lubrication system will be installed to prevent excessive wear of the internal leg of the outrigger. Edges of stabilizer pads will curve up to prevent gouging street material.

- 4.5.2.7 A90-decibel audio alarm will sound when the outriggers are being extended. Two eye hooks capable of securing outriggers in the travel mode will be installed as back up for hydraulic failure.
- 4.5.2.8 Rotation of Boom – 360 degree continuous rotation. An electrical Collector will be installed to ensure electrical wiring will not be damaged by continuous rotation of the boom. A boom lock will be installed at the operator station to prevent boom swing during transport.
- 4.5.2.9 Swivel Couplings – Hoses must be equipped with swivel couplings which prevent twisting of hoses when boom is swung through its entire rotational arc.
- 4.5.2.10 Construction – High tensile strength steel used in all major structural members such as a-frame legs, boom ears, boom spars, and stabilizers. Positive lubrication must be available to each wear point.
- 4.5.2.11 Trash Bucket – Combination type bucket designed for solid waste and brush collection with fully enclosed sides. Bucket to be Rotobec model 045W (City of San Antonio option to include curved jaws and special closing cylinders). Cylinders, hoses, and hydraulic lines must be protected from debris protruding through bucket with steel plates. Hoses will also be covered with anti-wear material.
- 4.5.2.12 Hydraulic Reservoir/Lines – Minimum 47-gallon capacity, metal reservoir. Reservoir to be frame mounted street side with replaceable spin on hydraulic filter(s). Minimum 100-mesh strainer to be installed in the suction outlet and a minimum 10-micron filter installed in the return line. An accessible magnet to be installed in tank to eliminate contamination. One quarter (1/4) turn ball valves to be installed on suction and return lines to isolate reservoir. Unit to be equipped with sight gauge and filtered breather. Shall have an electric operated hydraulic oil cooler mounted near oil reservoir tank. Model number ASA Hydraulik #ASATT11RD01 or approved equal. After completion and prior to shipment, the hydraulic oil is to be filtered and certified to meet ISO 18/15/13 standards (4406.1999).
- 4.5.2.13 Minimum 2-inches upper and lower steel plates will be used to mount the crane to the vehicle frame. The frame will be reinforced with minimum 3-inches braces located adjacent to the mounting bolts, with stops welded on chassis frame to prevent sliding.

4.5.2.14	Minimum lifting capacity less bucket:	<u>LOAD</u>	<u>RADIUS FROM CENTER</u>
		5,400-lbs	15-feet
		8,000-lbs	10-feet

4.5.2.15 Additional Requirements:

- a) Install a safety cradle around operator seat approximately 3-inches wider than seat, level with the seat in the folded position, and not more than 18" inches to the rear. Material to be 1 1/4-inches steel tubing firmly mounted and must not interfere with operator's range of motion.
- b) Install a safety belt on operator's seat. Safety belt will be safety orange.
- c) All safety equipment required to meet Federal and State safety standards to include under ride protection and conspicuity markings will be furnished and installed.
- d) Ladders to provide access to work station on left and right side of loader, configured with minimum of 4 non-slip step, minimum 1-inch tread depth. Ladders will angle towards loader from bottom rail. Hand rails will be provided.
- e) A switch, easily accessible to the crane operator, to sound a signaling device. Signal must be loud enough to be heard over the loader during operation.
- f) Boom guards will be installed on both boom segments.

4.5.2.16 Acceptable Model – Rotobec Elite Loader

4.6 ITEM	QUANTITY	DESCRIPTION
2A	2 Each	Brush Collection Grappler Truck Chassis (Minimum GVWR 64,000-lbs.)

#### 4.6.1 SPECIFICATIONS CAB AND CHASSIS:

- 4.6.1.1 Engine – Minimum 11.9-liter, in-line 6-cylinder turbo charged diesel, charge-air-cooled with electronic control system. Minimum of 435-HP at maximum 2100-RPM. Minimum peak torque rating of 1,550-lb. ft at 1,200-RPM. Dual-element, dry-type air cleaner with cleanable outer element, replaceable safety element, and restriction warning light or indicator on the dash. Engine computer will be programmed to limit maximum road speed to 65-MPH, engine idle time will be limited to 5-minutes, cruise control will not be activated.
- 4.6.1.2 Exhaust System – Muffler with horizontal exhaust tailpipe extended to exit in front of rear tires.
- 4.6.1.3 Engine Protection – Engine will be protected by an OEM engine protection system. As a minimum, the system will monitor engine and transmission oil pressure and temperature. Engine fuel solenoid must be de-energized and engine automatically stopped when any of the functions being monitored are unsafe per the manufacturer's specifications. System must provide audio and visual alarms for 30 seconds prior to shutdown.
- 4.6.1.4 Electrical – Units to be equipped with a minimum of (3) three 12-volt, heavy-duty batteries (minimum 1800-CCA) and battery disconnect switch. Alternator to be 12-volt, minimum 160-amps, and gauge of lead wires to be sufficient to meet calculated load for this application. All wiring to be abrasion resistant and designated for severe service/heavy-duty use. Circuit breakers, manual reset with trip indicator minimum, to be used in place of fuses in excess of 20-amps. Speedometer, tachometer, odometer, oil pressure, hour meter, fuel level, voltmeter, coolant temperature and air pressure gauges must be installed.
- 4.6.1.5 Lights – Cab clearance, marker, stop, and back up lights to be LED. Mid-ship turn lights are to be LED, mounted in rubber, and enclosed in steel light box. **Four (4) high intensity strobe lights to be installed, two (2) in, or near, the front grill and two (2) flush mounted at the rear. The two (2) front grill mounted strobe lights will be wired to be lit whenever the battery disconnect switch is in the "on" position.**
- 4.6.1.6 Transmission – Allison 4500-RDS, six-speed transmission or proven equal with push button controls and Load-Based Shift Scheduling. Cooling system to be water to oil type. Transmission temperature gauge to be provided. Must be equipped with a forced auto neutral when the park brakes are applied. Operator must have to manually shift back to drive when the brakes are released. Push-button style keypad shift controller with illuminated digital display, indicator lights, low fluid level indicator, diagnostics (prognostics), and gear / mode selection display. Transmission covered by manufacturer's total warranty of 60-months, unlimited miles, 100% parts, and labor.
- 4.6.1.7 Cooling System – Maximum capacity offered by the manufacturer. Coolant to be extended life, mixed to protect to -34° F. Silicone coolant hoses with stainless steel constant torque type hose clamps. Full flow, spin-on type, coolant filter. Low coolant warning to be provided.
- 4.6.1.8 PTO/Pump – Dual PTO/Pump system shall be utilized. Dual system shall be independent of each other. One shall power loader and one shall power the hoist system. Pumps to be rated at hoist manufacturers recommended pressure and gallons per minute requirement. The pumps must not require more than 1,200 RPM to produce optimal pressure and flow. Pumps to be controlled through a speed device that will prevent engagement of PTO/pump unless engine is at idle. Device must also disengage PTO/pump when truck is moving forward or in reverse at more than 5 miles per hour.
- 4.6.1.9 Frame – Minimum 120,000-PSI hi-tensile frame rails with full frame liner minimum of 3,700,000 RBM. All structural components, rails, braces, supports, etc., to be attached with "Huck-Bolt" type fasteners.
- 4.6.1.10 Wheelbase and Cab-to Trunion to be determined by hoist requirements.
- 4.6.1.11 Cab - Conventional type with seating for driver and one passenger, minimum interior width, 70inches. Maximum insulation (Extreme Climate Thermal Insulation) will be used to reduce engine and exterior heat and noise from penetrating into the cab. Driver seat to be high back bucket type, National Cush-n-Aire, or equal. Passenger seats to be non-suspension two man bench seat. Seat belts will be colored safety orange. Arm rest on both doors. Doors will have power windows and locks. Windows will have factory and aftermarket tinting.
- 4.6.1.12 Air Conditioning – Air conditioning with integral heater and defroster units supplied under this specification must be OEM installed and designed for use with 134A refrigerant. System must be capable of maintaining a

temperature inside the operator cab of 70°-F or less with an ambient temperature of not less than 95°-F with a relative humidity of not less than 90%. As a minimum, system must have a radiator-mounted condenser, 3-speed fan, and variable thermostat. If radiator mounted condenser is not practical, remote mount must be approved by the Fleet Acquisition Manager before installation. Roof mounted unit not acceptable. All air conditioner components to be compatible and recommended for end item. Vehicles to be equipped with factory and aftermarket tinted glass and insulated cab headliner.

- 4.6.1.13 Front Axle –Setback with minimum 20,000-lbs. capacity, minimum 20,000-lbs. springs, minimum wheel cut 50-degrees, 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.
- 4.6.1.14 Steering – Integral power steering. Assist cylinders, if any, must be mounted above front axle. Steering column will be tilt/telescoping.
- 4.6.1.15 Rear Axle – Minimum 46,000-lbs., single speed tandem drive, equipped with hub piloted steel hubs, out-board mount type brake drums. Gear ratio installed must be capable of 70-mph +/-2 mph geared road speed at full engine governed RPM. Stemco or equal oil rear seals. Full locking differentials with audible interlock alarm in cab. The alarm must sound when the interlock is in the on position.
- 4.6.1.16 Rear Suspension – Minimum 46,000-lbs. capacity, Hendrickson HMX-460 with Hendrickson "Ultra Rod" torque rods. **(NO SUBSTITUTES ACCEPTABLE)**. Suspension shall be equipped with heaviest duty shock absorbers available with auxiliary spring gap properly adjusted after body installation and prior to delivery to City.
- 4.6.1.17 Wheels & Tires – All wheels to be 10-hole hub piloted steel disc wheel, 22.5 X 9.0, painted white. Tires to be 315/80R22.5 L. Wheels will have loose wheel indicators installed color orange.
- 4.6.1.18 Brakes – Full air, outboard brakes with dust shields and ABS brake control system, S-cam service brakes. Brakes to be the maximum O.E.M size offered, minimum 16-½ x 6 front and 16-½ x 8-¾ rear, and meet or exceed August 2011 Federal brake requirements. Front and rear Rockwell or equal automatic slack adjusters with stroke indicators. Minimum 15 CFM compressor, Midland Pure Air Plus dryer model DA-33100, or proven equal, with a manual drain valve on each tank. It is preferred that the air tanks be grouped together, easily accessible to an operator standing at the side of the truck. If not possible, all air tank drains shall be plumbed to a manifold system where drain valves are at one location, easily accessible to an operator standing at the side of the truck. Spring set parking brakes on both rear axles. Quick connect coupling (Milton 747 or equal), connected to the emergency side of air system, to be located in a protected area near the front bumper.
- 4.6.1.19 Fuel System – To be equipped with minimum 70-gallon aluminum or steel tank. Fuel filtration system to include primary and secondary type fuel filter(s) with water separator. Full flow strainer must be installed in fuel filler neck. DEF tank to be a minimum of 6-gallons.
- 4.6.1.20 Units to be equipped with the following additional equipment:
  - a) Motorized, West Coast type, right and left hand, heavy-duty, 6-inch x 16-inch split focus, (approximately 2/3 flat area, 1/3 adjustable convex) breakaway type, mirrors.
  - b) Air horn(s) and single electric horn.
  - c) Windshield wiper/washers with minimum 3 speed or variable speed wipers. Washer reservoir not to be mounted inside cab.
  - d) 5-lb., ABC type fire extinguisher securely mounted in the cab.
  - e) DOT triangle warning kit securely mounted in the cab.
  - f) Exterior cab grab handles, both sides.
  - g) Two (2) front tow hooks installed on frame and strengthened sufficiently to lift, pull, and tow truck without damaging bumper or other body parts. A wire rope, minimum 1-inch diameter, shall be provided and fastened to both tow hooks to attach tow equipment.
  - h) Exterior sun visor, painted the same color as truck, and interior sun visors for driver and passengers.
  - i) Deleted
  - j) Heavy-duty drive lines.
  - k) Minimum AM/FM with CD and auxiliary input radio with two speakers.
  - l) Cigar lighter/power port.
  - m) Back up alarm

- n) Parabolic mirrors installed on front fenders to provide view of obstacles on sides of truck from front bumper to rear wheels.
- o) Ignition and door locks will be keyed alike on Grapppler Cab and Chassis purchased (1A and 2A). Three keys will be furnished for each truck delivered. Decal showing the total height of the unit displayed on the dash.
- p) Traffic cone rack and water cooler rack mounted street side.

4.6.1.21 Color – OEM white.

4.7 ITEM	QUANTITY	DESCRIPTION
2B	2 Each	Roll Off Tilt Frame Hoist and Knuckle Boom Loader, mounted on Item 2A

#### 4.7.1 SPECIFICATIONS ROLL OFF TILT FRAME HOIST:

- 4.7.1.1 These specifications are for self-loading refuse containers up to 22' inside length without overhang of the tilt frame rails. The minimum lift capacity must be 75,000 lbs. All equipment furnished under this contract must be new, unused, and manufacture's current production model. Accessories, not specifically mentioned herein but are necessary to furnish a complete unit, ready for use, also must be included. Vendor must state number of years this model has been part of their manufacturing process. Hoist must be compatible with containers currently owned by the City.
- 4.7.1.2 Vendor must state its normal warranty, which will control to the extent and manner that it exceeds the minimum warranty. The minimum warranty is:
  - a) Basic Warranty – Entire hoist body – 12 months, unlimited mileage, 100% parts and labor
  - b) 5 years – Materials and workmanship
  - c) 5 years – Electrical system
  - d) 5 years – Cylinders
- 4.7.1.3 The body must be mounted to the chassis by factory-trained technicians. Body must be in conformance with latest ANSI Z245.1 safety standards.
- 4.7.1.4 Frame – Constructed of heavy duty material with a minimum 1/2" x 3 " bar wear strips. Sub frame units constructed of heavy duty material will have a minimum 8" x 4" x 1/2" main rails and 4" x 2" x 1/4" sub-frame. Outside rollers: ten (10) minimum 4" OD x 2" ID x 3-3/4" long with Aluminum Bronze Bushings. Rollers are to be secured with a collar and bolt. The forward end frame rail must have a hold down front stop and a lock. The hold down to be minimum 1" plate with 3/4" x 3" formed liner. The hoist must have zerk grease fittings at all wear points. Rear Hinge: must be welded and bolted to the truck frame with 3" heat treated hinge pin and 1 1/2" plate. Outside rails must be provided. Rear Roller: to be a quick change, 8" minimum 3" diameter long life bearing. Fenders: 2 double heavy duty steel over rear tires. Dump angle must not be less than 47-degrees. Unit must be mounted to chassis frame using manufacturer's standard method to keep with chassis manufacturing standards. All electrical wiring will be protected by looms or conduit and terminate in a watertight junction box, unprotected wiring is unacceptable.
- 4.7.1.5 Cable System – Cable for hoist will be a minimum of 7/8" – 25' EIPS IWRC and supplied with a rectangular eye fitting and swedge connection. The opening to be approximately 3-5/8," of cast alloy construction and overall length is approximately 12". The sheaves will be 10" in diameter with 2-5/16" bearing surface with aluminum bronze bushings for longer life. Each sheave must be held in place with minimum 2" diameter pins.
- 4.7.1.6 Hydraulic System – The lifting and reeving cylinders must have a minimum 6" Bore x 72" stroke. . The reeving cylinders must have a minimum 7" bore X 80" stroke The reeving cylinders to have 1/4" minimum steel lattice plate top cover over the area of the rod extension. Over reeving limiter must be provided. The hydraulic tank must be frame mounted, have a minimum capacity of 60 gallons, an in-tank micro glass filter (both suction and pressure will be filtered), a hydraulic filter restriction gauge, and constructed with a minimum of 7-gauge steel. Tank to also include a sight gauge, thermometer, and a minimum 3-micron vent filter. A hydraulic sampling device such as (Probilizer) gauge port to connect test equipment, and a fill port, 3/8-inch minimum, must be installed on hydraulic tank. One-quarter (1/4) turn ball valves will be installed to isolate the reservoir (suction and

return lines) for service and maintenance. All hoses must be high-pressure wire braid construction designed to withstand four times the system pressure. Hydraulic tubing to be zinc dichromate treated to prevent rust.

- 4.7.1.7 The inside cab controls will be air over hydraulic type and return to neutral position when released. Outside controls to be ergonomically located behind the cab and properly labeled to indicate the direction of travel.
- 4.7.1.8 After completion and prior to shipment, the hydraulic oil is to be filtered and certified to meet ISO 18/15/13 standards (4406.1999).
- 4.7.1.9 Hoist cycle time is to be not more than 46 seconds. Cable in and out: hoist up and down.
- 4.7.1.10 Safety – Must be equipped with a manual container tie down system that will secure all outside or inside rail containers without modifications to, or hold downs on, the container. Strap with integrated ratchet is acceptable. Dash indicator light and audible alert when body is in the up position. Body props, one piece accessible from both sides.
- 4.7.1.11 Rear Bumper – Rear Bumper must meet ICC and DOT under ride requirements, and have the ability to fold up automatically or on activation of PTO as the hoist is being raised to the “up” position.
- 4.7.1.12 Paint – Complete unit must be cleaned and media blasted with all weld slag, oil and other residue removed. Cleaning must be in keeping with accepted industry standards. Unit will be primed and a finish coat of high gloss enamel applied. Unit to be painted black.
- 4.7.1.13 Tool Box – Minimum ten (10) gauge painted steel with minimum one eighth inch (1/8”) plate top tool box, mounted on the passenger side. Toolbox to be a minimum thirty-six inches (36”) in length by eighteen inches (18”) wide by twenty-two inches (22”) high. Unit to have a door seal with rain gutter, a locking door handle and hinged on bottom to aid access.
- 4.7.1.14 Acceptable Model: Stellar SI75174OR or approved equal.

#### **4.7.2 SPECIFICATIONS HYDRAULIC LOADER:**

- 4.7.2.1 Construction – High tensile strength steel used in all major structural members such as A-frame legs, boom ears, boom spars, and stabilizers. Positive lubrication must be available to each wear point.
- 4.7.2.2 Boom rotation must be made through a hydraulic rotary drive motor. Elevation and knuckling of boom and operation of stabilizing outrigger jacks will be through double acting hydraulic cylinders with controls located at the operator’s platform. All movements – swing, knuckle, lift, rotate, and bucket action will be able to be accomplished simultaneously without jerking or other unnatural actions of the loader. A two stage pump will be provided to meet this requirement. All boom and outrigger pivot points to have bronze, brass, or steel bushings with grease fittings.
- 4.7.2.3 Boom Length – Maximum 23-feet, minimum 22-feet, without telescoping boom.
- 4.7.2.4 Boom Elevation – Minimum 75-degrees above horizontal.
- 4.7.2.5 A minimum 24” +/- 3” inch work space will be maintained between back of cab and loader work space between loader and body.
- 4.7.2.6 Outriggers to be hydraulic telescoping type with stabilizer pads, individually adjustable for operating height. Outside shell of out riggers will be braced/reinforced to prevent bowing. Replaceable wear blocks and/or an effective lubrication system will be installed to prevent excessive wear of the internal leg of the outrigger. Edges of stabilizer pads will curve up to prevent gouging street material.
- 4.7.2.7 A 90-decibel audio alarm will sound when the outriggers are being extended. Two eye hooks capable of securing outriggers in the travel mode will be installed as back up for hydraulic failure.

- 4.7.2.8 Rotation of Boom – 360 degree continuous rotation. An electrical Collector will be installed to ensure electrical wiring will not be damaged by continuous rotation of the boom. A boom lock will be installed at the operator station to prevent boom swing during transport.
- 4.7.2.9 Swivel Couplings – Hoses must be equipped with swivel couplings which prevent twisting of hoses when boom is swung through its entire rotational arc.
- 4.7.2.10 Construction – High tensile strength steel used in all major structural members such as a-frame legs, boom ears, boom spars, and stabilizers. Positive lubrication must be available to each wear point.
- 4.7.2.11 Trash Bucket – Combination type bucket designed for solid waste and brush collection with fully enclosed sides. Bucket to be Rotobec model 045W (City of San Antonio option to include curved jaws and special closing cylinders). Cylinders, hoses, and hydraulic lines must be protected from debris protruding through bucket with steel plates. Hoses will also be covered with anti-wear material.
- 4.7.2.12 Shall have an electric operated hydraulic oil cooler mounted near oil reservoir tank. Model number ASA Hydraulik #ASATT11RD01 or approved equal.
- 4.7.2.13 Minimum 2-inches upper and lower steel plates will be used to mount the crane to the vehicle frame. The frame will be reinforced with minimum 3-inches braces located adjacent to the mounting bolts, with stops welded on chassis frame to prevent sliding.
- 4.7.2.14 Minimum lifting capacity less bucket:
- |  |             |                           |
|--|-------------|---------------------------|
|  | <u>LOAD</u> | <u>RADIUS FROM CENTER</u> |
|  | 5,400-lbs   | 15-feet                   |
|  | 8,000-lbs   | 10-feet                   |
- 4.7.2.15 Additional Requirements:
- Install a safety cradle around operator seat approximately 3-inches wider than seat, level with the seat in the folded position, and not more than 18" inches to the rear. Material to be 1 1/4-inches steel tubing firmly mounted and must not interfere with operator's range of motion.
  - Install a safety belt on operator's seat. Safety belt will be safety orange.
  - All safety equipment required to meet Federal and State safety standards to include under ride protection and conspicuity markings will be furnished and installed.
  - Ladders to provide access to work station on left and right side of loader, configured with minimum of 4 non-slip step, minimum 1-inch tread depth. Ladders will angle towards loader from bottom rail. Hand rails will be provided.
  - A switch, easily accessible to the crane operator, to sound a signaling device. Signal must be loud enough to be heard over the loader during operation.
  - Boom/tube guards will be installed on both boom segments.
- 4.7.2.16 Acceptable Model – Rotobec Elite Loader

4.8 ITEM	QUANTITY	DESCRIPTION
3A	9 Each	Cab and Chassis, Minimum 66,000 lbs. GVWR

#### SPECIFICATIONS CAB AND CHASSIS:

- 4.8.1 Engine – Minimum 11.9-liter, in-line 6-cylinder turbo charged diesel, charge-air-cooled with electronic control system. Minimum of 435-HP at maximum 2100-RPM. Minimum peak torque rating of 1,550-lb. ft at 1,200-RPM. Dual-element, dry-type air cleaner with cleanable outer element, replaceable safety element, and restriction warning light or indicator on the dash. Engine computer will be programmed to limit maximum road speed to 65-MPH, engine idle time will be limited to 5-minutes, cruise control will not be activated.
- 4.8.2 Exhaust System – Muffler with vertical exhaust pipe with turn out.

- 4.8.3 Engine Protection – Engine will be protected by an OEM engine protection system. As a minimum, the system will monitor engine and transmission oil pressure and temperature. Engine fuel solenoid must be de-energized and engine automatically stopped when any of the functions being monitored are unsafe per the manufacturer's specifications. System must provide audio and visual alarms for 30 seconds prior to shutdown.
- 4.8.4 Electrical – Units to be equipped with a minimum of (3) three 12-volt, heavy-duty batteries (minimum 1800-CCA) and battery disconnect switch. Alternator to be 12-volt, minimum 160-amps, and gauge of lead wires to be sufficient to meet calculated load for this application. All wiring to be abrasion resistant and designated for severe service/heavy-duty use. Circuit breakers, manual reset with trip indicator minimum, to be used in place of fuses in excess of 20-amps. Speedometer, tachometer, odometer, oil pressure, hour meter, fuel level, voltmeter, coolant temperature and air pressure gauges must be installed.
- 4.8.5 Lights – Cab clearance, marker, stop and back up lights to be LED. All chassis lights, mounted in rubber, and enclosed in steel light box. Mid-ship turn lights are to be LED, mounted in rubber, and enclosed in steel light box. **Four (4) high intensity strobe lights to be installed, two (2) in, or near, the front grill and two (2) flush mounted at the rear. The two (2) front grill mounted strobe lights will be wired to be lit whenever the battery disconnect switch is in the "on" position.**
- 4.8.6 Transmission – Allison 4500-RDS, six-speed transmission or proven equal with push button controls and Load-Based Shift Scheduling. Cooling system to be water to oil type. Transmission temperature gauge to be provided. Must be equipped with a forced auto neutral when the park brakes are applied. Operator must have to manually shift back to drive when the brakes are released. Equipped with a positive interlock, which cannot be overridden, preventing operation of hydraulic system unless transmission is in neutral, **(NO EXCEPTIONS)**. Push-button style keypad shift controller with illuminated digital display, indicator lights, low fluid level indicator, diagnostics (prognostics), and gear / mode selection display. Transmission covered by manufacturer's total warranty of 60-months, unlimited miles, 100% parts, and labor.
- 4.8.7 Cooling System – Maximum capacity offered by the manufacturer. Coolant to be extended life, mixed to protect to -34° F. Silicone coolant hoses with stainless steel constant torque type hose clamps. Full flow, spin-on type, coolant filter. Low coolant warning to be provided.
- 4.8.8 PTO/Pump – A hot shift transmission mounted PTO with direct, or driveline mounted, pump with pressure relief valve for overloads. Pump to be rated at hoist manufacturers recommended pressure and gallons per minute requirement. The pump must not require more than 1,200 RPM to produce optimal pressure and flow. Pump to be controlled through a speed device that will prevent engagement of PTO/pump unless engine is at idle and transmission is in the neutral position, device must also disengage PTO/pump when engine RPM exceeds 1,500 RPM.
- 4.8.9 Frame – Minimum 120,000-PSI hi-tensile frame rails with full frame liner minimum of 3,700,000 RBM. All structural components, rails, braces, supports, etc., to be attached with "Huck-Bolt" type fasteners.
- 4.8.10 Wheelbase and Cab-to Trunion to be determined by hoist requirements.
- 4.8.11 Cab - Conventional type with seating for driver and one passenger, minimum interior width, 80-inches. Maximum insulation (Extreme Climate Thermal Insulation) will be used to reduce engine and exterior heat and noise from penetrating into the cab. Driver seat to be high back bucket type, National Cush-n-Aire, or equal. Passenger seat to be non-suspension two man bench seat. Seat belts will be colored safety orange. Seat belt cover will not be acceptable. Arm rest on both doors. Doors will have power windows and locks. Windows will have factory and aftermarket tinting.
- 4.8.12 Air Conditioning – Air conditioning with integral heater and defroster units supplied under this specification must be OEM installed and designed for use with 134A refrigerant. System must be capable of maintaining a temperature inside the operator cab of 70°-F or less with an ambient temperature of not less than 95°-F with a relative humidity of not less than 90%. As a minimum, system must have a radiator-mounted condenser, 3-speed fan, and variable thermostat. If radiator mounted condenser is not practical, remote mount must be approved by the Fleet Acquisition Manager before installation. Roof mounted unit not acceptable. All air conditioner components to be compatible and recommended for end item. Vehicles to be equipped with factory and aftermarket tinted glass and insulated cab headliner.

- 4.8.13 Front Axle –Setback with minimum 20,000-lbs. capacity, minimum 20,000-lbs. springs, minimum wheel cut 50-degrees, 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.
- 4.8.14 Steering – Integral power steering. Assist cylinders, if any, must be mounted above front axle. Steering column will be tilt/telescoping.
- 4.8.15 Rear Axle – Minimum 46,000-lbs., single speed tandem drive, equipped with hub piloted steel hubs, out-board mount type brake drums. Gear ratio installed must be capable of 70-mph +/-2 mph geared road speed at full engine governed RPM. Stemco or equal oil rear seals. Full locking differentials with audible interlock alarm in cab. The alarm must sound when the interlock is in the on position.
- 4.8.16 Rear Suspension – Minimum 46,000-lbs. capacity, Hendrickson HMX-460 with Hendrickson "Ultra Rod" torque rods. **(NO SUBSTITUTES ACCEPTABLE)**. Suspension shall be equipped with heaviest duty shock absorbers available with auxiliary spring gap properly adjusted after body installation and prior to delivery to City.
- 4.8.17 Wheels & Tires – All wheels to be 10-hole hub piloted steel disc wheel, 22.5 X 9.0, painted white. Tires to be 315/80R22.5 L. Wheels will have loose wheel indicators installed color orange. All wheels shall be painted white.
- 4.8.18 Brakes – Full air, outboard brakes with dust shields and ABS brake control system, S-cam service brakes. Brakes to be the maximum O.E.M size offered, minimum 16-½ x 6 front and 16-½ x 8-¾ rear, and meet or exceed August 2011 Federal brake requirements. Front and rear Rockwell or equal automatic slack adjusters with stroke indicators. Minimum 15 CFM compressor, Midland Pure Air Plus dryer model DA-33100, or proven equal, with a manual drain valve on each tank. It is preferred that the air tanks be grouped together, easily accessible to an operator standing at the side of the truck. If not possible, all air tank drains shall be plumbed to a manifold system where drain valves are at one location, easily accessible to an operator standing at the side of the truck. Spring set parking brakes on both rear axles. Quick connect coupling (Milton 747 or equal), connected to the emergency side of air system, to be located in a protected area near the front bumper.
- 4.8.19 Fuel System – To be equipped with minimum 70-gallon metal tank. Fuel filtration system to include primary and secondary type fuel filter(s) with water separator. Full flow strainer must be installed in fuel filler neck. DEF tank to be a minimum of 6-gallons.
- 4.8.20 Units to be equipped with the following additional equipment:
- a) Motorized, West Coast type, right and left hand, heavy-duty, 6-inch x 16-inch split focus, (approximately 2/3 flat area, 1/3 adjustable convex) breakaway type, mirrors.
  - b) Air horn(s) and single electric horn.
  - c) Windshield wiper/washers with minimum 3 speed or variable speed wipers. Washer reservoir not to be mounted inside cab.
  - d) 5-lb., ABC type fire extinguisher securely mounted in the cab.
  - e) DOT triangle warning kit securely mounted in the cab.
  - f) Exterior cab grab handles, both sides.
  - g) Two (2) front tow hooks installed on frame and strengthened sufficiently to lift, pull, and tow truck without damaging bumper or other body parts. A wire rope, minimum 1-inch diameter, shall be provided and fastened to both tow hooks to attach tow equipment.
  - h) Exterior sun visor, painted the same color as truck, and interior sun visors for driver and passengers.
  - i) Deleted
  - j) Heavy-duty drive lines.
  - k) Minimum AM/FM CD with auxiliary input radio with two speakers.
  - l) Cigar lighter/power port.
  - m) Back up alarm
  - n) Parabolic mirrors installed on front fenders to provide view of obstacles on sides of truck from front bumper to rear wheels.
  - o) Ignition and door locks will be keyed alike on all Roll Off trucks purchased (3A). Three keys will be furnished for each truck delivered. Decal showing the total height of the unit displayed on the dash.
  - p) Traffic cone rack and water cooler rack mounted street side.
- 4.8.21 Color – OEM white.



4.9 ITEM	QUANTITY	DESCRIPTION
3B	9 Each	Roll Off Tilt Frame Hoist with Tarp System, Mounted on Item 3A
4.9.1	SPECIFICATIONS ROLL OFF TILT FRAME HOIST:	
4.9.1.1.	These specifications are for self-loading refuse containers up to 22' inside length without overhang of the tilt frame rails. The minimum lift capacity must be 75,000 lbs. All equipment furnished under this contract must be new, unused, and manufacture's current production model. Accessories, not specifically mentioned herein but are necessary to furnish a complete unit, ready for use, also must be included. Vendor must state number of years this model has been part of their manufacturing process. Hoist must be compatible with containers currently owned by the City.	
4.9.1.2	Vendor must state its normal warranty, which will control to the extent and manner that it exceeds the minimum warranty. The minimum warranty is: a) Basic Warranty – Entire hoist body – 12 months, unlimited mileage, 100% parts and labor b) 5 years – Materials and workmanship c) 5 years – Electrical system d) 5 years – Cylinders	
4.9.1.3	The body must be mounted to the chassis by factory-trained technicians. Body must be in conformance with latest ANSI Z245.1 safety standards.	
4.9.1.4	Frame – Constructed of heavy duty material with a minimum 10" x 4" x 1/2" tubing and 1/2" x 3" bar wear strips. Sub frame units constructed of heavy duty material will have a minimum 8" x 4" x 1/2" main rails and 4" x 2" x 1/4" sub-frame. Outside rollers: ten (10) minimum 4" OD x 2" ID x 3-3/4" long with Aluminum Bronze Bushings. Rollers are to be secured with a collar and bolt. The forward end frame rail must have a hold down front stop and a lock. The hold down to be minimum 1" plate with 3/4" x 3" formed liner. The hoist must have zerk grease fittings at all wear points. Rear Hinge: must be welded and bolted to the truck frame with 3" heat treated hinge pin and 1 1/2" plate. Outside rails must be provided. Rear Roller: to be a quick change, 8" minimum 3" diameter long life bearing. Fenders: 2 double heavy duty steel over rear tires. Dump angle must not be less than 47-degrees. Unit must be mounted to chassis frame using manufacturer's standard method to keep with chassis manufacturing standards. All electrical wiring will be protected by looms or conduit and terminate in a watertight junction box, unprotected wiring is unacceptable.	
4.9.1.5	Cable System – Cable for hoist will be a minimum of 7/8" – 25' EIPS IWRC and supplied with a rectangular eye fitting and swedge connection. The opening to be approximately 3-5/8," of cast alloy construction and overall length is approximately 12". The sheaves will be 10" in diameter with 2-5/16" bearing surface with aluminum bronze bushings for longer life. Each sheave must be interchangeable and held in place with minimum 2" diameter pins.	
4.9.1.6	Hydraulic System – The reeving cylinders must have a minimum 7" Bore x 80" stroke. The reeving cylinders to have 1/4" minimum steel lattice plate top cover over the area of the rod extension. Over reeving limiter must be provided. The lift cylinders must have a 6" Bore x 72" stroke. The hydraulic tank must be frame mounted, have a minimum capacity of 60 gallons, an in-tank micro glass filter (both suction and pressure will be filtered), a hydraulic filter restriction gauge, and constructed with a minimum of 7-gauge steel. Tank to also include a sight gauge, thermometer, and a minimum 3-micron vent filter. A hydraulic sampling device such as (Probilizer) gauge port to connect test equipment, and a fill port, 3/8-inch minimum, must be installed on hydraulic tank. One-quarter (1/4) turn ball valves will be installed to isolate the reservoir (suction and return lines) for service and maintenance. All hoses must be high-pressure wire braid construction designed to withstand four times the system pressure. Hydraulic tubing to be zinc dichromate treated to prevent rust.	
4.9.1.7	The inside cab controls will be air over hydraulic type and return to neutral position when released. Outside controls to be ergonomically located behind the cab and properly labeled to indicate the direction of travel.	
4.9.1.8	After completion and prior to shipment, the hydraulic oil is to be filtered and certified to meet ISO 18/15/13 standards (4406.1999).	

- 4.9.1.9 Hoist cycle time is to be not more than 46 seconds. Cable in and out: hoist up and down.
- 4.9.1.10 Safety – Must be equipped with a manual container tie down system that will secure all outside or inside rail containers without modifications to, or hold downs on, the container. Strap with integrated ratchet is acceptable. Dash indicator light and audible alert when body is in the up position. Body props, one on each side.
- 4.9.1.11 Rear Bumper – Rear Bumper must meet ICC and DOT under ride requirements, and have the ability to fold up automatically as the hoist is being raised to the up position.
- 4.9.1.12 Paint – Complete unit must be cleaned and media blasted with all weld slag, oil and other residue removed. Cleaning must be in keeping with accepted industry standards. Unit will be primed and a finish coat of high gloss enamel applied. Unit to be painted black.
- 4.9.1.13 Tool Box – Minimum ten (10) gauge galvanized steel with minimum one eighth inch (1/8") plate top tool box, mounted on the passenger side. Toolbox to be a minimum thirty-six inches (36") in length by eighteen inches (18") wide by twenty-two inches (22") high. Unit to have a door seal with rain gutter and a locking door handle.
- 4.9.1.14 Acceptable Model: Stellar SI75174OR or approved equal.
- 4.9.2 SPECIFICATIONS TARP SYSTEM:
  - 4.9.2.1 Stellar SIAT with 2 piece arms and adjustable tower, or approved equal. Telescoping tower system, with automatic arm kit, Stellar SIAT with 3 piece arms and adjustable tower, or approved equal. Tarping system to be powered by chassis hydraulic system. Tower to be hydraulically adjustable from 72-inches (Lowered) to 120-inches (Raised).
  - 4.9.2.2 Arm kit to be 2 piece design with hydraulic cylinder adjustable pivot point to compensate for different container lengths. Tarper must have system to rephase arm cylinders for synchronizing.
  - 4.9.2.3 Controls to be installed outside directly behind cab on driver's side mounted to tarper gantry.

## 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 deadlines specified herein, whether delivery to the other vendor for completion of that vendor's work, or delivery to City, are uncertain and would be difficult of ascertainment, and that the sum of \$100.00 per day for each day delivery by said Vendor is late would be a reasonable compensation for such breach. Vendor hereby promises to pay, and the City hereby agrees to accept, such sum as liquidated damages, and not as a penalty, in the event of such breach. Furthermore, Parties agree that City may withhold said liquidated damages from any payments due to Vendor hereunder. The liquidated damages described herein are only assessable against the party causing the delay. 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.

### Cooperative Contract Provisions.

Term Consistent with Cooperative Contract. Notwithstanding anything to the contrary herein, no new orders may be placed hereunder after the expiration or termination of the underlying cooperative contract. Renewals cannot extend beyond the term of the underlying cooperative contract. Extensions cannot extend beyond the term of the underlying cooperative contract.

Contract Documents. The terms and conditions for performance and payment of compensation for this contract are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes:

This Request for Offer, including any attachments identified herein and addenda issued by City prior to acceptance of an offer from Offeror;

Any Purchase Orders Issued hereunder by City of San Antonio ("City"); and

Exhibit I -- All applicable terms and conditions of the Cooperative Purchasing Contract number 425-13 & 430-13 through BUYBOARD.

Order of Priority of Contract Documents. Should a conflict arise among the provisions of the contract documents, this RFO and any Purchase Order issued hereunder shall govern over Exhibit I, unless otherwise specifically provided herein.

This RFO includes the following: Instructions to Offerors, General Terms and Conditions, Supplemental Terms and Conditions, Product Specifications and Description of Services, Definitions, Price Schedule, any Attachments identified herein.

### Warranty.

The warranty specified in Exhibit 1, if any, 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 RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. 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 EXHIBIT I, OR 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.**

**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 – Non-Discrimination Ordinance Language

Attachment C – Local Preference Program Identification Form

Attachment D – State of Texas Conflict of Interest Questionnaire (Form CIQ) and Office of the City Clerk's Addendum to the State of Texas Form CIQ.

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

## 006 - GENERAL TERMS & CONDITIONS

Electronic Offer Equals Original. If Vendor is submitting an electronic offer, 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 RFO 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 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 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.

### 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 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, 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 DAY 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.

**Amendments.** Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Vendor. The Director of the Purchasing and General Services Department, or Director's designee, shall have authority to execute amendments on behalf of City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City.

#### **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 the Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

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

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

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

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

#### **INDEMNIFICATION.**

**VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or**

omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold 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 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 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, City reserves the right to deduct any delinquent taxes from payments that 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 Amendment 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 an offer, whether electronically or by paper, Offeror represents that:

(s)he is authorized to bind Offeror to fully comply with the terms and conditions of City's Request for Offer 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;

Offeror 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 offer 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 offer.

**Offeror Information**

Please Print or Type

Vendor ID No.	<u>V1002310</u>
Signer's Name	<u>R.L. Eastland</u>
Name of Business	<u>Waste Systems Equipment, Inc.</u>
Street Address	<u>300 Western Park</u>
City, State, Zip Code	<u>San Antonio, TX 78228</u>
Email Address	<u>wse1975@sbcglobal.net</u>
Telephone No.	<u>888-899-2783</u>
Fax No.	<u>713-939-0718</u>
City's Solicitation No.	<u>RFO No 6100004279</u>

  
\_\_\_\_\_  
Signature of Person Authorized to Sign Offer

## 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 Offer - an RFO in which City will award the entire contract to one offeror only.

Alternate Offer - two or more offers with substantive variations in the item or service offered from the same offeror in response to a solicitation.

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

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

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

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

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

Line Item - a listing of items in an offer for which an offeror is expected to provide separate pricing.

Offer - a complete, signed response to an RFO that, if accepted, would bind Offeror to perform the resultant contract.

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

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

Pre-Submittal Conference - a meeting conducted by City, held in order to allow offerors 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 City's standard purchase order form, and which is the vendor's authority to deliver to and invoice City for the goods or services specified in an RFO for the price stated in vendor's offer.

Specifications - a description of what City requires and what Offeror 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 City.

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

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

**009 - ATTACHMENTS**

**ATTACHMENT A**

**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, by Ordinance No. 2013-03-21-0167, effective for solicitations issued after May 1, 2013.

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

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

**PRICE SCHEDULE**

<b>ITEM</b>	<b>QUANTITY</b>	<b>DESCRIPTION</b>
<b>1A</b>	<b>14 Each</b>	<b>Brush Collection Grapppler Truck Chassis (Minimum GVWR 37,000-lbs.)</b>

PRICE EACH: \$ \_\_\_\_\_

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

YEAR, MAKE & MODEL CAB & CHASSIS:

\_\_\_\_\_

CAB & CHASSIS WARRANTY:

\_\_\_\_\_

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

\_\_\_\_\_

ENGINE WARRANTY:

\_\_\_\_\_

SPECIFIC MAKE & MODEL OF TRANSMISSION OFFERED:

\_\_\_\_\_

TRANSMISSION WARRANTY:

WARRANTY SERVICE PROVIDER NAME:

WARRANTY PROVIDER ADDRESS:

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
1B	14 Each	Truck Body, and Knuckle Boom Loader, mounted on Item 1A.

PRICE EACH: \$ 79,112.49

TOTAL PRICE: \$ 1,107,574.86

MAKE & MODEL OF LOADER: Rotobec M-22 w/ 045 Bucket

WARRANTY: 12 Months Or 2,000 Hours of Use

WARRANTY SERVICE PROVIDER NAME: Waste Systems Equipment, Inc.

WARRANTY PROVIDER ADDRESS: 300 Western Park

San Antonio, TX 78228

PRODUCTION CUT-OFF DATE: December 31, 2014

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: December 30, 2014

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

ITEM	QUANTITY	DESCRIPTION
2A	2 Each	Brush Collection Grapppler Truck Chassis (Minimum GVWR 64,000-lbs.)

PRICE EACH: \$ \_\_\_\_\_

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

YEAR, MAKE & MODEL CAB & CHASSIS:

\_\_\_\_\_

CAB & CHASSIS WARRANTY:

\_\_\_\_\_

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

\_\_\_\_\_

ENGINE WARRANTY:

\_\_\_\_\_

SPECIFIC MAKE & MODEL OF TRANSMISSION OFFERED:

\_\_\_\_\_

TRANSMISSION WARRANTY:

\_\_\_\_\_

WARRANTY SERVICE PROVIDER NAME: \_\_\_\_\_

\_\_\_\_\_

WARRANTY PROVIDER ADDRESS: \_\_\_\_\_

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
2B	2 Each	Roll Off Tilt Frame Hoist and Knuckle Boom Loader, mounted on Item 2A

PRICE EACH: \$ 96,784.00

TOTAL PRICE: \$ 193,568.00

MAKE & MODEL OF LOADER: Rotobec M-22 w/ 045 Bucket

WARRANTY: 5 Years

WARRANTY SERVICE PROVIDER NAME: Waste Systems Equipment, Inc.

WARRANTY PROVIDER ADDRESS: 300 Western Park

San Antonio, TX 78228

PRODUCTION CUT-OFF DATE: December 31, 2014

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: December 30, 2014

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

ITEM	QUANTITY	DESCRIPTION
------	----------	-------------

**3A**

**9 Each**

**Cab and Chassis, Minimum 66,000 lbs. GVWR**

PRICE EACH: \$ \_\_\_\_\_

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

YEAR, MAKE & MODEL CAB & CHASSIS:

\_\_\_\_\_

CAB & CHASSIS WARRANTY:

\_\_\_\_\_

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

\_\_\_\_\_

ENGINE WARRANTY:

\_\_\_\_\_

SPECIFIC MAKE & MODEL OF TRANSMISSION OFFERED:

\_\_\_\_\_

TRANSMISSION WARRANTY:

\_\_\_\_\_

WARRANTY SERVICE PROVIDER NAME: \_\_\_\_\_

\_\_\_\_\_

WARRANTY PROVIDER ADDRESS: \_\_\_\_\_

\_\_\_\_\_

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
3B	9 Each	Roll Off Tilt Frame Hoist with Tarp System, Mounted on Item 3A

PRICE EACH: \$ 44,947.00

TOTAL PRICE: \$ 404,523.00

MAKE & MODEL OF ROLL OFF TILT FRAME HOIST: Stellar SI751740R

WARRANTY: 5 Years

WARRANTY SERVICE PROVIDER NAME: Waste Systems Equipment, Inc.

WARRANTY PROVIDER ADDRESS: 300 Western Park

San Antonio, TX 78228

PRODUCTION CUT-OFF DATE: December 31, 2014

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: December 30, 2014

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

ITEM	QUANTITY	DESCRIPTION
4	Each	COOPERATIVE FEE

COOPERATIVE FEE EACH: \$ 400.00

TOTAL COOPERATIVE FEE: \$ 1,600.00

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





**Attachment - B**

**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.

## Attachment C

### 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 local business and receive the preference described below. The City will not rely on Local Preference Program Identification Forms submitted with prior or contemporaneous bids or proposals.

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

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

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

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

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

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

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

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

Name of Business:	<b>Waste Systems Equipment, Inc.</b>
Physical Address:	<b>300 Western Park</b>
City, State, Zip Code:	<b>San Antonio, TX 78228</b>
Phone Number:	<b>888-899-2783</b>
Email Address:	<b>wse1975@sbcglobal.net</b>

## Attachment C

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

Is Business headquartered within the incorporated San Antonio city limits? (circle one)	<u>Yes</u>	No
If the answer to the question above is "Yes", stop here. If the answer to the above question is "No", provide responses to the following questions:		
Is the business located in the incorporated San Antonio city limits? (circle one)	Yes	No
Has the business been located in the incorporated San Antonio city limits for at least one year? (circle one)	Yes	No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	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	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)	Yes	No

ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

RESPONDENT'S FULL NAME:

R.L. Eastland

(Print Name) Authorized Representative of Respondent



(Signature) Authorized Representative of Respondent

President

Title

Attachment C

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

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April 22, 2014  
Date

**This Local Preference Identification Form must be submitted with the 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>



# City of San Antonio

Office of the  
City Clerk

## CONFLICT OF INTEREST QUESTIONNAIRE ADDENDUM FORM CIQ-A

For vendor or other person doing business with local governmental entity

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

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

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

Robert L. Eastland

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

Waste Systems Equipment, Inc.

2a Business Contact information for Company listed above.

Business Address: 300 Western Park  
Phone: 888-899-2783  
Email: wse1975@sbcglobal.net

3 Bid Name or Description of Service

RFO 6100004279 - Brush Collection Grapplers And Rolloff Hoist

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

Robert L. Eastland

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

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

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

Print Form

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

## OFFICE USE ONLY

Date Received

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

R.L. Eastland

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

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

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

None

Name of Officer

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

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

4

  
Signature of person doing business with the governmental entity

April 22, 2014

Date



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

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**Authority.** The City of San Antonio Veteran-Owned Small Business Preference Program Ordinance 2013-12-05-0864 adopted a veteran-owned small business preference program for specific contracting categories for solicitations issued after January 15, 2014.

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

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

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

SOLICITATION NAME/NUMBER: Brush Collection Grapplers And Rolloff Hoists #6100004279

Name of Respondent:	Robert L. Eastland	
Physical Address:	300 Western Park	
City, State, Zip Code:	San Antonio, TX 78228	
Phone Number:	888-899-2783	
Email Address:	wse1975@sbcglobal.net	
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 #		
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.		
Participation Dollar Amount		

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes	<input checked="" type="radio"/> No
Name of <b>SUBCONTRACTOR</b> Veteran-Owned Small Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is <b>SUBCONTRACTOR</b> certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is <b>SUBCONTRACTOR</b> certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified <b>SUBCONTRACTOR</b> as a VOSB. Include any identifying certification numbers.		
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 Veteran-Owned Small Business Program Tracking 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 Program Tracking Form may be investigated and I hereby give my full permission for any such investigation. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

BIDDER/RESPONDENT'S FULL NAME:

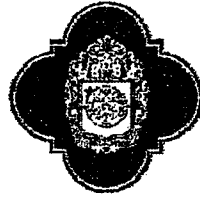
**R.L. Eastland**  
(Print Name) Authorized Representative of Bidder/Respondent

  
(Signature) Authorized Representative of Bidder/Respondent

**President**  
Title

**April 22, 2014**  
Date

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



## City of San Antonio

### ADDENDUM I

**SUBJECT:** Request For Offer 6100004279 GRAPPLERS AND ROLL OFF HOIST TRUCKS  
scheduled to open Friday, April 18, 2014 date of issue April 3, 2014.

**DATE:** April 16, 2013

**THE ABOVE MENTIONED REQUEST FOR OFFER (RFO) IS HEREBY AMENDED AS FOLLOWS:**

**1. THE BID OPENING DATE CHANGES TO THURSDAY, APRIL 24, 2014, 10:00 A.M. LOCAL TIME.**

**2. RFO Document Section 004 – Specifications / Scope of Services, Item Description changed to read:**

**4.2 DELIVERY DATES:**

Changed to read:

**4.2.1** The cab and chassis vendor shall deliver a cab and chassis to The truck body vendor no later than 120 days after receipt of City's Purchase Order. Both parties shall execute and deliver to City a joint document confirming to City the date the cab and chassis is delivered to the truck body vendor within 5 days of said delivery.

**4.2.2** The truck body vendor shall complete its installation of equipment and conversion no later than 165 days after receipt of the Cab & Chassis from The cab and chassis vendor , unless extension is granted in writing by the City's Director of Building and Equipment Services, or his designee. The truck body vendor shall notify the cab and chassis vendor in writing of the date the conversion is completed and the unit ready for pick up by the cab and chassis vendor, providing a copy of the notification to City simultaneously.

**4.2.3** The cab and chassis vendor shall complete all work and deliver turnkey units to City no later 285 days after receipt of City's original Purchase Order, unless extension is granted in writing by the City's Director of Building and Equipment Services, or his designee.

**4.3 GENERAL DESCRIPTION OF SCOPE & SERVICES:**

Changed to read:

**4.3.11** **Delivery – All deliveries are to be made inside the City limits of San Antonio. Vendor must deliver equipment between the hours of 8:00 a.m. and 3:00 p.m. (CST) on a City business day. 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. The Manufacturer's Statement of Origin (MSO), invoice and weight certification ticket are required upon delivery of each unit and before payment can be processed. Vehicles with more than 2300 miles accumulated**

on the odometer will not be accepted. All vehicles are required to have a full tank of fuel and DEF fluid, if applicable. Vehicles to be delivered with current State Inspection Decal. Vehicles shall be delivered with current State Inspection Decal. Vendor must deliver equipment to:

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

4.4 ITEM	QUANTITY	DESCRIPTION
1A	14 Each	Brush Collection Grapppler Truck - Chassis (Minimum GVWR 37,000-lbs.)

**SPECIFICATIONS CAB AND CHASSIS:**

Changed to read:

- 4.4.5 Brakes – Full air disc brake with dust shields and ABS brake control system. Brakes to be the maximum O.E.M size offered of disc brakes front and rear to meet or exceed August 2011 Federal brake requirements. Air disc brake internal adjuster's front and rear. Minimum 15 CFM compressor, Midland Pure Air Plus dryer model DA-33100, or proven equal, with a manual drain valve on each tank. It is preferred that the air tanks be grouped together, easily accessible to an operator standing at the side of the truck. If not possible, all air tank drains shall be plumbed to a manifold system where drain valves are at one location, easily accessible to an operator standing at the side of the truck. Spring set parking brakes on rear axle. Quick connect coupling (Milton 747 or equal), connected to the emergency side of air system, to be located in a protected area near the front bumper.

Changed to read:

- 4.4.9 Frame – Minimum 3,200,000-RBM, full re-enforced, "C" channel, heat treated, 110,000-PSI steel. Fenders: 2 double heavy duty steel over rear tires.

Changed to read:

- 4.4.12 Lighting – All lights on cab and chassis and or bodies are to be of LED (Light Emitting Diode) type. If LED front turn signals are not available from the chassis OEM, standard lights may be used. Two strobe lights (WHELEN TIR-6, P/N 01-0663507A33B, SUPER-LED, 500 SERIES DIRECTIONAL WARNING LIGHT or proven equal) will be mounted as high as possible in the grill of the truck. The two (2) front grill mounted strobe lights and rear strobe lights will be wired to be lit whenever the battery disconnect switch is in the "on" position.

Changed to read:

- 4.4.13 Fuel System – To be equipped with minimum capacity of 70-gallons, aluminum or steel tank. Fuel filtration system to include primary and secondary filter with water separator. Fuel filler neck is required to have a, full flow screen. Truck will be delivered with a full fuel tank and DEF fluid, if applicable. Fuel tank and DEF tank shall be mounted street side.

Changed to read:

- 4.4.14 Exhaust System – Muffler with horizontal exhaust tailpipe and defuser. Must extend to the rear of the vehicle to allow for a 22-foot body (termination within two feet of rear axle is acceptable.) A heat shield, installed under frame rails and around the muffler and exhaust pipes, to protect but not interfere with PTO, hydraulic pump or hoses and to keep

excessive heat from radiating to the operator position. Truck will be delivered with a minimum 6 gallon DEF fluid tank.

Changed to read:

4.4.17 Units to be equipped with the following additional equipment:

m) Delete

Added:

q) Loose wheel stud/lug indicators, color orange on all wheels.

r) All Grappler Cab and Chassis keyed alike (1A and 2A)

4.5 ITEM	QUANTITY	DESCRIPTION
1B	14 Each	Truck Body, and Knuckle Boom Loader, mounted on Item 1A.

#### SPECIFICATIONS TRUCK BODIES:

Changed to read:

4.5.7 Lighting – All lighting and reflectors will meet or exceed D.O.T. requirements. Reflectors shall be attached with mechanical fasteners. Stop lights, turn signals, backup, marker, and clearance lights shall be LED-type and mounted to reduce the possibility of damage from contact with brush. Four, high intensity strobe lights (WHELEN TIR-6, P/N 01-0663507A33B, SUPER-LED, 500 SERIES DIRECTIONAL WARNING LIGHT or proven equal) to be installed, one in each corner of the tailgate. The two (2) front grill mounted strobe lights and rear strobe lights will be wired to be lit whenever the battery disconnect switch is in the "on" position. Amber mid-ship clearance/turn signal lights shall be mounted on both sides of body.

Changed to read:

4.5.10 Tool Box – A lockable, watertight, toolbox, approximately 18-inches high X 20-inches wide X 18-inches deep to be mounted on the curb side of vehicle frame, under the body.

Changed to read:

4.5.2.5 A minimum 24" +/- 3" inch work space will be maintained between back of cab and loader and a minimum 12" inch work space between loader and body.

Changed to read:

4.5.2.7 A90-decibel audio alarm will sound when the outriggers are being extended. Two eye hooks capable of securing outriggers in the travel mode will be installed as back up for hydraulic failure.

Changed to read:

4.5.2.12 Hydraulic Reservoir/Lines – Minimum 47-gallon capacity, metal reservoir. Reservoir to be frame mounted street side with replaceable spin on hydraulic filter(s). Minimum 100-mesh strainer to be installed in the suction outlet and a minimum 10-micron filter installed in the return line. An accessible magnet to be installed in tank to eliminate contamination. One quarter (1/4) turn ball valves to be installed on suction and return lines to isolate reservoir. Unit to be equipped with sight gauge and filtered breather. Shall have an electric operated hydraulic oil cooler mounted near oil reservoir tank. Model number ASA Hydraulik #ASATT11RD01 or approved equal. After completion and prior to shipment, the hydraulic oil is to be filtered and certified to meet ISO 18/15/13 standards (4406.1999).

4.6 ITEM	QUANTITY	DESCRIPTION
2A	2 Each	Brush Collection Grappler Truck Chassis (Minimum GVWR 64,000-lbs.)

#### SPECIFICATIONS CAB AND CHASSIS:

Changed to read:

4.6.1.2 Exhaust System – Muffler with horizontal exhaust tailpipe extended to exit in front of rear tires.

Changed to read:

4.6.1.17 Wheels & Tires – All wheels to be 10-hole hub piloted steel disc wheel, 22.5 X 9.0, painted white. Tires to be 315/80R22.5 L. Wheels will have loose wheel indicators installed color orange.

Changed to read:

4.6.1.19 Fuel System – To be equipped with minimum 70-gallon aluminum or steel tank. Fuel filtration system to include primary and secondary type fuel filter(s) with water separator. Full flow strainer must be installed in fuel filler neck. DEF tank to be a minimum of 6-gallons.

Changed to read:

4.6.1.20 Units to be equipped with the following additional equipment:

d) 5-lb., ABC type fire extinguisher securely mounted in the cab.

i) Deleted

o) Ignition and door locks will be keyed alike on Grappler Cab and Chassis purchased (1A and 2A). Three keys will be furnished for each truck delivered. Decal showing the total height of the unit displayed on the dash.

Added:

p) Traffic cone rack and water cooler rack mounted street side.

4.7 ITEM	QUANTITY	DESCRIPTION
2B	2 Each	Roll Off Tilt Frame Hoist and Knuckle Boom Loader, mounted on Item 2A

#### 4.7.1 SPECIFICATIONS ROLL OFF TILT FRAME HOIST

Changed to read:

4.7.1.4 Frame – Constructed of heavy duty material with a minimum 1/2" x 3" bar wear strips. Sub frame units constructed of heavy duty material will have a minimum 8" x 4" x 1/2" main rails and 4" x 2" x 1/2" sub-frame. Outside rollers: ten (10) minimum 4" OD x 2" ID x 3-3/4" long with Aluminum Bronze Bushings. Rollers are to be secured with a collar and bolt. The forward end frame rail must have a hold down front stop and a lock. The hold down to be minimum 1" plate with 3/4" x 3" formed liner. The hoist must have zerkl grease fittings at all wear points. Rear Hinge: must be welded and bolted to the truck frame with 3" heat treated hinge pin and 1 1/2" plate. Outside rails must be provided. Rear Roller: to be a quick change, 8" minimum 3" diameter long life bearing. Fenders: 2 double heavy duty steel over rear tires. Dump angle must not be less than 47-degrees. Unit must be mounted to chassis frame using manufacturer's standard method to keep with chassis manufacturing standards. All electrical wiring will be protected by looms or conduit and terminate in a watertight junction box, unprotected wiring is unacceptable.

Changed to read:

4.7.1.5 Cable System – Cable for hoist will be a minimum of 7/8" – 25' EIPS IWRC and supplied with a rectangular eye fitting and swedge connection. The opening to be approximately 3-5/8," of cast alloy construction and overall length is approximately 12". The sheaves will be 10" in diameter with 2-5/16" bearing surface with aluminum bronze bushings for longer life. Each sheave must be held in place with minimum 2" diameter pins.

Changed to read:

- 4.7.1.6 Hydraulic System – The lifting and reeving cylinders must have a minimum 6" Bore x 72" stroke. . The reeving cylinders must have a minimum 7" bore X 80" stroke The reeving cylinders to have ¼" minimum steel lattice plate top cover over the area of the rod extension. Over reeving limiter must be provided. The hydraulic tank must be frame mounted, have a minimum capacity of 60 gallons, an in-tank micro glass filter (both suction and pressure will be filtered), a hydraulic filter restriction gauge, and constructed with a minimum of 7-gauge steel. Tank to also include a sight gauge, thermometer, and a minimum 3-micron vent filter. A hydraulic sampling device such as (Probilizer) gauge port to connect test equipment, and a fill port, 3/8-inch minimum, must be installed on hydraulic tank. One-quarter (¼) turn ball valves will be installed to isolate the reservoir (suction and return lines) for service and maintenance. All hoses must be high-pressure wire braid construction designed to withstand four times the system pressure. Hydraulic tubing to be zinc dichromate treated to prevent rust.

Changed to read:

- 4.7.1.10 Safety – Must be equipped with a manual container tie down system that will secure all outside or inside rail containers without modifications to, or hold downs on, the container. Strap with integrated ratchet is acceptable. Dash indicator light and audible alert when body is in the up position. Body props, one piece accessible from both sides.

Changed to read:

- 4.7.1.13 Tool Box – Minimum ten (10) gauge painted steel with minimum one eighth inch (1/8") plate top tool box, mounted on the passenger side. Toolbox to be a minimum thirty-six inches (36") in length by eighteen inches (18") wide by twenty-two inches (22") high. Unit to have a door seal with rain gutter, a locking door handle and hinged on bottom to aid access.

#### 4.7.2 SPECIFICATIONS HYDRAULIC LOADER:

Changed to read:

- 4.7.2.5 A minimum 24" +/- 3" inch work space will be maintained between back of cab and loader work space between loader and body.

Changed to read:

- 4.7.2.7 A 90-decibel audio alarm will sound when the outriggers are being extended. Two eye hooks capable of securing outriggers in the travel mode will be installed as back up for hydraulic failure.

4.8 ITEM	QUANTITY	DESCRIPTION
3A	9 Each	Cab and Chassis, Minimum 66,000 lbs. GVWR

#### SPECIFICATIONS CAB AND CHASSIS:

Changed to read:

- 4.8.1 Engine – Minimum 11.9-liter, in-line 6-cylinder turbo charged diesel, charge-air-cooled with electronic control system. Minimum of 435-HP at maximum 2100-RPM. Minimum peak torque rating of 1,550-lb. ft at 1,200-RPM. Dual-element, dry-type air cleaner with cleanable outer element, replaceable safety element, and restriction warning light or indicator on the dash. Engine computer will be programmed to limit maximum road speed to 65-MPH, engine idle time will be limited to 5-minutes, cruise control will not be activated.

Changed to read:

- 4.8.2 Exhaust System – Muffler with vertical exhaust pipe with turn out.

Changed to read:

- 4.8.4 Electrical – Units to be equipped with a minimum of (3) three 12-volt, heavy-duty



batteries (minimum 1800-CCA) and battery disconnect switch. Alternator to be 12-volt, minimum 160-amps, and gauge of lead wires to be sufficient to meet calculated load for this application. All wiring to be abrasion resistant and designated for severe service/heavy-duty use. Circuit breakers, manual reset with trip indicator minimum, to be used in place of fuses in excess of 20-amps. Speedometer, tachometer, odometer, oil pressure, hour meter, fuel level, voltmeter, coolant temperature and air pressure gauges must be installed.

Changed to read:

- 4.8.11 Cab - Conventional type with seating for driver and one passenger, minimum interior width, 80-inches. Maximum insulation (Extreme Climate Thermal Insulation) will be used to reduce engine and exterior heat and noise from penetrating into the cab. Driver seat to be high back bucket type, National Cush-n-Aire, or equal. Passenger seat to be non-suspension two man bench seat. Seat belts will be colored safety orange. Seat belt cover will not be acceptable. Arm rest on both doors. Doors will have power windows and locks. Windows will have factory and aftermarket tinting.

Changed to read:

- 4.8.17 Wheels & Tires - All wheels to be 10-hole hub piloted steel disc wheel, 22.5 X 9.0, painted white. Tires to be 315/80R22.5 L. Wheels will have loose wheel indicators installed color orange. All wheels shall be painted white.

Changed to read:

- 4.8.19 Fuel System - To be equipped with minimum 70-gallon metal tank. Fuel filtration system to include primary and secondary type fuel filter(s) with water separator. Full flow strainer must be installed in fuel filler neck. DEF tank to be a minimum of 6-gallons.

Changed to read:

- 4.8.20 Units to be equipped with the following additional equipment:
- d) 5-lb., ABC type fire extinguisher securely mounted in the cab.
  - i) Deleted
  - o) Ignition and door locks will be keyed alike on all Roll Off trucks purchased (3A). Three keys will be furnished for each truck delivered. Decal showing the total height of the unit displayed on the dash.

Added:

- p) Traffic cone rack and water cooler rack mounted street side.

4.9 ITEM	QUANTITY	DESCRIPTION
3B	9 Each	Roll Off Tilt Frame Hoist with Tarp System, Mounted on Item 3A

#### 4.9.1 SPECIFICATIONS ROLL OFF TILT FRAME HOIST:

Changed to read:

- 4.9.1.4 Frame - Constructed of heavy duty material with a minimum 10" x 4" x 1/2" tubing and 1/2" x 3" bar wear strips. Sub frame units constructed of heavy duty material will have a minimum 8" x 4" x 1/2" main rails and 4" x 2" x 1/4" sub-frame. Outside rollers: ten (10) minimum 4" OD x 2" ID x 3-3/4" long with Aluminum Bronze Bushings. Rollers are to be secured with a collar and bolt. The forward end frame rail must have a hold down front stop and a lock. The hold down to be minimum 1" plate with 3/4" x 3" formed liner. The hoist must have zerk grease fittings at all wear points. Rear Hinge: must be welded and bolted to the truck frame with 3" heat treated hinge pin and 1 1/2" plate. Outside rails must be provided. Rear Roller: to be a quick change, 8" minimum 3" diameter long life bearing. Fenders: 2 double heavy duty steel over rear tires. Dump angle must not be less than 47-degrees. Unit must be mounted to chassis frame using manufacturer's

standard method to keep with chassis manufacturing standards. All electrical wiring will be protected by looms or conduit and terminate in a watertight junction box, unprotected wiring is unacceptable.

Changed to read:

- 4.9.1.5 Cable System – Cable for hoist will be a minimum of 7/8" – 25' EIPS IWRC and supplied with a rectangular eye fitting and swedge connection. The opening to be approximately 3-5/8," of cast alloy construction and overall length is approximately 12". The sheaves will be 10" in diameter with 2-5/16" bearing surface with aluminum bronze bushings for longer life. Each sheave must be interchangeable and held in place with minimum 2" diameter pins.

Changed to read:

- 4.9.1.6 Hydraulic System – The reeving cylinders must have a minimum 7" Bore x 80" stroke. The reeving cylinders to have 1/4" minimum steel lattice plate top cover over the area of the rod extension. Over reeving limiter must be provided. The lift cylinders must have a 6" Bore x 72" stroke. The hydraulic tank must be frame mounted, have a minimum capacity of 60 gallons, an in-tank micro glass filter (both suction and pressure will be filtered), a hydraulic filter restriction gauge, and constructed with a minimum of 7-gauge steel. Tank to also include a sight gauge, thermometer, and a minimum 3-micron vent filter. A hydraulic sampling device such as (Probilizer) gauge port to connect test equipment, and a fill port, 3/8-inch minimum, must be installed on hydraulic tank. One-quarter (1/4) turn ball valves will be installed to isolate the reservoir (suction and return lines) for service and maintenance. All hoses must be high-pressure wire braid construction designed to withstand four times the system pressure. Hydraulic tubing to be zinc dichromate treated to prevent rust.

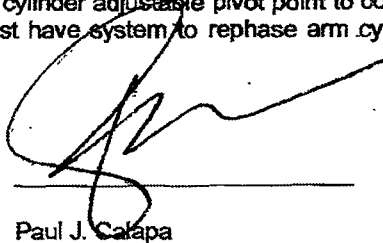
#### 4.9.2 SPECIFICATIONS TARP SYSTEM:

Changed to read:

- 4.9.2.1 Stellar SIAT with 2 piece arms and adjustable tower, or approved equal. Telescoping tower system, with automatic arm kit, Stellar SIAT with 3 piece arms and adjustable tower, or approved equal. Tarping system to be powered by chassis hydraulic system. Tower to be hydraulically adjustable from 72-inches (Lowered) to 120-inches (Raised).

Changed to read:

- 4.9.2.2 Arm kit to be 2 piece design with hydraulic cylinder adjustable pivot point to compensate for different container lengths. Tarper must have system to rephase arm cylinders for synchronizing.



Paul J. Calapa  
Purchasing Administrator  
Finance Department, Purchasing Division



## City of San Antonio

### ADDENDUM II

**SUBJECT:** Request For Offer 6100004279 GRAPPLERS AND ROLL OFF HOIST TRUCKS  
scheduled to open Thursday, April 24, 2014 date of issue April 3, 2014.

**DATE:** April 22, 2014

**THE ABOVE MENTIONED REQUEST FOR OFFER (RFO) IS HEREBY AMENDED AS FOLLOWS:**

**1. THE BID OPENING DATE REMAINS THURSDAY, APRIL 24, 2014, 10:00 A.M. LOCAL TIME.**

**2. RFO Document Section 004 – Specifications / Scope of Services, Item Description changed to read:**

**4.3 GENERAL DESCRIPTION OF SCOPE & SERVICES:**

<b>4.4 ITEM</b>	<b>QUANTITY</b>	<b>DESCRIPTION</b>
<b>1A</b>	<b>14 Each</b>	<b>Brush Collection Grapppler Truck - Chassis (Minimum GVWR 37,000-lbs.)</b>

**SPECIFICATIONS CAB AND CHASSIS:**

Changed to read:

**4.4.9 Frame – Minimum 3,200,000-RBM, full re-enforced, "C" channel, heat treated, 110,000-PSI steel.**

<b>4.5 ITEM</b>	<b>QUANTITY</b>	<b>DESCRIPTION</b>
<b>1B</b>	<b>14 Each</b>	<b>Truck Body, and Knuckle Boom Loader, mounted on Item 1A.</b>

**SPECIFICATIONS TRUCK BODIES:**

Changed to read:

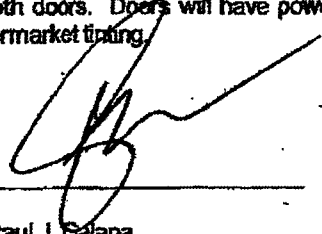
**4.5.2.5 A minimum 12" to 24" inch work space will be maintained between back of cab and loader and a minimum 24" +/- 3" inch work space between loader and body**

<b>4.8 ITEM</b>	<b>QUANTITY</b>	<b>DESCRIPTION</b>
<b>3A</b>	<b>9 Each</b>	<b>Cab and Chassis, Minimum 66,000 lbs. GVWR</b>

**SPECIFICATIONS CAB AND CHASSIS:**

Changed to read:

- 4.8.11 Cab - Conventional type with seating for driver and one passenger, minimum interior width, 70-inches. Maximum insulation (Extreme Climate Thermal Insulation) will be used to reduce engine and exterior heat and noise from penetrating into the cab. Driver seat to be high back bucket type, National Cush-n-Aire, or equal. Passenger seat to be non-suspension two man bench seat. Seat belts will be colored safety orange. Seat belt cover will not be acceptable. Arm rest on both doors. Doors will have power windows and locks. Windows will have factory and aftermarket tinting.



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Paul J. Salapa  
Purchasing Administrator  
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