



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

FORMAL INVITATION FOR BID ("IFB") NO.: 6100008462

PURCHASE OF MEDIUM & HEAVY EQUIPMENT

Date Issued: JANUARY 27, 2017

BIDS MUST BE RECEIVED NO LATER THAN:
2:00 PM CENTRAL TIME, MARCH 8, 2017

ORIGINAL

Bids may be submitted by any of the following means:

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

Address for hard copy responses:

Physical Address:

City Hall
100 Military Plaza
San Antonio, Texas 78205

Mailing Address:

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

For Hard Copy Submissions, Mark Envelope

"PURCHASE OF MEDIUM & HEAVY EQUIPMENT"

Bid Due Date: 2:00 p.m. Central Time, MARCH 8, 2017

Bid No.: 6100008462

Bidder's Name and Address

Bid Bond: None Performance Bond: None Payment Bond: None Other: None

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: None

DBE / ACDBE Requirements: None

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

Pre-Submittal Conference * YES

* If YES, the Pre-Submittal conference will be held on FEBRUARY 2, 2017 at 1:00 P.M. at FLEET TRAINING ROOM, 329 S. Frio St., San Antonio, TX 78207

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

Email: ld.mcgarity@sanantonio.gov

Phone No.: 210-207-2078

Fax No.: 210-207-4360

002 - TABLE OF CONTENTS

002 - TABLE OF CONTENTS.....	2
003 - INSTRUCTIONS FOR BIDDERS	3
004 - SPECIFICATIONS / SCOPE OF SERVICES	10
005 - SUPPLEMENTAL TERMS & CONDITIONS	32
006 - GENERAL TERMS & CONDITIONS	35
007 - SIGNATURE PAGE	40
008 - STANDARD DEFINITIONS	41
009 - ATTACHMENTS	43

003 - INSTRUCTIONS FOR BIDDERS

Submission of Bids.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

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

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

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

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

Pre-Submittal Conference.

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

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

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

Changes to IFB.

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

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

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

Preparation of Bids.

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

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

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

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

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

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

Description of Supplies.

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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

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

Interlocal Participation.

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

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

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

Rejection of Bids.

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

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

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

The bid is conditional; or

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

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

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

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

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

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

Evaluation and Award of Contract.

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

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

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

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

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

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

Inspection of Facilities/Equipment.

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

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

Prompt Payment Discount.

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

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

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

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

Bid Protest Procedures.

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

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

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

Prohibited Financial Interest. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

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

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

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

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

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

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

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

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

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

If delivering by hand, deliver to:

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

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

Certificate of Interested Parties (Form 1295)

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

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

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

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

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

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

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

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

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

004 - SPECIFICATIONS / SCOPE OF SERVICES

- 4.1 SCOPE:** The City of San Antonio is soliciting bids to provide 40 medium and heavy equipment units in accordance with the Building and Equipment Specifications listed herein. This equipment will be utilized by the Transportation & Capital Improvements, Parks & Recreation, and Solid Waste Management Departments.
- 4.2 GENERAL CONDITIONS:** The following general conditions will apply to all items within this bid unless specifically excluded within any item.
- 4.2.1** Equipment shall be manufacturer's latest design, standard production model and shall have been manufactured within the last 12 months from the date of delivery to City. All components shall be installed new, unused, and shall be manufacturer's standard equipment unless otherwise specified or replaced herein. Equipment is to be inspected, serviced, and adjusted in accordance with manufacturer's recommended pre-delivery checklist, and ready for operation upon delivery. Manufacturer's Statement of Origin (MSO) showing manufacture within the last 12 calendar months, and completed pre-delivery checklists will be required at delivery. Equipment offered under the below listed specifications will be considered unacceptable if, for any reason, the equipment's, or major component's, long term availability on the U.S. market, or in the local area, is in doubt. All equipment will conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, subassemblies and component parts to be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The equipment furnished must conform to ANSI Safety Standard Z245.1-1999.
- 4.2.2** Equipment must include the maximum standard manufacturer's warranty on all components, with parts and service included. All components, parts and service shall include, as a minimum, a one year unlimited mileage/hours warranty. All warranty times shall start the date the vehicle is placed in service as determined by the City, not on the delivery date. The dealer will be notified by letter of the in-service date of each vehicle by serial number. Bidder shall fully explain the warranty by attaching separate, authenticated correspondence or entering such information in the remarks section of this bid. Warranty, reliability, and replacement captive parts costs and availability shall be a consideration in award of this bid. Warranty parts and service must be available within 50 mile radius of San Antonio City Hall from and by a factory-authorized dealer (NO EXCEPTIONS). In the event that a unit purchased from a vendor requires transportation outside of Bexar County for a repair covered under warranty, that vendor shall be responsible for paying for all cost associated with the transportation to and from the warranty repair facility. If the vendor chooses to travel to inspect the unit to determine if the repair needed is covered under warranty, all expenses shall be paid for by the vendor. All warranty repairs must be completed within three (3) business days from the date equipment is delivered to the vendor unless otherwise approved by the appropriate City of San Antonio BESD Fleet Operations Manager or designate. Bidders must certify that all repairs needed after the warranty period will be available within 50 mile radius of San Antonio City Hall.
- 4.2.3** Delivery - All deliveries are to be made inside the City limits of San Antonio. Vendor must deliver equipment to the following address:
- City of San Antonio,
Northeast Service Center,
10303 Tool Yard, Bldg. #2,
San Antonio, TX 78233
Attn: Acquisitions
- Delivery to a non-specified location will result in non-acceptance of the equipment by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS. Vehicles will be accepted 8:00 A.M. to 3:00 P.M. central time. Vehicles with more than 500 miles accumulated on the odometer will not be accepted. All vehicles are required to have a full tank(s) when delivered to City specified location.
- 4.2.4** **Equipment Manuals** – Successful bidder shall furnish one set of operator manuals covering all major components of the vehicle for each unit delivered. Successful bidder shall also provide two (2) complete sets of repair and parts manuals or CDs for each item bid, to include all major components, or prepaid 8-year subscription to manufacturer's maintenance/parts web site at no cost to the City. If, applicable, successful bidder shall provide a minimum (2) diagnostic software licenses and or software updates if diagnostic software is already currently being used by the City for a minimum (5) years after date of delivery. Online real time access is also accepted.

- 4.2.5 Training** – The City may require operational and maintenance training for equipment. If so, training shall be provided by a qualified instructor and conducted at a designated City facility. The City will not pay any cost incurred by the successful bidder in providing training. Training shall be provided no later than 30 days after the City takes delivery and accepts the new equipment at the specified City facility. Unless otherwise specified, training shall consist of a minimum (1) eight hour day. Payment for new equipment will not be made to successful bidder until training is completed. Operator training shall be coordinated with Fleet Operations staff. For equipment requiring more complex operation the City may require job site operational training that could last multiple days to assure proper machine operation.
- 4.2.6 Demonstrations** – The City may request, from selected vendors, a demonstration of proposed equipment. The City is under no obligation to demo all products proposed by vendors. If a demonstration is required, the City's Fleet Operations Manager will contact the vendor to schedule the product demonstration. This request will be considered an integral part of the bid process. Failure to comply may result in the bid being deemed nonresponsive, and therefore, not considered for award. Upon request, the vendor shall have a minimum of five (5) working days to provide and deliver the equipment to a location specified by City for the demonstration. The vendor shall make the equipment available for a minimum of five (5) working days at City's location, but not to exceed ten (10) working days.
- 4.2.7 Evaluation** – In the event that a demonstration is required, the equipment will be evaluated to determine if the unit meets the minimum bid specifications at the City's discretion.
- 4.2.8** All prices will be quoted F.O.B., designated City of San Antonio facility. All bids should include complete manufacturer's specifications for each model being bid.
- 4.2.9** Any equipment furnished must meet all Federal and State safety requirements and must be certified as minimum Tier IV Interim emissions compliant. Tier IV shall be offered. The engine offered by bidder must meet the Environmental Protection Agency (EPA) emission standards in effect at the time the bid is submitted. Bidder shall submit a copy of the applicable EPA certificate with its bid.
- 4.2.10** Units shall be equipped with OEM, or equal, warning and shut down systems for low oil pressure and or high coolant temperature at a minimum. This requirement applies to all bid line items.
- 4.2.11** Unless otherwise specified all equipment is to be standard OEM colors.
- 4.2.12 VEHICLE INSPECTION:** The vendor shall have each vehicle properly inspected in compliance with Texas motor vehicle laws. Texas Inspection Certificate shall accompany the vehicle when delivered to the receiving entity of the City of San Antonio.
- 4.2.13 BRAND NAMES:** Manufacturer names, trade names, brand names, and product numbers used herein are for the purpose of describing and establishing tested, compatible, approved and acceptable products that are of the type and quality required by the City. The use of pre-approved brand names are not intended to limit competition; therefore the phrase "or equal" is added. For purposes of this contract, the proposed "or equal" products shall require close adherence to the established standards of performance and quality inherently derived and reasonably expected from the brand named products specified herein. The City shall be the sole judge of equality and suitability.

4.3	ITEM	QUANTITY	DESCRIPTION
	1	1	Minimum 74 HP Grounds Wood Chipper

- 4.3.1 ENGINE:** Minimum 74 HP, 4 cylinder engine. Unit to deliver a minimum torque power of 108 lbs./ft.
- 4.3.2 GVWR:** Minimum 4,995 lbs.
- 4.3.3 FUEL SYSTEM:** Minimum 25 gallon tank; Diesel.
- 4.3.4 AXLE/ SUSPENSION:** Unit to be equipped with a torsion axle capable of 2,000 capacity.
- 4.3.5 FRAME:** Minimum .25" x 7" Z Channel; or equivalent.
- 4.3.6 INFEED OPENING HEIGHT /WIDTH:** To be a minimum of 12" x 17"

- 4.3.7 INFEED TABLE LENGTH /HEIGHT:** Infeed table length to be a minimum 32" inches and the height to be a minimum 26" from the ground.
- 4.3.8 DRUM SPEED:** Minimum 2,050 Revolutions Per Minute
- 4.3.9 TIRE SIZE:** Minimum ST235/80/R16 Load Range E (or equivalent), all weather tread design
- 4.3.10 CUTTING SYSTEM:** Unit required to have ability to clear feed roller jams for safe operation. Minimum 20" diameter x 20" width.
- 4.3.11 HITCH:** Must be equipped to be towed on a pintle hitch. Ball hitch connect will not be accepted.
- 4.3.12 FEED SYSTEM SAFETY:** Required bottom feed stop bar located on the leading edge of the feed table to enable to stop the rollers.
- 4.3.13 ELECTRICAL:** Unit to have LED front, rear, side, safety markers, and brake lights.

4.4	ITEM	QUANTITY	DESCRIPTION
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2	1	Non Self Propelled Trailer Mounted Air Compressors
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- 4.4.1 ENGINE:** Minimum Tier 4i, 82 HP or better, 4 cylinders. Unit to be equipped with a fuel/ water separator.
- 4.4.2 GVWR:** Minimum 2,840 lbs.
- 4.4.3 TRANSPORT:** Unit to be trailer mounted with jack stand an adjustable height hitch. Ball hitch to be 2 5/16". Track width to be a minimum 55 inches and tire size to be 205/75D15
- 4.4.4 FUEL SYSTEM:** Diesel, minimum 35 gallon tank. A DEF tank to be equipped, if applicable.
- 4.4.5 COMPRESSOR OUTPUT:** Unit to deliver a maximum operating pressure of 125 psi/ Cubic Feet per Minute (CFM) to be no less than 260.
- 4.4.6 HOSE REELS:** Front of unit to be configured to hold two (2) manually operated hose reels. Each reel to come equipped with a minimum 50 ft. of industrial strength hose. Each hose is to be connected to a coupling which is equipped with pressure release valves when compressor is on.
- 4.4.7 SAFETY:** Unit must be equipped with electrical brake light system, safety reflectors, and all precautionary stickers and/or notifications to ensure proper operation.

4.5	ITEM	QUANTITY	DESCRIPTION
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3	1	26' Scissor Lift
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- 4.5.1 ENGINE:** Unit to run on a minimum of four (4) 200 amp batteries and will produce a system voltage of 24 volts.
- 4.5.3 WEIGHT:** Minimum 4,000 lbs.
- 4.5.4 SPEED:** Unit will have a maximum speed of 2.5 mph.
- 4.5.5 WHEELBASE:** Unit will have a maximum wheelbase of 5'9".
- 4.5.6 TIRES:** Tires will be solid, non-marking and will be a minimum 16x5 in size.
- 4.5.7 PLATFORM:** Unit will have a maximum platform height of 26 feet (NO EXCEPTIONS) and a maximum capacity of 1,050 lbs. Platform length and height will be a minimum of 84" x 28".
- 4.5.8 LIFT/LOWER TIME:** Lift/Lower time will not to exceed 40 seconds.

4.5.9 SAFETY: Unit to be equipped with dual flashing beacon lights and a motion alarm when used.

4.5.10 TRAINING: A minimum 2 hour training session will be conducted at the department's request.

4.6	ITEM	QUANTITY	DESCRIPTION
	4	1	Non Self Propelled Skid Mounted Welder/Generator

4.6.1 RATED OUTPUT: 250A AC/25V/100% and 250A DC/25V/100%

4.6.2 OUTPUT RANGE: Minimum 9,000 Watts- Peak Minimum 8,500 Watts-Continuous

4.6.3 ENGINE: Minimum 20 HP; carbureted engine preferred.

4.6.4 FUEL: Gas, minimum 5 gallon tank.

4.6.5 DIMENSIONS: Minimum 28"H x 20"W x 40.5" D

4.6.6 NET WEIGHT: Minimum 500 lbs.

4.6.7 PROCESSES: All necessary components and attachments must be submitted for item bid. Unit to configured/ equipped to work in the following capacities: Stick, TIG, MIG.

4.7	ITEM	QUANTITY	DESCRIPTION
	5	1	Off Road Construction Material Handling Forklift

4.7.1 ENGINE: Minimum Tier 4i, 4 cylinder, 74 HP Diesel engine to be equipped with a fuel/water separator.

4.7.2 GVWR: Minimum 14,850 lbs.

4.7.3 ELECTRICAL: Minimum 12V Battery, 120 Amp alternator with a 680 CCA.

4.7.4 WHEELBASE: Minimum 84" Wheelbase

4.7.5 FUEL SYSTEM: Diesel- Minimum 23 gallon tank. Unit to be equipped with a minimum 1.5 gallon DEF tank, if applicable.

4.7.6 TRANSMISSION/ DRIVE: Unit must be equipped with a push button 4x4 engagement transmission. Hydrostatic power steering.

4.7.7 TIRES & WHEELS: Minimum front 19.5L x 24 and rear 12 x 16.5 aggressive terrain tread.

4.7.8 BRAKES: Foot operated, hydraulic actuated wet disc brake sealed in oil. Brakes operate individually or simultaneously. The park brake to be lever operated with a disc-type caliper.

4.7.9 FORKS: Minimum 48" forks.

4.7.10 LIFT CAPACITY: Unit must have a minimum lift capacity of 6,000.

4.7.11 MAST: Minimum 10' to extend to 20'.

4.7.12 CAB: Enclosed, unit to be equipped with AC/Heater, left and right outside mirrors, a minimum 5 lb. mounted fire extinguisher, front/rear windshield wipers, water temperature gauge, oil pressure gauge, fuel level gauge, volt meter, hour meter, and park brake warning light, oil pressure, water temperature and hydraulic oil restrictor warning lights, and lockable doors.

4.7.13 HYDRAULICS: Unit to be a minimum 30.5 GPM Capacity @ 2200 PSI @ 2200 RPM produced by a 2-stage pump. 3-spool control valve with a pre-set relief valve, 2 mast cylinders, 2 mast tilt cylinders and 1 mast side shift cylinder.

4.8	ITEM	QUANTITY	DESCRIPTION
	6	1	Walk Behind Extrusion Thermoplastic Applicator
4.8.1	GENERAL: The applicator shall consist of an operator-propelled unit with a 265-pound thermoplastic holding tank, air jacketed and heated with propane fired burner system. The tank shall be mounted on a metal framework that will support an extrusion die, the propane supply, and the bead delivery system. The frame work will be mounted on wheels for the application and operation.		
4.8.2	FRAMEWORK: The basic frame shall be constructed of tubular steel and able to support the active weight of the machine fully loaded, equal to at least 650 lbs. Welding of all components shall have good penetration, good fusion, and good appearance, without evidence of cracks or undercutting, in the best manner of the trade.		
4.8.3	DIMENSIONS: Overall length of the applicator, without pointer extended, is to be 48". Width from side to side to be 30". Overall height, excluding pointer in the up position, is to be 39". Empty weight is to be 240 lbs.		
4.8.4	WHEELS: The frame is to be supported by two 10" in diameter airless type front wheels. Tires and wheels shall bolt to heavy duty hubs with precision races and minimum 1" Timken bearings. Hubs shall have heavy duty grease fittings with dust caps and shall be mounted on a minimum 1" axle. The rear wheel shall be a heavy duty swivel caster with a foot actuated straight track locking mechanism. Rear wheel swivel bearing shall be heavy duty with a minimum load capacity of 500 lbs. The unit shall be capable of easy drag-free propulsion by a single operator.		
4.8.5	PROPANE SYSTEM: The propane system shall consist of a 20 pound cylinder, a system regulator, and related hoses rated for use with LPG systems. The system shall provide propane fuel to the main burner and the stainless steel jet burners on the applicator and extrusion dies.		
4.8.6	CONTROLS: The applicator will have adjustable steel handles convenient of the operator to operate and maneuver the applicator. Aluminum control handles will not be accepted.		
4.8.7	HEATING SYSTEM: The unit shall operate from a high pressure LP fuel system. Minimum operating pressure shall be adjustable from 4-7 PSI. The temperature of the molten thermoplastic shall be heated in the holding tank by a replaceable brass main burner with a minimum rating of 75,000 BTU to provide rapid heating of thermoplastic material. The LPG heating system shall be furnished with all necessary safety features, connections, fuel lines, regulators, etc. for connection to a propane cylinder. An inspection door in the material tank shall allow for safe lighting of the burners via a hand held torch supplied with the applicator for operator safety. Stainless steel jet burners shall be fitted at all material transfer valves and on each application die to assure proper operation of all functions. Units that heat general areas with the use of radiant heat will not be accepted.		
4.8.8	THERMOPLASTIC TEMPERATURE CONTROL: The heating system will be equipped with a pilot light and pilot safety valve connected with a thermocouple. The heating system main burner shall be controlled by a gas thermostat with adjustable range up to 550 degrees Fahrenheit. The thermostat will be linked by thermocouple to the hot thermoplastic in holding tank. Temperature gauge with readings up to 500 Fahrenheit shall be mounted into material tank. Thermostat controls shall be mounted into a moisture proof enclosure.		
4.8.9	HOLDING TANK: The machine shall have a thermoplastic storage capacity of 220 pounds in an insulated, vertical, air jacketed, all steel construction material tank. The top shall have two hinged lids for material loading and inspection with a safety locking mechanism to prevent potential for splashing out of molten material. The tank will be designed to allow rapid, safe, easy removal of the tank for changing of material colors or cleaning. The tank shall have a recessed opening at the bottom to transfer hot plastic to the extrusion die for application.		
4.8.10	MIXER: Material agitation shall be provided by one mixer paddle. This paddle shall be fabricated to prevent glass beads from settling out of the thermoplastic and to prevent scorching.		
4.8.11	BEAD HOPPER & HOSE: A separate all steel construction glass bead hopper with a capacity of at least 50 pounds of glass spheres shall be mounted on rear of the applicator. The hopper shall be connected to the bead dispenser with a see through flexible bead hose to monitor bead flow and a positive on-off cut off valve.		

- 4.11.4 FUEL SYSTEM:** Diesel, minimum 7 gallon tank. A DEF tank is to be equipped, if applicable.
- 4.11.5 ENGINE CONTROL & INSTRUMENTATION:** Key operated ignition/starter switch, throttle, and main battery disconnect switch. Electronic display screen shall be equipped to indicate fuel level, low battery charge, lube oil pressure, high coolant temperature, and engine hours.
- 4.11.6 COUPLER:** Unit to be equipped with a manually operated switch activated quick connect coupler design to remove and fasten different attachments.
- 4.11.7 BUCKET:** Minimum 36" wide x 18" high bucket capable of an operating load capacity of a minimum 550 lbs.
- 4.11.8 OVERALL HEIGHT:** Unit to be no more than 49" in height.
- 4.11.9 RIDE-ON STAND:** The Ride-On stand attachment is to be removable or must be a non-ride-on walk behind.

4.12	ITEM	QUANTITY	DESCRIPTION
	10	1	Trailer Attenuator

- 4.12.1 DESIGN:** Unit to be telescoping anti-rotation system designed for safety in the event of angled / rear impacts. Design to provide full width protection to the rear of the tow vehicle.
- 4.12.2 HITCH CAPACITY:** Attachment to a minimum 20 ton pintle hitch.
- 4.12.3 LENGTH:** Length not to exceed 18' feet.
- 4.12.4 WIDTH:** Width not to exceed 8' feet.
- 4.12.5 HEIGHT:** Height not to exceed 3' feet.
- 4.12.6 WEIGHT:** Weight to be approximately 1,900 lbs.
- 4.12.7 BRAKES:** Unit to be equipped with electric brake system designed to automatically active in the event of separation from tow vehicle.
- 4.12.8 AXLE & TIRES:** Axle to be rated for the weight of the trailer complete with any options. Fenders are to be provided on all tires and to be rated for the GVWR of the trailer.
- 4.12.9 LIGHTING:** Required lighting to meet all Federal, State, and DOT requirements. Trailer plug to be a standard 7-way plug.
- 4.12.10 ARROW BOARD:** A solar powered arrow board to be installed on the front of the trailer.

4.13	ITEM	QUANTITY	DESCRIPTION
	11	1	Enclosed Tracked Skid Loader

- 4.13.1 ENGINE:** Minimum 3 cylinder Tier 4i Diesel engine able to produce a minimum 84 HP.
- 4.13.2 GVWR:** Minimum 10,500 lbs.
- 4.13.3 TRANSMISSION/ DRIVE:** 2 speed Hydrostatic transmission.
- 4.13.4 BRAKE SYSTEM:** Unit to be equipped with spring applied, hydraulically released, wet multi disc parking brakes.
- 4.13.5 FUEL SYSTEM:** Diesel, minimum 28 gallon tank. A fuel/water separator to be equipped. A DEF tank is to be equipped, if applicable.

4.13.6 ENGINE CONTROL & INSTRUMENTATION: Six (6) individual ignition start codes OR a key operated ignition/starter switch, throttle, and main battery disconnect switch. Unit to be HVAC equipped. Electronic monitor indicates fuel level, low battery charge, lube oil pressure, high coolant temperature, and engine hours. Unit to be operated by a joystick with hand & foot controls.

4.13.7 BREAKOUT FORCE: Minimum 7,270 lbs.

4.13.8 TIPPING LOAD: Maximum 9,500 lbs.

4.13.9 COUPLER: Unit to be equipped with a switch activated quick connect coupler design to remove and fasten different attachments.

4.13.10 BUCKET: Minimum 78" wide bucket capable of an operating load capacity minimum of 3,000 lbs.

4.13.11 SAFETY: Seatbelt, back up camera, and audible back up alarm to be equipped.

4.14	ITEM	QUANTITY	DESCRIPTION
	12	1	Enclosed Wheeled Skid Loader

4.14.1 ENGINE: Minimum 3 cylinder Tier 4i Diesel engine able to produce a minimum 48 hp.

4.14.2 ELECTRICAL: Minimum 12V/ 108 CCA.

4.14.3 OPERATING WEIGHT: Minimum 5,027 lbs.

4.14.4 TRANSMISSION/ DRIVE: 2 speed Hydrostatic transmission.

4.14.5 WHEELS: Minimum 10 x 16.5, solid off road tires.

4.14.6 BRAKE SYSTEM: Unit to be equipped with spring applied, hydraulically released, wet multi disc parking brakes.

4.14.7 FUEL SYSTEM: Diesel, minimum 14 gallon tank. A fuel/water separator is to be equipped. A DEF tank is to be equipped, if applicable.

4.14.8 ENGINE CONTROL & INSTRUMENTATION: Six (6) individual ignition start codes or a key operated ignition/starter switch, throttle, and main battery disconnect switch. Unit to be HVAC equipped. Electronic monitor indicates fuel level, low battery charge, lube oil pressure, high coolant temperature, and engine hours. Unit to be operated by a joystick with hand & foot controls.

4.14.9 BREAKOUT FORCE: Minimum 4,012 lbs.

4.14.10 TIPPING LOAD: Minimum 3,000 lbs.

4.14.11 COUPLER: Unit to be equipped with a switch activated quick connect coupler design to remove and fasten different attachments.

4.14.12 BUCKET: Minimum 66" wide edge bucket.

4.14.13 ATTACHMENTS: One (1) minimum 66" Brush Grapple attachment comparable to usage with item awarded.

4.14.14 SAFETY: To be equipped with seatbelt and audible back up alarm; including working lights with two rear lights.

4.15	ITEM	QUANTITY	DESCRIPTION
	13	1	Enclosed Wheeled Skid Loader w/ Multiple Attachments

4.15.1 ENGINE: Minimum 3 cylinder Tier 4i Diesel engine able to produce a minimum 81HP.

4.15.2 ELECTRICAL: 12 Volt systems with a minimum 90 Ampere Alternator.

4.15.3 OPERATING WEIGHT: Minimum 8,252 lbs.

4.15.4 TRANSMISSION/ DRIVE: 2 speed Hydrostatic transmission.

4.15.5 WHEELS: Minimum 12 x 16.5, pneumatic off road tires.

4.15.6 BRAKE SYSTEM: Unit to be equipped with spring applied, hydraulically released, wet multi disc parking brakes.

4.15.7 FUEL SYSTEM: Diesel, minimum 23 gallon tank. A fuel/water separator to be equipped. A DEF tank is to be equipped, if applicable.

4.15.8 ENGINE CONTROL & INSTRUMENTATION: Six (6) individual ignition start codes or a key operated ignition/starter switch, throttle, and main battery disconnect switch. Unit to be HVAC equipped. Electronic monitor indicates fuel level, low battery charge, lube oil pressure, high coolant temperature, and engine hours. Unit to be hand & foot controls.

4.15.9 BREAKOUT FORCE: Minimum 5,350 lbs.

4.15.10 TIPPING LOAD: Minimum 6,200 lbs.

4.15.11 COUPLER: Unit to be equipped with a switch activated quick connect coupler design to remove and fasten different attachments.

4.15.12 BUCKET: Minimum 72" wide edge bucket capable of an operating load capacity minimum of 3,000 lbs.

4.15.13 ATTACHMENTS:

4.15.13.1 One (1) Bucket attachment

4.15.13.2 One (1) set of 48" forks – standard duty

4.15.13.3 One (1) sweeper attachment – pickup sweeper with steel broom

4.15.13.4 One (1) auger attachment – 6 inch, planetary, direct drive, solid bit.

4.15.14 SAFETY: Seatbelt and audible back up alarm to be equipped.

4.16	ITEM	QUANTITY	DESCRIPTION
	14	5	4 Ton Combo Drum & Pneumatic Tired Roller

4.16.1 ENGINE: Minimum Tier 4i, 45 HP @ 2,400 according to SAE J1995.

4.16.2 OPERATING WEIGHT: Minimum 8,385 lbs. (ROPS included).

4.16.3 PROPULSION: Drum drive on front to be vibrating. The pneumatic tires operated in pairs by separate drive motors. Unit shall be fully hydrostatic system with a forward & reverse level controlling direction and speed. Unit shall have infinitely variable speed with a maximum speed of 10 mph.

4.16.4 FUEL SYSTEM: Diesel, minimum 13 gallon tank. Full-flow, two-stage fuel filters with water separator. A DEF tank to be equipped, if applicable.

4.16.5 PNEUMATIC TIRES: 4qty smooth tires are to be equipped behind the drum. Tire size to be 7.50 x 16, 6 ply.

4.16.6 DRUM OPERATION/ VIBRATING SYSTEM: Drum rolling width to be not less than 51" inches and 32" in diameter. Drums to be steel, with minimum 0.65-inch shell thickness. The drum edges and contact points with the ground shall be visible for a seated operator to facilitate driving close to the curb-stones and obstacles. The drum shall have two (2) scrapers keeping the drums clean from asphalt fractions. The scrapers shall be individual/ wheel. The drum shall have a minimum oscillation of +/- 10 degrees related to each other created in the articulated steering joint.

4.16.7 COMPACTION: The machine shall have a drum vibrating with an AVC (automatic vibration control) as standard. The vibration system shall consist of a fixed displacement hydraulic pump driving fixed displacement motor

directly coupled to a drum eccentric mechanism. The eccentric shaft shall be mounted in bearings with oil bath lubrication. Drum frequency shall be not less than 3000 vpm and not less than .02" in nominal amplitude. The static linear load (including ROPS) shall be no less than 82/86 lbs./inch.

4.16.8 EMULSION TANK: Unit to be equipped with a 9 gallon Emulsion Tank with one (1) nozzle designated for each wheel.

4.16.9 SPRAY SYSTEM: Spray system shall have corrosion free water tank with a minimum capacity of 50 gallons. The water system should be a pressurized system equipped with a water spray sprinkler timer making it possible to infinitely vary the spraying time period and thereby save water. Spray system will have a 3-step filtering system with a strainer in the water tank fill hole, a strainer after the pump, and strainers on each spray nozzle. Spray nozzles should be possible to remove for cleaning without use of tools. The system will be equipped with an Automatic Watering Control that activated the spray-system whenever the roller is in motion and a manual possibility too.

4.16.10 BRAKES: The braking system shall consist of three (3) different systems: service, emergency, and parking brakes. The service brake shall work with the forward & reverse lever in the hydrostatic propulsion system. The emergency brake/stop should work with a separate red emergency knob that shuts off the diesel engine, the electric power and activates the spring-applied/ hydraulically released brakes. The parking brake should be a separate switch that activated the spring-applied/ hydraulically released brakes.

4.16.11 INSTRUMENT PANEL: Key type ignition, 12 volts, minimum 63 amp alternator and minimum 120 amp hour battery. Hour meter, engine oil, coolant temperature, hydraulic system restriction, alternator charge, neutral start position, fuel gauges and "brake on" indicator.

4.16.12 ACCESSORIES: Horn, SMV symbol attached to left rear of vehicle, 5 lb. ABC fire extinguisher, back-up alarm, two (2) front and two (2) rear adjustable flood lights. Unit to have rotating beacon/strobe light installed. Operator's seat shall be bucket type and able to move forward & backward with weight adjustments. The instrument panel with gauges and controls will have a lockable cover for vandalism protection.

4.16.13 SAFETY FEATURES: The unit shall be equipped with the following:

4.16.13.1 The engine should shut down and the parking brake will automatically engage after 4 to 10 seconds if the operator stands up from the seat without having activated the parking brake.

4.16.13.2 The diesel engine will not be possible to start unless the parking brake is activated and the forward & reverse lever is in neutral.

4.17	ITEM	QUANTITY	DESCRIPTION
	15	2	8 Ton Double Drum Vibratory Roller

4.17.1 ENGINE: Minimum Tier 4i, 100 SAE net horsepower.

4.17.2 OPERATING WEIGHT: Minimum 22,040 lbs.

4.17.3 PROPULSION: Dual drum hydrostatic drive with dual lever forward, reverse and travel speed control. Infinitely variable travel speed with three-speed drive and top speed of 7.4 mph.

4.17.4 FUEL SYSTEM: Diesel, minimum 55 gallon tank. Full-flow, two-stage fuel filter with water separator, Davco Fuel Pro 382, or proven equal. A DEF tank to be equipped, if applicable.

4.17.5 DRUM OPERATION/ VIBRATING SYSTEM: Minimum drum rolling width minimum 66-inches and 47 inches diameter. To be .65" shell thickness and curb clearance minimum 13". Drums to be steel, with minimum 0.65-inch shell thickness and a curb clearance of minimum 13 inches. Drums to be equipped with spring loaded, flexible, double acting, replaceable double blade scrapers, and full width coca mats or poly mats. Dual drum vibration system with independent on/off control for each drum. Switch for automatic vibration shutoff as travel control passes through the neutral position. Dual frequency shall be 2520 vpm in high amplitude and 1980 vpm in low amplitude. Maximum centrifugal force shall be minimum 26,400 lbs. per drum.

- 4.17.6 SPRAY SYSTEM:** Fan-jet type spray nozzles with filters, minimum 200 gallon corrosion resistant water tank with strainer and lockable fill cap. Must be pressurized and cover full width of each drum. Water flow to be adjustable from operator's position, and have variable intermittent spray control switch. Sprinkler to have variable flow adjustment for each drum.
- 4.17.7 BRAKES:** Parking brake shall be spring applied, hydraulic release disc type brake. Parking brake shall apply either with manual switch or upon engine shutdown.
- 4.17.8 INSTRUMENT PANEL:** Key type ignition, either 12 or 24 volts with a minimum 63 amp alternator and minimum 120 amp hour battery. Hour meter, engine oil, coolant temperature, hydraulic system restriction, alternator charge, neutral start position, fuel gauges and "brake on" indicator. Shall also include a density compaction monitor to be equipped in cab.
- 4.17.9 ACCESSORIES:** Unit to be all weather enclosed cab with AC/ Heating and defroster system. Horn, SMV symbol attached to left rear of vehicle, 20 lb. fire extinguisher, back-up alarm, two (2) front and two (2) rear adjustable flood lights. Unit to have rotating beacon/strobe light installed. Operator's seat shall be bucket type with adjustments for fore/aft and suspension. Seat shall slide laterally to provide left, right and center seating positions.
- 4.17.10 VANDALISM PROTECTION KIT:** Locked panels, locked doors/covers, locked fuel tank. 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.

4.18	ITEM	QUANTITY	DESCRIPTION
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	16	1	3 Cubic Yard Articulated Wheeled Loader w/ 72" Forks
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- 4.18.1 ENGINE:** Minimum Tier 4i, 151 net H.P., 6 cylinder minimum.
- 4.18.2 OPERATING WEIGHT:** Minimum 27,300 lbs.
- 4.18.3 TRANSMISSION:** Minimum 4F/3R Proportional w/ Electronic Control Module torque sensing auto shift/manual shift and modulation.
- 4.18.4 FUEL SYSTEM:** Diesel, minimum 50 gallon tank. Full-flow, two-stage fuel filter with water separator. A DEF tank is to be equipped, if applicable.
- 4.18.5 TIRES & WHEELS:** 20.5 x 25, cut resistant, L2/G2. Rims shall be equipped with valve stem protectors. Unit shall have rear full fenders and power train guard.
- 4.18.6 SAFETY:** Back-up alarm and lamp with horn. Rear view mirror, SMV emblem attached to left rear.
- 4.18.7 LIGHTING:** Minimum of four (4) headlight/working lights and two (2) rear working/flood lights, tail and stop lights, turn signal with 4-way flasher.
- 4.18.8 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.
- 4.18.9 BRAKES:** Hydraulically actuated, maintenance-free, multiple wet disc w/ accumulator to all four wheels.
- 4.18.10 INSTRUMENT PANEL:** Standard instrument gauges to include; speedometer, tachometer, hour meter, 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.
- 4.18.11 ATTACHMENTS:** Unit to be equipped with coupler. General purpose bucket minimum SAE rated capacity 3.00 cubic yard heaped. Minimum dump clearance at 45 degree angle will be 107" inches. Bucket will be equipped with a heavy duty bolt-on type cutting edge. (1) 72" fork attachment to be included. Bucket width must not exceed 8' 5".

overhead storage. Rearview mirrors on right and left sides. Standard equipment includes windshield wiper and washer, swing lights and work lights.

4.20	ITEM	QUANTITY	DESCRIPTION
	18	1	Tracked Excavator w/ Teleslick Attachment and 48" Bucket
4.20.1	ENGINE: Minimum Tier 4i, 4 cylinders, 173 HP or better. Liquid cooled, electronic controlled, vertical canister style lube filter attached to engine. Minimum 24 volt starter, 100 amp alternator, and 2 each of a 1000 CCA batteries. Remote mount primary fuel/ water separator.		
4.20.2	OPERATING WEIGHT: The complete excavator shall weigh not less than 54,452 pounds including not over 15,500 pounds of counterweight and shall have a ground bearing pressure of not more than 6.6 psi.		
4.20.3	TRANSMISSION/ DRIVE: Hydrostatic track drive system. Dual range, high torque piston motor powers each track. Three-stage planetary drive with integral speed limiting valve and automatic spring-set/hydraulic release wet disc parking brake. Two speed capable; travel and work.		
4.20.4	FUEL SYSTEM: Diesel, minimum 86 gallon tank. A DEF tank to be equipped if applicable.		
4.20.5	HYDRAULIC SYSTEM: The hydraulic system shall be equipped with one load sensing axial piston pump, providing a minimum variable flow output up to 110 GPM. .		
4.20.6	SWING & SWING BRAKE: Priority swing circuit with axial piston motor. Planetary transmission. Maximum swing speed shall not be less than 7.0 rpm. Automatic spring- set/ hydraulic release wet disc parking brake. Dynamic braking is provided by the hydraulic system. The rear upper structure should be equipped with swing clearance flashing lights. The complete boom assembly shall tilt thru an arc of (maximum) 220 degrees and shall telescope a minimum of 14' 4". The integral bucket adapter shall have a minimum of two pin positions and shall provide a bucket arc of not less than 165 degrees. Boom tilt speed shall be adjustable from the operator's station.		
4.20.7	DRAWBAR PULL: Minimum 38,324 lbs.		
4.20.8	FUNCTION FORCE: Boom Force minimum 24,941 lbs. and a Bucket Breakout Force to be a minimum of 25,405 lbs.		
4.20.9	UNDERCARRIAGE: The unit shall be mounted on a crawler undercarriage with minimum 31.5" heavy-duty triple grouser pads. The nominal track length shall be not less than 13'8" and width overall shall not exceed 10'6". Ground clearance shall be not less than 18". Each track shall be powered by a minimum 120 H.P. piston type motor through a planetary drive and shall be equipped with an automatic spring set – hydraulic release brake. The crawler drive shall be capable of two speed ranges with speeds of not less than 1.9 M.P.H. in low range and 3.4 M.P.H. in high range. Drawbar pull in low range shall be not less than 38,324 pounds. The undercarriage shall be complete with sealed track links, lubricated and sealed rollers and idlers, segmented track guides, motor guards, hydraulic track adjustment, and travel alarm.		
4.20.10	INDIVIDUAL TRACK CONTROL: Unit must be equipped with tracks able to counter-rotate to pivot machine about the swing centerline. Electronically operated travel alarm signals crawler movement in either direction.		
4.20.11	BUCKET/ ATTACHMENT: Minimum 48" wide bucket capable of an operating load capacity of a minimum 1 cubic yard to be part of Teleslick attachment. Teleslick attachment to have a minimum reach of 35 ft, model 8055-5007 or equal.		
4.20.12	ENGINE CONTROL & INSTRUMENTATION: Key operated ignition/starter switch, throttle, and main battery disconnect switch. Air cleaner condition indicator. Electronic monitor indicates fuel level, low battery charge, lube oil pressure, high coolant temperature, engine rpm, and engine hours. Fuel saving auto idle feature sends engine rpm to idle when control circuits are in neutral for seven seconds. Unit needs to be equipped with an automatic engine cutoff switch to protect from damage should a problem occur with engine.		
4.20.13	OPERATOR CONTROLS: Two electronic joysticks (hoist and bucket, telescope and swing), one rocker switch (tilt) control upper structure. Joysticks mounted on arm pods, independently adjustable for individual operator comfort and convenience. Quick change joystick pattern switch located on instrumental panel. Joysticks are self-centering; when controls are released, power for movement disengages and swing and tilt brake set		

automatically. Two electronic foot pedals (with handles) control crawler travel speed and direction, crawler steering, and crawler brakes. Toggle switch on arm pod allows selection of two crawler speed ranges.

4.20.14 OPERATOR CAB: The cab shall be of all-weather construction with tinted safety glass, self-storing front window, skylight, wiper washers, heater and defroster, A/C, AM/FM radio, acoustical lining, seatbelt, and four-way adjustable contour seat. The controls shall be self-centering type consisting of two electronic joysticks mounted on the armrests and one rocker switch for all upper structure movements.

4.21	ITEM	QUANTITY	DESCRIPTION
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	19	1	Low Ground Pressure Dozer w/ High Sprockets
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4.21.1 ENGINE: Minimum 7.0L displacement, Tier 4, 182 HP. Minimum 6 cylinders, 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.

4.21.2 OPERATING WEIGHT: Minimum 40,446 lbs.

4.21.3 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.

4.21.4 FUEL SYSTEM: Diesel, minimum 73 gallon tank. Full flow, two stage fuel filtering with water separator and minimum 5 gallon DEF tank.

4.21.5 FINAL DRIVE: Double reduction with pinion/bull gear arrangement or planetary. Low Ground Pressure, high sprocket inner bearing seal trash guard will be provided on each side. High drive is mandatory. Track guides required front and rear. Track shoes, minimum 33.1 inches wide, and full heavy duty grousers. Maximum ground pressure 4.5 PSI. Track rails to be abrasion resistant, sealed and lubricated.

4.21.6 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.

4.21.7 BLADE: Blade to be a minimum 10' wide, 43" in height, and a capacity of 3.2 cubic yard.

4.21.8 WINCH: Rear mounted, PTO driven winch with in cab controls. Maximum line pull rating of 54,100 pounds and bare drum line speed rated at a minimum 40 feet per minute, with power in, power out, and free spool. Winch and bracket length is 3.76 feet; winch case width is 3.2 ft. Steel cable to be minimum 3/4 inches in diameter and minimum 100 feet long with tail chain and hook.

4.21.9 CAB: All weather pressurized OSHA Standard ROPS/FOPS cab with air conditioning and heater with defroster (roof mounted air conditioning is not 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.

4.21.10 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.

4.22	ITEM	QUANTITY	DESCRIPTION
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	20	1	Tracked Loader with 3.0 Cubic Yard Bucket with Teeth
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4.22.1 ENGINE: Minimum Tier 4i, with a minimum 193 HP. Engine protection system for low oil pressure, high engine or hydraulic system temperature.

4.22.2 OPERATING WEIGHT: Minimum 44, 771 lbs. and not to exceed 45,178 lbs.

4.22.3 TRANSMISSION: Hydrostatic drive/ transmission.

- 4.22.4 FUEL SYSTEM:** Diesel, minimum 84.5 gallon tank. Dual fuel filters with water separator element, and a minimum 4 gallon (16 L) DEF tank if applicable.
- 4.22.5 FINAL DRIVE:** Double reduction with pinion/bull gear arrangement or planetary. Track guides required front and rear.
- 4.22.6 UNDERCARRIAGE:** Unit to have an enhanced sealed and lubricated track End section track guiding guards. Hydraulic track adjuster. Sprocket rims with replaceable bolt-on tough steel segments; equipped with sprocket guards. Seven track rollers per side with two upper carrier rollers and conventional type idlers; lifetime lubricated operating on oscillating track roller frames. Maximum 11.1 ground pressure; PSI. Full length, heavy duty, bottom /drive train protection with pull/tow hook.
- 4.22.7 BUCKET:** Bucket to be a maximum 102" inches wide, and a maximum capacity of 3.0 cubic yard. Bucket to be equipped with bucket tooth tips and edge segments
- 4.22.8 CAB:** All weather pressurized OSHA Standard ROPS/FOPS cab with air conditioning and heater with defroster (roof mounted air conditioning is not 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.
- 4.22.9 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.

4.23	ITEM	QUANTITY	DESCRIPTION
	21	1	Ride On Sidewalk/ Walkway Sweeper

4.23.1 ENGINE: Minimum 28 HP/ Diesel, minimum 8 gallon tank with minimum 1 gallon DEF tank.

4.23.2 GVW: Minimum 2,600 lbs.

4.23.3 MACHINE DIMENSIONS:

4.23.3.1 Minimum 102"- Length

4.23.3.2 Minimum 46"- Width

4.23.3.3 Minimum 84"- Height

4.23.3.4 Minimum 1,860 Lbs.

4.23.4 VOLUME CAPACITIES: Hopper Capacity must not exceed 110 gallons. Bag capacity must not exceed 55 gallons.

4.23.5 TRANSMISSION: Hydrostatic type transmission; both rear wheels. Tires are to be all terrain.

4.23.6 SUCTION HOSE: Unit is to be equipped with an adjustable vacuum hose that can be repositioned for easy litter pick up when unit is in use.

4.23.7 SAFETY: ROPS certified overhead bar provides operator protection from rollovers.

4.24	ITEM	QUANTITY	DESCRIPTION
	22	1	Asphalt Paver

4.24.1 OPERATING WEIGHT: Not to exceed 18,875 lbs.

4.24.2 STANDARD PAVING RANGE: Range to be between a minimum 5' 8" and a maximum 11' 5".

- 4.24.3 MAXIMUM PAVING WIDTH:** Unit to be equipped with bolt on extensions for a maximum paving width that shall not to exceed 15' 2".
- 4.24.4 ENGINE:** Unit is to be a minimum Tier 4i and to deliver a minimum 73 gross horsepower.
- 4.24.5 FUEL TANK:** Unit to be equipped with a minimum 28 gallon fuel tank. A DEF tank to be provided, if applicable.
- 4.24.6 FEEDER SENSOR:** Two (2) non-contacting auger sonic sensors that automatically control the feeders and to augers to maintain a preset amount of material ahead of the screed.
- 4.24.7 WASHDOWN TANK:** A minimum 6 gallon wash down tank with spray gun or spray nozzle to be equipped.
- 4.24.8 UNIT NOT TO EXCEED THE FOLLOWING:**
- 4.24.8.1** No more than 16' 5" Operating Length
 - 4.24.8.2** No more than 10' 5" Operating Width.
 - 4.24.8.3** Operating Height with Canopy no to exceed 11' 2"
 - 4.24.8.4** Transport Length not to exceed 16'
 - 4.24.8.5** Transport width not to exceed 8' 5"
 - 4.24.8.6** Transport height (canopy retracted) not to exceed 8' 6"
 - 4.24.8.7** Track entry height maximum to be 22"
 - 4.24.8.8** Track entry width maximum to be 10' 6"
- 4.24.9 SEATING:** Minimum 2-pivoting vinyl operator seats with suspension & flip up armrests, sliding control console, steering wheel with power assist steering.
- 4.24.10 STEERING:** Dual propel pumps & motors, 3 modes – propel modes, Pave/ Travel/ Maneuver. Maximum speed to not exceed 7.5 MPH.
- 4.24.11 BRAKES:** Unit must be equipped with both service & parking brakes.
- 4.24.12 LIGHTING:** Unit to be equipped with a minimum 2 front & 2 rear halogen flood lamps.

4.25	ITEM	QUANTITY	DESCRIPTION
	23	4	Enclosed Tracked Skid Steer with Asphalt Float and Planer Attachments

- 4.25.1 ENGINE:** Minimum 3 cylinder Tier 4i Diesel engine able to produce a minimum 110 gross HP.
- 4.25.2 OPERATING WEIGHT:** Minimum 10,915 lbs.
- 4.25.3 TRANSMISSION/ DRIVE:** 2 speed Hydrostatic transmission.
- 4.25.4 BRAKE SYSTEM:** Unit to be equipped with spring applied, hydraulically released, wet multi disc parking brakes.
- 4.25.5 FUEL SYSTEM:** Diesel, minimum 32 gallon tank. A fuel/water separator to be equipped. A DEF tank is to be equipped, if applicable.
- 4.25.6 ENGIE CONTROL & INSTRUMENTATION:** Key operated ignition/starter switch, throttle, and main battery disconnect switch. Electronic monitor indicates fuel level, low battery charge, lube oil pressure, high coolant temperature, and engine hours.
- 4.25.7 BREAKOUT FORCE:** Tilt Cylinder- not to exceed 7,470 lbs. Lift Cylinder not to exceed 6075 lbs.
- 4.25.8 TIPPING LOAD:** Not to exceed 9,700 lbs.
- 4.25.9 COUPLER:** Unit to be equipped with a switch inside the cab that activates the quick connect coupler design to remove and fasten different attachments.
- 4.25.10 BUCKET:** Minimum 60" wide bucket capable of an operating load capacity minimum of 2,500 lbs.

4.25.11 SAFETY: Seatbelt, back up camera, and audible back up alarm to be equipped.

4.25.14 WATER COOLING SYSTEM: A minimum 40 gallon water tank to be custom mounted on roof of unit. Tank to be connected to a sprinkler system and used to cool Planar bits and dust control, if necessary. Sprinkler on/off switch to be located in cab.

4.25.A ASPHALT FLOAT OPTION A SPECIFICATIONS:

- 4.25.A.1** Paving width to be adjusted hydraulically.
- 4.25.A.2** Asphalt width adjustment (independent on RH-LH side) to be mechanical.
- 4.25.A.3** Transverse tile to be a minimum 5 degrees.
- 4.25.A.4** Unit to be equipped with a locking device.
- 4.25.A.5** Operating weight to be a minimum 1,450 lbs.

4.25.B PLANAR ATTACHMENT OPTION B SPECIFICATIONS:

- 4.25.B.1** Planar to provide a 47" width of cut, utilizing 90 bits.
- 4.25.B.2** Planar overall width to be no more than 73".
- 4.25.B.3** Unit to be Self-leveling, independent right/left depth control, side shift, and tilt.
- 4.25.B.4** Unit to have a 5" max depth of cut.
- 4.25.B.5** Powered by 2-direct drive units.

4.26	ITEM	QUANTITY	DESCRIPTION
	24	1	Class 8 GVWR Mastic Surface Sealer Distributor Truck

4.26.1 ENGINE: In line six cylinders with a minimum 400 HP rated at a minimum 1,450 RPM. Engines to be equipped with OEM or equal shut down control on high water temperature and low oil pressure. Electronic engine controls must have all necessary components and wiring to allow for complete operation of a power take off at a pre-determined RPM using an in-cab control (must be load sensitive). Maximum road speed to be electronically limited to 68 MPH +/- 5 MPH. Cruise control will not be activated.

4.26.2 ELECTRICAL: Units to be equipped with three (3) minimum 12-volt, heavy duty batteries (total 2100 CCA). Battery shutoff switch to be equipped.

4.26.3 TRANSMISSION/ DRIVE: Automatic transmission, Allison 4500RDS or equivalent.

4.26.4 CAB TO AXLE: Minimum 146" inches.

4.26.5 FRONT AXLE: Dana Spicer (or equivalent) minimum 20,000-lbs. capacity with 20,000-lbs. taper leaf spring suspension. Front Hubs to be iron pre-set or aluminum pre-set plus. Front shock absorbers to be heaviest duty available for specified axle.

4.26.6 REAR AXLE: Dana Spicer (or equivalent) minimum 46,000-lbs. capacity tandem axle with 46,000-lbs. spring or air suspension. Rear Hubs to be iron pre-set plus or aluminum pre-set plus.

4.26.7 SUSPENSION: Minimum 64,000 lbs. capacity, Air Trac or equivalent.

4.26.8 WHEELS & TIRES: Front wheels to be 10 hole hub piloted, steel disk wheels, 315/80, steel belted tubeless radials. Front wheels to be highway tread design. Real dual wheel application to be 11R22.5 self-cleaning, lug design. Florescent loose lug indicators on front and back.

4.26.9 BRAKES: Full air disk brake system. S-cam type, manufacturer's heavy duty brake linings, spring set parking brakes. Front and rear with automatic slack adjusters. Minimum 13 CFM compressor, Bendix 4S4M Air or equal. Spring set parking brakes on both rear axles. All brake drums to be cast iron. Brake linings to be non-asbestos. Quick connect couplings to be located in a protected area near the front bumper. Couplings will not be mounted to the bumper. Female coupling ½" Milton M Type or approved equal to air tanks.

4.26.10 FUEL SYSTEM: Single left or right hand aluminum or steel tank mounted under cab or dual left and right hand step tanks mounted under cab. Minimum total fuel capacity to be 120 gallons. Fuel filtration to include primary and

secondary filtering systems with automatic water separator. Truck shall be equipped with a DEF, if applicable. Truck will be delivered with full fuel and DEF tanks.

4.26.11 COLOR: OEM white.

4.26.12 CAB: Standard cab with running boards, tilt hood and fenders, left and right hand cab grab handles, and manufacturer's standard AM/FM radio. Power windows, power doors, power mirrors. Doors to have armrests. Units to be factory equipped with installed OEM air conditioner, integral heater, defroster units, insulated cab headliner, standard left and right side sun visor, left and right outside manual mirrors, West Coast type, single piece, minimum 7-inches x 16-inches painted, split focus type (flat area, adjustable convex), spring loaded, retractable, heavy duty mirrors. Parabolic mirror installed on right front fender to provide view of obstacles on right side of tractor from front bumper to rear wheels. Driver seat to be bucket type, National Cush-n-Aire or equal. Passenger seat to be non-suspension bucket seat. All seat belts to be Safety Orange colored (seat belt covers will not be acceptable). A backup camera and audible back up alarm to be equipped.

4.26.13 EXHAUST SYSTEM: Stainless steel, vertical (NO EXCEPTIONS).

4.26.14 COOLANT SYSTEM: Largest capacity radiator available.

4.26.15 UNIT TO BE EQUIPPED WITH THE FOLLOWING ADDITIONAL EQUIPMENT:

- 4.26.15.1 Two (2) horns; One (1) air horn, One (1) electric
- 4.26.15.2 Integral power steering
- 4.26.15.3 Turn Indicators, front and rear, stop and tail lights
- 4.26.15.4 Tachometer
- 4.26.15.5 Adjustable steering column
- 4.26.15.6 USB/power port for use with cell phone
- 4.26.15.7 Water temperature, oil pressure, tachometer and volt or amp gauges.
- 4.26.15.8 DOT reflector flare kit
- 4.26.15.9 Electronic Back up alarm
- 4.26.15.10 Minimum AM/FM radio
- 4.26.15.11 5lb ABC fire extinguisher
- 4.26.15.12 Fixed interval wiper control with windshield washer

4.26.16 SURFACE SEALER DISTRIBUTOR SPECIFICATIONS:

4.26.16.1 SIZE: 3,000 gallon truck mounted mastic surface sealer to be a minimum 84" in diameter- 12 ft. in length- 3/8" thick steel tank with a top mounted manway and 3" inch loading port. Unit to have a hydraulic powered agitation system w/ forward & reverse and a specially designed agitator for aggressive mixing.

4.26.16.2 SPRAY SYSTEM: Unit to be equipped with a hurricane spray system. Hurricane spray system is designed to circulating Black Onyx or equivalent material through pumps or spray bar. Spray system must deliver a minimum 200 GPM capacity. (NO EXCEPTIONS). Design to be capable of high pressure spraying and pumping high aggregate loads.

4.26.16.3 SPRAY BAR: Unit to be equipped with an 8ft wide spray bar with 2 foldable wing extensions. Unit to come equipped with side shift on spray bar. Spray bar height is to be adjustable from 16" to 24" off pavement surfaces. Wings are designed for multiple length extensions and are hydraulically actuated. Spray bar capable of spraying left wing, right wing, main bar, or all1together. Two (2) 2-tip extensions capable of shooting 12 ft. wide are to be included. Spray bar controls will have a rear facing control station with manual tip control valves. Spray bar and extension are equipped with removable ends for cleaning.

4.26.16.4 MISCELLANEOUS:

- 4.26.16.4.1 One large primary strainer basket and two (2) secondary strainer baskets are to be equipped.
- 4.26.16.4.2 Unit to be equipped with one (1) 75 gallon water tank and hydraulically driven water spray system for wash down.
- 4.26.16.4.3 Two (2) stage main hydraulic pump
- 4.26.16.4.4 Hand spray wand port & valve (past secondary strainer).

- 4.26.16.4.5 Unit equipped with front and rear mounted LED strobe lights.
- 4.26.16.4.6 Unit equipped with LED work lights
- 4.26.16.4.7 Scale system to be installed with indicator and printer
- 4.26.16.4.8 One (1) GPS distance measurement system installed.

4.26.16.5 TRAINING: A mandatory 4 hour training course to be conducted by bid winner of this item.

4.27	ITEM	QUANTITY	DESCRIPTION
	25	1	Sweeper Scrubber, Riding (Broom Sweeper)
4.27.1	ENGINE: Minimum 74 HP, 4 cylinder engine, full flow spin on oil filter, air cleaner dual element type with pre-cleaner. Unit to be equipped with a fuel/water separator. EPA rated Tier 4.		
4.27.2	GVWR: Minimum 5,000 lbs.		
4.27.3	FUEL SYSTEM: Minimum 27 gallon tank.		
4.27.4	TRANSMISSION/DRIVE: Hydrostatic, coupled to a 2-speed gearbox with neutral shift for towing. Low gear maximum speed 13 MPH, high gear maximum speed 34 MPH.		
4.27.5	BRAKES: Equipped with dual master cylinder, four wheel hydraulic self-adjusting on rear and disc on front, and mechanical parking brake with engaging light.		
4.27.6	HYDRAULIC SYSTEM/TANK: Pump capacity to be minimum 26 GPM at 2,600 RPM. Minimum pump operating pressure to be 3,000 PSI. Minimum 27 gallon hydraulic tank w/100 mesh suction strainer. Two 10 micron replaceable elements, suction and return.		
4.27.7	MAIN FRAME: 6" channel steel welded with heavy structural steel with gussets at stress points.		
4.27.8	MAIN BRUSH: Minimum 8' wide full poly broom.		
4.27.9	TIRES: Tires to be LT225 x 75 x 16 all-terrain design, load range E.		
4.27.10	BROOM CONTROLS: Single lever joystick control valve w/adjustable down pressure and float position, core angling, core height and electric core lock,		
4.27.11	INSTRUMENTS/CONTROLS: Minimum of Water Temperature, Oil Pressure, Volt Meter, Tachometer, Hour Meter, Fuel Gauge, Reverse Alarm, Rear View Mirror, Engine Throttle, Directional Control and Traffic Horn.		
4.27.12	SEAT: Padded seat with arm rest and seat belts.		
4.27.13	TOW HITCH: Unit to have collapsible, retractable or folding tow hitch bar to fit a Pintle Hitch. Hitch bar to securely mount upright towards the front of the unit while in use.		
4.27.14	CAB: Provide an enclosed cab with safety glass, to include wipers for both the front and back windshields. Unit shall include west coast mirrors.		
4.27.15	HVAC: Cab shall include pressurized air conditioning for both cold and heat for operator convenience; with a defrost capability for the front windshield.		
4.27.16	LIGHTING: Sweeper shall include turn signals, warning lights, headlights and taillights. The unit shall have an amber strobe light mounted on the top rear of cab.		
4.27.17	ACCEPTABLE MODEL: Bruce Broom 350 Series or Proven Equal.		

4.28	ITEM	QUANTITY	DESCRIPTION
	26	3	2.3 Cubic Yard Articulated Wheeled Loader with 60" Fork Attachments
4.28.1	ENGINE: Minimum Tier 4i, 129 net H.P., 4 cylinder minimum.		
4.28.2	OPERATING WEIGHT: Minimum 22,855 lbs.		
4.28.3	TRANSMISSION: Minimum 4F/3R Proportional w/ Electronic Control. Module torque sensing autoshift/manual shift and modulation.		
4.28.4	FUEL SYSTEM: Diesel, minimum 50 gallon tank. Full-flow, two-stage fuel filter with water separator. A DEF tank is to be equipped, if applicable.		
4.28.5	TIRES & WHEELS: 17.5 x 25 XTLA, cut resistant. Rims shall be equipped with valve stem protectors. Unit shall have rear full fenders and power train guard.		
4.28.6	SAFETY: Back-up alarm and lamp with horn. Rear view mirror, SMV emblem attached to left rear.		
4.28.7	LIGHTING: Minimum of four (4) headlight/working lights and two (2) rear working/flood lights, tail and stop lights, turn signal with 4-way flasher.		
4.28.8	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.		
4.28.9	BRAKES: Hydraulically actuated, maintenance-free, multiple wet disc with accumulator to all four wheels.		
4.28.10	INSTRUMENT PANEL: Standard instrument gauges to include; speedometer, tachometer, hour meter, 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.		
4.29.11	ATTACHMENTS: General purpose bucket minimum SAE rated capacity not to exceed 2.3 cubic yard heaped. Minimum dump clearance at 45 degree angle will be 107" inches. Bucket will be equipped with a heavy duty bolt-on type cutting edge. (1) 60" fork attachment to be included. Bucket width must not exceed 8' 5". Unit shall be equipped with a coupler that is compatible to fork attachments.		
4.29.12	LENGTH w/ BUCKET: Not to exceed 22' 6".		
4.29.13	WIDTH OVER TIRES: Total width to not exceed 8' 5".		
4.29.14	HINGE PIN HEIGHT: 142" inches minimum.		
4.29.15	BREAKOUT FORCE: Minimum 19,300 lbs.		
4.29.16	VANDALISM PROTECTION KIT: Full OEM vandalism protection package to include locking engine panels, light covers/guard for brush and debris, fluid cap locking devices, battery box cover with locking device, tool box with locking device. All locks shall be keyed alike. A heavy duty padlock is acceptable. Master on/off switch.		
4.30	ITEM	QUANTITY	DESCRIPTION
	27	1	Tracked Loader with 3.2 cubic yard Multi-Purpose Bucket
4.30.1	ENGINE: Minimum 6.8, Tier 4i, with a minimum 190 HP. Engine protection system for low oil pressure, high engine or hydraulic system temperature.		
4.30.2	OPERATING WEIGHT: Minimum 44,770 lbs.		
4.30.3	TRANSMISSION: Hydrostatic drive/ transmission.		

- 4.30.4 FUEL SYSTEM:** Diesel, minimum 84 gallon tank. Dual fuel filters with water separator element, and a minimum 5 gallon DEF tank, if applicable.
- 4.30.5 FINAL DRIVE:** Double reduction with pinion/bull gear arrangement or planetary. Track guides required front and rear.
- 4.30.6 UNDERCARRIAGE:** Unit to have an enhanced sealed and lubricated track End section track guiding guards. Hydraulic track adjuster. Sprocket rims with replaceable bolt-on tough steel segments; equipped with sprocket guards. Seven track rollers per side with two upper carrier rollers and conventional type idlers; lifetime lubricated operating on oscillating track roller frames. Maximum 12 ground pressure PSI. Full length, heavy duty, bottom /drive train protection.
- 4.30.7 BUCKET:** Multi-purpose/ 4-in-1 bucket to be a minimum 100 inches wide, and a minimum capacity of 2.6 cu yd. and maximum of 3.2 cu. yd. Bucket to be equipped with bucket tooth tips and edge segments
- 4.30.8 CAB:** All weather pressurized OSHA Standard ROPS/FOPS cab with air conditioning and heater with defroster (roof mounted air conditioning is not 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.
- 4.30.9 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.

4.31	ITEM	QUANTITY	DESCRIPTION
	28	1	Enclosed Wheeled Skid Loader w/Grappler

- 4.31.1 ENGINE:** Minimum 3 cylinder Tier 4i Diesel engine able to produce a minimum 74 hp.
- 4.31.2 ELECTRICAL:** 12 Volt systems with a minimum 80 Ampere Alternator.
- 4.31.3 OPERATING WEIGHT:** Minimum 6,790 lbs. and maximum 8,500lbs
- 4.31.4 TRANSMISSION/ DRIVE:** 2 speed Hydrostatic transmission.
- 4.31.5 WHEELS:** Minimum 12 x 16.5, solid off road tires.
- 4.31.6 BRAKE SYSTEM:** Unit to be equipped with spring applied, hydraulically released, wet multi disc parking brakes.
- 4.31.7 FUEL SYSTEM:** Diesel, minimum 24 gallon tank. A fuel/water separator is to be equipped. A DEF tank is to be equipped, if applicable.
- 4.31.8 ENGINE CONTROL & INSTRUMENTATION:** Six (6) individual ignition start codes or a key operated ignition/starter switch, throttle, and main battery disconnect switch. Unit to be HVAC equipped. Electronic monitor indicates fuel level, low battery charge, lube oil pressure, high coolant temperature, and engine hours. Unit to be operated by a joystick with hand & foot controls.
- 4.31.10 TIPPING LOAD:** Maximum 5,380 lbs.
- 4.31.11 COUPLER:** Unit to be equipped with a switch activated quick connect coupler design to remove and fasten different attachments.
- 4.31.12 BUCKET:** Minimum 70" wide edge bucket capable of an operating load capacity minimum of 2,200 lbs.
- 4.14.13 ATTACHMENTS:** One (1) Brush Grapple attachment comparable to usage with item awarded.
- 4.14.14 SAFETY:** Seatbelt and audible back up alarm to be equipped.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

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

Liquidated Damages for Delay:

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

Change Orders.

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

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

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

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

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

Insurance.

- A) Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department-Purchasing Division, which shall be clearly labeled **"Purchase of Medium and 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. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Finance Department-Purchasing Division. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.
- B) The 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.
- C) A Vendor's financial integrity is of interest to the City; therefore, subject to Vendor's right to maintain reasonable deductibles in such amounts as are approved by the City, Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Vendor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do

business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

- D) Vendor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Vendor herein, and provide a certificate of insurance and endorsement that names the Vendor and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Vendor. Respondent shall provide the 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.
- E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Vendor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Vendor shall pay any costs incurred resulting from provision of said documents.
- City of San Antonio
Attn: Finance Department-Purchasing Division
P.O. Box 839966
San Antonio, Texas 78283-3966
- F) 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 the 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 the 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 the 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 the City.
 - Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
- G) 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.
- H) In addition to any other remedies the 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, the 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.

- I) Nothing herein contained shall be construed as limiting in any way the extent to which Vendor may be held responsible for payments of damages to persons or property resulting from Vendor's or its subcontractors' performance of the work covered under this Agreement.
- J) It is agreed that Vendor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.
- K) 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 the City shall be limited to insurance coverage provided..
- L) Vendor and any Subcontractors are responsible for all damage to their own equipment and/or property.

Incorporation of Attachments.

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

Attachment A – Price Schedule

Attachment B – City of San Antonio Local Preference Program Forms

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

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

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

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

Invoicing and Payment.

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

Information Required On Invoice.

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

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

Payment by City.

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

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

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

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

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

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

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

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

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

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

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

Termination.

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

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

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

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

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

INDEMNIFICATION.

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

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

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

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

Records Retention.

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

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

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

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

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

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

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

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

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

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

Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

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

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

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

007 - SIGNATURE PAGE

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

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

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

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

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

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

Bidder Information:

Please Print or Type:

Vendor ID No.: V1001124

Signer's Name: Brandon Nielsen

Name of Business: RDO Equipment Co.

Street Address: 19275 N. IH 35

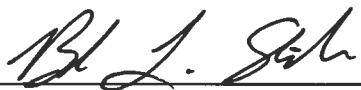
City, State, Zip Code: New Braunfels, TX 78132

Email Address: bnielsen@rdoequipment.com

Telephone No.: 830-632-3100

Fax No.: 830-632-3099

City's Solicitation No.: 6100008462


Signature of Person Authorized to Sign Bid

008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PRODUCTION CUT-OFF DATE: _____

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

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

ITEM	QUANTITY	DESCRIPTION
2	1	Non Self Propelled Trailer Mounted Air Compressors

PRICE EACH: \$ _____

TOTAL: \$ _____

YEAR, MAKE & MODEL OFFERED:

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

WARRANTY:

WARRANTY SERVICE PROVIDER FACILITY NAME:

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

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

PRODUCTION CUT-OFF DATE: _____

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

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

ITEM	QUANTITY	DESCRIPTION
3	1	26' Scissor Lift

PRICE EACH: \$ _____

TOTAL: \$ _____

YEAR, MAKE & MODEL OFFERED:

WARRANTY:

WARRANTY SERVICE PROVIDER FACILITY NAME:

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

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

PRODUCTION CUT-OFF DATE: _____

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

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

ITEM	QUANTITY	DESCRIPTION
4	1	Non Self Propelled Skid Mounted Welder/Generator

PRICE EACH: \$ _____

TOTAL: \$ _____

YEAR, MAKE & MODEL OFFERED:

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

WARRANTY:

WARRANTY SERVICE PROVIDER FACILITY NAME:

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

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

PRODUCTION CUT-OFF DATE: _____

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

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ITEM	QUANTITY	DESCRIPTION
5	1	Off Road Construction Material Handling Forklift

PRICE EACH: \$ 88,100.00

TOTAL: \$ 88,100.00

YEAR, MAKE & MODEL OFFERED:

2017 Harlo Products HP6500

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

John Deere 4045TF290 74 HP

WARRANTY:

1 yr. Unlimited hour full Machine warranty

WARRANTY SERVICE PROVIDER FACILITY NAME:

RDO Equipment Co.

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

19275 N. IH 35

New Braunfels, Tx 78132

DELIVERY WILL BE MADE WITHIN 60-90 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: 12-31-17

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 12-31-17.

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

ITEM	QUANTITY	DESCRIPTION
6	1	Walk Behind Extrusion Thermoplastic Applicator

PRICE EACH: \$ No BID

TOTAL: \$ _____

YEAR, MAKE & MODEL OFFERED:

WARRANTY:

WARRANTY SERVICE PROVIDER FACILITY NAME:

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

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

PRODUCTION CUT-OFF DATE: _____

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

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ITEM	QUANTITY	DESCRIPTION
7	2	Walk Behind Scrubber/Asphalt Scarifier

PRICE EACH: \$ No BID

TOTAL: \$ _____

YEAR, MAKE & MODEL OFFERED:

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

WARRANTY:

WARRANTY SERVICE PROVIDER FACILITY NAME:

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

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

PRODUCTION CUT-OFF DATE: _____

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

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ITEM	QUANTITY	DESCRIPTION
8	1	Tracked Milling Machine

PRICE EACH: \$ No BID

TOTAL: \$ _____

YEAR, MAKE & MODEL OFFERED:

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

WARRANTY:

WARRANTY SERVICE PROVIDER FACILITY NAME:

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

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

PRODUCTION CUT-OFF DATE: _____

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

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ITEM	QUANTITY	DESCRIPTION
9	2	Walk Behind/ Ride On Skid Steer

PRICE EACH: \$ _____

TOTAL: \$ _____

YEAR, MAKE & MODEL OFFERED:

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

WARRANTY:

WARRANTY SERVICE PROVIDER FACILITY NAME:

WARRANTY SERVICE PROVIDER 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
10	1	Trailer Attenuator

PRICE EACH: \$ _____

NO BID

TOTAL: \$ _____

YEAR, MAKE & MODEL OFFERED:

WARRANTY:

WARRANTY SERVICE PROVIDER FACILITY NAME:

WARRANTY SERVICE PROVIDER 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
11	1	Enclosed Tracked Skid Loader

PRICE EACH: \$ 59,376.81

TOTAL: \$ 59,376.81

YEAR, MAKE & MODEL OFFERED:

2017 John Deere 331G

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

Yanmar 4TNV94FHT 91.2 HP

WARRANTY:

1 year full machine Unlimited hours / 2nd year PT&H up to 2000 hrs.

WARRANTY SERVICE PROVIDER FACILITY NAME:

RDO Equipment Co.

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

19275 N. IH 35

New Braunfels, Tx 78132

DELIVERY WILL BE MADE WITHIN 60-90 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: 12-31-17

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 12-31-17

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

ITEM	QUANTITY	DESCRIPTION
12	1	Enclosed Wheeled Skid Loader

PRICE EACH: \$ 37,288.01

TOTAL: \$ 37,288.01

YEAR, MAKE & MODEL OFFERED:

2017 John Deere 316 GR

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

Yanmar 4TNV86CHT 65 HP

WARRANTY:

1 year full machine unlimited hours / 2nd year PT+H up to 2000 hours.

WARRANTY SERVICE PROVIDER FACILITY NAME:

RDO Equipment Co.

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

19275 N. IH 35

New Braunfels, TX 78132

DELIVERY WILL BE MADE WITHIN 60-90 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: 12-31-17

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ITEM	QUANTITY	DESCRIPTION
13	1	Enclosed Wheeled Skid Loader w/ Multiple Attachments

PRICE EACH: \$ 51,715.50

TOTAL: \$ 51,715.50

YEAR, MAKE & MODEL OFFERED:

2017 John Deere 330G

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

Yanmar 4TNV94FHT 91.2 HP

WARRANTY:

1 year full machine Unlimited hours / 2nd year PT&H up to 2000 hours.

WARRANTY SERVICE PROVIDER FACILITY NAME:

RDO Equipment Co.

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

19275 N. IH 35

New Braunfels, TX 78132

DELIVERY WILL BE MADE WITHIN 60-90 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: 12-31-17

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

ITEM	QUANTITY	DESCRIPTION
14	5	4 Ton Combo Drum & Pneumatic Tired Roller

PRICE EACH: \$ NO BID

TOTAL: \$ _____

YEAR, MAKE & MODEL OFFERED:

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

WARRANTY:

WARRANTY SERVICE PROVIDER FACILITY NAME:

WARRANTY SERVICE PROVIDER 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
15	2	8 Ton Double Drum Vibratory Roller

PRICE EACH: \$ No BID

TOTAL: \$ _____

YEAR, MAKE & MODEL OFFERED:

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

WARRANTY:

WARRANTY SERVICE PROVIDER FACILITY NAME:

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

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

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ITEM	QUANTITY	DESCRIPTION
16	1	3 Cubic Yard Articulated Wheeled Loader w/ 72" Forks

PRICE EACH: \$ 146,990.46

TOTAL: \$ 146,990.46

YEAR, MAKE & MODEL OFFERED:

2017 John Deere 544K II

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

John Deere PowerTech PVS6068 163 HP

WARRANTY:

1 year full machine Unlimited hours

WARRANTY SERVICE PROVIDER FACILITY NAME:

RDO Equipment Co.

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

19275 N. IH 35

New Braunfels, Tx 78132

DELIVERY WILL BE MADE WITHIN 60-90 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: 12-31-17

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 12-31-17.

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

ITEM	QUANTITY	DESCRIPTION
17	1	Tracked Excavator Minimum 10' Telescopic Boom

PRICE EACH: \$ NO BID

TOTAL: \$ _____

YEAR, MAKE & MODEL OFFERED:

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

WARRANTY:

WARRANTY SERVICE PROVIDER FACILITY NAME:

WARRANTY SERVICE PROVIDER 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
18	1	Tracked Excavator w/ Telestick Attachment and 48" Bucket

PRICE EACH: \$ NO BID

TOTAL: \$ _____

YEAR, MAKE & MODEL OFFERED:

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

WARRANTY:

WARRANTY SERVICE PROVIDER FACILITY NAME:

WARRANTY SERVICE PROVIDER 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
19	1	Low Ground Pressure Dozer w/ High Sprockets

PRICE EACH: \$ 346,109.33

TOTAL: \$ 346,109.33

YEAR, MAKE & MODEL OFFERED:

2017 John Deere 850K

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

John Deere PowerTech PSS 6068 205 HP

WARRANTY:

1 year full machine Unlimited hours

WARRANTY SERVICE PROVIDER FACILITY NAME:

RDO Equipment Co.

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

19275 N. IH 35
New Braunfels, Tx 78132

DELIVERY WILL BE MADE WITHIN 60-90 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: 12-31-17

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 12-31-17.

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

ITEM	QUANTITY	DESCRIPTION
20	1	Tracked Loader with 3.0 Cubic Yard Bucket with Teeth

PRICE EACH: \$ 255,989.86

TOTAL: \$ 255,989.86

YEAR, MAKE & MODEL OFFERED:

2017 John Deere 755K

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

John Deere Power Tech PXX6068 190HP

WARRANTY:

1 year full Machine Unlimited hours

WARRANTY SERVICE PROVIDER FACILITY NAME:

RDO Equipment Co.

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

19275 N. IH 35
New Braunfels, Tx 78132

DELIVERY WILL BE MADE WITHIN 60-90 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: 12-31-17

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 12-31-17.

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ITEM	QUANTITY	DESCRIPTION
21	1	Ride On Sidewalk/ Walkway Sweeper

PRICE EACH: \$ No BID

TOTAL: \$ _____

YEAR, MAKE & MODEL OFFERED:

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

WARRANTY:

WARRANTY SERVICE PROVIDER FACILITY NAME:

WARRANTY SERVICE PROVIDER 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

22 1 Asphalt Paver

PRICE EACH: \$

NO BID

TOTAL: \$

YEAR, MAKE & MODEL OFFERED:

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

WARRANTY:

WARRANTY SERVICE PROVIDER FACILITY NAME:

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

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

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ITEM	QUANTITY	DESCRIPTION
23	4	Enclosed Tracked Skid Steer with Asphalt Float and Planer Attachments

BASE UNIT PRICE EACH: \$ 63,185.03

BASE UNIT TOTAL: \$ 252,740.12

OPTION A, ASPHALT FLOAT - PRICE EACH: \$ 13,480.47

OPTION B, PLANAR ATTACHMENT - PRICE EACH: \$ 23,849.23

YEAR, MAKE & MODEL of SKID STEER OFFERED:

2017 John Deere 333G

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

Yanmar 4TNV94FHT 100 HP

WARRANTY:

1 year full Machine Unlimited hours / 2nd year PT+H up to 2000 hours

WARRANTY SERVICE PROVIDER FACILITY NAME:

RDO Equipment Co.

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

19275 N. IH 35

New Braunfels, TX 78132

DELIVERY WILL BE MADE WITHIN 60-90 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: 12-31-17

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 12-31-17.

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

ITEM	QUANTITY	DESCRIPTION
24	1	Class 8 GVWR Mastic Surface Sealer Distributor Truck

PRICE EACH: \$ No BID

TOTAL: \$ _____

YEAR, MAKE & MODEL OFFERED:

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

WARRANTY:

WARRANTY SERVICE PROVIDER FACILITY NAME:

WARRANTY SERVICE PROVIDER 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
25	1	Sweeper Scrubber, Riding (Broom Sweeper)

PRICE EACH: \$ No BID

TOTAL: \$ _____

YEAR, MAKE & MODEL OFFERED:

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

WARRANTY:

WARRANTY SERVICE PROVIDER FACILITY NAME:

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

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

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ITEM	QUANTITY	DESCRIPTION
26	3	2.3 Cubic Yard Articulated Wheeled Loader with 60" Fork Attachments

PRICE EACH: \$ 128,269.73

TOTAL: \$ 384,809.19

YEAR, MAKE & MODEL OFFERED:

2017 John Deere 444K

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

John Deere PowerTech PSS 4045 124 HP

WARRANTY:

1 year full machine Unlimited hours

WARRANTY SERVICE PROVIDER FACILITY NAME:

RDO Equipment Co.

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

19275 N. IH 35
New Braunfels, Tx 78132

DELIVERY WILL BE MADE WITHIN 60-90 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: 12-31-17

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ITEM	QUANTITY	DESCRIPTION
27	1	Tracked Loader with 3.2 cubic yard Multi-Purpose Bucket

PRICE EACH: \$ 268,125.96

TOTAL: \$ 268,125.96

YEAR, MAKE & MODEL OFFERED:

2017 John Deere 755K

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

John Deere Power Tech PVX 6068

WARRANTY:

1 year full machine Unlimited hours

WARRANTY SERVICE PROVIDER FACILITY NAME:

RDO Equipment Co.

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

19275 N. IH 35
New Braunfels, Tx 78132

DELIVERY WILL BE MADE WITHIN 60-90 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: 12-31-17

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ITEM	QUANTITY	DESCRIPTION
28	1	Enclosed Wheeled Skid Loader w/Grappler

PRICE EACH: \$ 42,419.45

TOTAL: \$ 42,419.45

YEAR, MAKE & MODEL OFFERED:

2017 John Deere 324E

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

Yanmar 4TNU98CT 74HP

WARRANTY:

1 year full machine Unlimited hours / 2nd year PT+H up to 2000 hours

WARRANTY SERVICE PROVIDER FACILITY NAME:

RDO Equipment Co.

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

19275 N. IH 35

New Braunfels, Tx 78132

DELIVERY WILL BE MADE WITHIN 60-90 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: 12-31-17

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

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

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

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

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

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

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

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

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

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

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

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

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

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Finance Department - Purchasing Division
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CITY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION TO VALIDATE BIDDERS'/RESPONDENTS' DESIGNATION AS A CITY BUSINESS.

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

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

STATE BIDDER'S / RESPONDENT'S PERCENTAGE OF OWNERSHIP IN THE JOINT VENTURE: 100 %

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

SOLICITATION NAME/NUMBER: 6100008462

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

Name of Business:	RDO Equipment Co.	
Physical Address:	700 S. 7 th Street	
City, State, Zip Code:	Fargo, ND 58106	
Phone Number:	701-282-5400	
Email Address:	bnrielsen@rdoequipment.com	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent:	<u>1700</u>	
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	Yes	☒ No
Has the business been headquartered in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	☒ No
If the answers to the questions above are "Yes", stop here. If the answer to either of the above questions is "No", provide responses to the following questions:		

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

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

Name of Business:	RDO Equipment Co.	
Physical Address:	19275 N. IH 35	
City, State, Zip Code:	New Braunfels, Tx 78132	
Phone Number:	830-632-3100	
Email Address:	bnicksen@rdoequipment.com	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent in the local office: <u>60</u>		
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 one year or more? (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

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

ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

BIDDER'S / RESPONDENT'S FULL NAME:

Brandon L. Nielsen

(Print Name) Authorized Representative of Bidder / Respondent

B.L. Nielsen

(Signature) Authorized Representative of Bidder / Respondent

Sales Professional

Title

3-7-2017

Date

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

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

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

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

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

Definitions.

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

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

The program uses the below definition of joint venture.

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

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

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

INSTRUCTIONS

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

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

SOLICITATION NAME/NUMBER: 610000 8462

Name of Respondent:	RDO Equipment Co.	
Physical Address:	19275 N. IH 35	
City, State, Zip Code:	New Braunfels, Tx 78132	
Phone Number:	830-632-3100	
Email Address:	bnickson@rdoequipment.com	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	☒ No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	☒ No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

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

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

ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

BIDDER/RESPONDENT'S FULL NAME:

Brandon L. Nielsen
(Print Name) Authorized Representative of Bidder/Respondent

B.L. Nielsen
(Signature) Authorized Representative of Bidder/Respondent

Sales Professional
Title

3-7-2017
Date

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