

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

FORMAL INVITATION FOR BID ("IFB") NO.: 6100003104

**HEAVY EQUIPMENT**

Date Issued: JULY 11, 2013

**ORIGINAL**

**BIDS MUST BE RECEIVED NO LATER THAN:**  
**2:00 PM JULY 31, 2013**

Bids may be submitted by any of the following means:

Electronic submission through the Portal

Hard copy in person or by mail

Address for hard copy responses:

Physical Address:

City Clerk's Office

100 Military Plaza

2<sup>nd</sup> Floor, City Hall

San Antonio, Texas 78205

Mailing Address:

City Clerk's Office

P.O. Box 839966

San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"HEAVY EQUIPMENT"

Bid Due Date: 2:00 p.m., JULY 31, 2013

Bid No.: 6100003104

Bidder's Name and Address

Bid Bond:

Performance Bond:

Payment Bond:

Other:

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NOT APPLICABLE

DBE / ACDBE Requirements:

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

Pre-Submittal Conference \* YES

\* If YES, the Pre-Submittal conference will be held on JULY 15, 2013 at 10:00 A.M. at FLEET TRAINING ROOM, 329 S. FRIO, SA, 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,

JH 7/31/2013

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### 003 - INSTRUCTIONS FOR BIDDERS

#### Submission of Bids.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

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

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

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

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

#### Pre-Submittal Conference.

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

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

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

#### Changes to IFB.

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

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

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

#### Preparation of Bids.

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

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

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

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

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

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

#### Description of Supplies.

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

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

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

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

#### Estimated Quantities for Annual Contracts.

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

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

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

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

Interlocal Participation.

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

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

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

Rejection of Bids.

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

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

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

The bid is conditional; or

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

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

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

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

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

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

Evaluation and Award of Contract.

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

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

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

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

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

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

#### Inspection of Facilities/Equipment.

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

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

#### Prompt Payment Discount.

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

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

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

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

#### Bid Protest Procedures.

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

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

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

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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 spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

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



## 004 - SPECIFICATIONS / SCOPE OF SERVICES

- 1.1 SCOPE:** The City of San Antonio is soliciting bids for a contract to purchase 31 heavy equipment units in accordance with the specifications listed herein. This equipment will be utilized by Aviation, Convention Sports and Entertainment Facilities, Solid Waste Management, Parks & Recreation, and Public Works departments for various construction and/or repair projects across the City.
- 4.2 GENERAL CONDITIONS:** The following general conditions will apply to all items within this bid unless specifically excluded within any item.
- 4.2.1** Equipment shall be manufacturer's latest design, standard production model and shall have been manufactured within the last 12 months from the date of delivery to City. All components shall be installed new, unused, and shall be manufacturer's standard equipment unless otherwise specified or replaced herein. Equipment is to be inspected, serviced, and adjusted in accordance with manufacturer's recommended pre-delivery checklist, and ready for operation upon delivery. Manufacturer's Statement of Origin (MSO) showing manufacture within the last 12 calendar months, and completed pre-delivery checklists will be required at delivery. Equipment offered under the below listed specifications will be considered unacceptable if, for any reason, the equipment's, or major component's, long term availability on the U.S. market, or in the local area, is in doubt.
- 4.2.2** Equipment must include the maximum standard manufacturer's warranty on all components, with parts and service included. All components, parts and service shall include, as a minimum, a one year unlimited mileage/hours warranty. All warranty times shall start the date the vehicle is placed in service as determined by the City, not on the delivery date. The dealer will be notified by letter of the in-service date of each vehicle by serial number. Bidder shall fully explain the warranty by attaching separate, authenticated correspondence or entering such information in the remarks section of this bid. Warranty, reliability, and replacement captive parts costs and availability shall be a consideration in award of this bid. Warranty parts and service must be available within 50 mile radius of San Antonio City Hall from and by a factory-authorized dealer (NO EXCEPTIONS). In the event that a unit purchased from a vendor requires transportation outside of Bexar County for a repair covered under warranty, that vendor shall be responsible for paying for all cost associated with the transportation to and from the warranty repair facility. If the vendor chooses to travel to inspect the unit to determine if the repair needed is covered under warranty, all expenses shall be paid for by the vendor. All warranty repairs must be completed within three (3) business days from the date equipment is delivered to the vendor unless otherwise approved by the appropriate City of San Antonio BESD Fleet Operations Manager or designate. Bidders must certify that all repairs needed after the warranty period will be available within 50 mile radius of San Antonio City Hall.
- 4.2.3** Delivery – All equipment must be delivered to Brooks City Base, 8220 Lindbergh Landing, Building 1106: San Antonio, TX 78235. 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. This is done so that the City may coordinate training sessions with the end users on various equipment. Contact Fleet Acquisitions Office at (210) 207-4600 for delivery questions. Vehicles with more than 100 miles or 8 hours accumulated on the odometer/hour meter will not be accepted. All units are required to have a full tank of fuel when delivered to City specified location.
- 4.2.4** Equipment Manuals – Successful bidder shall furnish one set of operator manuals covering all major components of the vehicle for each unit delivered. Successful bidder shall also provide two (2) complete sets of repair and parts manuals or CDs for each item bid, to include all major components, or prepaid 8-year subscription to manufacturer's maintenance/parts web site at no cost to the City. If, applicable, successful bidder shall provide a minimum (2) diagnostic software licenses and or software updates if diagnostic software is already currently being used by the City for a minimum (5) years after date of delivery.
- 4.2.5** Training – The City may require operational and maintenance training for equipment. If so, training shall be provided by a qualified instructor and conducted at a designated City facility. The City will not pay any cost incurred by the successful bidder in providing training. Training shall be provided no later than 30 days after the City takes delivery and accepts the new equipment at the specified City facility. Unless otherwise specified, training shall consist of a minimum (1) eight hour day. Payment for new equipment will not be made to successful bidder until training is completed. Operator training shall be coordinated with Fleet Operations staff.

For equipment requiring more complex operation the City may require job site operational training that could last multiple days to assure proper machine operation.

- 4.2.6 Demonstrations – The City may request, from selected vendors, a demonstration of proposed equipment. The City is under no obligation to demo all products proposed by vendors. If a demonstration is required, the City's Fleet Operations Manager will contact the vendor to schedule the product demonstration. This request will be considered an integral part of the bid process. Failure to comply may result in the bid being deemed non-responsive, and therefore, not considered for award. Upon request, the vendor shall have a minimum of five (5) working days to provide and deliver the equipment to a location specified by City for the demonstration. The vendor shall make the equipment available for a minimum of five (5) working days at City's location, but not to exceed ten (10) working days.
- 4.2.7 Evaluation – In the event that a demonstration is required, the equipment will be evaluated to determine if the unit meets the minimum bid specifications at the City's discretion.
- 4.2.8 All prices will be quoted F.O.B., designated City of San Antonio facility. All bids will be submitted in triplicate and will include complete manufacturer's specifications for each model being bid.
- 4.2.9 **A pre-bid conference will be conducted at July 15, 2013, @ 10:00 a.m. Location will be at the Building and Equipment Services Department, Fleet Training Room, 329 S. Frio, San Antonio, Texas 78207.**
- 4.2.10 Any equipment furnished must meet all Federal and State safety requirements and if applicable must be certified as minimum Tier III emissions compliant. Tier IV shall be offered if available. 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.
- 4.2.11 The City reserves the right to reject any and all bids, and to waive irregularities and any requirements of the bid if deemed to be in the best interest of the City.
- 4.2.12 Units shall be equipped with OEM, or equal, warning and shut down systems for low oil pressure and or high coolant temperature at a minimum. This requirement **applies to all** bid line items.

4.3	ITEM	QUANTITY	DESCRIPTION
	1A	3 Each	Forklift, 6,000 lbs., LPG

#### **SPECIFICATIONS:**

- 4.3.1 Engine - Minimum, 50 SAE HP at recommended manufacture RPM, LPG powered engine with electronic governor and automatic engine protection/shutdown system. Must be EPA compliant fuel system and U.L. classified type LP.
- 4.3.2 Transmission - Power shift automatic torque converter type with minimum one (1) forward and one (1) reverse gear. All configurations to have neutral safety start switch and single lever control for reversing directions.
- 4.3.3 Brakes - Hydraulic service brakes, with parking brake.
- 4.3.4 Steering - Power assisted.
- 4.3.5 Safety Equipment – Roll over Protection System (ROPS) to meet OSHA standard. Safety seat with lateral restraints, seat belt and latching seat deck.
- 4.3.6 Mast – Mast shall be of triple stage design with sideshift. Forward mast tilt minimum five (5) degree, rear tilt minimum five (5) degrees.
- 4.3.7 Load Capacity - Unit to be rated at 6,000 lbs., on 24 inch load center. Fork length to be minimum 42" inches.
- 4.3.8 Tires - Manufacturer's standard (NO FLAT) pneumatic.

- 4.3.9 Hydraulic System - Protected with return line filter and suction screen.
- 4.3.10 Operators Station - Audible back-up alarm, low LPG fuel warning light, amber strobe light mounted to top of OHG, dual (2) OHG front mounted adjustable head lights, tail lights and turn signals, cowl mounted control levers, tilt steering wheel, Minimum one (1) Rear view convex mirror and hour meter. Minimum two keys shall be provided.
- 4.3.11 Fuel Tank(s) – Unit shall include two (2) LPG tanks, size will be 43#. One shall be delivered installed on the unit and filled to capacity and the other one will be empty spare.

4.4	ITEM	QUANTITY	DESCRIPTION
	1B	1 Each	Forklift, 8,000 lbs., LPG

#### **SPECIFICATIONS:**

- 4.4.1 Engine – Minimum, 80 SAE HP at recommended manufacture RPM, LPG powered engine with electronic governor and automatic engine protection/shutdown system. Must be EPA compliant fuel system and U.I. classified type LP.
- 4.4.2 Transmission – Power shift automatic torque converter type with minimum one (1) forward and one (1) reverse gear. All configurations to have neutral safety start switch and single lever control for reversing directions.
- 4.4.3 Load Capacity - The forklift shall have a minimum lift capacity of 8,000 lb. @ 24 inch load center.
- 4.4.4 Mast – Mast will need to be of triple stage design. Forward mast tilt minimum five (5) degrees, rear tilt minimum five (5) degrees.
- 4.5 Forks – Class III pallet forks. Max fork height must be a minimum of 180 inches. Forks must be a minimum 1.5 inch thick and 4.5 inches wide X 42 inches long. ITA class III side shift capability with minimum 38 inch fork spread and 5 inch total side shift.
- 4.4.6 Accessories - Power steering, Audible back-up alarm, low LPG fuel warning light, amber strobe light mounted to top of OHG, dual (2) OHG mounted adjustable head lights, tail lights and turn signals, cowl mounted control levers, tilt steering wheel, Minimum one (1) Rear view convex mirror and hour meter. Minimum two keys shall be provided.
- 4.4.7 Fuel Tank(s) – Unit shall include 2 (two) LPG tanks, size will be 43#. One shall be delivered installed on the unit and filled to capacity and the other will be an empty spare.
- 4.4.8 Tires – Tires shall be cushion, non-marking type.

4.5	ITEM	QUANTITY	DESCRIPTION
	1C	1 Each	Forklift, 8,000 lbs., Diesel

#### **SPECIFICATIONS:**

- 4.5.1 Engine – Minimum 70 SAE HP at recommended manufacture RPM, Diesel powered engine with electronic governor and automatic engine protection/shutdown system.
- 4.5.2 Transmission – Power shift automatic torque converter type with minimum one (1) forward and one (1) reverse gear. All configurations to have neutral safety start switch and single lever control for reversing directions.
- 5.3 Load Capacity - The forklift shall have a minimum lift capacity of 8,000 lb. @ 24 inch load center.
- 4.5.4 Mast – Mast will need to be of triple stage design. Forward mast tilt minimum five (5) degrees, rear tilt minimum five (5) degrees.

- 4.5.5 Forks – Class III pallet forks. Max fork height must be a minimum of 180 inches. Forks must be a minimum 1.5 inch thick and 4.5 inches wide X 42 inches long. ITA class III side shift capability with minimum 38 inch fork spread and 5 inch total side shift.
- 4.5.6 Accessories - Power steering, Audible back-up alarm, fuel gauge, amber strobe light, dual (2) OHG mounted adjustable head lights, tail lights and turn signals, cowl mounted control levers, tilt steering wheel, Minimum one (1) Rear view convex mirror and hour meter. Minimum two keys shall be provided.
- 4.5.7 Tires – Tires shall be pneumatic type.

4.6	ITEM	QUANTITY	DESCRIPTION
	<b>2A</b>	<b>2 Each</b>	<b>Loader / Backhoe, 4WD, Enclosed Cab</b>

#### **SPECIFICATIONS:**

- 4.6.1 Engine – Diesel, minimum 87 SAE net horsepower (H.P.) rated at manufacturer's suggested RPM. Fuel tank capacity at minimum 30 gallons, full flow spin-on oil filter, dry-type replaceable air filter. Twelve (12) volt starting system at manufacturers suggested ampere per hour recharging capability.
- 4.6.2 Drive Train – Minimum of four (4) forward and two (2) reverse gears with speeds ranging from 3.0 mph to 20.0 mph. Steering will be power hydrostatic or equal. Four-wheel drive (4WD).
- 4.6.3 Tires – Adequate size for front end loader and tractor loads, must maintain tractor in a level attitude. Rear, adequate size for backhoe bucket and tractor loads.
- 4.6.4 Instrument Panel – Gauges and warning lights to measure engine water temperature, tachometer/hour meter, fuel level gauge, converter oil temperature, voltmeter, air cleaner restriction, alternator, A/C low/high pressure, cold start, engine oil pressure, hydraulic oil filter bypass, parking brake, and low fuel. Audible alarms for coolant temperature, engine oil pressure, parking brake engagement, shuttle engagement and backup alarm.
- 4.6.5 Backhoe – Minimum six (6) cubic foot capacity.
- 4.6.6 Loader – Bucket with heaped capacity at .75 cubic yard or greater.
- 4.6.7 Operator's Area – Enclosed pressurized cab with air conditioning and heater/defroster system. Cab meets SAE ROPS/FOPS requirements, dual entry. Seat is heavy-duty suspension with armrests and 2 inch retractable seat belt. Steering column is tilt able. Cab also contains AM/FM radio, sun visor, hand and foot throttle, interior rearview mirror, and dome light. Four (4) front and rear work lights, horn, warning buzzer, hazard flashers, and turn signals. One (1) 12-volt power socket. Front/rear windshield wiper/washer, and four (4) OEM tinted side windows that open fully or partially. Slow moving vehicle emblem attached to left rear and an amber colored strobe light mounted to the top of the cab shall be provided.

4.7	ITEM	QUANTITY	DESCRIPTION
	<b>2B</b>	<b>1 Each</b>	<b>Loader / Backhoe, 4WD, Open Cab</b>

#### **SPECIFICATIONS:**

- 4.7.1 Engine – Diesel, minimum 87 SAE net horsepower (H.P.) rated at manufacturer's suggested RPM. Fuel tank capacity at minimum 30 gallons, full flow spin-on oil filter, dry-type replaceable air filter. Twelve (12) volt starting system at manufacturers suggested ampere per hour recharging capability.
- 4.7.2 Drive Train – Minimum of four (4) forward and two (2) reverse gears with speeds ranging from 3.0 mph to 20.0 mph. Steering will be power hydrostatic or equal. Four-wheel drive (4WD).
- 4.7.3 Hydraulic System – Pump output must accommodate hydraulic breaker/hammer attachment. Unit shall have hydraulic valves, hoses and controls for hydraulic breaker.

- 4.7.4 Tires – Adequate size for front end loader and tractor loads, must maintain tractor in a level attitude, high flotation. Rear, adequate size for backhoe bucket and tractor loads, high flotation.
- 4.7.5 Instrument Panel – Gauges and warning lights to measure engine water temperature, tachometer/hour meter, fuel level gauge, converter oil temperature, voltmeter, air cleaner restriction, alternator, cold start, engine oil pressure, hydraulic oil filter bypass, parking brake, and low fuel. Audible alarms for coolant temperature, engine oil pressure, parking brake engagement, shuttle engagement and backup alarm.
- 4.7.6 Backhoe/Attachments – Minimum six (6) cubic foot capacity quick change bucket and a hydraulic breaker. Hydraulic breaker shall have a conical tool shank diameter minimum of 3" inches and be rated at a minimum 1,000 ft-lbs. Energy Class.
- 4.7.7 Loader – Loader bucket with heaped capacity at .75 cubic yard or greater.
- 4.7.8 Operator's Area – Open canopy cab meets SAE ROPS/FOPS requirements, dual entry. Seat is heavy-duty suspension with armrests and 2 inch retractable seat belt. Steering column is tilt able. Cab also contains sun visor, hand and foot throttle, and interior rearview mirror. Four (4) front and rear work lights, horn, warning buzzer, hazard flashers, and turn signals. One (1) 12-volt power socket. Slow moving vehicle emblem attached to left rear and an amber colored strobe light mounted to the top of the cab shall be provided.

4.8	ITEM	QUANTITY	DESCRIPTION
	3	3 Each	Trailer Mounted Trash Pumps

#### **SPECIFICATIONS:**

- 4.8.1 Engine – Diesel, minimum 71 horsepower at 2,200 RPM. Full flow spin on oil filter and replaceable dry type air cleaner. Coolant protection to a minimum -20 degrees. Automatic shut down for low oil, high coolant temperature and manual shut down for belt breakage. A mechanical governor that will allow engine speed to be adjustable to operate the pump between minimum and maximum design operating speeds. Unit shall have an auto-start capable panel.
- 4.8.2 Trailer - The pump and engine to be trailer mounted with pintle type trailer hitch. Trailer to be single axle and have tires of adequate size with the required load range ratings. Trailer must be equipped with fenders, front and rear reflectors, and receptacle for towing vehicle. Trailer shall have electric brakes and a safety breakaway system. Trailer design must be in compliance with applicable D.O.T. regulations. Minimum sixty (60) gallon fuel tank.
- 4.8.3 Pump – Close coupled centrifugal with vacuum priming compressor mounted to engine. A minimum 6' suction and 6" discharge pump capable of a minimum flow rate of 2700 gallons per minute and up to 150' feet of head. All cast iron construction with cast chromium steel impeller. Unit must handle raw sewage, slurries and liquids with solids up to three inches (3"). Solids handling ball type none return valve with renewable flexible rubber seat and quick release access design. Continuously operated air ejector priming device requiring no periodic adjustment or control.
- 4.8.3 Pump Suction and Discharge Flanges – Cast iron in accordance with ANSI (B16.1) class 150 raised face. Pump gaskets to be compressed fiber and or Teflon. Pump must be fully automatic, needing no form of adjustment on priming system. The pump must be capable of static suction lifts to 28', vertical, at sea level. It must also be capable of operation using extended suction lines.

4.9	ITEM	QUANTITY	DESCRIPTION
	4	2 Each	Loader, Skid Steer, with Auger, Mini Excavator and Pallet Forks

#### **SPECIFICATIONS:**

- 4.9.1 Engine – Diesel, water-cooled, minimum 55 SAE net horsepower, spin on dry type oil filter, dry type air filter.

- 4.9.2 Controls – Hand controls or joysticks will control speed, direction, boom and bucket operations.
- 4.9.3 Transmission – Hydrostatic, protected by replaceable cartridge filter.
- 4.9.4 Hydraulic system – Unit shall provide a hydraulic flow capable of operating auger, mini backhoe bucket and pallet fork assembly. Auxiliary quick disconnect hydraulics for attachments with flat face couplers.
- 4.9.5 Brakes – Hydrostatic with parking brake.
- 4.9.6 Performance Specifications – Operating weight minimum of 6,000 lb. without additional weights, SAE operating load minimum 1,800 lbs. If required, the proper amount of counterweights shall be provided if recommended with attachments.
- 4.9.7 Tires – Minimum 10X16.5, Heavy Duty bar lug type tires.
- 4.9.8 Attachments – Dirt and Foundry Bucket, minimum 60" inches wide with edge. Unit shall have a minimum 36" diameter auger assembly, a 48" inch pallet fork assembly and a mini backhoe with minimum 18" wide bucket. Mini backhoe shall be operated from in-cab controls and shall have a swing boom with a minimum 6' ft. digging depth. All attachments shall be "quick change" type.
- 4.9.9 Safety Equipment – OSHA standard ROPS/FOPS with safety screens on sides and rear window to reduce engine noise, warning horn, backup alarm, starting safety mechanism, seat belt and hourmeter. Four work lights, two front and two rear. Unit shall be equipped with four (4) lifting eyes.

4.10	ITEM	QUANTITY	DESCRIPTION
	5	1 Each	<b>Loader, 4-Wheel Drive, Articulated, Minimum 3 CY capacity</b>

#### **SPECIFICATIONS:**

- 4.10.1 Engine - Diesel, minimum 149 SAE rated net HP. Water cooled and protected to -20 degree F, dry type two-stage air cleaner with service indicator, full flow oil filter and two-stage fuel filter. Shall include engine pre-cleaner with extension. Automatic hydraulic-driven cooling fan with reverse rotation.
- 4.10.2 Torque Converter & Transmission – Hydrostatic Drive acceptable.
- 4.10.3 Axle, Differentials & Final Drives - Heavy duty semi floating axles, except for units with outboard planetary systems. Torque proportioning differential, positive traction or selective hydraulic differential lock.
- 4.10.4 Brakes – Hydraulically actuated, wet disc brakes actuate on all four wheels with parking brake.
- 4.10.5 Steering - Center pivot articulated design with power steering and double acting steering cylinders.
- 4.10.6 Hydraulic System –. Hydraulic system pump pressure and GPM shall be rated to operate unit and all requested attachments.
- 4.10.7 Tires – 20.5R25, Bias type, minimum 10 ply. Rims shall be equipped with valve stem protectors. Unit shall have half front fenders and full rear fenders and bottom power train guard.
- 4.10.8 Weight - Minimum, 25,000 lbs. base operating. Static tipping load not to exceed 21,000 lb. at full turn, with optional counterweight and ROPS cab.
- 4.10.9 Attachments – Light material, minimum SAE rated capacity three (3.0) cubic yard heaped. Bucket will be equipped with a heavy duty bolt-on type cutting edge. Shall be equipped with JRB hydraulic quick coupler for use with existing attachments. Will also include JRB Grapple Bucket. Unit shall be plumbed with hydraulics and operator controls to operate additional grapple bucket..
- 4.10.10 Lighting - Minimum of four (4) headlight/working and two (2) rear flood/working lights, tail and stop lights, turn signal with 4-way flash.

- 4.10.11 Safety - Back-up alarm and lamp with horn. Rear view mirror, SMV emblem attached to left rear.
- 4.10.12 Cab – Enclosed ROPS/FOPS cab with OEM tinted safety glass windows, air conditioned heater with defroster, AM/FM radio, windshield washer, front and rear wipers, reclining suspension seat with seat belt and sun visor. One 12-volt power port. Steering wheel shall be tilt. Window guards installed on all windows.
- 4.10.13 Instruments - Standard instrument gauges to include; speedometer, tachometer, hourmeter, engine water temperature, fuel level, hydraulic temperature. Standard instrument warning indicators and lights to include; engine oil pressure, engine oil level, air cleaner restriction, parking brake, water level, battery charge, directional indicator, engine water temperature, fuel level, hydraulic temperature.
- 4.10.14 Vandalism Protection – Full OEM vandalism protection package to include locking engine panels, lighting covers, fluid cap locking devices, battery box cover with locking device, tool box with locking device, instrument cover with locking device(s). All locks shall be keyed alike and unit shall have an electrical master cut-off switch.

4.11	ITEM	QUANTITY	DESCRIPTION
	6	2 Each	Loader, 4-Wheel Drive, Articulated, Minimum 5 CY

#### **SPECIFICATIONS:**

- 4.11.1 Engine – Diesel, minimum 190 SAE rated net Horsepower. Water cooled and protected to -20 degree F, dry type two-stage air cleaner with service indicator, full flow oil filter and two-stage fuel filter with water separator. Shall include engine pre-cleaner with extension. Programmable hydraulic-driven engine cooling fan with reverse rotation. Engine protection system for low oil pressure, high engine or hydraulic temperature.
- 4.11.2 Transmission - Automatic torque converter & minimum four speed transmission – Hydrostatic Drive acceptable.
- 4.11.3 Axle, Differentials & Final Drives – Heavy duty semi floating axles, except for units with outboard planetary systems. Torque proportioning differential, positive traction or selective hydraulic differential lock.
- 4.11.4 Brakes – Hydraulically actuated, wet disc brakes actuate on all four wheels.
- 4.11.5 Steering – Center pivot articulated design with power steering and double acting steering cylinders.
- 4.11.6 Tires – 23.5 R 25 - L3, 12 ply. Rims shall be equipped with valve stem protectors. Unit shall have rear full fenders and bottom power train guard.
- 4.11.7 Weight – Minimum, 39,000 lbs. basic operating weight with 23.5 X 25 tires and optional counterweights. Static tipping load not to exceed 30,000-lb. at full turn, with optional counterweight and ROPS and cab.
- 4.11.8 Attachments – Light material, minimum SAE rated capacity 5 cubic yard heaped. Minimum dump clearance at 45 degree angle will be 110" inches. Bucket will be equipped with a heavy duty bolt-on type cutting edge. Shall be equipped with JRB hydraulic quick coupler for use with existing attachments. Will also include JRB Scrap Grapple Bucket - QC600SRGR. Unit shall be plumbed with hydraulics and operator controls to operate additional grapple bucket.
- 4.11.9 Lighting – Minimum of four (4) headlight/working lights and two (2) rear working/flood lights, tail and stop lights, turn signal with 4-way flash.
- 4.11.10 Safety – Back-up alarm and lamp with horn. Rear view mirror, SMV emblem attached to left rear.
- 4.11.11 Cab – ROPS/FOPS cab with tinted safety glass windows, air conditioning, heater with defroster, AM/FM radio, windshield washer, front and rear wipers, reclining suspension seat with seat belt and sun visor. One (1) 12-volt power port. Steering wheel shall be tilt. Window guards installed on all windows.
- 4.11.12 Instruments – Standard instrument gauges to include; speedometer, tachometer, hourmeter, engine water temperature, fuel level, hydraulic temperature. Standard instrument warning indicators and lights to include;

engine oil pressure, engine oil level, air cleaner restriction, parking brake, water level, battery charge, directional indicator, engine water temperature, turn signals, high beam, fuel level, hydraulic temperature.

4.11.13 Vandalism Protection – Full OEM vandalism protection package to include locking engine panels, lighting covers, fluid cap locking devices, battery box cover with locking device, tool box with locking device, instrument cover with locking device(s). All locks shall be keyed alike and unit shall have an electrical master cut-off switch.

4.11.14 Loader shall a dump height fully raised of a minimum of 117.4 inches

4.12	ITEM	QUANTITY	DESCRIPTION
	7	1 Each	Dozer/Tractor, Tracked

#### **SPECIFICATIONS:**

4.12.1 Engine – Diesel, water cooled minimum 260 SAE net horsepower. Full flow, two stage fuel filtering with water separator, double element dry type air cleaner with turbo type pre-cleaner, and service indicator. Engine protection system for low oil pressure, high engine or hydraulic temperature.

4.12.2 Transmission – Minimum of three (3) speeds forward and two (3) reverse or infinitely variable. Gearshift lock lever and neutral switch to prevent accidental start up.

4.12.3 Steering/Controls – Hand operated steering. Hand operated control levers for rear attachments, and blade tilt and angle. Unit shall have a lock-out feature for preventing inadvertent operation of the hydraulic work tool attachments.

4.12.4 Final Drive – Double reduction final drive of spur and planetary gear sets.

12.5 Undercarriage – Lower rollers and one (1) self adjusting idler support on each side, tracks and rollers all sealed. Heavy duty track shoes, at a minimum 22" inches wide. Maximum ground pressure 11 lbs. PSI.

4.12.6 Blade – Semi-U Blade shall have a capacity of a minimum 9 cu yd with trash guard on top of blade and with lift and tilt operation..

4.12.7 Operating Weight – Minimum basic operating weight 60,000 lbs.

4.12.8 Cab – ROPS all weather pressurized and sound suppressed cab with factory installed heat/defrost air conditioning (roof mounts are not acceptable, however rear cab mounted is acceptable) and cab filters. Unit shall have adjustable (reclining, and turn) high back, suspension seat with bolsters and adjustable armrests, windows and windshield to be tinted safety glass, and a 2" wide retractable seat belt. Cab shall include rear view mirror and intermittent wipers. Cab mounted rotating beacon, AM/FM radio, dash lighting, and 20 lb. ABC rated fire extinguisher with mount.

4.12.8 Electrical and Instrumentation –. Engine oil temperature and pressure gauge, hydraulic oil temperature gauge, hour meter, tachometer, ammeter, fuel gauge, transmission gear indicator and power train oil temperature gauge, blade tilt and angle. 12 volt accessories outlet. Back-up alarm and forward warning horn shall be provided. Unit shall have a ground level service center with remote electrical disconnect and secondary shutdown switch.

4.12.9 Full Landfill guarding package installed.

4.12.10 Vandalism Protection - Full OEM vandalism protection package to include locking engine panels, lighting covers, fluid cap locking devices, battery box cover with locking device, tool box with locking device, instrument cover with locking device(s). All locks shall be keyed alike and unit shall have an electrical master cut-off switch.

4.13	ITEM	QUANTITY	DESCRIPTION
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**SPECIFICATIONS:**

- 4.13.1 Engine – Diesel, minimum 125 SAE net flywheel horsepower. Full flow, two stage fuel filtering with water separator, double element dry type air cleaner with turbo type pre-cleaner, and service indicator. Engine protection system for low oil pressure, high engine or hydraulic system temperature.
- 4.13.2 Transmission – Hydrostatic or Countershaft or planetary type transmission, single stage and torque converter driven. Shall have a minimum of three (3) speeds forward and three (3) reverse or infinitely variable.
- 4.13.3 Steering – Foot or hand operated (combination of hand or foot acceptable) with multiple disc or contracting band type brake system controlling each track separately.
- 4.13.4 Final Drive – Double reduction with pinion/bull gear arrangement or planetary. A sprocket inner bearing seal trash guard will be provided on each side. High drive is acceptable.
- 4.13.5 Undercarriage – Box section track frame construction with lower rollers and one (1) idler (carrier) rollers on each side, tracks and rollers all sealed and permanently lubricated. Sprocket and idler will be protected by (inner and outer) rock guards. Track frame covers and sprocket guards will be provided as well as hydraulic track adjusters. Full length, heavy duty, bottom/drive train protection with pull/tow hook. Track guides required front and rear. Track shoes, minimum 28 inches wide, and full heavy duty grousers. Maximum ground pressure 5.0 PSI. Track rails to be abrasion resistant, sealed and lubricated.
- 4.13.6 Power Tilt/Angle Blade – Straight blade, 3.4 cu yard capacity, hydraulically actuated and equipped with hydraulic tilt and angle controls.
- 4.13.7 Drawbar – Ridged, heaviest duty available, with pin.
- 4.13.8 Cooling System – Heavy duty grill and brush screen, anti-sand blast or armored core radiator. Reversible fan. Cooling System to be protected to -20° F.
- 4.13.9 Operating Weight – Minimum basic operating weight 29,000 lbs.
- 4.13.10 Cab – All weather pressurized OSHA Standard ROPS/FOPS cab with air conditioning and heater with defroster (roof mounted air conditioning is not acceptable, however rear cab mounted is acceptable). Adjustable high back, suspension seat, windows and windshield to be tinted safety glass, neutral start mechanism, seat belts. Two (2) front and two (2) rear floodlights, front and rear LED strobe lights mounted in protected areas, AM/FM radio, dash lighting, parking brake.
- 4.13.11 Electrical and Instrumentation – 24-volt electric system with manufacturers suggested ampere per hour recharging capability. Engine oil temperature and pressure gauge, hydraulic oil temperature gauge, hour meter, tachometer, and ammeter shall be provided. Master power disconnect switch.
- 4.13.12 Winch – Rear mounted, hydraulic driven winch with in cab controls. Maximum line pull rating of 35,000 pounds and bare drum line speed rated at a minimum 40 feet per minute, with power in, power out, and free spool. Steel cable to be minimum 3/4 inches in diameter and minimum 175 feet long with tail chain and hook. Three (3) roller bolt on style fairleads and Integral drawbar are required along with rear window metal screen.
- 4.13.13 Vandalism Protection Kit - Full vandalism protection to include front, side and rear window panels, locking engine side panels, lighting covers, fluid cap locking devices, battery box cover with locking device, tool box with locking device, instrument cover with locking device(s) and a complete set of locks with keys all keyed alike and unit shall have an electrical master cut-off switch.

4.14	ITEM	QUANTITY	DESCRIPTION
	9	2 Each	Milling/Cold Planer Machine

**SPECIFICATIONS:**

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- 4.14.1 Engine - Diesel, water cooled, minimum 550 SAE net flywheel horsepower direct injection, dry type air cleaner with service indicator, full-flow replaceable oil filter, primary and secondary fuel filters required. Coolant protected to -20°F. Raised Turbo II type pre-cleaner or equal is required. Engine to be protected by OEM shutdown system or proven equal for low oil pressure and high engine temperature.
- 4.14.2 Electrical System - 12 or 24 volt starting/charging system with manufacturers suggested ampere per hour recharging capability. All wiring shall be fused in a convenient centralized panel. No wiring shall be exposed or unprotected; wiring shall be in conduit or concealed.
- 4.14.3 Track System - Four, hydrostatic drive track system. Manufacturer's standard rubber track pads on all track assemblies. Minimum of four (4) rollers per track. Maximum ground pressure 40 psi.
- 4.14.4 Rotary Cutter Assembly - Minimum 75" inch cut width with quick change cutting teeth. Milling depth, 0 to 12 inches. Machine shall be capable of cutting next to a twelve (12) inch high curb. Averaging ski type assemblies, two (2) each, for left and right sides. Moldboard with window opening and sideplates or equivalent. Pressurized water-spray system for drum cooling, largest water tank size available. Spray bars to be located on top, front and rear for full drum coverage, minimum of 10 nozzles per bar. Automatic grade and slope control with manual override and minimum two (2) grade sensor's located on each side of the machine.
- 4.14.5 Two Stage Covered Conveyor Assembly - Front or rear discharge, adjustable discharge height up to fifteen (15) feet, swing minimum of 45 degrees left and right with remote control to allow ground personnel to adjust discharge conveyor position, conveyor speed control required. Endless cleated belt, approximately 30" inches wide, with self-cleaning rollers. Conveyor adjustment controls at each operators station, one on the left and one on the right side of the machine is acceptable in lieu of the remote control to adjust discharge conveyor position and speed.
- 4.14.6 Weight and Dimensions - Minimum operating weight not less than 58,000 pounds. Overall travel width not to exceed 9' feet.
- 4.14.7 Additional Requirements - Dual work/operator stations or controls easily accessible from either side, wash down system with coiled hose/nozzle complete with on board storage, full vandalism kit, minimum of two (2) amber strobe warning lights and a minimum of four (4) working lights. Lighting shall include two (2) amber warning lights on the front and two (2) red warning lights on the rear. Lights are to be used for four-way flash, left and right turns and brake lights. Each pair of lights shall be mounted at the same level and as widely spaced laterally as practical. Horn and backup alarm required. Unit to be supplied with two (2) sets of asphalt teeth and two (2) sets of concrete teeth. One set of asphalt teeth to be installed at time of delivery. Shall included on-board air compressor with all tools needed for on-site tooth changing. Engine shut off safety switches, minimum of two (2), accessible from ground level.
- 4.14.8 Operators Station - Operators canopy made of solid or metal material that shall be retractable by hydraulic power.

4.15	ITEM	QUANTITY	DESCRIPTION
10		4 Each	Rubber Tire Paver, Minimum 11 Ton

#### SPECIFICATIONS:

- 4.15.1 Engine - Diesel, water cooled, minimum 165 SAE net flywheel horsepower direct injection, dry type air cleaner with service indicator, full-flow replaceable oil filter, primary and secondary fuel filters required. Coolant protected to -20°F. Variable speed, hydraulically driven fan cooling system. Engine to be protected by OEM shutdown system or proven equal.
- 4.15.2 Electrical System - All wiring shall be fused in a convenient centralized panel. No wiring shall be exposed or unprotected; wiring shall be in conduit or concealed. Unit shall include an amber beacon strobe light and back-up
- 4.15.3 Drive System - Two speed hydraulic system that drives two (2) high flotation sand rib rear drive tires. Four (4) front bogies. Paving speed minimum of 100 feet per minute. Travel speed minimum of 8 mph. Hydrostatic

power steering. Shall have parking brake and pivoting push rollers.

- 4.15.4 Hopper - Minimum 200 cubic feet hopper volume with hydraulically movable wings. Unit shall have fume extraction system with fold down exhaust pipe.
- 4.15.5 Operator Station - Dual operator stations with four-way adjustable swivel ride control seats with armrest and tilt steering. Operator stations shall slide past edge of machine for increased visibility. One operator umbrella shall be provided. Unit shall include manufactures' recommended dual grade and slope control system.
- 4.15.6 Screed - Unit shall have a 8'-15' ft. hydraulically extendable, electrically heated, vibratory screed with a minimum weight of 5,200 lbs. Unit shall include a set of removable bolt-on electrically heated 1' ft extensions.
- 4.15.7 Dimensions - Unit shall have a transport width of no more than 10' 6" and have a minimum operating base weight of 30,000 lbs.

4.16	ITEM	QUANTITY	DESCRIPTION
	11	1 Each	Roller, Tired Pneumatic, Rigid Frame, 15 ton minimum

#### SPECIFICATIONS:

- 4.16.1 Engine - Diesel, water cooled minimum 76 SAE horsepower. Two-stage air cleaner system with service indicator and evacuator valve. Full flow spin on oil filter and engine neutral safety interlock. Engine & Hydraulic cooling to allow work in high ambient temps. Fill points to allow ease of filling and daily fluid checks.
- 4.16.2 Transmission - Hydrostatic drive with wheel motors mounted directly to the drive wheels, a single electric displacement control lever to control direction, speed and braking. **NO CHAIN DRIVES**. Ground speed shall be capable of a minimum 12 mph.
- 4.16.3 Brakes - Service braking to be dynamic through the hydrostatic transmission. Parking brake shall be spring applied, hydraulically released.
- 4.16.4 Wheels - Rollers to have nine (9) wheels, five (5) on the front and four (4) on the rear. The four (4) on the rear are to be drive wheels. Front and or rear wheels to oscillate, individually or in pairs. Rollers to be equipped with 7:50 X 15, 14 ply smooth compactor type tires.
- 4.16.5 Controls - Full hydraulic powered yoke steering through orbital control. The operator's compartment will have one (1) fully adjustable shock mounted seat with slide capability for safety and proper visibility with minimum 180 degree rotation or two (2) fully adjustable shock mounted seats and two (2) steering controls.
- 4.16.6 Instrumentation - To be equipped with an instrument panel with the following gauges or warning lights; fuel level, hours of operation, engine speed, oil pressure, water temperature and volt meter. A dual hydraulic sight level and temperature gauge. Vandal covers for the instrument panel and all accessible fluid tanks.
- 4.16.7 Sprinkler System - To be equipped with a minimum 100 gallon water tank with spray nozzles and cocoa mats for each individual tire. Tank will be equipped with a 70 mesh filler screen and 100 mesh in line filter. The water system to turn on automatically when the roller is placed in motion and turn off when stopped.
- 4.16.8 Ballast Compartments - Three (3) ballast compartments, one (1) front, one (1) center and one (1) rear. Ballast compartment capacity not less than 150 cubic feet or a removable steel weight system.
- 4.16.9 Accessories - Unit to be equipped with ROPS and FOPS with a sun shade, seat belt, back up alarm, amber strobe beacon, four (4) work lights, (2 front facing, 2 rear facing).

4.17	ITEM	QUANTITY	DESCRIPTION
	12	1 Each	Brush Chipper, Self feeding Trailer mounted

## SPECIFICATIONS:

- 4.17.1 Engine – Diesel powered engine to provide a minimum 66 net hp. Engine shall be rubber mounted.
- 4.17.2 Equipment – In feed opening to be a minimum 12" x 17" inches. In feed length to be a minimum 70" inches. Unit shall have dual-edged cutter knives and a rubber mounted cutter housing. Unit shall have a discharge chute that can rotate a minimum 180 degrees. Unit shall have a lower-feed stop bar for operator safety.
- 4.17.3 Body – GVWR not to exceed 5,700 lbs. Length including fully extended tongue not to exceed 175" inches. Shall have a rubber-torsion suspension system. Unit shall have a 12-volt system with stop, turn, and license plate lights.

4.18	ITEM	QUANTITY	DESCRIPTION
	13	2 Each	Trailer, Minimum 55 Ton, Self-Lifting Detachable Gooseneck

## SPECIFICATIONS:

- 4.18.1 Hauling Capacity- 110,000 lbs. minimum payload on any 16 ft. of deck. Trailer weight minimum 22,000 lbs., maximum weight of 24,000 lbs.
- 4.18.2 Construction- High tensile strength steel with minimum 100,000 psi yield strength. Fully cambered 4 beam design with tapered front for maximum 8 degree climb angle. Full width crossmembers on 20 inch centers.
- 4.18.3 Dimensions-
- a) Deck Width..... 108 inches
  - b) Deck Height..... 22 inches maximum when loaded
  - c) Deck Clearance..... 6 inches minimum when loaded
  - d) Overall Length..... 54-1/2 feet maximum.
  - e) Deck Length..... 24 feet minimum, unobstructed.
  - f) Rear deck length..... 13.5 feet minimum, unobstructed.
- 4.18.4 Hydraulic removable gooseneck with a minimum hydraulic lifting travel height of 30 inches. Removable kingpin with dual settings of 84 inch and 108 inch. Non-ground engaging design.
- 4.18.5 Deck- Floor to be full width 1-1/2 inch apitong or oak on main deck between beams, rear ramp and rear deck. Secured with recessed self-taping screws or bolts. Ramp climb angle to rear deck to be maximum of 18 degrees with side steel members integral to main deck and rear deck allowing functional tie-downs. Roller stop at rear of deck. Swinging/removable 12 inch outriggers (without planks) with double hook-on outriggers at front of deck.
- 4.18.6 Tie-downs- Minimum of 6 tie-down D-rings on main deck on each side. One tie-down D-ring on each side of deck ramp. One tie-down D-ring on each bolster. Two tie-down D-rings on rear of trailer. Tie downs to be equally spaced at corresponding dimensions on both sides.
- 4.18.7 Tires/Wheels- Twelve (12) 255/70R22.5 (H) 16 PR tubeless radials on hub piloted wheels with outboard seals. Minimum 8.25 x 22.5 steel disk wheels. Rubber mud flaps at rear wheels. Trailer to be delivered with one spare tire and wheel.
- 4.18.8 Brakes- 16-1/2 inch by 7 inch air brakes minimum. Automatic slack adjusters.
- 4.18.9 Suspension- Air ride suspension with combined axle capacity of 67,500 lbs. Rear (3<sup>rd</sup>) axle to be air lift. Manual 6 inch (+3"/-3") travel adjustment with air exhaust valve.
- 4.18.10 Ramps (front) - Two (2) flip ramps, wood filled. Split aluminum center ramps with ramp trays on sides of gooseneck.
- 4.18.11 Power- Minimum 13 hp engine recessed within gooseneck for hydraulic power to twin lift cylinders, and plumbing to allow optional quick-connect use of tractor wet kit.

4.18.12 Electrical System- LED sealed lighting with amber strobes and flashe3r3 kit with rechargeable battery for marker light circuit. 7-way ATA plug.

18.13 Paint- Shot blasted, primed and urethane black yellow or red paint. Heat cured.

4.19	ITEM	QUANTITY	DESCRIPTION
	14	1 Each	Minimum (GVWR 33,000 lbs.) Cab & Chassis with Fuel and Lube Body

#### SPECIFICATIONS:

- 4.19.1. Engine - Diesel, minimum 250 SAE net horsepower, and 560 ft. lbs. of torque at manufacturers recommended RPM, with engine oil cooler and full flow spin-on oil filter, dry type air filter. The engine shall be equipped with an automatic engine shutdown with alarm. Largest capacity radiator with automatic viscous fan clutch or on/off fan clutch.
- 4.19.2 Transmission - Allison 3500-RDS, or proven equal with external oil cooler. Vehicle speed shall be governed to a maximum 65 MPH (+ or - 3 MPH).
- 4.19.3 GVWR - Minimum 33,000 lbs. Front and rear axles will be rated as to accommodate the body that is specified below.
- 4.19.4 Suspension - Rear axle equipped with heavy duty springs plus auxiliary springs.
- 4.19.5 Wheels & Tires - Front and rear wheel seals to be Stemco Wet, 10 hole, hub piloted, steel disk wheels, minimum 8.25" rims with minimum 11R-22.5 (NO EXCEPTIONS), minimum load range H, tubeless steel belted radial tires. Front tires conventional tread. Rear dual application to be self-cleaning lug design. Truck will come equipped with a full size spare wheel and tire to match.
- 4.19.6 Color - Entire cab shall be painted school bus yellow.
- 4.19.7 Brakes - Air, Full power with automatic adjustment, air dryer and automatic drain valves. 4-channel ABS with traction control, rear axle mounted spring set parking brake. 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.
- 4.19.9 Fuel System - To be equipped with under cab minimum 50 gallon steel tank. Right hand tank to be step type, left hand tank may be step or frame type not to extend more than 4" behind cab. Fuel filtration system to include primary and secondary type fuel filters.
- 4.19.10 Cab - Running boards, tilt hood, and fenders, left and right hand cab grab handles, and manufacturer's standard AM/FM radio. 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, breakaway type. Parabolic mirror installed on right front fender to provide view of obstacles on right side of truck from front bumper to rear wheels. Unit shall have a 12-volt power plug, air horn, and power door locks and power windows. Driver seat to be bucket type, National Cush-n-Aire or equal. Passenger seat to be non-suspension seat. Side and rear windows will have factory OEM tinting.
- 4.19.11 Exhaust System - Muffler, vertical exhaust pipe, heat cover, rain cap, to be mounted to allow full utilization of cab-to-axle length.
- 4.19.12 Two (2) front tow hooks installed on frame and strengthened sufficiently to pull truck.
- 4.19.13 Lighting - All necessary clearance lights, marker lights, reflectors, mud flaps (plain black), and mechanical back up alarm to be included must meet state inspection requirement. Four (4) high intensity corner strobe lights (WHELEN TIR-6, P/N 01-0663507A33B, SUPER-LED, 500 SERIES DIRECTIONAL WARNING LIGHT or proven equal) to be installed, two (2) in the front grill and two (2) flush mounted on the rear of vehicle. A 16" LED beacon light will be mounted on top of the front fuel tank and wired to corner strobe lights. All strobe lights will operate from the OEM dash mounted toggle switch with no key in ignition.

4.19.14 Other Equipment – Two (2) permanent and one (1) flip style placards on each side of truck. Truck to be equipped with minimum two (2) static straps. One (1) 2 ½ lb. DOT Certified A,B,&C fire extinguisher to be mounted in cab with proper identifying markings on outside of cab notating "Fire Extinguisher Inside". One (1) hazmat spill kit to include (4) 3"x4' hazmat sorbent socks; (6) 16"x20" medium weight sorbent pads; (1) temporary disposal bag; (1) pair clear goggles with perforated venting; (1) pair nitrile gloves; (1) Emergency Response Pocket Guidebook; (1) 5-gallon white, snap-lid pail- UN Certified 1H2/200S (JJ Keller Product 731-R or proven equal).

#### **SPECIFICATIONS: Fuel and Lube Bodies.**

- 4.19.2.1 750 gallon diesel tank with 3/16" A36 carbon steel construction, dished/flanged heads.
- 4.19.2.2 Gear type, hydraulic driven 1.5" inch Blackmere diesel fuel pump. Four (4) 75 gallon oil product tanks with Graco Fireball 5:1, or proven equal oil product pumps. Center walkway with rear hose reel cabinets and containment system with ROM rollup doors and Reelcraft or proven equal reels. Grounding cable on reel mounted in rear compartment.
- 4.19.2.3 Graco Badger, or proven equal electronic meters on each product to be mounted on solid wall of compartment.
- 4.19.2.4 All tanks to be equipped with cut-off valve at tank for emergency cut-off.
- 4.19.2.5 400 lb. grease station with Graco 50:1 Fireball, or proven equal air piston pump, and Reelcraft, or proven equal reel with 50' of 3/8" of hose.
- 4.19.2.6 29 CFM direct drive hydraulically driven Ingersoll Rand, or proven equal, air compressor with minimum 25 gallon reservoir. Connected to a Reelcraft, or proven equal reel with 50' of 3/8" hose.
- 4.19.2.7 Spill containment sump and used filter drawer which shall be evacuated into waste oil tank.
- 19.2.8. Lockable under tank storage compartments.
- 4.19.2.9 Two (2) DOT certified A,B,&C 20 lbs fire extinguishers to be mounted in side compartments of bed with proper identifying markings on outside of each cabinet door notating "Fire Extinguisher Inside".
- 4.19.2.10 Entire body shall be painted school bus yellow to match the cab.

4.20	ITEM	QUANTITY	DESCRIPTION
	15	1 Each	Minimum 33,000 GVWR lbs. Cab & Chassis with 2,000 Gallon Water Distribution Body

#### **SPECIFICATIONS:**

- 4.20.1 Engine – Diesel, minimum 250 HP, 560 ft. lbs. of torque at manufacturers recommended RPM, with engine oil cooler and full flow spin-on oil filter, dry type air filter. The engine shall be equipped with an automatic engine shutdown with alarm. Largest capacity radiator with automatic viscous fan clutch or on/off fan clutch.
- 4.20.2 Transmission - Allison 3500-RDS, or proven equal with external oil cooler. Vehicle speed shall be governed to a maximum 65 MPH (+ or - 3 MPH).
- 4.20.3 GVWR - Minimum 33,000 lbs. Front and rear axles will be rated as to accommodate the body that is specified below.
- 4.20.4 Suspension - Rear axle equipped with heavy duty springs, plus auxiliary springs.
- 20.5 Wheels & Tires - Front and rear wheel seals to be Stemco Wet, 10 hole, hub piloted, steel disk wheels, minimum 8.25" rims with minimum 11R-22.5 (NO EXCEPTIONS), minimum load range H, tubeless steel belted radial tires. Front tires highway tread. Rear dual applications to be self-cleaning lug design. Truck will come equipped with a full size spare wheel and tire to match.

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4.20.6 Color – Entire cab shall be painted school bus yellow.

4.20.7 Brakes – Air, Full power with automatic adjustment, air dryer and automatic drain valves. 4-channel ABS with traction control, rear axle mounted spring set parking brake. 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.

4.20.8 Fuel System - To be equipped with under cab minimum 50 gallon steel tank. Right hand tank to be step type, left hand tank may be step or frame type not to extend more than 4" behind cab. Fuel filtration system to include primary and secondary type fuel filters.

4.20.9 Cab - Running boards, tilt hood, and fenders, left and right hand cab grab handles, and manufacturer's standard AM/FM radio. 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, west coast type, right and left hand, heavy-duty, 6-inches x 16-inches split focus, breakaway type. Parabolic mirror installed on right front fender to provide view of obstacles on right side of truck from front bumper to rear wheels. Unit shall have a 12-volt power plug, air horn, and power door locks and power windows. Driver seat to be bucket type, National Cush-n-Aire or equal. Passenger seat to be non-suspension seat. Side and rear windows will have factory OEM tinting.

4.20.10 Exhaust System - Muffler, vertical exhaust pipe, heat cover, rain cap, to be mounted to allow full utilization of cab-to-axle length.

4.20.11 Two (2) front tow hooks installed on frame and strengthened sufficiently to pull truck.

4.20.12 Lighting - All necessary DOT approved clearance lights, marker lights, reflectors, mud flaps (plain black), and mechanical back up alarm to be included must meet state inspection requirement.

#### **SPECIFICATIONS: TRUCK MOUNTED WATER DISTRIBUTOR:**

20.2.1 2000 gallon tank with 3/16" A36 carbon steel construction. 1/4" Z-frame, dished and flanged heads, fully welded baffle, 24" man way, rear ladder, 2 ½ hydrant fill, fenders with hose hooks. Body shall be mounted to chassis using a vulcanized rubber isolator and mounting brackets that shall be welded to the body frame and bolted to the chassis frame. **"U" bolts wooded isolator will not be acceptable.**

4.20.2.2 Berkeley B3ZRM 3"x 4" centrifugal pump

4.20.2.3 Hot shift PTO and driveline to pump (for automatic transmission).

4.20.2.4 Spray Heads- Two (2) front mounted on each corner, two (2) rear mounted on each corner, and one (1) one driver side air operated spray heads, spray heads operated independently with "in-cab" controls.

4.20.2.5 Rear push block with storage.

4.20.2.6 16" LED amber beacon light mounted at top front of water tank, two (2) adjustable work lights mounted at top rear of tank. Four (4) high intensity corner strobe lights (WHELEN TIR-6, P/N 01-0663507A33B, SUPER-LED, 500 SERIES DIRECTIONAL WARNING LIGHT or proven equal) to be installed, two (2) in the front grill and two (2) flush mounted on the rear of vehicle. All strobe lights will operate from the OEM dash mounted toggle switch with no key in ignition.

4.20.2.7 Tank mounted rear hose reel, Reelcraft or proven equal, 1-1/2" x 50' hose reel with rollers.

4.20.2.8 Entire body shall be painted school bus yellow to match the cab.

4.21	ITEM	QUANTITY	DESCRIPTION
	16	1 Each	Ice Resurfacing Machine

#### **SPECIFICATIONS:**

- 4.21.1 Capacity – Snow Tank Shall be a minimum 100 cubic feet in volume with smooth bottom and sides. Ice making water tank shall be a minimum 200 gallons and made of high density Polyethylene. Fresh water system shall be a minimum of 82 gallons and made of high density polyethylene material. Shall include an electronic water level sight gauge.
- 4.21.2 Engine – Engine shall be liquid cooled, minimum 55 horsepower, LPG burning engine with full-flow oil filter system. Engine shall have onboard engine diagnostic system and low fuel light.
- 4.21.3 Transmission – Continuously variable hydrostatic pump and motor, (Sauer-Danfoss or equal). Unit shall have back-up alarm and parking brake.
- 4.21.4 Drive train – Front and rear axles shall be driving axles with load capacity rated for entire machine with full tanks.
- 4.21.5 Hydraulics – Gear type double pump for vertical and horizontal augers. Pump shall be directly mounted to engine (no belts or pulleys). Hydraulic filter shall be provided in return line. Unit shall have a hydraulically operated board brush.
- 4.21.6 Controls – Foot pedal speed control with “dead-man” safety feature. Steering wheel shall include a spinner knob. Operators’ compartment shall contain coolant temperature, engine oil pressure, volts and engine RPM gauges.
- 4.21.7 Augers – Double flighted, 10” diameter augers.
- 4.21.8 Approved Model, Zamboni Model 546
- 4.21.9 Trade-In, Unit #3058, Zamboni Model 500. Contact LD McGarity @ 207-2078 or Thomas McAfee @ 207-3754.

ITEM	QUANTITY	DESCRIPTION
17	1 Each	Shredder/Grinder – Horizontal Type

#### **SPECIFICATIONS:**

- 4.22.1 General Dimensions – Maximum width to be 12-feet for transport. Total operational length to be a maximum 63’feet. Weight to be minimum 100,000-lbs. and total height maximum 14-feet. Must be able to transport with appropriate permits.
- 4.22.2 Engine – The engine will be a liquid cooled Tier 4, Interim, or most current available, turbo-charged and air-to-air charge after cooled, producing a minimum 1,000-HP. Engine shall have a double element dry type air cleaner with turbo type pre-cleaner and service indicator, a full flow oil filter, a bypass oil filter, and primary and secondary fuel filters with water separators. The engine compartment will be enclosed and have access on both sides with vandal-proof locks. An engine protection system will be included to protect against high engine temperature or low oil pressure.
- 4.22.3 Hydraulic System – The hydraulic tank shall have full flow return filtration, plugged filter indicator on control panel, filter breather, sight gauge, high temperature switch and vandal lock cap. System shall have high pressure spin on type filtration as well as in tank filtration for return flow. The hydraulic pumps will be driven from a pump drive on the engine. Implement/Conveyor circuits shall use a load sensing, pressure compensated pump. Reversible Fan drive shall be hydrostatically controlled.
- 4.22.4 Electrical System – The electrical system will be a 24-volt, negative ground system with manufacturers rated amperage output. All electrical circuits will have circuit breaker fuse protection. The unit will be equipped with an electrical battery disconnect and breaker. The grinder shall be equipped with a full function operator’s station with remote control capability. Remote control shall have emergency shutdown capabilities and the ability to view all that the operator station views.
- 4.22.5 Radiator – Radiator shall be located inside of screened air box. Package shall be sized for adequate cooling in the toughest conditions. Fan will be reversible to self-clean radiator.



- 4.22.6 Fuel Tank – Tank to have capacity for the unit to run minimum of 7-hours at full load, equipped with filter breather, mechanical and electrical gauge. Tank shall be shock mounted, with lockable fuel cap with pre-screened filler neck. Tank shall be located towards the front of machine providing easy access from either side for fill.
- 4.22.7 Clutch/Transmission: The grinder shall be equipped with a hydraulic transmission providing gear reduction to the mill. Clutch system to transfer power and torque from the engine to the Drum. Clutch system shall be equipped with built-in torque limiter to protect clutch components in the event of a sudden mill stall. Push button clutch engagement/disengagement control shall be located at the control panel.
- 4.22.8 Instruments – The instrument panels will have a lockable, vandal resistant enclosure safely located from all moving parts. All controls and instruments will be plainly marked and labeled. There will be a swing out dash panel that controls all grinder functions and for maintenance and inspection. The unit will be equipped with the following:
- a) Fuel Gauge
  - b) Ignition Switch
  - c) Engine Stop Button
  - d) Battery Disconnect
  - e) Fan pressure
  - f) Auxiliary pressure
  - g) Discharge Conveyor pressure
  - h) Clutch pressure
  - i) Loader pressure
  - j) Hour Meter
- 4.22.9 Infeed Conveyor – Infeed system conveyor belt width shall be a minimum 60" inches, with a steel configuration infeed belt. The conveyor must have lubricated drive and idler rollers with remote grease fittings for out of reach bearings. The conveyor belt speed shall be fully adjustable and sectioned for ease of repair.
- 4.22.10 Discharge Conveyor – Discharge conveyor belt shall be a minimum 66" inches wide and use "V" style cleats. Discharge height shall be a minimum 14' feet and discharge length shall be a minimum of 13' feet. The belt discharge conveyor shall be able to fold over the top of tub for transport. Magnetic end roller on underside of discharge conveyor with metal catch tray to catch discarded metal and sectioned for ease of repair.
- 4.22.11 Screens – Three sets of screens shall be provided – two sets of 4-inch and one set 2-inch. Screens shall be constructed so that they can be removed without unbolting or removing welds. Screens shall be constructed of a minimum thickness of 3/4-inches A/R 400 steel.
- 4.22.12 Hammermill – The hammermill shall be of drum design using hardened hammers. Hammers shall pass through the center drum cylinder, providing a mounting surface at each end of the hammer to attach the two bolt block style cutter. Drum cutting width shall be a minimum 72" inches. Drum speed shall be a capable of a minimum 900 rpm.
- 4.22.13 Trailer – Trailer shall be a heavy-duty, multiple axle, all steel construction and rated at not less than manufactures GVWR. Premium, self-sealing (Deutsch or equal) connectors must be used for all electrical connections. All wire passing through bulkheads and partitions shall have a rubber grommet for chafe protection. The trailer shall conform to all federal and state regulations. A seven-pole light connector will be wired according to ATA code. Air compressor mounted to trailer to be a minimum, 29-CFM @ 175 psi. Fenders are to be steel and are to allow for tire service when trailer is fully loaded. Each fender shall have a rear-facing mud flap. The trailer shall have a storage rack for extra screens and a lockable toolbox. There shall be full air trailer brakes. The system shall comply with Federal Motor Vehicle Safety. Aluminum plate glad hands shall be mounted to the front of the machine. The emergency brake will be red and the service brake will be blue.
- 4.22.14 Trade-In, Unit #4530, Vermeer Model TG 525. Contact LD McGarity @ 207-2078 or Daniel Rios @ 207-6462.

## 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.

### Insurance.

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

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

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

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$5000,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage  f. \$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

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

decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Incorporation of Attachments.

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

Attachment A - Local Preference Program (LPP) Ordinance with Price Schedule  
Attachment B - Local Preference Program Identification Form

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## 006 - GENERAL TERMS & CONDITIONS

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

### Delivery of Goods/Services.

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

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

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

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

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

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

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

### Invoicing and Payment.

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

### Information Required On Invoice.

All invoices must be in a form and content approved by the City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable

stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

#### Payment by City.

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

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

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

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

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

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

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

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

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

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

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

#### Termination.

Termination-Breach. Should Vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without

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further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

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

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

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

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

#### **INDEMNIFICATION.**

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

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

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

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

Records Retention.

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

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

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

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

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

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

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

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

**Non-discrimination.** As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section ILLC.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement



and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

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

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

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

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007 - SIGNATURE PAGE

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

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

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

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

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

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

Bidder Information

Please Print or Type

Vendor ID No.

1013863

Signer's Name

JOHN HOUSTON

Name of Business

COOPER EQUIPMENT CO.

Street Address

17474 HUDSON ROAD

City, State, Zip Code

SAN ANTONIO TX 78247

Email Address

j.houston.3413@sbcglobal.net

Telephone No.

210 657-5151

Fax No.

210 657-5871

City's Solicitation No.

6100903104

  
Signature of Person Authorized to Sign Bid

## 008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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	3 Each	Forklift, 6,000 lbs., LPG

PRICE EACH: \$ NO BID

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

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

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

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

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

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

WARRANTY FACILITY ADDRESS:  
\_\_\_\_\_  
\_\_\_\_\_

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

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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	1 Each	Forklift, 8,000 lbs., LPG

PRICE EACH: \$ NO BID

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

YEAR, MAKE & MODEL OFFERED:

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

TRANSMISSION OFFERED:

WARRANTY:

WARRANTY SERVICE PROVIDER NAME:

WARRANTY FACILITY ADDRESS:

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

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ITEM	QUANTITY	DESCRIPTION
1C	1 Each	Forklift, 8,000 lbs., Diesel

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PRICE EACH: \$ NO BID

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

YEAR, MAKE & MODEL OFFERED:

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

TRANSMISSION OFFERED:

WARRANTY:

WARRANTY SERVICE PROVIDER NAME:

WARRANTY FACILITY ADDRESS:

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

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ITEM	QUANTITY	DESCRIPTION
2A	2 Each	Loader / Backhoe, 4WD, Enclosed Cab

PRICE EACH: \$ NO BID

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

YEAR, MAKE & MODEL OFFERED:

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

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WARRANTY:

WARRANTY SERVICE PROVIDER NAME:

WARRANTY FACILITY ADDRESS:

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

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ITEM	QUANTITY	DESCRIPTION
2B	1 Each	Loader / Backhoe, 4WD, Open Cab

ICE EACH: \$ NO BID

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

YEAR, MAKE & MODEL OFFERED:

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

WARRANTY:

WARRANTY SERVICE PROVIDER NAME:

WARRANTY FACILITY ADDRESS:

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

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

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ITEM	QUANTITY	DESCRIPTION
3	3 Each	Trailer Mounted Trash Pumps

PRICE EACH: \$ NO BID

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

YEAR, MAKE & MODEL OFFERED:

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

WARRANTY:

WARRANTY SERVICE PROVIDER NAME:

WARRANTY FACILITY ADDRESS:

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

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ITEM	QUANTITY	DESCRIPTION
4	2 Each	Loader, Skid Steer, with Auger, Mini Excavator and Pallet Forks

PRICE EACH: \$ NO BID

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

YEAR, MAKE & MODEL OFFERED:

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

WARRANTY:

WARRANTY SERVICE PROVIDER NAME:

WARRANTY FACILITY ADDRESS:

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

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'AT CITY DOES NOT AWARD A CONTRACT PRIOR TO PRODUCTION CUT OFF DATE, CAN BIDDER PROVIDE  
) ITEMS, AT THE BID PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF DATE? \_\_\_\_\_.

ITEM	QUANTITY	DESCRIPTION
5	1 Each	Loader, 4-Wheel Drive, Articulated, Minimum 3 CY capacity

PRICE EACH: \$ NO BID

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

YEAR, MAKE & MODEL OFFERED:

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

WARRANTY:

WARRANTY SERVICE PROVIDER NAME:

WARRANTY FACILITY ADDRESS:

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

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

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ITEM	QUANTITY	DESCRIPTION
6	2	Loader, 4-Wheel Drive, Articulated, Minimum 5 CY

PRICE EACH: \$ No Bid

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

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

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

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

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

WARRANTY FACILITY ADDRESS: \_\_\_\_\_

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

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ITEM	QUANTITY	DESCRIPTION
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1 Each

Dozer/Tractor, Tracked

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

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

YEAR, MAKE &amp; MODEL OFFERED:

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

WARRANTY:

WARRANTY SERVICE PROVIDER NAME:

WARRANTY FACILITY ADDRESS:

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

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

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ITEM	QUANTITY	DESCRIPTION
8	1 Each	Dozer, Low Ground Pressure, with Winch

PRICE EACH: \$ \_\_\_\_\_ NO BID

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

YEAR, MAKE &amp; MODEL OFFERED:

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

JA

WARRANTY:

WARRANTY SERVICE PROVIDER NAME:

WARRANTY FACILITY ADDRESS:

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ITEM	QUANTITY	DESCRIPTION
9	2 Each	Milling/Cold Planer Machine

ICE EACH: \$ 449,105.00

TOTAL: \$ 898,210.00

YEAR, MAKE & MODEL OFFERED:

2013 W200i

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

CUMMINS QSX15 580 H.P.

WARRANTY:

1 YR UNLIMITED HOURS

WARRANTY SERVICE PROVIDER NAME:

COOPER EQUIPMENT COMPANY

WARRANTY FACILITY ADDRESS:

17474 JUDSON RD SAN ANTONIO TX  
78247

DELIVERY WILL BE MADE WITHIN 60-140 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: JAN 2014

JH

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 12-31-2013.

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 ITEMS, AT THE BID PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF DATE? NO.

ITEM	QUANTITY	DESCRIPTION
10	4 Each	Rubber Tire Paver, Minimum 11 Ton

PRICE EACH: \$ 255,264.00

TOTAL: \$ 1,021,056.00

YEAR, MAKE & MODEL OFFERED:

2013 VOGELE 5103-2

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

CUMMINS QSB 6.7 C-170 170 H.P.

WARRANTY:

1 YR UNLIMITED HOURS

WARRANTY SERVICE PROVIDER NAME:

COOPER EQUIPMENT COMPANY

WARRANTY FACILITY ADDRESS:

17474 JASON ROAD  
SAN ANTONIO, TX 78247

DELIVERY WILL BE MADE WITHIN 60-140 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: JAN 01, 2014

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: JAN 01, 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? DEC 31, 2013

NO JH

ITEM	QUANTITY	DESCRIPTION
11	1 Each	Roller, Tired Pneumatic, Rigid Frame, 15 ton minimum

PRICE EACH: \$ 112,048.00

TOTAL: \$ 112,048.00

JH

YEAR, MAKE & MODEL OFFERED:

2013 HAMM GRW-280-15

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

DEUTZ TCD 2012 L04 2V 134 H.P.

WARRANTY:

1 YR UNLIMITED HOURS

WARRANTY SERVICE PROVIDER NAME:

COOPER EQUIPMENT CO.

WARRANTY FACILITY ADDRESS:

17474 JUDSON ROAD  
SAN ANTONIO TX 78247

DELIVERY WILL BE MADE WITHIN 60-120 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: JAN 01, 2014

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: DEC 31, 2013

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 ITEMS, AT THE BID PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF DATE? NO

ITEM	QUANTITY	DESCRIPTION
12	1 Each	Brush Chipper, Self feeding Trailer mounted
PRICE EACH: \$ NO BID		

TOTAL: \$

YEAR, MAKE & MODEL OFFERED:

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

WARRANTY:

WARRANTY SERVICE PROVIDER NAME:

WARRANTY FACILITY ADDRESS:

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

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

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

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

ITEM	QUANTITY	DESCRIPTION
13	2 Each	Trailer, Minimum 55 Ton, Self-Lifting Detachable Gooseneck

PRICE EACH: \$ 73,558.00

TOTAL: \$ 147,116.00

YEAR, MAKE & MODEL OFFERED:

2013 ETNYRE BLACKHAWK 55 TON PAVER SPECIAL

WARRANTY:

1 YR

WARRANTY SERVICE PROVIDER NAME:

COOPER EQUIPMENT CO.

WARRANTY FACILITY ADDRESS:

17474 JUDSON ROAD, SAN ANTONIO, TX 78258

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

PRODUCTION CUT-OFF DATE: JAN 01, 2014

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: DEC 31, 2013

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
14	1 Each	Minimum (GVWR 33,000 lbs.) Cab & Chassis with Fuel and Lube Body

PRICE EACH: \$ NO BID

*✓H*



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

YEAR, MAKE & MODEL OF CAB & CHASSIS OFFERED:

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

TRANSMISSION OFFERED:

WARRANTY CAB & CHASSIS:

YEAR, MAKE & MODEL OF FUEL & LUBE BODY:

WARRANTY FUEL & LUBE BODY:

WARRANTY SERVICE PROVIDER NAME:

WARRANTY FACILITY ADDRESS:

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

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

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

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

ITEM	QUANTITY	DESCRIPTION
15	1 Each	Minimum 33,000 GVWR lbs. Cab & Chassis with 2,000 Gallon Water Distribution Body

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

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

YEAR, MAKE & MODEL OF CAB & CHASSIS OFFERED:

JA

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

TRANSMISSION OFFERED:

WARRANTY CAB & CHASSIS:

YEAR, MAKE & MODEL OF WATER DISTRIBUTION BODY:

WARRANTY FUEL & LUBE BODY:

WARRANTY SERVICE PROVIDER NAME:

WARRANTY FACILITY ADDRESS:

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

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

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

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

ITEM	QUANTITY	DESCRIPTION
16	1 Each	Ice Resurfacing Machine

PRICE EACH: \$ NO BID

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

TRADE-IN ZAMBONI MODEL 500; TOTAL TRADE-IN PRICE: \$ \_\_\_\_\_

YEAR, MAKE & MODEL OFFERED:

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

TRANSMISSION OFFERED:

WARRANTY:

WARRANTY SERVICE PROVIDER NAME:

WARRANTY FACILITY ADDRESS:

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

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

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

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

ITEM	QUANTITY	DESCRIPTION
17	1 Each	Shredder/Grinder – Horizontal Type

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

No BID

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

TRADE-IN VERMEER MODEL TG 525; TOTAL TRADE-IN PRICE: \$ \_\_\_\_\_

YEAR, MAKE & MODEL OFFERED:

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

TRANSMISSION OFFERED:

WARRANTY:

WARRANTY SERVICE PROVIDER NAME:

JA

WARRANTY FACILITY ADDRESS:

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

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

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

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

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



# CITY OF SAN ANTONIO

P.O. Box 839966  
SAN ANTONIO, TEXAS 78283-3966

## ADDENDUM I

**SUBJECT:** Formal Invitation For Bid (IFB) 6100003104 HEAVY EQUIPMENT scheduled to open Monday, July 29, 2013 date of issue July 11, 2013.

**DATE:** July 23, 2013

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

1. **THE BID OPENING DATE IS HEREBY EXTENDED TO WEDNESDAY, JULY 31, 2013, 2:00 PM LOCAL TIME.**

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

4.2 **GENERAL CONDITIONS:**

Page 9, Changed to read:

4.2.1 Equipment shall be manufacturer's latest design, standard production model and shall have been manufactured within the last 12 months from the date of delivery to City. All components shall be installed new, unused, and shall be manufacturer's standard equipment unless otherwise specified or replaced herein. Equipment is to be inspected, serviced, and adjusted in accordance with manufacturer's recommended pre-delivery checklist, and ready for operation upon delivery. Manufacturer's Statement of Origin (MSO) showing manufacture within the last 12 calendar months, and completed pre-delivery checklists will be required at delivery. Equipment offered under the below listed specifications will be considered unacceptable if, for any reason, the equipment's, or major component's, long term availability on the U.S. market, or in the local area, is in doubt.

Page 10, Changed to read:

4.2.10 Any equipment furnished must meet all Federal and State safety requirements and if applicable must be certified as minimum Tier III emissions compliant. Tier IV shall be offered if available. 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.

4.6	ITEM	QUANTITY	DESCRIPTION
	2A	2 Each	Loader / Backhoe, 4WD, Enclosed Cab

JH  
7/31/2013

## **SPECIFICATIONS:**

Page 12, Changed to read:

4.6.5 Backhoe – Minimum six (6) cubic foot capacity.

4.6.7 Operator's Area – Enclosed pressurized cab with air conditioning and heater/defroster system. Cab meets SAE ROPS/FOPS requirements, dual entry. Seat is heavy-duty suspension with armrests and 2 inch retractable seat belt. Steering column is tilt able. Cab also contains AM/FM radio, sun visor, hand and foot throttle, interior rearview mirror, and dome light. Four (4) front and rear work lights, horn, warning buzzer, hazard flashers, and turn signals. One (1) 12-volt power socket. Front/rear windshield wiper/washer, and four (4) OEM tinted side windows that open fully or partially. Slow moving vehicle emblem attached to left rear and an amber colored strobe light mounted to the top of the cab shall be provided.

4.7	ITEM	QUANTITY	DESCRIPTION
	2B	1 Each	Loader / Backhoe, 4WD, Open Cab

## **SPECIFICATIONS**

Page 13, Changed to read:

4.7.6 Backhoe/Attachments – Minimum six (6) cubic foot capacity-quick change bucket and a hydraulic breaker. Hydraulic breaker shall have a conical tool shank diameter minimum of 3" inches and be rated at a minimum 1,000 ft-lbs. Energy Class.

4.7.8 Operator's Area – Open canopy cab meets SAE ROPS/FOPS requirements, dual entry. Seat is heavy-duty suspension with armrests and 2 inch retractable seat belt. Steering column is tilt able. Cab also contains sun visor, hand and foot throttle, and interior rearview mirror. Four (4) front and rear work lights, horn, warning buzzer, hazard flashers, and turn signals. One (1) 12-volt power socket. Slow moving vehicle emblem attached to left rear and an amber colored strobe light mounted to the top of the cab shall be provided.

4.8	ITEM	QUANTITY	DESCRIPTION
	3	3 Each	Trailer Mounted Trash Pumps

## **SPECIFICATIONS:**

Page 13, Changed to read:

4.8.1 Engine – Diesel, minimum 71 horsepower at 2,200 RPM. Full flow spin on oil filter and replaceable dry type air cleaner. Coolant protection to a minimum -20 degrees. Automatic shut down for low oil, high coolant temperature and manual shut down for belt breakage. A mechanical governor that will allow engine speed to be adjustable to operate the pump between minimum and maximum design operating speeds. Unit shall have an auto-start capable panel.

4.8.2 Trailer - The pump and engine to be trailer mounted with pintle type trailer hitch. Trailer to be single axle and have tires of adequate size with the required load range ratings. Trailer must be equipped with fenders, front and rear reflectors, and receptacle for towing vehicle. Trailer shall have electric brakes and a safety

breakaway system. Trailer design must be in compliance with applicable D.O.T. regulations. Minimum sixty (60) gallon fuel tank.

- 8.3 Pump – Close coupled centrifugal with vacuum priming compressor mounted to engine. A minimum 6" suction and 6" discharge pump capable of a minimum flow rate of 2700 gallons per minute and up to 150' feet of head. All cast iron construction with cast chromium steel impeller. Unit must handle raw sewage, slurries and liquids with solids up to three inches (3"). Solids handling ball type none return valve with renewable flexible rubber seat and quick release access design. Continuously operated air ejector priming device requiring no periodic adjustment or control.

4.9	ITEM	QUANTITY	DESCRIPTION
	4	2 Each	Loader, Skid Steer, with Auger, Mini Excavator and Pallet Forks

#### **SPECIFICATIONS:**

Page 14, Changed to read:

- 4.9.4 Hydraulic system – Unit shall provide a hydraulic flow capable of operating auger, mini backhoe bucket and pallet fork assembly. Auxiliary quick disconnect hydraulics for attachments with flat face couplers.
- 4.9.6 Performance Specifications – Operating weight minimum of 6,000 lb. without additional weights, SAE operating load minimum 1,800 lbs. If required, the proper amount of counterweights shall be provided if recommended with attachments.
- 4.9.7 Tires – Minimum 10X16.5, Heavy Duty bar lug type tires.
- 4.9.8 Attachments – Dirt and Foundry Bucket, minimum 60" inches wide with edge. Unit shall have a minimum 36" diameter auger assembly, a 48" inch pallet fork assembly and a mini backhoe with minimum 18" wide bucket. Mini backhoe shall be operated from in-cab controls and shall have a swing boom with a minimum 6' ft. digging depth. All attachments shall be "quick change" type.
- 4.9.9 Safety Equipment – OSHA standard ROPS/FOPS with safety screens on sides and rear window to reduce engine noise, warning horn, backup alarm, starting safety mechanism, seat belt and hourmeter. Four work lights, two front and two rear. Unit shall be equipped with four (4) lifting eyes.

4.10	ITEM	QUANTITY	DESCRIPTION
	5	1 Each	Loader, 4-Wheel Drive, Articulated, Minimum 3 CY capacity

#### **SPECIFICATIONS:**

Page 14, Changed to read:

- 4.10.1 Engine - Diesel, minimum 149 SAE rated net HP. Water cooled and protected to -20 degree F, dry type two-stage air cleaner with service indicator, full flow oil filter and two-stage fuel filter. Shall include engine pre-cleaner with extension. Automatic hydraulic-driven cooling fan with reverse rotation.
- 4.10.7 Tires – 20.5R25, Bias type, minimum 10 ply. Rims shall be equipped with valve stem protectors. Unit shall have half front fenders and full rear fenders and bottom power train guard.

Page 15, Changed to read:

- 4.10.14 Vandalism Protection – Full OEM vandalism protection package to include locking engine panels, lighting covers, fluid cap locking devices, battery box cover with locking device, tool box with locking device, instrument cover with locking device(s). All locks shall be keyed alike and unit shall have an electrical master cut-off switch.

4.11	ITEM	QUANTITY	DESCRIPTION
	6	2 Each	Loader, 4-Wheel Drive, Articulated, Minimum 4.25 CY

**SPECIFICATIONS:**

Page 15, Changed to read:

- 4.11.1 Engine – Diesel, minimum 190 SAE rated net Horsepower. Water cooled and protected to -20 degree F, dry type two-stage air cleaner with service indicator, full flow oil filter and two-stage fuel filter with water separator. Shall include engine pre-cleaner with extension. Programmable hydraulic-driven engine cooling fan with reverse rotation. Engine protection system for low oil pressure, high engine or hydraulic temperature.
- 4.11.6 Tires – 23.5 R 25 –L3, 12 ply. Rims shall be equipped with valve stem protectors. Unit shall have rear full fenders and bottom power train guard.
- 4.11.13 Vandalism Protection – Full OEM vandalism protection package to include locking engine panels, lighting covers, fluid cap locking devices, battery box cover with locking device, tool box with locking device, instrument cover with locking device(s). All locks shall be keyed alike and unit shall have an electrical master cut-off switch.

Changed to read:

4.12	ITEM	QUANTITY	DESCRIPTION
	7	1 Each	Dozer/Tractor, Tracked

**SPECIFICATIONS:**

Page 16, Changed to read:

- 4.12.5 Undercarriage – Lower rollers and one (1) self adjusting idler support on each side, tracks and rollers all sealed. Heavy duty track shoes, at a minimum 22" inches wide. Maximum ground pressure 11 lbs. PSI.
- 4.12.6 Blade – Semi-U Blade shall have a capacity of a minimum 9 cu yd with lift and tilt operation.
- 4.12.7 Operating Weight – Minimum basic operating weight 60,000 lbs.
- 4.12.8 Cab – ROPS all weather pressurized and sound suppressed cab with factory installed heat/defrost air conditioning (roof mounts are not acceptable, however rear cab mounted is acceptable) and cab filters. Unit shall have adjustable (reclining, and turn) high back, suspension seat with bolsters and adjustable armrests, windows and windshield to be tinted safety glass, and a 2" wide retractable seat belt. Cab shall include rear view mirror and intermittent wipers. Cab mounted rotating beacon, AM/FM radio, dash lighting, and 20 lb. ABC rated fire extinguisher with mount.



- 4.12.10 Vandalism Protection - Full OEM vandalism protection package to include locking engine panels, lighting covers, fluid cap locking devices, battery box cover with locking device, tool box with locking device, instrument cover with locking device(s). All locks shall be keyed alike and unit shall have an electrical master cut-off switch.

4.13	ITEM	QUANTITY	DESCRIPTION
	8	1 Each	Dozer, Low Ground Pressure, with Winch

#### SPECIFICATIONS:

Page 17, Changed to read:

- 4.13.1 Engine - Diesel, minimum 125 SAE net flywheel horsepower. Full flow, two stage fuel filtering with water separator, double element dry type air cleaner with turbo type pre-cleaner, and service indicator. Engine protection system for low oil pressure, high engine or hydraulic system temperature.
- 4.13.10 Cab - All weather pressurized OSHA Standard ROPS/FOPS cab with air conditioning and heater with defroster (roof mounted air conditioning is not acceptable, however rear cab mounted is acceptable). Adjustable high back, suspension seat, windows and windshield to be tinted safety glass, neutral start mechanism, seat belts. Two (2) front and two (2) rear floodlights, front and rear LED strobe lights mounted in protected areas, AM/FM radio, dash lighting, parking brake.
- 4.13.12 Winch - Rear mounted, PTO driven winch with in cab controls. Maximum line pull rating of 50,000 pounds and bare drum line speed rated at a minimum 40 feet per minute, with power in, power out, and free spool. Steel cable to be minimum 3/4 inches in diameter and minimum 250 feet long with tail chain and hook. Three (3) roller bolt on style fairleads and Integral drawbar are required along with rear window metal screen.
- 4.13.13 Vandalism Protection Kit - Full vandalism protection to include front, side and rear window panels, locking engine side panels, lighting covers, fluid cap locking devices, battery box cover with locking device, tool box with locking device, instrument cover with locking device(s) and a complete set of locks with keys all keyed alike and unit shall have an electrical master cut-off switch.

4.14	ITEM	QUANTITY	DESCRIPTION
	9	2 Each	Milling/Cold Planer Machine

#### SPECIFICATIONS

Page 18, Changed to read:

- 4.14.4 Rotary Cutter Assembly - Minimum 75" inch cut width with quick change cutting teeth. Milling depth, 0 to 12 inches. Machine shall be capable of cutting next to a twelve (12) inch high curb. Averaging ski type assemblies, two (2) each, for left and right sides. Moldboard with window opening and sideplates or equivalent. Pressurized water-spray system for drum cooling, largest water tank size available. Spray bars to be located on top, front and rear for full drum coverage, minimum of 10 nozzles per bar. Automatic grade and slope control with manual override and minimum two (2) grade sensor's located on each side of the machine.

4.15	ITEM	QUANTITY	DESCRIPTION
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**SPECIFICATIONS:**

Page 19, Changed to read:

- 4.15.5 Operator Station - Dual operator stations with four-way adjustable swivel ride control seats with armrest and tilt steering. Operator stations shall slide past edge of machine for increased visibility. One operator umbrella shall be provided. Unit shall include manufactures' recommended dual grade and slope control system.
- 4.15.6 Screed -. Unit shall have a 8'-15' ft. hydraulically extendable, electrically heated, vibratory screed with a minimum weight of 5,200 lbs. Unit shall include a set of removable bolt-on electrically heated 1' ft extensions.

4.16	ITEM	QUANTITY	DESCRIPTION
	11	1 Each	Roller, Tired Pneumatic, Rigid Frame, 15 ton minimum

**SPECIFICATIONS:**

Page 19, Changed to read:

- 4.16.1 Engine - Diesel, water cooled minimum 76 SAE horsepower. Two-stage air cleaner system with service indicator and evacuator valve. Full flow spin on oil filter and engine neutral safety interlock. Engine & Hydraulic cooling to allow work in high ambient temps. Fill points to allow ease of filling and daily fluid checks.

4.17	ITEM	QUANTITY	DESCRIPTION
	12	1 Each	Brush Chipper, Self feeding Trailer mounted

**SPECIFICATIONS:**

Page 20, Changed to read:

- 4.17.1 Engine - Diesel powered engine to provide a minimum 66 net hp. Engine shall be rubber mounted.
- 4.17.2 Equipment - In feed opening to be a minimum 12" x 17" inches. In feed length to be a minimum 70" inches. Unit shall have dual-edged cutter knives and a rubber mounted cutter housing. -Unit shall have a discharge chute that can rotate a minimum 180 degrees. Unit shall have a lower-feed stop bar for operator safety.
- 4.17.3 Body - GVWR not to exceed 5,700 lbs. Length including fully extended tongue not to exceed 175" inches. Shall have a rubber-torsion suspension system. Unit shall have a 12-volt system with stop, turn, and license plate lights.

4.19	ITEM	QUANTITY	DESCRIPTION
	14	1 Each	Minimum (GVWR 33,000 lbs.) Cab & Chassis with Fuel and Lube Body

**SPECIFICATIONS:**

JK

Page 21, Changed to read:

- 4.19.2 Transmission - Allison 3500-RDS, or proven equal with external oil cooler. Vehicle speed shall be governed to a maximum 65 MPH (+ or - 3 MPH).
- 4.19.5 Wheels & Tires - Front and rear wheel seals to be Stemco Wet, 10 hole, hub piloted, steel disk wheels, minimum 8.25" rims with minimum 11R-22.5 (NO EXCEPTIONS), minimum load range H, tubeless steel belted radial tires. Front tires conventional tread. Rear dual application to be self-cleaning lug design. Truck will come equipped with a full size spare wheel and tire to match.
- 4.19.7 Brakes - Air, Full power with automatic adjustment, air dryer and automatic drain valves. 4-channel ABS with traction control, rear axle mounted spring set parking brake. 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.
- 4.19.10 Cab - Running boards, tilt hood, and fenders, left and right hand cab grab handles, and manufacturer's standard AM/FM radio. 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, breakaway type. Parabolic mirror installed on right front fender to provide view of obstacles on right side of truck from front bumper to rear wheels. Unit shall have a 12-volt power plug, air horn, and power door locks and power windows. Driver seat to be bucket type, National Cush-n-Aire or equal. Passenger seat to be non-suspension seat. Side and rear windows will have factory OEM tinting.

4.20	ITEM	QUANTITY	DESCRIPTION
	15	1 Each	Minimum 33,000 GVWR lbs. Cab & Chassis with 2,000 Gallon Water Distribution Body

#### SPECIFICATIONS:

Page 22, Changed to read:

- 4.20.2 Transmission - Allison 3500-RDS, or proven equal with external oil cooler. Vehicle speed shall be governed to a maximum 65 MPH (+ or - 3 MPH).
- 4.20.5 Wheels & Tires - Front and rear wheel seals to be Stemco Wet, 10 hole, hub piloted, steel disk wheels, minimum 8.25" rims with minimum 11R-22.5 (NO EXCEPTIONS), minimum load range H, tubeless steel belted radial tires. Front tires highway tread. Rear dual applications to be self-cleaning lug design. Truck will come equipped with a full size spare wheel and tire to match.

Page 23, Changed to read:

- 4.20.7 Brakes - Air, Full power with automatic adjustment, air dryer and automatic drain valves. 4-channel ABS with traction control, rear axle mounted spring set parking brake. 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.

#### IFB Document section 005 - SUPPLEMENTAL TERMS & CONDITIONS

##### Add Insurance Requirements:

## Insurance.

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

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

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

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For Bodily Injury and Property Damage of \$1,000,000.00 per occurrence; \$2,000,000.00 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage  f. \$100,00.00
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000.00 per occurrence

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

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

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

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

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

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

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

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

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

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

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

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

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

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

009 - ATTACHMENTS

Attachment A

Price Schedule

Item 7 of Price Schedule, Changed to read:

ITEM	QUANTITY	DESCRIPTION
7	1 Each	Dozer/Tractor, Tracked

PRICE EACH: \$ NO BID

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

YEAR, MAKE & MODEL OFFERED:

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

WARRANTY:

WARRANTY SERVICE PROVIDER NAME:

WARRANTY FACILITY ADDRESS:

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

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

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

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

JH

Item 16 of Price Schedule, Changed to read:

ITEM	QUANTITY	DESCRIPTION
16	1 Each	Ice Resurfacing Machine

PRICE EACH: \$ NO BID

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

TRADE-IN ZAMBONI MODEL 500; TOTAL TRADE-IN PRICE: \$ \_\_\_\_\_

YEAR, MAKE & MODEL OFFERED:

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

TRANSMISSION OFFERED:

WARRANTY:

WARRANTY SERVICE PROVIDER NAME:

WARRANTY FACILITY ADDRESS:

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

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

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

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

Item 17 of Price Schedule, Changed to read:

ITEM	QUANTITY	DESCRIPTION
17	1 Each	Shredder/Grinder – Horizontal Type

PRICE EACH: \$ No BID

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

TRADE-IN VERMEER MODEL TG 525; TOTAL TRADE-IN PRICE: \$ \_\_\_\_\_

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

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

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

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

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

WARRANTY FACILITY ADDRESS: \_\_\_\_\_

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

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

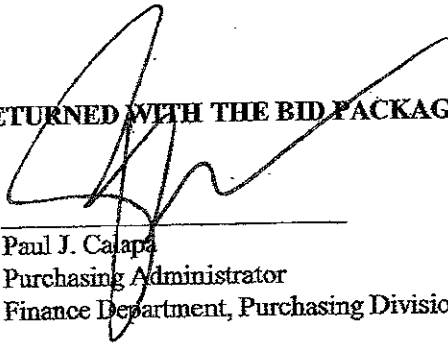
INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: \_\_\_\_\_

BID PRICES SHALL REMAIN FIRM FOR ALL ORDERS PLACED PRIOR TO THIS CUT OFF DATE. IN THE EVENT THAT CITY DOES NOT AWARD A CONTRACT PRIOR TO PRODUCTION CUT OFF DATE, CAN



BIDDER PROVIDE BID ITEMS, AT THE BID PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF  
DATE? \_\_\_\_\_.

**\*\*THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH THE BID PACKAGE\*\***



Paul J. Calapa  
Purchasing Administrator  
Finance Department, Purchasing Division

Date 7/31/2013  
Company Name COOPER EQUIPMENT CO.  
Address 17474 JUDSON ROAD  
City/State/Zip Code SAN ANTONIO, TX  
78247  
Signature John D House



# CITY OF SAN ANTONIO

P.O. Box 839966  
SAN ANTONIO, TEXAS 78283-3966

## ADDENDUM II

**SUBJECT:** Formal Invitation For Bid (IFB) 6100003104 HEAVY EQUIPMENT scheduled to open Wednesday, July 31, 2013 date of issue July 11, 2013.

**DATE:** July 26, 2013

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

**1. THE BID OPENING DATE REMAINS WEDNESDAY, JULY 31, 2013, 2:00 P.M. LOCAL TIME.**

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

4.6	ITEM	QUANTITY	DESCRIPTION
	2A	2 Each	Loader / Backhoe, 4WD, Enclosed Cab

### **SPECIFICATIONS:**

Page 12, Changed to read:

4.6.2 Drive Train – Minimum of four (4) forward and two (2) reverse gears with speeds ranging from 3.0 mph to 20.0 mph. Steering will be power hydrostatic or equal. Four-wheel drive (4WD).

4.7	ITEM	QUANTITY	DESCRIPTION
	2B	1 Each	Loader / Backhoe, 4WD, Open Cab

### **SPECIFICATIONS**

Page 12, Changed to read:

4.7.2 Drive Train – Minimum of four (4) forward and two (2) reverse gears with speeds ranging from 3.0 mph to 20.0 mph. Steering will be power hydrostatic or equal. Four-wheel drive (4WD).

4.10	ITEM	QUANTITY	DESCRIPTION
	5	1 Each	Loader, 4-Wheel Drive, Articulated, Minimum 3 CY capacity

### **SPECIFICATIONS:**

*OK*  
*7/31/2013*

Page 14, Changed to read:

- 4.10.9 Attachments – Light material, minimum SAE rated capacity three (3.0) cubic yard heaped. Bucket will be equipped with a heavy duty bolt-on type cutting edge. Shall be equipped with JRB hydraulic quick coupler for use with existing attachments. Will also include JRB Grapple Bucket. Unit shall be plumbed with hydraulics and operator controls to operate additional grapple bucket.

Page 15, Changed to read:

- 4.10.12 Cab – Enclosed ROPS/FOPS cab with OEM tinted safety glass windows, air conditioned heater with defroster, AM/FM radio, windshield washer, front and rear wipers, reclining suspension seat with seat belt and sun visor. One 12-volt power port. Steering wheel shall be tilt. Window guards installed on all windows.

4.11	ITEM	QUANTITY	DESCRIPTION
	6	2 Each	Loader, 4-Wheel Drive, Articulated, Minimum 5 CY

**SPECIFICATIONS:**

Page 15, Changed to read:

- 4.11.8 Attachments -- Light material, minimum SAE rated capacity 5 cubic yard heaped. Minimum dump clearance at 45 degree angle will be 110" inches. Bucket will be equipped with a heavy duty bolt-on type cutting edge. Shall be equipped with JRB hydraulic quick coupler for use with existing attachments. Will also include JRB Scrap Grapple Bucket - QC600SRGR. Unit shall be plumbed with hydraulics and operator controls to operate additional grapple bucket.
- 4.11.11 Cab – ROPS/FOPS cab with tinted safety glass windows, air conditioning, heater with defroster, AM/FM radio, windshield washer, front and rear wipers, reclining suspension seat with seat belt and sun visor. One (1) 12-volt power port. Steering wheel shall be tilt. Window guards installed on all windows.

**Added:**

- 4.11.14 Loader shall a dump height fully raised of a minimum of 117.4 inches

4.12	ITEM	QUANTITY	DESCRIPTION
	7	1 Each	Dozer/Tractor, Tracked

- 4.12.6 Blade – Semi-U Blade shall have a capacity of a minimum 9 cu yd with trash guard on top of blade and with lift and tilt operation..

4.13	ITEM	QUANTITY	DESCRIPTION
	8	1 Each	Dozer, Low Ground Pressure, with Winch

**SPECIFICATIONS:**

Page 17, Changed to read:

- 4.13.12 Winch – Rear mounted, hydraulic driven winch with in cab controls. Maximum line pull rating of 35,000 pounds and bare drum line speed rated at a minimum 40 feet per minute, with power in, power out, and free

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

YEAR, MAKE & MODEL OFFERED:

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

WARRANTY:

WARRANTY SERVICE PROVIDER NAME:

WARRANTY FACILITY ADDRESS:

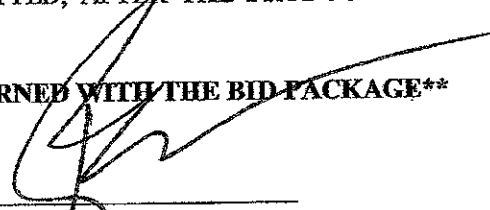
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**\*\*THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH THE BID PACKAGE\*\***

  
Paul J. Calapa  
Purchasing Administrator  
Finance Department, Purchasing Division

Date 7/31/2013

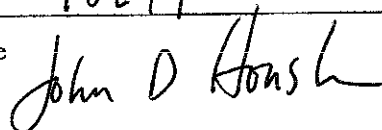
Company Name COOPER EQUIPMENT Co.

Address 17474 JUDSON ROAD

City/State/Zip Code SAN ANTONIO TX

78247

Signature



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

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

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

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

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

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

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

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

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

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

Name of Business:	COOPER EQUIPMENT Co	
Physical Address:	17474 Judson Rd.	
City, State, Zip Code:	San Antonio, TX 78247	
Phone Number:	210 657-5151	
Email Address:	george.cooper@sbcglobal.net	
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	<input checked="checked" type="radio"/> Yes	<input type="radio"/> No

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

If the answer to the question above is "Yes", stop here. If the answer to the above question is "No", provide responses to the following questions:		
Is the business located in the incorporated San Antonio city limits? (circle one)	Yes	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:

George A. Cooper  
(Print Name) Authorized Representative of Respondent

  
(Signature) Authorized Representative of Respondent

President  
Title

7/31/13  
Date

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