



CITY OF SAN ANTONIO
FINANCE DEPARTMENT - PURCHASING DIVISION

FORMAL REQUEST FOR OFFER ("RFO") NO.: 6100013888

PAINT TRUCK FOR SAN ANTONIO AIRPORT SYSTEM

Date Issued: APRIL 21, 2021

RESPONSE MUST BE RECEIVED **NO LATER THAN:**

10:00 A.M. CT, APRIL 28, 2021

Responses may be submitted by any of the following means:

Electronic submission through the Portal

Electronic submission through Email

Offer submissions will only be accepted electronically

Offer Due Date: 10:00 A.M., CT, APRIL 28, 2021

RFO No.: 6100013888

Bid Bond: N/A Performance Bond: NO Payment Bond: NO Other: N/A

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NONE

DBE / ACDBE Requirements: N/A

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

Pre-Submittal Conference * NO

* If YES, the Pre-Submittal conference will be held on N/A at N/A.

Staff Contact Person: MARCO A. BELTRAN, PROCUREMENT SPECIALIST III, P.O. Box 839966, San Antonio, TX 78283-3966

Email: MARCO.BELTRAN@SANANTONIO.GOV

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

Offer submissions will only be accepted electronically

Submission of Electronic Offers Through the Portal. 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 shall be rejected.

Modified Offers. Offers may be modified provided such modifications are received prior to the time and date set for submission of offers and submitted in the same manner as original offers. For electronic offers, a modified offer will automatically replace a prior offer submission. See below for information on submitting Alternate Offers.

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

Forms Requiring Signatures.

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

All Other Documents. All other forms in this solicitation which require a signature must have a signature affixed thereto by manually signing the document. If submitting, electronically, sign the document prior to scanning it and uploading it with your 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 Left Blank Intentionally.

Restrictions on Communication.

Offerors 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 the offer from consideration.

Exceptions to the restrictions on communication with City employees include:

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

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before 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). The point of contact may be reached by telephone at (210) 207-3922 or by e-mail at SBEDAdocs@sanantonio.gov. *This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.*

If this solicitation contains DBE/ACDBE requirements, respondents and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Barbara Patton, who may be reached via telephone at (210) 207-3592 or through e-mail at Barbara.Patton@sanantonio.gov. Bidders and/or their agents may contact Ms. Patton at any time prior to the due date for submission of bids. Contacting her or her office regarding this RFO after the due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

Pre-Submittal Conference. This Section Left Blank Intentionally.

Changes to RFO.

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

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

Preparation of Offers.

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

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

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

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

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

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

Samples, Demonstrations and Pre-award Testing. If requested by City, Offeror shall provide product samples, demonstrations, and/or testing of items offered to ensure compliance with specifications prior to award of the contract.

Samples, demonstrations and/or testing must be provided within 7 calendar days of City's request. Failure to comply with City's request may result in rejection of an offer. All samples (including return thereof), demonstrations, and/or testing shall be at Offeror's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Estimated Quantities for Annual Contracts.

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

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

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

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

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

Rejection of Offers.

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

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

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

The offer is conditional; or

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

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

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

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Written notice of withdrawal shall be provided to the Staff Contact Person. 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 §2-52 of 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/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>

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 sealed bid. The Purchasing Division will not deliver the forms to the City Clerk for you.

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.0 SCOPE: The City of San Antonio is soliciting an offer from Vogel Traffic Services, Inc. dba EZ Liner for the purchase and delivery of a paint truck. The paint truck will be utilized by the Aviation Department to paint the markings needed on the runways and taxiways at both San Antonio International Airport and Stinson Municipal Airport. No installation will be required by the awarded vendor for this purchase.

4.1 GENERAL CONDITIONS: The following general conditions will apply to all items within this bid unless specifically excluded within any item.

Successful vendor is required to notify the City of all production "cut-off" dates necessary for order submission. Vehicles are to be year model 2020 or newer.

4.1.2 All components shall be installed new, unused, standard production model, and equipment is to be serviced in accordance with manufacturer's recommended pre-delivery check list, and ready for operation upon delivery, and shall include all manufacturers' standard equipment unless otherwise specified or replaced herein. Equipment offered under the below listed specifications will be considered unacceptable if for any reason its long-term availability on the U.S. Market or in the local area is in doubt.

4.1.3 Warranty and Parts – The maximum standard manufacturer's warranty on all components parts and service must be included. All components, parts, and service are required to provide, as a minimum, a 1-year warranty. All warranty times will start the date the vehicle is placed in service, not on the delivery date. The dealer will be notified by letter of the in-service date of each vehicle by serial number. Vendor will fully explain the warranty by attaching separate, authenticated correspondence Warranty, reliability, and replacement captive parts costs and availability shall be a consideration in award of this bid. Warranty parts and service must be available within a 50-mile radius of San Antonio City Hall and by a factory-authorized dealer identified on the Price Schedule page (NO EXCEPTIONS). All warranty repairs must be completed within 3 days from the date equipment is delivered to the vendor unless otherwise approved by the appropriate City of San Antonio maintenance superintendent. By submitting an offer, Vendors certifies that all repairs needed after the warranty period will be available within 50-mile radius of San Antonio City Hall.

4.1.4 Delivery: All deliveries are to be made inside the City limits of San Antonio. Vendor must deliver vehicles to the following address:

City of San Antonio,
Southeast Service Center,
Building 6, Gate 5
San Antonio, TX 78220
Attn: Acquisitions

Delivery to a non-specified location will result in non-acceptance of the vehicles 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. Vehicles with more than 100 miles accumulated on the odometer will not be accepted. All vehicles are required to have a full tank(s) when delivered to City specified location.

4.1.5 Equipment and Literature Manuals – The supplier shall furnish (2) complete sets per vehicle type, of the following: Parts Manual, Maintenance Manual, Service Manual, Operators Manual, USB drive or access to on-line/real time for parts, maintenance service and operations per model of all equipment, accessories, and components. The supplier shall furnish (2) complete sets of detailed literature and specifications or access to on-line/real time literature and specifications of each vehicle type upon contract award.

4.1.6 The Manufacturer's Statement of Origin (MSO), Dealer Temporary license plates/tags, proper Invoice, signed 130U form are required upon delivery of each unit and are required before payment can be processed. Any of these missing items will delay the payment process.

4.1.7 All vehicles are to be equipped at the factory with air conditioning, Heater, defroster, (maximum capacity engine cooling system offered by manufacturer), full headliner, minimum OEM AM/FM radio, power steering, power ABS brakes, power windows, power door locks, power mirrors and manual tilt steering wheel.

4.1.8 All units to be equipped with safety equipment as required by the Federal Government.

4.1.9 No dealership nameplates, markings or decals will be permitted on the vehicles.

4.1.10 VEHICLE INSPECTION: The vendor shall have each vehicle properly inspected in compliance with Texas motor vehicle laws. Texas Inspection Certificate shall accompany the vehicle when delivered to the receiving entity of the City of San Antonio.

4.1.11 All units shall be equipped with safety equipment as required by the Federal Government and shall MEET ALL SAFETY STANDARDS AND REQUIREMENTS.

4.1.12 Training – The Contractor shall provide initial operational and maintenance training for the equipment. Training shall be provided by one (1) qualified instructors and conducted at a facility to be designated by the City. Training shall be provided no later than 14 days after the City takes delivery of the new equipment at the specified City facility. Training shall consist of two (2) eight-hour days. Payment for new equipment will not be made to Vendor until any requested training is completed. Operator training shall be coordinated with Aviation Operations staff.

4.2	ITEM	QUANTITY	DESCRIPTION
	1	1	Cab/Chassis; Peterbilt Model# 220
	2	1	Base Unit; EZ Liner Model TS-AL500

4.3 CHASIS SPECIFICATIONS

4.3.1 Model: Peterbilt, model 220

4.3.2 ENGINE: PACCAR Model PX-7 or equal diesel engine 250 hp @ 2400 rpm & 660 lb/ft torque @ 1600 rpm, horizontal exhaust.

4.3.3 GVWR: 33,000 lbs.

4.3.4 TRANSMISSION/DRIVE: Allison automatic transmission Model 2500RDS-P

4.3.5 SUSPENSION: Heaviest Duty available to include heavy duty shock absorbers and independent struts with stabilization.

4.3.6 BRAKES: Air brakes (ABS) with air dryer, 18.7 cfm minimum air compressor.

4.3.7 WHEELBASE: 158" (inches).

4.3.8 TIRES: 11R22.5 16 ply tires, highway tread sized appropriately for GVWR and individual GA WR.

4.3.9 FUEL SYSTEM: 45-gallon minimum capacity, rectangular, mounted left side. 6.6-gallon DEF tank.

4.3.10 ALTERNATOR: 160 AMP minimum.

4.3.11 BATTERY: (2) 1000 CCA 12-volt batteries, maintenance free, 2,000 total CCA with battery disconnect switch.

4.3.12 CAB: Fully enclosed tilt type custom cab with high back, air ride suspension seat driver's side, left and right sun visors, electric horn, intermittent windshield wipers and washers, seat belts, heat & air conditioning air conditioning, right and left side mounted rearview mirrors 7" x 12" (minimum) remote controlled with integral convex wide view sections, tinted safety glass windows, rear window, power side windows. Concert Class radio with AM/FM/WB/USB/MP3 and Bluetooth phone and audio with speakers.

4.3.13 ELECTRICAL AND LIGHTS: Headlights, emergency flasher lights, complete with cab clearance lights, and all other standard lighting equipment. Highway cruise control with low engine speed RPM control working range shall be 5 mph to 15 mph minimum. Back up alarm (107 dB) & back up camera.

4.3.14 COLOR: Ice White DuPont N8870.

4.4 BASE UNIT SPECIFICATIONS

4.4.1 Structural Configuration

4.4.1.1 The unit shall be equipped with a heavy-duty channel painted treadplate steel platform to accommodate all deck mounted components. The construction of the equipment platform shall consist of 8" risers, 4" structural channel long sills, and 3" structural channel cross members at 16 to 24" centers and 3/16" floor treadplate deck with an integral formed rub rail. The 5" tall rub rail on each side shall be an extension of the 3/16" one-piece treadplate with two 90-degree bends to create a seamless inverted channel edge with a 1" long underside lip (parallel with the horizontal surface of the deck) on the bottom of the rub-rail. All bent comers shall be slightly rounded to prevent unsafe sharp edges. The platform shall measure 96" wide. The tote storage area shall be inset approximately 8" on the side of the platform to better position the weight of the tote filled with 265 gallons of paint toward the center of the platform's width.

4.4.1.2 An operator's canopy shall be welded to the platform railings for protection of the rear operator. This canopy shall measure at a minimum 96" wide at the corner posts, 60" long from front to back, 77 1/2" tall in the center peak of the canopy roof, and 76" tall at the outside edges to create a slight slope for drainage. The canopy roof perimeter shall extend over the support tubing to at least 96" overall width at the outside edges. The operator's platform under the canopy shall be at the same level as the main platform.

4.4.1.3 The platform shall be secured to the truck frame by heavy-duty grade 8 bolts and risers with four or five risers on each side of the platform. The risers are to be 8" high minimum to give proper clearance for installation of plumbing and control lines and to facilitate ease in maintenance, repair and cleaning.

4.4.1.4 The platform shall further be equipped with two recessed corner clearance lights and three recessed rear lights in the middle of the platform and all necessary reflectors as required by law. All lighting shall be LED.

4.4.1.5 A 42" high welded railing of 1 1/2" square steel tubing minimum shall be placed around open portions of the platform. A 32" high minimum padded railing shall be used on the side at each operator's station. The 32" high railing width at the rear of the platform shall measure approx. 96" wide. All railings shall be welded to the platform for stability and shall have a mid-rail. Support posts for railings shall be constructed of 1 1/2" square tubing.

4.4.1.6 Four (4) 1 1/2" steel square tube minimum, hinged fold up type ladders shall be installed on the unit to provide convenient access to the operator position and all equipment on the platform. A spring return finger pull latch will store the ladders in a flush position with the railing when not in use. (Chain type ladder storage will not be acceptable.) Chrome handrails shall be bolted to the platform safety railing vertically on each side of ladder entrance areas for safety.

4.4.1.7 Removable aluminum fenders shall be installed with aluminum guard to the front and to the rear. Fenders shall be sized to the tires of the chassis.

4.4.1.8 A weatherproof air-ride Bostrom (or equal) seat assembly shall be mounted on the left side of the rear corner of the main platform, as close to the edge of the platform as possible. The seat assembly shall be equipped with a seat belt and full backrest and have a flip up arm rest toward the center of the platform. The top of the side railing next to the rear operator's seat shall include weatherproof black vinyl padding for protection and operator comfort. A cup holder shall be provided loose with the unit for the customer to install at their desired location following delivery.

4.4.1.9 All air and electrical control panels required for proper operation of the striping carriage and guns shall be accessible by the operator while seated.

4.4.1.10 The paint and bead gun carriage shall be mounted on the left side of the vehicle behind the rear axle of the truck. The carriage shall be positioned in such a manner that the operator shall have a clear view of the painted markings being duplicated from directly above the carriage. The plumbing on the carriage shall be routed so as not to obstruct the operator's view of the guns.

4.4.1.11 All rods, brackets, and holders that require paint and bead gun adjustments to change the line width and spacing shall be zinc plated for durability and overspray clean up.

4.4.1.12 The carriage shall be heavy duty electrically welded and of all-steel construction. The carriage shall be of parallel arm type construction and shall be equipped with a pneumatic air cylinder to lift the spray gun carriage off the road surface and to apply down pressure when striping. A carriage lift switch shall be in the gun controller box for this function.

4.4.1.13 The carriage shall be supported with two (2) minimum aircraft style 5.00-5/10/160 pneumatic 13" minimum diameter pneumatic tire/wheel assemblies with grease-able bearings to maintain the guns at a relative position from the surface Page 4 of 13 being painted. The tires, when carriage is lowered shall always support the guns at the same relative position above the pavement. The wheel assemblies with grease-able bearings shall be positioned to evenly distribute the weight of the carriage. The two tires and caster assemblies shall be spaced apart to properly distribute the weight of the carriage. An

electric carriage swivel caster spacing adjustment from operator's station to allow for incremental positioning of the carriage outer caster to better support the weight while striping.

4.4.1.14 The gun carriage outrigger shall be suspended by two square tube-in-tube retractable steel slide assemblies. The outer tubes connected to the chassis frame rails shall measure 3 ½" x 3 ½". The inner tubes connected to the carriage framework shall measure 2 ½" x 2 ½". Moving portions of the slide assembly shall be supported by UHMW PE bearing material. All bearings or pivots on the carriage slide, where relative motion occurs, shall be fitted with replacement bushings and anti-friction bearings. The carriage slide assembly shall be positioned with a double action, hydraulic cylinder to move the carriage from the transport position to any point in its operating range. Full extension of the carriage shall be at least 5'. When in the transport position, carriage shall be secured in place by an auto-hold bracket and shall not require chains to support or hold the carriage in place.

4.4.1.15 The carriage shall be positioned from side to side with an orbital motor and 14" minimum diameter steering wheel with spinner knob to allow the rear operator to set the location of the carriage from the operator's station. The power steering system shall provide smooth, continuous adjustment of the carriage- position without any jerk or hesitation and shall maintain the carriage at any given point within the operational range without the use of a locking device.

4.4.1.16 The Unit shall be equipped with a front mounted, laterally adjustable pointer guide assembly approximately 6' to 10' long. The guide shall be of tubular steel construction, telescoping and mounted on 4.10 x 3.50 4-pneumatic wheel and equipped with a caster mounting and rigidly reinforced to prevent vibration. The guide shall collapse into a convenient transport position and shall not obstruct the chassis driver's vision. The line guide shall not require any tools to change its position from side to side or to extend or retract its length. The guide assembly shall be equipped with a pneumatic power lift to raise the guide from the pavement to transport position. The lift control switch shall be mounted in the chassis cab.

4.4.1.17 The main above deck components such as the platform and tanks of the unit shall be prime coated and finished painted White in color using a prime coat and topcoat with a high quality two component urethane system. Powder coating and zinc plating of components is also acceptable.

4.4.1.18 Two (2) 10 lb. fire extinguishers shall be supplied and mounted on the front and rear positions of the platform. The fire extinguishers shall be ICC approved ABC type.

4.4.2 Paint System

4.4.2.1 There shall be a minimum of three hundred and twenty (320) gallons of total paint capacity. The total paint capacity shall consist of a 265-gallon non-pressurized paint holding tote for yellow or white and a separate 55-gallon drum for black for on board storage of the traffic paint. The tote and drum is not included and should be provided by the City's paint supplier. Sufficient holding area with divider and tie down ratchet straps to secure these containers in place shall be installed.

4.4.2.2 Quick connect cam lock type couplers and 2" I.D. suction hose shall be provided to connect the paint pump to the paint tote bottom outlet. The platform shall be cut out to ensure the platform does not interfere with attached 2" hose to paint tote. A galvanized 2" male cam & groove fitting shall be installed in the cut-out section to provide a place to hook up tote outlet hose when tote is switched.

4.4.2.3 A 1" recirculation line shall be plumbed to the top of the paint tote from the outlet of the low-pressure paint load pump to allow low pressure paint recirculation. An air pressure equalization vent, 1" low pressure recirculation, and ½" HP filter bleeder/pressure relief hose with connection tree assembly and stainless-steel ball valves shall be provided for connection to the tote when on board the truck. A stainless-steel suction pipe and bleeder line with stainless steel pipe extension to fit in the bung on the paint drum shall be provided with hoses for the black paint system.

4.5.2.4 The Unit shall be equipped with Graco high volume, high pressure, automatic, airless striping guns, Model 238-377 or equal. The airless paint gun fluid housing and packing assembly shall be constructed of 300-grade stainless steel. The outlet seat shall be tungsten carbide to resist abrasion. Each gun shall be controlled electrically by individual electro-air valves with ¼" air ports (minimum). They shall be mounted in a block/manifold on the frame of the carriage. A manual override shall be provided for each solenoid at each gun carriage to allow activation of each individual paint gun from the carriage location.

4.4.2.5 The striping guns shall be equipped with reversible (XHD RAC®) tips and shall be interchangeable without the use of tools for various spray patterns and flow rates.

4.4.2.6 The carriage shall be configured with six (6) airless paint guns capable of painting one of 3 colors for various types of airport striping patterns.

4.4.2.7 The Unit shall be equipped with two (2) high capacity, high-pressure, hydraulically driven airless piston paint pumps for spraying yellow or white paint (whichever color tote is on board). The airless paint pumps shall each have a minimum capacity of 13 GPM at discharge pressure of 2000 psi. (Titan/Speedflo 6" stroke stainless steel or equal). One (1) additional high capacity, high-pressure, hydraulically driven airless piston paint pump for spraying black paint from a 55-gallon drum. This airless paint pump shall have a minimum capacity of 13 GPM at discharge pressure of 2000 psi. (Titan/Speedflo 6" stroke stainless steel or equal). All pumps shall be capable of spraying water-borne (latex) paints. The pumps shall be capable of spraying paints with standard solids content as well as low VOC, high solid paints. The pump's piston and sleeve shall be stainless steel and chrome plated for maximum corrosion and abrasion resistance. The valve seat shall be tungsten carbide for wear resistance. The packings shall be a combination of leather and UHMW PE, easily field adjustable to compensate for normal wear. Paint pressure shall be controlled from the operator's station for paint pressures ranging from 300 to 2,000 PSI G minimum. The Unit shall be equipped with a manual shut-off valve for each airless paint pump that can be accessed from the rear operator position.

4.4.2.8 A stainless steel ASME certified surge chamber with a minimum 2700 psi rated internal working pressure shall be installed between the outlet of the HP paint pumps and the two carriage mounted manifolds (1 for yellow/white and 1 for black). The ASME certification label will be permanently attached to the surge chamber.

4.4.2.9 The Unit shall be equipped with two (2) air-driven, Teflon diaphragm-operated paint loading pumps (ARO or equal). These pumps will be used to load yellow or white paint from an industry standard paint tote (265 gallons), and black from a drum (55 gallons) into the platform mounted containers. Each pump shall have a maximum (water) flow rating of 172 GPM. A cam lock male/female connection shall be installed between the load tube and the suction hose to allow for use with totes or drums. The pumps shall have a minimum of 2" inlet and outlet port. The pumps shall each be equipped with a 12' section of 2" ID loading hose. The pumps shall be installed, and the appropriate plumbing and valving provided to allow each to simultaneously fill each paint container. The pumps shall be installed, and the appropriate plumbing and valves provided to allow these pumps to also be used for delivering traffic paint to each high-pressure paint pump while painting.

4.4.2.10 A stainless-steel canister type strainer with stainless steel screen and 1/8" diameter holes shall be installed at each low-pressure paint transfer pump outlet. The strainers shall be equipped with removable reusable screens. Each filter shall have a minimum of 100 sq. inch surface area. Valves shall be provided to isolate each strainer assembly for cleaning. Each strainer shall be equipped with a drain port with removable plug to allow for draining of the strainer into a pail or bucket at the onset of strainer cleaning. Strainers shall be positioned in such a manner as to facilitate cleaning without material discharge onto any portion of the unit.

4.4.2.11 At the high-pressure outlet port of each high-pressure paint pump, there shall be a high capacity, high-pressure canister type paint filter. These filters shall have pressure ratings of not less than 5,000 PSI. Each stainless-steel high-pressure filter shall have a minimum filtration surface of 18 square inches and reusable stainless-steel screen with 40 mesh perforations. Inlet and outlet ports shall be a minimum of 1/2" ID. A 1/2" minimum high pressure (rated at 2,000 psi working pressure or higher) paint hose with a manual stainless-steel ball valve on each end shall be plumbed from the high pressure paint filter to the top inlet of each associated paint container to provide recirculation of paint back to the container when the high-pressure paint pumps are on and to provide bleeding of the pressure from these high-pressure filters when the high pressure paint pumps are off.

4.4.2.12 The paint filters shall be positioned as close to the paint pumps as possible to facilitate quick and easy cleaning and to protect these major components from becoming plugged with debris. All filters shall be dedicated to separate paint colors for quick color change.

4.4.2.13 All plumbing lines from the material containers to the strainers shall be ASTM specification 2" ID size minimum with cam locks, crosses, tees used liberally throughout the installation to ensure convenient maintenance and cleanout.

4.4.2.14 All fluid lines from the strainers to the striping guns on the centerline carriage shall be not less than 1/2" ID solvent resistant type rated at 3000 PSI with stainless steel swivel ends.

4.4.2.15 The labels on all ball valves handles shall be protected with clear heat shrink.

4.4.2.16 A non-pressurized 25-gallon poly tank with 12-volt DC pump with power switch on the pump shall be provided for cleaning off the gun carriages and for hand washing.

4.4.2.17 A Hannay Reels® 25' hose reel with handheld water dispenser shall be installed at the rear of the unit for clean-up of spilled paint or to wash down the carriage.

4.4.3 Bead Dispensing Equipment

4.4.3.1 The Unit shall be equipped with an ASME certified 3,000-pound minimum capacity, carbon steel 36" diameter pressure bead tank. The bead tank lid shall have a minimum diameter of 24" and shall be held in place by twelve (12) over the center clamp and screw assemblies with forged steel wing head bolts. The lid shall be hinged and shall have a welded handle to open the tank when needed. The bead tank shall be equipped with a 100 lb. air pressure vacuum gauge, ASME safety valve and air bleed jet. A full steel skirt shall be provided around the bottom of the tank for flush mounting to the platform. Sight level gauges, a minimum of 2" in diameter each, shall be provided as an integral part of the glass bead tank and shall face the curbside of the platform. They shall be located at ¼, ½, and ¾ levels vertically on outside wall of bead tank. Tank pressure is to be regulated from the rear operator's control console panel.

4.4.3.2 Pressure bead pipe (hose is not acceptable) with a minimum diameter of 2" ID shall be provided at the bottom outlet of the bead tank to convey the beads from the bead tank to a bead distribution manifold. Pressure bead hoses from the distribution manifold to the bead guns shall be 3/4" ID minimum clear poly spring reinforced. Individual full custom length bead hoses shall be provided for each bead gun to ensure a constant direct and gravity assisted bead flow to each gun.

4.4.3.3 The Graco 238-338 glass bead guns (or equal) shall be capable of being operated independently of or simultaneously with the associated striping guns. The bead guns shall be adjustable for the desired application ratio.

4.4.3.4 The carriage shall be configured with six (6) glass bead guns.

4.4.3.5 Glass beads shall be loaded from a standing position on the platform. A vacuum type system with jet pump and muffler shall be permanently installed on the equipment. A crush resistant 2" I.D., 12' long corrugated chemical transfer hose with king nipple shall be provided to allow the operator to draw beads into the tank from an open glass bead container. A removable bag splitter/strainer shall be installed in the neck of the tank to prevent foreign objects of significant size from entering the bead system.

4.4.3.6 Size beads and range will be determined at time of manufacturing. Recommendations will be made to the City during the manufacturing process for approval.

4.4.4 Power System

4.4.4.1 The compressor shall be a utility mount rotary screw type with a minimum displacement of 210 CFM (Boss or equal) with after air cooler. The compressor shall be conveniently mounted on the unit for easy daily maintenance and access. Compressor shall be powered by a Tier 4 Final compliant John Deere diesel engine and shall draw fuel from the chassis fuel tank. An auxiliary fuel pump will be provided to create lift of the fuel from under the platform to the above deck location of the engine. A Cole Hersee 75920 or equal battery disconnect switch shall be installed to isolate the engine's battery from the cab and chassis when not in use. An insulated housing shall surround the engine and compressor with removable access doors. A remote-control panel shall be provided for control and monitoring of the compressor from the rear operator area in the control panel. It shall include on/off controls and gauges for air pressure, hour meter, voltmeter, engine oil pressure, engine coolant temperature, and compressor discharge temperature.

4.4.4.2 The air system shall be equipped with a minimum 12-gallon air receiver with moisture drain and safety relief valve. The main airlines leading from the compressor to the air receiver shall be equipped with reusable fittings. The air supply is to be conditioned by an air cooler followed by a La-man 11 IF 2 stage dryer with auto ejector drain. A separate coalescing type moisture separator shall be installed prior to glass bead tank. The filter/moisture separator shall be a minimum ¾" NPT inlet and equipped with replaceable filter element. An air take-off with quick connect fitting shall be installed at platform level by gun carriage.

4.4.4.3 The Unit shall be equipped with a metal control panel located in front of and in the center of the operator's platform accessible from seat. The control panel shall be equipped with a separate regulator and gauge for the bead tank pressure, and for each low-pressure paint pump. Regulators shall be non-corrosive and self-evacuating and equipped with a push locking device. Each air regulator shall have an associated 0-200 psi liquid filled pressure gauge. Regulators and gauges shall be of panel mount type. The faceplate of the operator's control panel shall be a black with etched white lettered control function labels. Sticker or painted on labels will not be acceptable as they run the risk of wear over time.

4.4.4.4 Each paint and bead gun shall be controlled electrically by individual electro-air valves with ¼" minimum diameter inlet, outlet, and exhaust ports (minimum). They shall be mounted in a block/manifold style and mounted on the frame of each carriage. A manual override shall be provided for each solenoid at each gun carriage to allow independent activation

of each individual paint and bead gun from the carriage location. All air control lines to the striping guns and electro-air valves shall be not less than ¼" ID solvent resistant nylon tubing tested to 125 psi or comparable.

4.4.4.5 A 50-gallon minimum hydraulic reservoir shall be provided. The reservoir shall be equipped with an internal baffle, sight level/temperature gauge, suction filter, and vented fill cap. The reservoir shall be situated above the inlet of the hydraulic pump to insure flooded inlet suction to the pumps. The return port on the reservoir shall be equipped with a 50 gallon per minute hydraulic return filter. The return filter shall be an in-tank filter with replacement indicator gauge.

4.4.4.6 One (1) pressure compensated piston type hydraulic pump (2.75 C.I.R. minimum) shall be provided, directly mounted to the engine's auxiliary drive SAE A or B pad. (Belt driven systems not acceptable.)

4.4.4.7 All high-pressure hydraulic hose shall be rated at a minimum of 2,000 psi working pressure. A shut-off valve will be installed in the low-pressure plumbing of the hydraulic system to isolate the reservoir and limit fluid loss when maintenance is performed.

4.4.4.8 The sealed hydraulic system shall include a 50 gpm hydraulic oil after cooler with 12 V fan and temperature controlled on/off switch to prevent overheating.

4.4.4.9 A Hannay Reels® 25' hose reel with handheld air blow gun shall be installed at the rear of the unit for blowing down the carriage.

4.4.5 Electrical System

4.4.5.1 A metal control console shall be located in front of and in the center of the operator's station accessible from the operator seat. Each circuit shall be color-coded wire and shall be protected by resettable type circuit breakers and/or fuses. All junction blocks at the control box and on the gun-carriage shall be protected from the weather and shall follow standardized cable color-coding. Junction blocks shall be UL listed. The wiring harness between the junction blocks shall be protected by polyethylene corrugated loom wire covering. Shrink tubing shall be used as a protective covering on the wiring from the cart junction box to the air solenoids. All electrical components and functions shall be grounded. Cable connectors for the control box shall be quick-disconnect plugs and receptacles designed for quick removal. The connections shall be the correct gauge rated to withstand the current needed to operate the guns and control box.

4.4.5.2 A main power "Kill Switch" shall be provided in the chassis cab to shut off electrical controls for the striping guns.

4.4.5.3 A 6-line gun Skip-Line Inc. SC-12 control switch box shall be supplied with preset buttons for pattern selection. The gun controller shall have 6 on/off toggle switches, one for each paint gun. The bead guns will be activated with the associated paint guns unless black paint is being applied with a particular gun, then no beads will be applied. The system shall provide for a bead gun delay to fully cover the paint line.

4.4.5.4 A remote handheld trigger switch shall be provided for the master control box for activating skip pattern stripes. This thumb switch will be used to allow for automatic, semi-automatic, and manual modes.

4.4.5.5 Each paint gun (6 total) on the carriage shall be equipped with an electric actuator/elevator and control switch to raise and lower each paint gun individually from the operator's position.

4.4.5.6 A David Clark U3800 inter-communication system including 3 headsets total shall be furnished to provide a means of vocal communications between the driver of the vehicle and the operator. Two (2) over the head style dual muff headset shall be provided for the operator. One (1) single muff headset shall be provided for chassis' driver.

4.4.5.7 One (1) chassis cab roof mounted LED light bar (Whelen F4X2AAAA or equal) shall be provided with on/off controls inside the chassis cab. A custom bracket shall be provided and installed on the chassis cab roof to accommodate the mounting of a lightbar.

4.4.5.8 Four (4) 360-degree LED strobes (Whelen L41AP or equal) shall be mounted at the front and rear corners of the platform. On/off control shall be in the chassis cab.

4.4.5.9 One (1) LED flashing strobe light (Whelen LINV2A or equal) shall be installed on the carriage to be mounted with 180-degree visibility from the side of the carriage. One on/off switch shall be installed in the rear operator's main control console.

4.4.5.10 Six (6) Hella 1000 lumen each LED work lights shall be provided. Two (2) to illuminate the deck; two (2) for gun carriage, one (1) for the diaphragm paint pumps and one (1) to illuminate the front bumper mounted line guide.

4.4.6 Camera Backup and Guidance System

4.4.6.1 A commercial grade color camera backup system shall be provided. One (1) Weldex Model WDRV-7057C color backup camera shall be provided installed facing rear. The monitor for the chassis cab will be installed on a stainless-steel pipe slide to allow positioning of the monitor horizontally. An adjustable RAM Mount bracket will be used.

4.4.6.2 One (1) Dakota Mico AgCam self-contained 16mm color camera with 15° field of view shall be used for guidance monitored from the chassis cab. The camera shall be mounted directly in front of the gun carriage outrigger tubes on electrically adjustable horizontal slide out tubing which will extend the camera utilizing a 3' electric cylinder to position the camera view off-lines being painted directly in front of the gun carriage.

4.4.6.3 The camera cables and connections used will provide maximum weather resistance. A dual use 12" touch screen monitor shall be provided with the display of the back-up camera and line guidance camera equipped with a speedometer overlay and crosshair generator.

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.

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 052417-EZL through Sourcewell.

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, 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 "PAINT TRUCK FOR SAN ANTONIO AIRPORT SYSTEM" 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 be signed by the authorized representative of the carrier and list the agent's name and phone number. The certificate shall 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 section 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 e. Independent Contractors	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hire Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

Vendor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverages required of Vendor herein and provide a certificate of insurance and endorsement that names Vendor and City as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Vendor. 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 required endorsements. Vendor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Vendor shall pay any costs incurred resulting from provision of said documents.

City of San Antonio
Attn: Aviation Department/Airfield Operations 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 10 calendar days advance notice for nonpayment of premium.

Within five 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 the City of San Antonio 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.

Undisclosed Features. Vendor warrants that the code and software provided to City under this contract does not contain any undisclosed features or functions that would impair or might impair City's use of the equipment, code or software. Specifically, but without limiting the previous representation, Vendor warrants there is no "Trojan Horse," lock, "time bomb," backdoor or similar routine. This contract shall not now, nor will it hereafter, be subject to the self-help provisions of the Uniform Computer Information Transactions Act or any other law. Vendor specifically disclaims any unilateral self-help remedies.

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 - Mandatory Federal Contract Provisions

Attachment C – Certificate of Interested Parties (Form 1295)

Attachment D – Veteran-Owned Small Business (VOSBPP) Tracking Form

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

Invoicing and Payment.

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 effort attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Termination by City may be affected 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 arising out of and resulting from VENDOR'S negligent in the performance of on-site 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. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

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

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

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

Records Retention.

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

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

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

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 RFO 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 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 §2271.002 provides 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, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent Vendor as a result of this contract.

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

Entire Agreement. This contract, including City's final electronically posted online version, together with its authorizing ordinance, and its price schedule(s), attachments, addendums, 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.**

By submitting an offer, Offeror represents that:

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

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

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

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

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

Offeror Information

Please Print or Type

Vendor ID No.	1035644
Signer's Name	Steve Roesner
Name of Business	Vogel Traffic Services, Inc. dba EZ Liner
Street Address	1920 Albany Place S.E.
City, State, Zip Code	Orange City, IA 51041
Email Address	sales@ezliner.com
Telephone No.	712-539-9278
Fax No.	712-737-4148
City's Solicitation No.	6100013888



Signature of Person Authorized to Sign Offer

President

008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

009 - ATTACHMENTS

ATTACHMENT A

PRICE SCHEDULE

Paint Truck; Model TS-AL320

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Price Per Each</u>	<u>Extended Price</u>
1	Cab/Chassis; Peterbilt Model# 220	1	\$ 77,100.00	\$ 77,100.00
Total for Cab/Chassis				\$ 77,100.00
2	Base Unit; EZ Liner Model TS-AL500	1	\$ 235,870.00	\$ 235,870.00
<u>Additional Options added:</u>				
Boss 210DUS w/JD Tier 4 ILO Base				
Additional Paint and Bead Line with Graco Guns				
Tandem plumbed high-press paint pumps, per pair				
25 Gallon Poly Flush Tank				
Skip-Line, Remote Trigger for SC-12, each				
Whelen F4X2AAAA 55" Light Bar				
Deduct for 3' x 6' Arrowbar				
Total Cost for Additional Options				\$ 23,960.00
Sourcewell 3% Discount				\$ 7,794.90
Subtotal for Base Unit and Additional Options				\$ 252,035.10
<u>Sourced Goods</u>				
*Modification to include cutting off rear frame rail chassis				
*Treadplate steel platform ILO smooth steel with grip tape surfaces				
*Paint storage platform to accommodate 1 265-Gallon (yellow or white)				
and 1 55-gallon drum (black), 320-gallon total capacity ILO 500 gallon				
tote draw				
*(2) Additional fold-up style ladders for rear platform access				
*Deduct for removal of right-side gun carriage				
*Airport-style wide carriage with 2 tire/casters and electric spacing adjustment				
*Black paint airless system to include 13 GPM paint pump				
*All-ball valve labels protected with clear heat shrink				
*Hannay Reels 25' hose reel with handheld water dispenser				
*Carriage mounted bead distribution manifold, 3/4" ID hoses ILO 1" to gun inlets				
*Hannay Reels 25' hose reel with handheld air blow gun				
*(6) Hella 1000 lumen each LED work lights				
*Weldex model#WDRV-7057C color backup camera				
*Dakota Mico AgCam 16mm color camera for guidance				
*12" touch screen monitor with crosshair video overlay				
*Deduction for removal of pre-construction and PDI meetings				
*Deduction for removal of 3 rd day of training				
Total Cost for Sourced Goods				\$ 37,455.00
Delivery				\$ 4,118.00
TOTAL PURCHASE COST				\$ 370,708.10

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

ATTACHMENT B

MANDATORY FEDERAL CONTRACT PROVISIONS

I. Title VI Notice

The City of San Antonio in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

II. General Civil Rights Provisions

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

III. Title VI Clauses Compliance With Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition,

the contractor may request the United States to enter into the litigation to protect the interests of the United States.

IV. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

V. Federal Fair Labor Standards Act

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Occupational Safety and Health Act of 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

VI. DRUG-FREE WORKPLACE

- (a) Definitions. As used in this clause—
- “Controlled substance” means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act ([21 U.S.C. 812](#)) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.
- “Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
- “Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.
- “Drug-free workplace” means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
- “Employee” means an employee of a Contractor directly engaged in the performance of work under a Government contract. “Directly engaged” is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.
- “Individual” means an offeror/contractor that has no more than one employee including the offeror/contractor.
- (b) The Contractor, if other than an individual, shall—within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration—
- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - (2) Establish an ongoing drug-free awareness program to inform such employees about—
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor’s policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b) (1) of this clause;
 - (4) Notify such employees in writing in the statement required by paragraph (b) (1) of this clause that, as a condition of continued employment on this contract, the employee will—
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee’s conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
 - (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
 - (6) Within 30 days after receiving notice under subdivision (b) (4) (ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - (7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b) (1) through (b) (6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor’s failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR [23.506](#), render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

ATTACHMENT C

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

Attached as separate document.

ATTACHMENT D

VETERAN-OWNED SMALL BUSINESS PROGRAM TRACKING FORM

Attached as separate document.

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

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

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

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

Definitions.

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

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

The program uses the below definition of joint venture.

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

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

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

INSTRUCTIONS

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

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

SOLICITATION NAME/NUMBER: Paint Truck for San Antonio Airport System/RFO No. 6100013888

Name of Respondent:	Vogel Traffic Services, Inc. dba EZ Liner	
Physical Address:	1920 Albany Place S.E.	
City, State, Zip Code:	Orange City, IA 51041	
Phone Number:	712-539-9278	
Email Address:	sales@ezliner.com	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

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

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

ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

BIDDER/RESPONDENT'S FULL NAME:

Steve Roenser

(Print Name) Authorized Representative of Bidder/Respondent



(Signature) Authorized Representative of Bidder/Respondent

President

Title

April 23, 2021

Date

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