

ORDINANCE

2020-08-20-0538

APPROVING A CONTRACT WITH DOGGETT FREIGHTLINER OF SOUTH TEXAS, LLC, TO PROVIDE NINE REPLACEMENT BRUSH TRUCKS WITH GRAPPLER ATTACHMENTS FOR A TOTAL COST OF \$1,699,969.00. FUNDING IS AVAILABLE FROM THE FY 2020 ADOPTED EQUIPMENT RENEWAL AND REPLACEMENT FUND BUDGET.

* * * * *

WHEREAS, an offer was submitted by with Doggett Freightliner of South Texas, LLC, through the Texas Local Government Purchasing Cooperative (a.k.a. the "Buyboard"), to provide the City with nine replacement brush trucks with grappler attachments for a total cost of \$1,699,969.00; and

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

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

SECTION 1. The offer from Doggett Freightliner of South Texas, LLC, to provide the City with nine replacement brush trucks with grappler attachments for a total cost of \$1,699,969.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. The bid tabulation and contract are attached hereto and incorporated herein for all purposes as **Exhibit I**.

SECTION 2. Funding for this ordinance in the amount of \$1,699,569.00 is available Fund 72001001, Cost Center 3503300001 and General Ledger Account 5709080 as part of the Fiscal Year 2020 Budget adopted by City Council.


SECTION 3. Funding for this ordinance in the amount of \$400.00 is available Fund 72001001, Cost Center 3503300001 and General Ledger Account 5201040 as part of the Fiscal Year 2020 Budget adopted by City Council.

SECTION 4. Payment in the amount up to \$1,699,969.00 is authorized to Doggett Freightliner of South Texas, LLC, and should be encumbered with a purchase order.

SECTION 5. The financial allocations in this ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this ordinance.

SECTION 6. This ordinance is effective immediately upon passage by eight or more affirmative votes; otherwise, it is effective on the tenth day after passage.

PASSED and APPROVED this 20th day of August, 2020.




M A Y O R
Ron Nirenberg

ATTEST:

APPROVED AS TO FORM:



Tina Flores, Acting City Clerk



Andrew Segovia, City Attorney



City of San Antonio

City Council
August 20, 2020

Item: 8

Enactment Number:
2020-08-20-0538

NAME	MOTION	SECOND	ABSTAIN	AYE	NAY	ABSENT
Roberto Treviño Council District 1				√		
Jada Andrews-Sullivan Council District 2	√			√		
Rebecca Viagran Council District 3				√		
Adriana Rocha Garcia Council District 4				√		
Shirley Gonzales Council District 5				√		
Melissa Cabello Havrda Council District 6				√		
Ana Sandoval Council District 7		√		√		
Manny Pelaez Council District 8						√
John Courage Council District 9				√		
Clayton Perry Council District 10				√		
Ron Nirenberg Mayor				√		

Comments:

Office of the City Clerk

LC
08/20/20
Item No. 8

Exhibit I

Opened: May 15, 2020			BuyBoard Local		HGAC Local	HGAC Local Alternate Bid	HGAC Local
For: Brush Trucks with Grappler Attachment			Doggett Freightliner of South Texas, LLC		Grande Truck Center	Grande Truck Center	Kyrish Trucks of San Antonio
6100012813 LD			8700 IH 10 East		4562 IH-10 East	4562 IH-10 East	1380 Ackerman Rd.
Item	Description	Quantity	San Antonio, TX 78109 210-277-4373	San Antonio, TX 78219	San Antonio, TX 78219	San Antonio, TX 78219	San Antonio, TX 78219
1	35K GVWR Brush Truck with Grapple: Price Each: Total: Year, Make & Model Cab & Chassis Offered: Cab & Chassis Warranty: Specific Make & Model of Engine Offered (Include SAE Net HP): Engine Warranty: Transmission Warranty: Cab & Chassis Warranty Service Provider Facility Name: Cab & Chassis Warranty Service Provider Facility Address: Specific Make & Model of Grappler & Grappler Body Offered: Grappler & Grappler Body Warranty: Grappler Body Warranty Service Provider Facility Name: Grappler Body Warranty Service Provider Facility Address: Delivery: Production Cut-off Date: Last day order can be placed without missing cut-off date: Can bidder provide bid items after cut-off date:	9	 \$188,841.00 \$1,699,569.00 2021 - Freightliner - M2-106 2 Years - Unlimited Miles Cummins L9 - 330 HP 2 Years - Unlimited Miles 3 Years - Unlimited Miles Doggett Freightliner of South Texas, LLC 8700 IH 10 East, Converse, Texas 78109 Rotobec Elite 910 "COSA SPECIFIC" loader with Rotobec 045W Grappler - COSA Grappler bucket 1 Year - Unlimited Miles Fox Truck World 965 FM 1516, San Antonio, TX 78263 150-240 Days 12/31/2020 11/1/2020 Yes	 \$208,805.00 \$1,879,245.00 2021 4700SB Western Star 12 Months Cummins L9 - 330 HP 2 years or 250,000 miles 36 months Grande Truck Center 4562 IH-10 East Rotobec 910 Loader w/ Rotobec 045W Trash Bucket and 20 Cubic Yard G&H Brush Body 12 months Fox Truck World 965 FM 1516, San Antonio, TX 78263 250-280 Days 7/31/2020 7/30/2020 No	 \$192,827.00 \$1,735,443.00 2021 4700SB Western Star 12 Months Cummins L9 - 330 HP 2 years or 250,000 miles 36 months Grande Truck Center 4562 IH-10 East Palfinger M13A71 A-Frame and 20 Cubic Yard G&H Brush Body 12 months Heil of Texas 503 Pop Gunn, San Antonio, Texas 78219 250-280 Days 7/31/2020 7/30/2020 No	 \$190,888.90 \$1,718,000.10 2021 International HV607 SBA 12 months unlimited miles Cummins L9 - 330 HP 24 months unlimited miles 24 months unlimited miles Santex Truck Centers, LTD 1380 Ackerman Rd. San Antonio, TX 78219 Rotobec Elite 910 To Include All Standard Equipment Plus All Loader, G&H DB 20 20 Cubic Yard Brush Body 12 months Fox Truck World 965 FM 1516, San Antonio, TX 78263 Not Provided Not Provided Not Provided	
2	Cooperative Fee Each: Total Cooperative Each: Payment Terms: Total:	1	 \$400.00 \$400.00 Net 30 \$1,699,969.00	 \$1,000.00 per P.O. \$1,000.00 Net 30 \$1,880,245.00	 \$1,000.00 per P.O. \$1,000.00 Net 30 \$1,736,443.00	 \$1,000.00 \$1,000.00 Net 30 \$1,719,000.10	
Total Award:			\$1,699,969.00				



CITY OF SAN ANTONIO
Finance Department, Purchasing Division

REQUEST FOR OFFER ("RFO") NO.: 6100012813

BRUSH TRUCKS WITH GRAPPLER ATTACHMENT

Date Issued: MAY 1, 2020

RESPONSES MUST BE RECEIVED **NO LATER** THAN:
10:00 AM, CENTRAL TIME, MAY 15, 2020

Responses may be submitted by the following means:

Electronic submission through the Portal

Offer submissions will only be accepted electronically

Offer Due Date: 10:00 A.M., CENTRAL TIME, MAY 15, 2020

RFO No.: 6100012813

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 Offerors and Attachments sections for more information on these requirements.

Pre-Submittal Conference *

* None

Staff Contact Person:

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

Email: ld.mcgarity@sanantonio.gov

Phone Number: 210-207-2078

Fax Number: 210-207-4360

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

Submission of Offer's. *Offer submissions will only be accepted electronically*

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

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

Modified Offer. Offer's may be modified provided such modifications are received prior to the time and date set for submission of Offer, and submitted in the same manner as original offer "**electronically**". Electronic offer's, a modified offer will automatically replace a prior offer submission. See below for information on submitting Alternate Offer's.

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

For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

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

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

Alternate Offers. Alternate offers may be allowed at the sole discretion of City.

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

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

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

Offerors shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which an offer is submitted. Offeror shall provide said catalog at the time of submission of its offer. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for offer(s) submitted on paper, or PDF file for offers submitted electronically.

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

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

Restrictions on Communication.

Offers are prohibited from communicating with: 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFO or offers from the time the RFO has been released until the contract is posted for consideration as a City Council agenda item during a meeting designated as an "A" session; and 2) City employees from the time the RFO has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFO and/or offer submitted

by offeror. Violation of this provision by offeror and/or its agent may lead to disqualification of Offeror's offer from consideration.

Exceptions to the restrictions on communication with City employees include:

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

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

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

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

If this solicitation contains DBE/ACDBE requirements, offeror 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. Barbara Trevino, who may be reached via telephone at (210) 207-3592 or through e-mail at Barbara.Trevino@sanantonio.gov. Offerors and/or their agents may contact Ms. Trevino at any time prior to the due date for submission of offer. Contacting her or her office regarding this RFO after the offer due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Offerors are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings.

Pre-Submittal Conference participation is optional, but highly encouraged.

Respondents who join the WebEx Pre-Bid Conference are highly encouraged to email the solicitation's point of contact person confirming Respondent attendance and participation through the WebEx.

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

To request an interpreter for the deaf or other assistance, call (210) 207-7245 Voice/TTY. Interpreters for the deaf must be requested at least 48 hours prior to the meeting.

Changes to RFO.

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

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

Preparation of Offers.

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

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

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

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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

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

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

Rejection of Offers.

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

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

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

The offer is conditional; or

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

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

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

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Offers submitted electronically may be withdrawn electronically.

Evaluation and Award of Contract.

City reserves the right to make an award on the basis of City's best interests. Award may also be made based on low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

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

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

Inspection of Facilities/Equipment. Depending on the nature of the RFO, Offerors' facilities and equipment may be a determining factor in making the offer award. All Offerors may be subject to inspection of their facilities and equipment.

Prompt Payment Discount.

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

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

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

Prohibited Financial Interest.

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

- A City officer or employee; his or her spouse, sibling, parent, child, or other family member within the first degree of consanguinity or affinity;

- An entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10% or more of the voting stock or shares of the entity, or 10% or more of the fair market value of the entity; or
- An entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

By submitting a proposal, Respondent warrants and certifies, and a contract awarded pursuant to this RFO is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City.

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://ethics.state.tx.us/forms/conflict/>

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 by mail to the Office of the City Clerk. Please mail to:

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

Do not include these forms with your offer. 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, Chapter 46 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 and sign your completed Form 1295. Submit your signed 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.

Publicly traded business entities, including their wholly owned subsidiaries, are exempt from this requirement and are not required to submit Form 1295.

004 - SPECIFICATIONS / SCOPE OF SERVICES

- 4.1 SCOPE:** The City of San Antonio is issuing this Request for Offer to provide 9 Brush Trucks with Grapppler attachments in accordance with the specifications listed herein, through cooperative purchasing. This equipment will be utilized by the Solid Waste Management for bulky and brush collection across the City.
- 4.2 GENERAL CONDITIONS:** The following general conditions will apply to all items within this offer unless specifically excluded within any item.
- 4.2.1 City reserves the right to increase or decrease the quantity of vehicles being purchased up to the production "cut-off" date submitted on the bid for the particular item, depending on availability of funds.** Prices may not be increased during this period; however, the City should benefit from any price decrease. Additional units may be purchased on an "as needed" basis. Successful vendor is required to notify the City of all production "cut-off" dates necessary for order submission. Vehicles must be year model 2020 or newer.
- 4.2.2** 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 shall be standard and interchangeable throughout the entire quantity of units as specified in this request for offer.
- 4.2.3** 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. Offeror shall fully explain the warranty by attaching separate, authenticated correspondence or entering such information in the remarks section of this offer. Warranty, reliability, and replacement captive parts costs and availability shall be a consideration in award of this offer. 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. Offeror must certify that all repairs needed after the warranty period will be available within 50 mile radius of San Antonio City Hall.
- 4.2.4 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,
Southeast Service Center,
1318 SE Loop 410, Building 6, Gate 5
San Antonio, TX 78220
Attn: Acquisitions
- Delivery to a non-specified location will result in non-acceptance of the equipment by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS. Vehicles will be accepted 8:00 A.M. to 3:00 P.M. CST. Trucks may be allowed up to 2000 miles on the vehicle odometer. All vehicles are required to have a full tank(s) when delivered to City specified location.
- 4.2.5 Literature and Equipment Manuals** - The supplier shall furnish (2) complete sets per vehicle type, of the following: Parts Manual, Maintenance Manual, Service Manual, and Operators Manual, or (4) USB drives with Parts Manual, Maintenance Manual, Service Manual, and Operators Manual. The supplier shall furnish (4) complete sets of detailed literature and specifications of each vehicle type upon contract award. On-line access to these manuals may also be accepted in-lieu of printed manuals or USB drive.

- 4.2.6 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 offeror 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 offeror 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.
- 4.2.7 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 offer process. Failure to comply may result in the offer 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.
- 4.2.8 EVALUATION** - In the event that a demonstration is required, the equipment will be evaluated to determine if the unit meets the minimum offer specifications at the City's discretion.
- 4.2.9** All prices will be quoted F.O.B., designated City of San Antonio facility. All offers should include complete manufacturer's specifications for each model being offered.
- 4.2.10** Units shall be equipped with OEM, or equal, warning and shut down systems for low oil pressure, low coolant level, and high coolant temperature at a minimum. This requirement applies to all offered line items.
- 4.2.11** Vehicles shall be delivered with dealer temporary license plates/tags, invoice with reference to the purchase order, State of Texas Vehicle Sticker with vehicle inspection report in the glove box. Vehicle shall be registered and titled by the awarded vendor with EXEMPT license plates. A tax exemption certificate shall be provided to the awarded vendor at the time a purchase order is issued. Any of these missing items will deem the vehicle delivered *Not as Specified* and will not be processed or accepted vehicle all required paperwork is completed and provided to Fleet Acquisition. Vehicle Inspection Reports (Vehicle State Inspection) paperwork must be in a protective sleeve mounted in the cab.
- 4.2.12** All bodies and components in this offer must be installed in accordance with the appropriate complete Vehicle Data Manual. Certification of compliance shall be posted on the left door post of the vehicle. Except for manufacturer's data plates (maximum 4" x 6"), vendor or manufacturer's identifying markings (decals and plates) will not be applied to the vehicle or mounted components. Vendor must complete installation in compliance with Federal Motor Vehicle Department of Transportation Standards and Texas State Highway requirements. Installation of body and accessories on City furnished vehicles shall be accomplished by drilling holes in the frame. Welding on or cutting of frame is not authorized forward of the rear spring hanger or support. Offeror will be responsible for the relocation of any truck components to facilitate installation of the body and equipment. Such relocation must be included as part of the basic offer. No dealership nameplates, markings or decals will be permitted on the vehicles.
- 4.2.13** All vehicles are to be equipped at the factory with air conditioning/Heater/defroster, (Maximum capacity cooling system offered by manufacturer), full headliner minimum OEM AM/FM radio, power steering, power ABS brakes, power mirrors, manual tilt and telescoping steering wheel and power windows and door locks. Each unit shall have a minimum three (3) sets of keys. All vehicles to be keyed alike. Convenience Features: Vehicle shall be equipped with adjustable seats; intermittent wipers, cruise control. All lighting shall be LED where available.
- 4.2.14** All units shall be equipped with safety equipment as required by the Federal Government. All units shall MEET ALL SAFETY STANDARDS AND REQUIREMENTS.
- 4.2.15** Any diesel engine being offered must conform to latest NOx EPA and GHG emission standard in effect at the time of offer. Vendor must supply a copy of the latest Emissions Certificate of Conformity for the vehicles offered. Only engines using selective catalytic reduction (SCR) technology will be accepted.
- 4.2.16** All vehicles provided shall be equipped with OEM tinted glass. All cab windows with the exception of the

windshield shall be tinted with aftermarket tint meeting legal guidelines.

- 4.2.17** Vehicles provided shall have a minimum of a driver's seat and one passenger seat, unless otherwise specified.
- 4.2.18 Exterior and Interior Color:** Unless otherwise specified, each vehicle shall have a white exterior body color. Unless otherwise specified, interior coloring shall be gray. Material to be Autotuff Interior upholstery modura and seatbelt color to be bright orange (NO EXCEPTIONS).
- 4.2.19 SILENCE OR ERROR OF SPECIFICATIONS:** The apparent omission or error of specification as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practice is to prevail and only the material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the awarded respondent.
- 4.2.20 PRIOR TO DELIVERY:** City of San Antonio shall be notified and allowed a final Inspection of the first unit of each configuration prior to delivery. If such final inspection occurs outside of the City of San Antonio, accommodations including airfare and lodging will be provided by the vendor at no cost to the City of San Antonio for up to four (4) City employees. The final inspection will occur at the body installer's facility.

4.3	ITEM	QUANTITY	DESCRIPTION
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1	9	35K GVWR Brush Truck with Grapppler
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- 4.3.1 ENGINE:** In line six (6) cylinder, minimum 8.3 liter, diesel, minimum 330 net HP rated at not more than 2400-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 70-MPH +/-2-MPH. Engine must have automatic shutdown feature enabled after 5-minutes of idle time.
- 4.3.2 GVWR:** Minimum 35,000 lbs.
- 4.3.3 TRANSMISSION/ DRIVE:** Electronic 6 speed (minimum) automatic transmission capable of a minimum 1,000 lbs. torque power output at 1,400 RPM.
- 4.3.4 FRAME:** Minimum 3,200,000-RBM, full re-enforced, "C" channel, heat treated, 110,000 - PSI steel. Fenders: 2 double heavy duty steel over rear tires.
- 4.3.5 FRONT AXLE:** Set back, minimum 14,000-lbs. capacity with minimum 14,000-lbs. springs, hub piloted steel hubs, ends equipped for drum brakes, with Stemco or equal front wheel visible cap bearing oiler. Front shock absorbers shall be heaviest duty available for specified axle.
- 4.3.6 REAR AXLE:** Minimum 23,000-lbs. capacity with 23,000-lbs. spring capacity, minimum 3,000-lbs. multi leaf auxiliary springs, equipped with hub piloted steel hubs, ends equipped for drum brakes. Shall be equipped with driver controlled differential lock (DCDL) with warning light and buzzer to indicate engagement located on dash. Stemco or equal oil rear seals. Drive train geared to attain 70-MPH +/- 2-MPH at full engine governed RPM
- 4.3.7 WHEELS & TIRES:** Wheels shall be 10-hole hub piloted steel disk wheel, minimum size 22.5 X 8 X painted white. Tires - Front tires shall be 315/80R 22.5 20 ply and rear tires shall be 11R 22.5 14 ply, tubeless steel belted radial tires. All wheels equipped with highest temperature rated fluorescent loose lug indicators, indicators to be left in cab ready for COSA to install.
- 4.3.8 BRAKES:** Full air drum brake with dust shields and ABS brake control system. Brakes to be the maximum O.E.M size offered of drum brakes front and rear to meet or exceed Federal brake requirements. Air drum brake internal adjuster's front and rear. Minimum 15 CFM compressor, Midland Pure Air Plus dryer model DA- 33100, or proven equal, with automatic drain valves Model KN24000 or equal on all tanks. It is preferred that the air tanks be grouped together, easily accessible to an operator standing at the side of the truck. If not possible, all air tank drains shall be plumbed to a manifold system where drain valves are at one location, easily accessible to an operator standing at the side of the truck. Spring set parking brakes on rear axle. Female coupling Yi" Milton M Type or approved equal to air tanks connected to the emergency side of air system, to be located in a protected area near the front bumper.

- 4.3.9 FUEL SYSTEM:** Equipped with minimum capacity of 50-gallons, aluminum or steel tank. Fuel filtration system to include primary and secondary filter with water separator. Fuel filler neck is required to have a, full flow screen. DEF tank equipped with gauge inside cab, if applicable. Fuel tank and DEF tank shall be mounted street side and shall be delivered full.
- 4.3.10 EXHAUST SYSTEM:** Muffler with horizontal exhaust tailpipe and defuser. Must extend to the rear of the vehicle to allow for a 22-foot body (termination within two feet of rear axle is acceptable.) A heat shield, installed under frame rails and around the muffler and exhaust pipes, to protect but not interfere with PTO, hydraulic pump or hoses and to keep excessive heat from radiating to the operator position.
- 4.3.11 ELECTRICAL:** Minimum 1800 CCA battery with a master battery cut-off switch located in the cab of vehicle and accessible from outside of driver door when door is open. Alternator shall be rated a minimum 130 amp capacity. Equipped with oil pressure, water temperature, tachometer, hour meter, and volt or amp gauges. All wiring shall be of high quality, abrasion resistant, and protected by looms or conduit and terminate in a watertight junction box (unprotected wiring is not acceptable). All wire terminals must be self-sealing and water proof. Jump start studs shall be provided and installed in an area easily accessible for use.
- 4.3.12 LIGHTING:** All lights on cab and chassis and or bodies shall be of LED (Light Emitting Diode) type with an On/Off control switch when truck is powered down. If LED front turn signals are not available from the chassis OEM, standard lights may be used. Two strobe lights (WHELEN TIR-6, P/N 01-0663507A33B, SUPER-LED, 500 SERIES DIRECTIONAL WARNING LIGHT or proven equal) mounted as high as possible in the grill of the truck. The two (2) front grill mounted strobe lights and rear strobe lights must be wired to be lit when the brake pedal is depressed or the park brake is applied. Two (2) cab mounted high intensity strobe lights shall be installed in the grill that is controlled with a dash mounted switch. These strobe lights will operate automatically whenever battery switch is on, and ignition key is off to notify operator that the battery switch is left on.
- 4.3.13 CAB:** Air ride suspension cab with running boards, tilt hood, and fenders, left and right hand cab grab handles, and manufacturer's standard AM/FM with CD and Auxiliary input radio. Unit shall be Bluetooth enabled. Exterior sun visor, painted the same color as truck. Doors must have armrests. Units shall be factory equipped with installed OEM air conditioner, integral heater, defroster units, insulated cab headliner, standard left and right side sun visor, left and right outside mirrors, motorized, west coast type, right and left hand, heavy-duty, 6-inches x 16-inches split focus, (approximately 2/3 flat area, 1/3 adjustable convex) breakaway type. Parabolic mirrors installed on both front fenders to provide view of obstacles on right side of truck from front bumper to rear wheels. Driver seat shall be bucket type, National Cush-n-Air or equal. Passenger seat shall be non-suspension two man bench seat. Material shall be Autotuff Interior upholstery modura and seatbelt color must be bright orange for all cab occupants (NO EXCEPTIONS). Seats shall be either high back style or include headrest. Seatbelts must be provided for driver and 2 passengers. Interior color shall be gray. Doors shall have power windows and locks. Side and rear windows will have factory or aftermarket tinting at the darkest allowable by Window Tint Standards under Texas Administrative Code, Title 37, Part 1, Rule 21.3. The minimum cab width shall be 72". Turn signals should have automatic cancelation. Cabin air filter must be easily accessible for frequent maintenance.
- 4.3.14 PTO:** A transmission mounted PTO and direct, or PTO extension shaft mounted, pump rated at the loader manufacturer's recommended pressure and GPM requirements, will be installed and compatible with the truck transmission. The pump must not require more than 1,400-RPM to produce the optimal pressure and flow needed to operate the loader. Pump must be controlled through a speed device that will not allow engagement unless the engine is at idle and the truck transmission is in the neutral position. Pump/ PTO must automatically disengage when transmission is shifted out of neutral or engine RPMs exceed 1,400-RPM. Hydraulic oil cooler will be provided.
- 4.3.15 TOW HOOKS/ WINCH ASSEMBLY :** Two front tow hooks installed on frame and strengthened sufficiently to lift, pull, and tow truck without damaging bumper or other body parts. A wire rope, minimum 1-inch diameter, shall be provided and fastened to both tow hooks to attach tow equipment.
- 4.3.16 UNIT SHALL BE EQUIPPED WITH THE FOLLOWING:**
- 4.3.16.1** Minimum one (1) electrical and one (1) air horn that meet DOT standards.
 - 4.3.16.2** Integral power steering
 - 4.3.16.3** Turn indicators, front and rear, stop and tail lights.
 - 4.3.16.4** Windshield washers and variable speed wipers.

- 4.3.16.5 Adjustable steering column.
- 4.3.16.6 Power Port/ USB Charging port
- 4.3.16.7 All vehicles require an audible back up alarm. Amber color LED strobe lights (WHELEN TIR-6, P/N 01-0663507A33B, SUPER-LED, 500 SERIES DIRECTIONAL WARNING LIGHT or proven equal) shall be installed on the tailgate panel of the body. The two (2) rear strobe lights will be wired to be lit when the brake pedal is depressed or the park brake is applied.
- 4.3.16.8 DOT Triangle kit and reflector flare kit securely mounted in the cab.
- 4.3.16.9 A 10 lb. ABC type fire extinguisher shall be installed securely and easily accessible behind cab, driver's side. A weatherproof sleeve shall cover the certification tags.
- 4.3.16.10 Bracket for 3 gallon water cooler mounted at a location approved by SWMD Coordinator before delivery of first unit.
- 4.3.16.11 Decal showing the total height of the unit displayed on the dash.
- 4.3.16.12 Cone rack (Bergkamp part #014235 or approved equal) mounted between cab and body. Rack to hold a minimum 6 cones in place.
- 4.3.16.13 Power door windows and locks.
- 4.3.16.14 Hour meter
- 4.3.16.15 3rd Eye AWT84MSD DVR Monitor with color video system, with automatic switcher to be installed to enable proper and safe operation of the truck. Cameras and connectors must be sealed and waterproof. Flat screen, minimum 8.4 inch monitor to have extended visor and swivel base and be reachable and viewable from either driver position. Automatic switcher with remote switch must be capable of switching between cameras based on operation controls, transmission setting, or operator's preference. Monitor to have split screen capabilities and provisions to add another camera without modification. Cameras to have built in infra-red night vision, wide angle 170 degree field of view, and sun shade device. One (1) camera to be mounted below the tailgate to assist in backing up, two (2) cameras mounted under mirrors on right and left sides of cab, and one (1) forward facing camera. Mounting position and orientation of the cameras are to provide full 360 degree recorded view of the vehicle. The rear view camera must be activated when the transmission is shifted to reverse, view from the rear camera to be on the monitor when the truck is in transit (i.e. the truck is in motion and the hydraulic system is not engaged). A back up detection system to be installed – Rear object detection system, beeps faster the closer you get to an object while reversing; it will be tied into the camera system specified.
- 4.3.16.16 Must have an OEM Crash Avoidance System or an aftermarket Mobileye 6 Series (Mobileye 630) Collision Avoidance System shall be installed. This is a vision sensor complete with audible and visual alerts to prevent collision. Visual alert can be dash mounted in driver's line of sight, and audible speaker can be mounted anywhere at passenger's side in cab.

4.3.17 SPECIFICATIONS FOR GRAPPLER TRAILER BODY: Grappler specifications are paired with item 1 of this Request for Offer document- 35K GVWR Brush Truck

- 4.3.18 **LENGTH:** Approximately 22' feet, sized to accept trash bucket in travel position with boom straight not more than 6-inches of empty space between rear end of bucket and tailgate with the boom in the horizontal position.
- 4.3.19 **INSIDE WIDTH:** Minimum 94" inches
- 4.3.20 **LONGITUDINAL SILLS:** Minimum 7-inch, 9.8-lb., high strength steel channel or 2" x 6" x 1/4" inch structural tubing.
- 4.3.21 **CROSS SILLS:** Minimum 4" inches, formed box channel of "C" section high strength steel, 10-gauge, or 3" inch, 4.1-lb. structural channel. Sills to be installed on maximum 12" inch centers

- 4.3.22 SIDE AND END RAILS:** Minimum 5" inch deep, 10-gauge, 3" inch deep for units using 4.1-lb. structural channel.
- 4.3.23 FLOOR:** Minimum 1/4-inch, steel tread plate for units with floor welded to cross members or minimum 3/16-inch, steel tread plate for units with a minimum of 5, floor support long sills, formed of minimum 12-gauge steel channel with floor welded to long sills. All welds may be stitched welded, no spot-welding. A 1/2-inch steel plate will be welded to the floor (bed width and 4-feet long) at the rear of floor and directly under the trash bucket travel position (opened, with jaws to the left and right sides of the body longitudinal centerline).
- 4.3.24 LIGHTING:** All lighting and reflectors will meet or exceed D.O.T. requirements. Reflectors shall be attached with mechanical fasteners. Stop lights, turn signals, backup, marker, and clearance lights shall be LED-type and mounted to reduce the possibility of damage from contact with brush. Four, high intensity strobe lights (WHELEN TIR-6, P/N 01-0663507A33B, SUPER-LED, 500 SERIES DIRECTIONAL WARNING LIGHT or proven equal) to be installed, one in each corner of the tailgate. The two (2) front grill mounted strobe lights and rear strobe lights will be wired to be lit when the brake pedal is depressed or the park brake is applied. Amber mid-ship clearance/turn signal lights shall be mounted on both sides of body. Lights should be mounted utilizing grommets, to ensure quick replacement.
- 4.3.25 SIDES AND HEAD:** Body sides and head to be manufactured of 10-gauge steel (minimum ASTM A-570) with a 3- inch wide return type rolled upper rail. Single piece construction of sides is desirable. Two-piece construction is acceptable only if seams are vertical and centered on the body with one additional vertical brace centered and welded to the outside of the seam. Heads will be of single piece construction. Side vertical braces (minimum 7), evenly spaced each side for structural channel, and formed, 6-inch x 3-inch channel, manufactured of minimum 10- gauge steel, firmly welded to sides and floor. Head must have a minimum of two such vertical braces evenly spaced from sides and center. Sides and head shall be bed length and 48-inches high from bed level. All sides, head, and braces, must be welded to body floor. Self-cleaning sides shall be installed to outside of bed (minimum 10- gauge material) at approximately a 45 degree angle. Install minimum 3/16-inch plates on inside of bed to form self-cleaning floor at approximately 45 degrees. Ends of self-cleaning sides must be completely boxed. All welds shall be continuous, no spot-welding. Designs using 4-inch X 3-inch box tubing instead of 3-inch wide return type rolled upper rails are acceptable if such tubing is installed using a continuous weld from front to rear at the upper edge of the body so that ends are completely boxed.
- 4.3.26 TAILGATE:** Barn door type, hinged at right side of tailgate allowing tailgate to swing out fully to right side of trailer. Two hinges evenly spaced from top to bottom, with minimum 1"-inch hinge pins. Heavy-duty provisions to secure door in full open position against body side required. Tailgate must be manufactured of minimum 10-gauge steel with boxed type reinforcements on all sides with basic sheet wrapped over top and under bottom. Base section must be sloped to form a dirt-free self-cleaning edge. A positive firm locking latch, which can be operated from ground level, shall be used to secure the doors in the closed position. Minimum three (3) each, ratchet type cam locks, along with guides installed on left side of door to ensure proper door closure. Design of door must include support of door on body platform instead of sides when door are closed. All hinges will have Zerk fittings to facilitate lubrication. Latching on tailgates shall be uniform and open and close in same manner across all tailgates.
- 4.3.27 TOOLBOX:** A lockable, watertight, toolbox, approximately 18-inches high X 20-inches wide X 18-inches deep mounted on the curb side of vehicle frame, under the body. All components must be designed, installed, tested, and adjusted prior to delivery. Unit shall be fully functional and ready for use upon delivery.
- 4.3.28 SAND BOX:** A metal container to carry approximately 200 lb. of sand shall be attached to the sidewalk side of the truck. Exact location will be determined with first article.
- 4.3.29 PAINT:** Body must be properly cleaned and prepared prior to painting. Primer coat to be thoroughly dry prior to final two coats. Body color shall be a Medium Grey Metallic, equivalent to Sherwin-Williams, Dimensions, urethane enamel, paint code - DFP386, mix code - # 50374. Interior of dump area must be primed and painted.
- 4.3.30 SPECIFICATIONS FOR HYDRAULIC GRAPPLE LOADER:**
- 4.3.31 CONSTRUCTION:** High tensile strength steel used in all major structural members such as A-frame legs, boom ears, boom spars, and stabilizers. Positive lubrication must be available to each wear point Boom rotation must be made through a hydraulic rotary drive motor. Elevation and knuckling of boom and operation of stabilizing outrigger jacks will be through double acting hydraulic cylinders with controls located at the operator's platform. All movements - swing, knuckle, lift, rotate, and bucket action will be able to be accomplished simultaneously without jerking or other unnatural actions of the loader. A two stage pump, per manufacturer's flow design, will be

provided to meet this requirement. All boom and outrigger pivot points to have bronze, brass, or steel bushings with grease fittings.

- 4.3.32 BOOM LENGTH:** Maximum 23 feet, minimum 21 feet, without telescoping boom.
- 4.3.33 BOOM ELEVATION:** Minimum 75-degrees above horizontal
- 4.3.34 WORK SPACE:** A minimum 24" +/- 3" inch work space will be maintained between back of cab and loader and a minimum 12" inch work space between loader and body.
- 4.3.35 OUTRIGGERS:** Outriggers to be hydraulic telescoping type with stabilizer pads, individually adjustable for operating height. Outside shell of out riggers will be braced/ reinforced to prevent bowing. Replaceable wear blocks and/or an effective lubrication system will be installed to prevent excessive wear of the internal leg of the outrigger. Edges of stabilizer pads will curve up to prevent gouging street material. A 90-decibel audio alarm will sound when the outriggers are being extended. Two eye hooks capable of securing outriggers in the travel mode must be installed as back up for hydraulic failure.
- 4.3.36 ROTATION OF BOOM:** 360 degree continuous rotation. An electrical collector must be installed to ensure electrical wiring will not be damaged by continuous rotation of the boom. A boom lock must be installed at the operator station to prevent boom swing during transport.
- 4.3.37 SWIVEL COUPLINGS:** Hoses must be equipped with swivel couplings which prevent twisting of hoses when boom is swung through its entire rotational arc.
- 4.3.38 CONSTRUCTION:** High tensile strength steel used in all major structural members such as a-frame legs, boom ears, boom spars, and stabilizers. Positive lubrication must be available to each wear point.
- 4.3.39 TRASH BUCKET:** Combination type bucket designed for solid waste and brush collection with fully enclosed sides. Bucket must be Rotobec model 045W required to include curved jaws and special closing cylinders; **NO ALTERNATIVE GRAPPLE SYSTEM SHALL BE ACCEPTED.** Cylinders, hoses, and hydraulic lines must be protected from debris protruding through bucket with steel plates. Hoses must also be covered with anti-wear material.
- 4.3.40 BOOM LENGTH:** Maximum 22 feet, minimum 21 feet, without telescoping boom.
- 4.3.41 CRANE STABILITY:** Minimum 2-inches upper and lower steel plates must be used to mount the crane to the vehicle frame. The frame must be reinforced with minimum 3-inches braces located adjacent to the mounting bolts, with stops welded on chassis frame to prevent sliding. Stops cannot be welded directly to truck frame.
- 4.3.42** Minimum lifting capacity less bucket:

4.3.42.1	<u>LOAD</u>	<u>RADIUS FROM CENTER</u>
	5,400-lbs	15-feet
	8,000-lbs	10-feet

4.3.43 ADDITIONAL REQUIREMENTS: Vendor shall:

- 4.3.43.1** Install a safety cradle around operator seat approximately 3-inches wider than feet, level with the seat in the folded position, and not more than 18" inches to the rear. Material to be 1 1/4-inches steel tubing firmly mounted and must not interfere with operator's range of motion.
- 4.3.43.2** Equip main engine cutoff switches in the grapple operator area.
- 4.3.43.3** Install a safety belt on operator's seat.
- 4.3.43.4** Furnish and install all safety equipment required meeting Federal and State safety standards to include under ride protection and conspicuity markings.
- 4.3.43.5** Furnish and install ladders to provide access to work station on left and right side of loader, configured with minimum of 4 non-slip step, minimum 1-inch tread depth. Ladders will angle towards loader from bottom rail. Hand rails will be provided by vendor.

- 4.3.43.6 Furnish and install a switch, easily accessible to the crane operator, shall sound a signaling device. Signal must be loud enough to be heard over the loader during operation.
- 4.3.43.7 Furnish and install boom guards on both boom segments. Boom guards must be customized to protect the hydraulic lines from any damage during operation. Material for the boom guards shall be constructed of a high tensile strength steel, and must be secured by fasteners.
- 4.3.43.8 Supply adequate sized wheel chock to support a minimum 35,000 GVWR with mounting brackets on the street side of the body.
- 4.3.43.9 Add safety switch to seat to render boom operation inoperable when operator is not sitting in the seat.

4.3.44 ACCEPTABLE MODEL: Rotobec Elite 910 Loader (NO EXCEPTIONS).

4.3.45 MISCELLANEOUS: These trucks shall replace unit numbers: 484012, 484112, 484212, 484312, 484412, 484512, 484612, 484712, and 484812.

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.

Force Majeure.

Should performance of any obligation created under this Agreement become illegal or impossible by reason of fire, flood, storm, epidemic, pandemic, or other national or regional emergency, act of God, governmental authority, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or any other cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected, then the Liquidated Damages provision is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides reasonable notice of the event of force majeure and exercises all reasonable diligence to remove the cause of force majeure.

Cooperative Contract Provisions.

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

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

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

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

Exhibit I – All applicable terms and conditions of the Cooperative Purchasing Contract number(s): **601-19** through **BUYBOARD - TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE** or **HT 06-20** through **HOUSTON-GALVESTON AREA COUNCIL (HGAC)**.

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

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

Warranty.

The warranty specified in Exhibit 1, if any, a minimum of 90-days product guarantee, or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFO,

unless otherwise specified in the Specifications/Scope of Services section of this RFO. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

Rejection of Disclaimers of Warranties & Limitations Of Liability.

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

Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Incorporation of Attachments.

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

Attachment A – Price Schedule
Attachment B – City of San Antonio Local Preference Program Forms
Attachment C – Veteran-Owned Small Business Preference Program Tracking Form

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

Invoicing and Payment.

Invoice Submissions. City requires all original first time invoices to be submitted directly to the Accounts Payable section of the Finance Department. The preferred method of delivery is electronically to the following e-mail address:

accounts.payable@sanantonio.gov

Invoices submitted electronically to the e-mail address above must be in separate .pdf format file. Multiple invoices cannot be submitted in a single .pdf file; however, Vendor may submit multiple, separate invoice files in a single e-mail. Any required documentation in support of the invoice should be compiled directly behind the invoice in the same .pdf file. Each electronically submitted file must have a unique identifying name that is not the same as any other file name.

Invoices submitted by electronic submission are only considered "original" when the submission comes directly from the Vendor to Accounts Payable using this e-mail address. Vendor may courtesy copy the ordering City department personnel on the e-mail.

Vendors not able to submit invoices with the required file formatting above may mail original invoices, on white paper only, to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

Information Required On Invoice.

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

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

Payment by City.

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

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

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

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

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

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

Termination.

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

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

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

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

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

INDEMNIFICATION.

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

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

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

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

Records Retention.

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

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

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

S.B. 943 – Disclosure Requirements for Certain Government Contracts. For contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, Vendor acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this offer and any resulting contract. Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

By submitting an Offer, Offeror warrants and certifies, and a contract awarded pursuant to this RFO is made in reliance thereon, that it, has not knowingly or intentionally failed to comply with this subchapter in a previous offer or contract. City hereby relies on Vendor's certification, and if found to be false, City may reject the offer or terminate the Contract for material breach.

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 III.C.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.

Attorney's Fees. The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

Prohibition on Contracts with Companies Boycotting Israel

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

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

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

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

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

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

CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS PROHIBITED. Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Vendor hereby certifies that it is not identified on such a list. City hereby relies on Vendor's certification. If found to be false, or if Vendor is identified on said list during the course of its contract with City, City may terminate the Contract for material breach.

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

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

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

007 - SIGNATURE PAGE

By submitting an offer, Offeror represents that:

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

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

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

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

Complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your offer.

Offerors Information:

Please Print or Type:

Vendor ID No.:	V1045102
Signer's Name:	Mike Crockett
Name of Business:	Doggett Freightliner of South Texas, LLC
Street Address:	8700 IH 10 East
City, State, Zip Code:	Converse, Texas 78109
Email Address:	mike.crockett@doggett.com
Telephone No.:	210-277-4373
Fax No.:	210-661-0289
City's Solicitation No.:	6100012813


Signature of Person Authorized to Sign Offer

008 - STANDARD DEFINITIONS

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

All-or-None Offer - an RFO in which City will award the entire contract to one offeror only.

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

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

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

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

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

Director - the Director of City's Finance Department-Purchasing Division, or Director's designee.

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

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

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

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

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

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

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

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

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

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

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

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

009 - ATTACHMENTS

Attachment A:

PRICE SCHEDULE

Local Preference Program (LPP) Ordinance

In accordance with Chapter 271, Texas Local Government Code, the City adopted a policy, known as the Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII.

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

All Offerors are required to complete and submit the Local Preference Identification form, regardless of the location of their business.

ITEM PRICING

PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1	9	35K GVWR Brush Truck with Grappler

PRICE EACH: \$ 188,841.00

TOTAL: \$ 1,699,569.00

YEAR, MAKE & MODEL OF CAB & CHASSIS OFFERED:

2021 - Freightliner - M2-102

CAB & CHASSIS WARRANTY:

2 Years - Unlimited Miles

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

Cummins L9 - 330HP

ENGINE WARRANTY:

2 Years - Unlimited Miles

TRANSMISSION WARRANTY:

3 Years - Unlimited Miles

CAB & CHASSIS WARRANTY SERVICE PROVIDER FACILITY NAME:

Doggett Freightliner of South Texas, LLC

CAB & CHASSIS WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

8700 IH 10 East, Converse Texas 78109

SPECIFIC MAKE & MODEL OF GRAPPLER AND GRAPPLER BODY OFFERED:

Rotobec Elite 910 "COSA SPECIFIC" loader with Rotobec 045W Grappler - "COSA Grapple bucket"

GRAPPLER AND GRAPPLER BODY WARRANTY:

1 Year - Unlimited Miles

GRAPPLER BODY WARRANTY SERVICE PROVIDER FACILITY NAME:

Fox Truck World

GRAPPLER BODY WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

965 FM 1516, San Antonio Tx 78263

DELIVERY WILL BE MADE WITHIN 150-240 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: 12/31/2020.

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 11/1/2020.

OFFER 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 OFFEROR PROVIDE OFFERED ITEMS, AT THE OFFER PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF DATE? (YES or NO)
Yes.

ITEM	QUANTITY	DESCRIPTION
2	Each	COOPERATIVE FEE

COOPERATIVE FEE EACH: \$ Fee = \$400.00 per purchase order regardless of quantity. = \$44.44 ea.

TOTAL COOPERATIVE FEE: \$ 400.00

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