



CITY OF SAN ANTONIO
Finance Department, Purchasing Division

REQUEST FOR OFFER (“RFO”) NO.: 6100017710

BATTLE MOTORS AUTOMATED SIDE LOAD TRUCKS

Date Issued: JANUARY 31, 2024

RESPONSES MUST BE RECEIVED **NO LATER THAN:**
10:00 AM, CENTRAL TIME, FEBRUARY 23, 2024

Responses may be submitted by any of the following means:
Electronic submission through the Portal

Offer submissions will only be accepted electronically through the Vendor Portal

Offer Due Date: **10:00 A.M. CENTRAL TIME, FEBRUARY 23, 2024**

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: None DBE / ACDBE Requirements: None

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

Pre-Submittal Conference: *YES

***A Pre-Bid Conference is scheduled, for February 6, 2024, at 10:00 a.m. Central Time.** The Pre-Bid Conference will be held via WebEx meeting. Prospective Respondents may join the WebEx using the following instructions:

WebEx Call-in: 1-415-655-0001

Meeting Number (Access Code): 2630 725 5642

Meeting Password: # COSA

WebEx Link: <https://sanantonio.webex.com/sanantonio/j.php?MTID=m0d5e95cd031d49bee94157715565e135>

Staff Contact Person:

Jody De La Rosa

Procurement Specialist II

Email: jody.delarosa@sanantonio.gov

Phone Number: 210-207-0543

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

Submission of Offer's. ***Offer(s) maybe submitted through the Portal or by E-mail**

Submission of Electronic Offer's. 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.

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

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

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

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

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

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

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

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

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

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

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

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

Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

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

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

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

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

Pre-Submittal Conference.

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

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

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

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

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

Changes to RFO.

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

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

Preparation of Offers.

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

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

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

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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

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

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

Rejection of Offers.

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

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

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

The offer is conditional; or

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

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

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

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

Evaluation and Award of Contract.

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

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

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

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

Prompt Payment Discount.

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

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

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

Prohibited Financial Interest.

The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in the Code of Ethics, from having a direct or indirect financial interest in any contract with City. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

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

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

State of Texas Conflict of Interest:

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

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

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

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

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

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

When completed, the CIQ Form and the CIQ-A Form should be submitted together by mail to the Office of the City Clerk. Please mail to:

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

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

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.1 SCOPE: The City of San Antonio is soliciting a Request for Offer (RFO) to obtain 16 Turnkey Refuse Collection Trucks with High Compaction Automated Side Load Body for the Solid Waste Management Department:

Item	Description	Quantity
1	Battle Motors LET2-46 Cab & Chassis with a minimum 28 Cubic Yard HEIL Durapack Python Automated Side Loader Refuse Collection Body	16

NO ALTERNATIVES WILL BE CONSIDERED for the sanitation truck chassis or collection refuse body.

4.2 City of San Antonio reserves the right to increase or decrease quantity of vehicles being purchased up to the manufacturer’s production “cut-off” date for the particular item, depending on availability of funds. Prices may not be increased during this period; however, the City shall benefit from any price decrease. Additional units may be purchased on an “as needed” basis. Successful vendor is required to notify the City of all production “cut-off” dates necessary for order submission. Vehicles shall be year model **2024** or newer. **Unless otherwise approved by the City, VEHICLES DELIVERED DURING A CALENDAR YEAR SHALL BE THE MODEL YEAR VEHICLES FOR THAT CALENDAR YEAR OR NEWER. UNDER NO CIRCUMSTANCES SHALL VENDOR DELIVER MODEL YEAR VEHICLES FOR THE PRECEDING CALENDAR YEAR.**

4.3 GENERAL REQUIREMENTS:

4.3.1 The following general conditions will apply to all items within this bid unless specifically excluded within any item. Equipment shall be manufacturer’s latest design, standard production model and shall have been manufactured within the last 12 months. All components shall be installed new, unused, and shall be manufacturer’s standard equipment unless otherwise specified or replaced herein. Equipment must be inspected, serviced, and adjusted in accordance with manufacturer’s recommended pre-delivery checklist, and ready for operation upon delivery. Manufacturer’s Statement of Origin (MSO) showing manufacture within the last 12 calendar months and completed pre-delivery checklists for chassis and body will be required at delivery. Equipment offered under the below listed specifications will be considered unacceptable if, for any reason, the equipment’s, or major component’s, long term availability on the U.S. market, or in the local area, is in doubt. Vendor is required to notify the City of all production “cut-off” dates necessary for order submission.

4.3.2 Warranty and Parts – Vendor shall provide the maximum standard dealer’s and manufacturer’s warranty on all components parts and service included. All components, parts, and service must include, as a minimum, a 1-year unlimited mileage/hour 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 or entering such information in the remarks section of this bid. Warranty, reliability, and replacement captive parts costs and availability shall be a consideration in award of this bid. Warranty parts and service shall be available within a 50-mile radius of San Antonio City Hall and by a factory-authorized dealer as identified on the Price Schedule page (NO EXCEPTIONS). All warranty repairs shall 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.

4.3.3 Delivery - All deliveries are to be made inside the City limits of San Antonio. Vendor shall deliver equipment to the following address:

City of San Antonio,
Southeast Service Center,
1318 SE Loop 410, Building 6, Gate 5
San Antonio, TX 78220
Attn: Acquisitions

Delivery to a non-specified location will result in non-acceptance of the equipment by the City. All deliveries shall be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS. Vehicles will be accepted 8:00 A.M. to 3:00 P.M. CT. **Vehicles with more than 3500 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.

- 4.3.4 DOCUMENTS AND EQUIPMENT MANUALS** – The supplier shall furnish (4) complete sets per vehicle type, of the following: Parts Manual, Maintenance Manual, Service Manual, and Operators Manual or on-line access per model of all equipment, accessories, and components. All bids shall include complete manufacturer’s specifications for each model being offered.
- 4.3.5** The Manufacturer’s Statement of Origin (MSO), Dealer Temporary license plates/tags, proper Invoice, Texas State Inspection Certificate, signed 130U form and State Weight Certificate/slip (for trucks over one ton) are required upon delivery of each vehicle. Any of these missing items will deem the vehicle delivered *Not as Specified* and will not be processed or accepted vehicle all required paperwork is completed and provided to Fleet Acquisitions.
- 4.3.6** All bodies and components in this bid will be installed in accordance with the appropriate complete Vehicle Data Manual. Certification of compliance will be posted on the left door post of the vehicle. Except for manufacturer’s data plates (maximum 4” x 6”), vendor’s or manufacturer’s identifying markings (decals and plates) will not be applied to the vehicle or mounted components. Installation will be completed in compliance with Federal Motor Vehicle Department of Transportation Standards and Texas State Highway requirements. Installation of body and accessories on City furnished vehicles will be accomplished by drilling holes in the frame. Welding on or cutting of frame is **not** authorized forward of the rear spring hanger or support. Bidders will be responsible for the relocation of any truck components to facilitate installation of the body and equipment. Such relocation shall be included as part of the basic bid. No dealership nameplates, markings or decals will be permitted on the vehicles.
- 4.3.7** Upon contract award, vendor shall provide written acknowledgement of order placement. A copy of the finalized build sheet with a Solid Waste Management representative signature confirming equipment build out shall be provided to the City prior to equipment delivery. The delivery date for the completed unit shall be communicated when the build sheet is finalized. Electrical wiring schematics that include lighting and air conditioning systems for body shall be provided at time of delivery. Electrical wiring schematics and finalized build sheet shall be provided in paper, or in Adobe PDF format.
- 4.3.8 VEHICLE INSPECTION:** The vendor shall have each vehicle properly inspected in compliance with Texas motor vehicle laws. A Texas Vehicle Inspection Report shall be provided to City for each truck being purchased.
- 4.3.9 PRIOR TO DELIVERY:** City of San Antonio shall be notified and allowed a final Inspection of the first unit of each configuration prior to delivery. If such final inspection occurs outside of the City of San Antonio, accommodations including airfare and lodging will be provided by the vendor at no cost to the City of San Antonio for up to four (4) City employees. The final inspection will occur at the body installer’s facility.
- 4.3.10 CHECK-IN INSPECTION:** The City shall check the vehicle upon delivery to ensure compliance with these specifications and any other specific requirements. The vendor shall deliver with the vehicle the manufacturer’s invoice, and Manufacturer’s Statement of Origin (MSO), or any official documentation to verify the fact that ordered options, GVWR rating, and other requirements have been met.
- 4.3.11** Failure to provide required documentation as listed may cause the delay of payment. Acceptance will not be made, nor payment initiated on vehicles failing to meet specifications (unless they are brought into full compliance), and all necessary documents (i.e., MSO, odometer statement, etc.) are received by the City.
- 4.3.12** Vendor shall remove noncompliant vehicle(s) from City premises within 5 working days after receiving written notification from Fleet Acquisition staff. If vehicle is not removed by vendor within the specified time frame, the City may arrange for vehicle to be removed and secured by a local towing and storage facility. Vendor will be responsible for payment of all related towing and storage charges. The City will not be responsible or liable for damage or loss of noncompliant vehicles which remain on City premises, or which are removed by towing company, 5 working days after vendor notification.
- 4.3.13** As used in this bid the left and right side is determined by sitting in the operator seat.

- 4.3.14 CONVENIENCE FEATURES:** Vehicle shall be equipped with air ride adjustable driver and a fixed passenger seat, intermittent wipers, when applicable. All vehicles must be equipped at the factory with air conditioning/Heater/defroster (maximum capacity cooling system offered by manufacturer), full headliner minimum OEM AM/FM radio, power steering, power ABS brakes, power windows, power mirrors and manual tilt steering wheel. Each unit shall have a minimum three sets of keys. All vehicles shall be keyed alike.
- 4.3.15** Any diesel engine being bid shall conform to latest NOx EPA and GHG emission standard in effect at the time of offer. Vendor shall supply a copy of the latest Emissions Certificate of Conformity for the vehicles bid. Only engines using selective catalytic reduction (SCR) technology will be accepted.
- 4.3.16 BASIC MAINTENANCE TRAINING:** The vendor shall hold a training seminar at a City of San Antonio facility at a time that will be agreed to by both the City and Vendor within 30 days of delivery. The training seminar shall provide maintenance staff with the basic knowledge and skills to maintain the chassis.
- 4.3.17** All bids shall include complete manufacturer's specifications for each model being bid.
- 4.3.18 SILENCE OR ERROR OF SPECIFICATIONS:** The apparent omission or error of specification as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practice is to prevail and only the material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the awarded respondent.

4.4

ITEM	QUANTITY	DESCRIPTION
1	16	Battle Motors LET2-46 Cab & Chassis with a minimum 28 Cubic Yard HEIL Durapack Python Automated Side Loader Refuse Collection Body

- 4.4.1** The below listed specifications are intended to describe a low entry, cab forward, hydraulic electric pump tilt type cab and chassis, Battle Motors LET2-46 Cab & Chassis. Each vehicle shall be constructed in the U.S. utilizing best industry practices, integrated structural design that provides an O.E.M. appearance and meets the following minimum standards:
- 4.4.2 ENGINE:** Engine must be a Cummins X12; 380R 1,450 lbs./ft. torque. Unit shall be equipped with an automatic shut down after 5 minutes (enabled). Top speed of unit shall be governed at 70 MPH. Unit shall be restricted to a max speed of 3 miles per hour while the arm is extended. Air Cleaner must be 13" Steel Intake.
- 4.4.3 CAB:** All doors must be keyed alike with 4 keys per truck. Unit must be LET2 with RH drive, dual door stops, tinted safety glass thru-out. Doors must be equipped with mounted arm rests, power windows, and full insulation. Cab and Door shall be equipped with mounted entry grab handles, and an ergonomic center console. Driver seat must be Atlas II LE with cushion ventilation system+ Air Ride with high- back air lumbar support with. Passenger seat must be Sears C2fixed seat. Material must be Auto Tuff interior or equivalent upholstery. (Modura shall also be accepted.) Seatbelt color must be bright orange (NO EXCEPTIONS). Interior color must be gray. Unit to come equipped with an adjustable steering column, Tilt/Telescope. Driver side flooring must be diamond plate covering on floor. A Dual roof/in cab evaporator combo fresh air heater/air conditioner with GFG hoses and radiator mounted condenser, bi-level heater/ defroster controls, 54,500 BTU/HR: silicone heater hoses. Black motorized and heated mirrors with blind spot indicator; one (1) mirror must be mounted on right side door and one (1) mirror must be mounted on front of cab left side. Unit to have (1) Twin Air Horn under cab equipped with (2) electric City horns. Electric Windshield Wipers with intermittent feature and rain gutters over driver and passenger doors. Headlights must be LED type. Unit must be equipped with a triangle kit. Cab tilt mechanism must be hydraulic electric pump with assist with exterior Sun Visor over windshield. PTO switch in dash. Air cleaner restriction indicator gauge must be located in dash as well. A wire rope, minimum 7/8"-inch diameter loop shall be provided and fastened to the center tow hook to tow equipment. All Cab windows will have aftermarket tint to meet legal specifications, driver and passenger windows shall be between 25%-ceramic; rear windows shall be at 5% ceramic. Install Aftermarket B-Cool 12volt rooftop Auxiliary AC Unit part number # 9000RM12V or latest model or approved equal. Add 2 cab fans to left center dashboard and on rear center console part #562.MF612 Automann brand or latest model or approved equal. Install Lizard Skin Ceramic Spray Insulation under the cab and in the back of cab. Shall have Orange County Thermal Industries blanket mounted under the cab and between the engine (see photo below).



Picture is for illustrative purposes only.

- 4.4.4 CHASSIS:** Base model Battle Motors LET2-46 6X4 truck with RH drive position. Wheelbase must be 224" inches, Wheelbase, to meet body manufactures specifications for cab to trunnion. Frame Rails, to have a RBM of a minimum 3,369,600 in lbs. (2) solid mount cable hooks; Bendix DV-2 automatic drain, Air Dryer Wabco 1800P with heater, air tank valve guards, steel painted air tanks and nylon chassis Hose. Air tank release valves must be mounted in a common air manifold adjacent to battery cut-off switch. A steel space saver battery box LH bottom of cab must be equipped with a rubber battery pad in bottom of battery box; mount space saver battery box, top of 2in below top of frame; steel bumper swept back, painted. Quick connect coupling must be located in a protected area near the front bumper but not attached to the front bumper (Milton 747 or proven equal) for operating brakes during tow. Chassis manufacturer shall install online all body frame mounting brackets and body harnesses on the chassis as well as cab interior controls for the r the respective body company.
- 4.4.5 TRANSMISSION/ DRIVE:** Allison 4500 Series, 6 Speed; Vocation, RDS –R 5th Generation push button controls to include a direct mount oil cooler, external oil cooler, internal filter, and oil level sensor. Unit to have the largest capacity oil pan that will fit this application and filled with synthetic transmission fluid. Transmission Shift Schedule must be primary performance then secondary then economy to provide optimal performance. Generation 5 Allison output retarder for RDS Transmission w/ Prognostics must be equipped with a PTO Transmission Mounted Audible Alarm. Unit must be equipped with a Spicer 1810HD half round Driveshaft w/ Transmission Retarder. PTO- FEPTO Provision (in Bumper Extension: Includes 1350 Series Front Drive PTO Attachment Provision, Radiator with PTO Cut-Out in Grille, Radiator Protection Sleeve, and Bumper Extension. Transmission cooler shall be oil to water type. The transmission mounted driveshaft and Spicer 1810HD half round transmission all must be under the Allison 5 Year Edge Warranty with Transmission Retarder.
- 4.4.6 FRONT AXLE:** Front axle must be Spicer D2000F, 20,000 lbs. steer axle position. Zerk fittings on tie rod ends, kingpins, and draglink ball joints. Parabolic taper- leaf springs, shocks front drum brakes 16.5x7 for use with 20,000lbs steer axles.
- 4.4.7 REAR AXLE:** Rear Drive Axle- Tandem, shall be Hendrickson Haulmaax HMX460 EX 46,000lb suspension 54in Axle spacing, with four-wheel differential locks and rear differential lube pumps. Rear brakes must be Meritor Refuse Brakes rear drum brakes 16.5 x 8.62; SBM Valve. Heavy duty brake drums with gusseted cam brackets. A power divider lockout w/warning light and buzzer (includes in cab manual air valve) shall be equipped for safety. The rear axle lubricant shall be 75-90 Synthetic with transverse torque rods and (4) shock absorbers (both axles).
- 4.4.8 BRAKES:** Air lines chassis park brake; Meritor ABS 6S/6M w/ATC brake control system shall be equipped. Brake shoes should contain RSD friction material.
- 4.4.9 FUEL SYSTEM:** Aluminum 80-gallon fuel tank LH frame rail. Top of fuel tank must be 4 in below top of frame; minimum 10-gallon capacity DEF Tank available mounted LH side over fender at back of cab.

- 4.4.10 FRONT TIRES/ WHEELS:** Tire size & load range must be 315/80R 22.5L and wheels must be 10-hole piloted Alcoa aluminum disc type; 22.5" x 9.0. TOYO M153 L/20. Wheels will have high temperature fluorescent orange loose wheel lug nut indicators installed Front and Rear.
- 4.4.11 REAR TIRES/ WHEELS:** Tire size & load range must be 315/80R 22.5L and wheels must be 10-hole piloted Alcoa aluminum disc type; 22.5" x 9.0. TOYO M153 L/20. Wheels will have high temperature fluorescent orange loose wheel lug nut indicators installed.
- 4.4.12 LIGHTING:** Front headlight lamps must be LED lamps. Front turn signal & flasher switch must be self-canceling. All turn signals and marker lamps must be Amber LED. Roof corner markers lamps are wired to the battery shut-off switch. Daytime running lamps, identification & clearance lights, (5) marker and clearance lights, provision for local installation of strobe lights on front of cab/body. Dome lights, (2) w/self-contained switches (one each side) and side marker lamps and reflectors to meet or exceed Federal Regulations. All electrical connections must be waterproof and sprayed w/protective coating. No LED manual cut-off switches in cab.
- 4.4.13 RADIO:** Unit must be equipped with an AM/FM Stereo radio w/WB, USB, and MP3 connections. Unit should be Bluetooth enabled. Unit shall be equipped with an auto shut-off radio entertainment system when vehicle is engaged in reverse.
- 4.4.14 COLOR:** Cab & Chassis of unit and Sanitation body must be Axalta Dark Gray Imron Elite Productive Basecoat Clearcoat 3.5 VOC. **(See 4.4.16.13 for Paint specifications)**
- 4.4.15 BODY WRAP:** Both sides of refuse body will be wrapped with the City of San Antonio Solid Waste Management Department quatrefoil. Size and dimension of graphic will be coordinated with the Solid Waste Management Department prior to delivery in order to identify exact location on body for quatrefoil wrap. **(See 4.4.16.13 for Paint specifications)**
- 4.4.16 HEIL DURAPACK 28 Cubic Yard REFUSE COLLECTION BODY- HIGH COMPACTION-ASL SPECIFICATION:**
- 4.4.16.1 CAPACITY:** The packer body to have a capacity, excluding the receiving hopper, of not less than 28-cubic yards. Body will have a 150,000-psi body liner, a 3/16" 150,000-psi hopper floor liner, and manufacturer's severe duty packer wear kit.
- 4.4.16.2 HOPPER:** Minimum capacity of 5-cubic yards. The structural integrity of the body shall allow high density loading of up to 1,000-pounds per cubic yards of normal refuse. Maximum body, loader, and tailgate weight exclusive of special options shall not exceed 18,400-pounds. Hopper hood will be provided to prevent debris from blowing out.
- 4.4.16.3 COMPACTION:** Minimum of 900-lbs. per cubic yard as determined by the City of San Antonio. The hopper cover shall be operated on the right side of the body and at ground level. The packing capability of each body purchased will be re-evaluated at periodic intervals during the 12-month warranty period after the unit goes into service. Should the City determine that a body does not meet the minimum compaction requirements during any of these tests, the vendor will be advised and be required to take action to repair the body in question so that it will meet the minimum compaction requirements. Once the repair is accomplished to the satisfaction of the City, the warranty on the body will then be extended for a 12-month period from the date of re-acceptance by the City. The contractor will have the right to inspect compaction units during normal City working hours to assure that proper factory recommended service and maintenance is being performed. Abuse and damage not attributable to faulty design, materials or workmanship will exempt warranty expectations and shall be documented by the vendor. A damage statement will be provided to the service center management within 48 hours of inspection.
- 4.4.16.4 BODY CONSTRUCTION:** No hydraulic cylinders, valves, or other hydraulic components will come in contact with refuse packed into the body. Follower Arm Extension to follow packer extension/retract movement to reduce gap on both sides of packer. All body hinges, cylinder rod ends, cylinder base trunnions, and high cycle pivot points shall be equipped with accessible grease fittings. Street Side lube manifold for packer cylinders inside body, must be accessible from body side door without entry to refuse body. An in-cab mounted light and audible alarm must be provided to indicate that the tailgate is not fully closed and locked.

4.4.16.5 LIFTING MECHANISM: The lift base shall support the lift arm, the dump arm, the level pivot, the level link, the pivot link, and the reach link. The lift base to rest atop the chassis frame rails for vertical distribution of loads induced into the chassis frame rails. Lift mechanisms mounted alongside the chassis frame rails will not be accepted. The lift base shall consist of a .75" x 16" x 61", 50,000 PSI minimum yield, surface plate for chassis frame mounting and shall be reinforced by four (4) vertical ribs for rigidity and arm pivot placement. The ribs shall utilize .75" x 6.5", 50,000 PSI minimum yield steel. The front-to-rear mounting length shall not exceed 18". Stops will be welded to the vehicle frame to prevent arm assembly from shifting. Arm Stopper shall be 1/2" square rod or larger. The front-to-rear mounting length shall not exceed 18-inches. Tri Cuff style grabber by Heil.

4.4.16.6 LIFTING MECHANISM INTERLOCK: Interlock shall be in-place to eliminate the grabbers from opening when in the dump position. The lifting mechanism shall be capable of lifting containers ranging from 30-110 gallons at level, or 12-inches above level container placement, and must be capable of extending, grabbing, raising, dumping, and returning a container from any position without the need to retract the lift arm and perform the following lift cycle functions in a maximum 12 seconds at engine idle as follows:

4.4.16.6.1 Reach to container

4.4.16.6.2 Grab the container

4.4.16.6.3 Lift the container to the full dump position.

4.4.16.6.4 Lower the container to the full down position.

4.4.16.6.5 Release the grabbers from the container.

4.4.16.6.6 Retract to body

4.4.16.6.7 The unit will have an audible alarm and flashing light should be on right side pillar which is located by windshield and right door to indicate the lifting arm is out when the vehicle is in motion.

4.4.16.6.8 Interlock shall be placed to limit travel speed of vehicle to 3 mph when arm is not in stowed position. Speed shall only be governed when the arm is out, not when the tailgate is open.

4.4.16.7 HYDRAULICS: The lifting capacity must be a minimum of 750-pounds at the 9-foot full reach extension to minimize high overturning loads on the truck chassis. The lifting capacity shall progressively increase as the reach decreases to achieve a minimum of 800-pound lift at 2-foot reach.

4.4.16.8 HYDRAULIC PUMP: Operate-in-gear-at-idle (OIGAI) Front Mount Tandem Vane Pump The hydraulic pump must be a conventional "on-command" tandem vane design to operate-in-gear, at-idle. The lift hydraulics shall operate at a working pressure of minimum 2,300-PSI. The body hydraulics to operate at a working pressure of minimum 2,500-PSI. All hydraulic tubes will be securely clamped to prevent vibration, abrasion, and excessive noise. All hydraulic hoses shall conform to SAE standards for designed pressure. Bending radius not to exceed one half that of the S.A.E. standards. This requirement will prevent flat spots in the hoses. The hydraulic oil reservoir to have a minimum 50-gallon gross capacity and a net capacity of 45-gallons minimum. The tank shall be complete with a screened fill pipe and cap, filter breather, clean out cover, oil level sight and temperature gauge. The hydraulic system shall be protected with a minimum 6-micron in-tank return line filter along with a minimum 100-mesh (140-micron) reusable oil strainer in the suction line. A magnet must be used to eliminate contamination and will be accessible for cleaning. A low oil level pump shut off kit shall be installed in the hydraulic tank to prevent complete evacuation of fluid in the hydraulic tank. One quarter turn ball valves shall be installed on suction and outlet lines and to isolate the reservoir and filter assembly for service and maintenance. The return line filter to also include an in-cab filter by-pass monitor, which will alert the operator or service personnel when the filter is in need of replacement. A hydraulic pump shut down system shall also be installed which will prohibit prolonged operation of the hydraulics when the filter is in the by-pass mode. Quick disconnect fittings must be installed so that a pressure gauge can be easily connected without the use of tools or the need to remove hydraulic fittings. A low fluid level switch shall be installed in hydraulic tank, so that in the event the tank starts to leak the switch will activate an electronic valve on supply line to shut off supply to the pump. Hydraulic system should include hydraulic cooler with an electric fan.

4.4.16.9 LUBRICATION: All lubrication must be performed from a ground level position without the use of ladder or platform. All lube points must be accessible without movement of arm, body, or tailgate for position. Bodies requiring technicians to go inside or under body for lubrication are unacceptable. NO EXCEPTIONS

4.4.16.10 CONTROLS: Joystick, air over electronic; Lift controls must be located in the cab and convenient to the operator; Joystick shall operate the lift arm functions in a controlled "smooth shift" fashion without use of hydraulic cushioned cylinders. All hydraulic valves shall be pneumatically activated. The lift controls shall be controlled by either pneumatic valves or electric over pneumatic solenoids. The body controls utilize electronic push buttons to activate electric over pneumatic solenoids and shall be located in the cab convenient to the operator. All valve components must be easily serviceable without changing entire valve body. Valves must be of the sectional design rather than mono-block for serviceability. The joystick shall be properly labeled and indicate the direction of travel as follows: Reach (extend-retract) (in-out), Grab (grip release), Lift arm (up-down) (lift-lower). The lift controls shall be self-centering type, returning to the neutral position when released. Operating the lift controls while packing shall reverse and return the packer to the start position. The packer push button controls must be electrical over hydraulic and located in the cab convenient to the operator. Separate push buttons shall be provided for "Pack" and "Retract" to provide complete packer panel movement control in either direction. Pushing the "Pack" button shall automatically extend and retract the packer panel for a complete cycle. Tailgate raise and tailgate lock controls must be air over hydraulic. Toggle switches must be used to control each function individually. The dumping system provided shall be full eject. The load shall be dumped via cab mounted, electrical controls which raise the tailgate and packer body. The tailgate shall be unlatched and opened/closed hydraulically. The controls shall be located in the cab to allow the operator to remain in the cab and seated during the unloading procedure. Tailgate lock and lifting controls shall be isolated from all other controls and shall be designed to eliminate the possibility of accidental operation. Manually operated latching or restraining devices are not acceptable. Remote switch for arm activation will be installed inside of cab on near the right-side door. A mobile controller with control center and display shall be provided in the cab to monitor system functions and operation of the truck. This controller shall be able to withstand the vibration, moisture, dirt ingress and climate variations that are present in the cab of the vehicle. The controller shall use solid-state technology with no mechanical relays or switches inside the controller. This controller shall use IEC 61131-3 software and will have SAE J1939 built into the controller for communication to the vehicle powertrain. The mobile controller shall be installed inside the truck cab and shall display self-diagnosing error codes in readable text format which identify the potential trouble source. Both audio and text alerts shall be made available to aid in locating trouble source. A non-resetting counting device will be furnished to track grabber arm cycling. Counter will be securely mounted in cab and advance one number each time the arm is lowered, and grabber is opened. Suitable padding should be installed on arm rest for joystick controls.

4.4.16.11 ELECTRICAL: The body functions in-cab control center shall be provided for system functions. Return line indicator in cab. All body controls shall be electronic and in easy reach of the operator. Large control box shall be free of obstructing driver view. For ease of service, the lift arm and body function electrical must be independent from all lighting electrical. Separate harnesses for both circuits required. Protected wiring on all applications. All electrical components including wiring shall be free of paint and overspray for ease of maintenance. **Supplied battery box shall be non-conductive or lined to prevent electrical fires.**

4.4.16.12 LIGHTING: All lighting to comply with Federal and local lighting requirements. All lighting must be in shock mounted rubber grommets. All lights must be Peterson LED including Strobe and Work lights or proven equivalent. All lighting and reflectors shall be provided in accordance with FMVSS #108 and ANSI 245.1-1999, plus mid body turn signals on each side of the body and a high center brake light on the rear. Four (4) each, minimum 4-inch diameter, minimum 10-diode, LED, combination tail/stop lamps must be installed. Two (2) on the left- and right-hand side of the upper portion of the tailgate and two (2) on the left side and on the right side below the tailgate. Four (4) turn signals will be separate 4-inch Red LED lamps and placed next to each stop/taillight. A lighted license plate bracket must be installed centered left to right on the bottom third of the tailgate. A minimum of 2 (two), high output, white backup lights must be installed. Strobes will be set to "three flash, pause" pattern. There will be no switch inside the cab that will turn off strobe lights. Two (2) amber strobe lights must be located on the front top of body must be wired to the battery disconnect switch. Two (2) amber strobe lights must be located at the rear of the body, at approximately center of tailgate and as close to center rear mounted working white lights as

possible. Rear strobe lights will only flash when the brake pedal is engaged. Clearance, marker, stop, back up, and directional lights must be LED with Lexan lens, shock mounted in a protective housing, the entire unit must be replaceable pop out style. All lighting must be wired to standard chassis controls for the type lighting being installed. Two (2) wide-angle halogen or LED work/spotlights shall be attached to the body in such a manner to provide light at night during the container lift and dump cycle, work lights must be mounted on right side of body. One (1) wide-angle spotlight illuminating hopper. Controls for spotlights must be mounted in the cab. Reflectors provided shall be rivet secured type; adhesive styles are unacceptable. Reflective conspicuity tape shall be applied along both sides and across the back of each packer body. Two (2) LED white work lights mounted in the middle of the tailgate surrounding reverse camera must be activated when transmission is shifted into reverse. Center red third brake light at bottom of tailgate must be a LED light that flashes various random and alternating lights when brake is applied.

If Possible: Left signal shall turn on for 3 seconds when the arm and grabber are returned to the stow position, Amber lights turn off but left signal comes on. If not possible COSA representative must be contacted for approval of alternatives for strobe lights.

4.4.16.13 PAINTING: A high luster finish coat shall be applied using acrylic urethane or proven equal. An ample amount must be applied to achieve a minimum dry thickness of two and one-half (2 1/2) mil and will result in a finish of (3) 1mil minimum thickness and up to 4-mil maximum finish. Body color will be Axalta Dark Gray Imron Elite Productive 3.5 VOC. Lifting mechanism must be painted Pantone® Maroon # 8B0E04, C0 / M97 / Y100 / K50.

4.4.16.14 Rear tailgate shall have City of San Antonio Solid Waste Management Department Logo centered in top center of tailgate and a safety chevron pattern (pictured below) on the bottom of tailgate stating, "Caution Vehicle Stops Frequently." Included in shamrock shall be decal that truck makes wide right turns, warning vehicles to not pass on right. Vehicle pictured on chevron shall be a refuse truck not a tractor trailer (not pictured).



Picture is for illustrative purposes only.

4.4.16.15 ACCESSORIES:

4.4.16.15.1 A lockable, watertight, toolbox, approx. 18" x 18" x 20" must be securely mounted to rear bumper of the refuse body. Placement must be approved prior to completion of first unit.

4.4.16.15.2 A 10 lb. Fire extinguisher must be installed on body, curbside, and front of body mounted horizontally. (Picture Below) Fire extinguisher should be charged and inspected and placed in protective sleeve, with inspection tag visible and protected as well.



Picture is for illustrative purposes only.

4.4.16.15.3 Two monitors with color video system, with automatic switcher must be installed to enable proper and safe operation of the truck. Monitors shall be installed to not create blind spots for drivers. One monitor show left and right cameras in split view or allow driver to choose one (1) camera view. Second monitor to show arm and hopper cameras but change to rear view camera when transmission is shifted to reverse. (Picture Below). **Display screen and cameras shall be programmed to change the display screen in unison with the left and right turn signal when activated.** Cameras shall be used in conjunction with the monthly recording system provided by SAMSARA that is already under contract with the City of San Antonio.



Picture is for illustrative purposes only.

4.4.16.15.4 Cameras and connectors shall be sealed and waterproof. Flat screen, minimum 8.4 inch monitor to have extended visor and swivel base and be reachable and viewable from either driver position. Automatic switcher with remote switch shall be capable of switching between cameras based on operation controls, transmission setting, or operator's preference. Monitor to have split screen capabilities and provisions to add another camera without modification. Cameras to have built in infra-red night vision, wide angle 170 degree field of view, and sunshade device. Total of five(5) cameras mounted. One (1) camera must be mounted high on the tailgate to assist in backing up, one (1) camera must be installed to providing a view of the hopper operation, to provide view when arm is in the lift and dump positions, two (2) cameras mounted under mirrors on right and left sides of cab, and one (1) camera mounted on curb side near arm to show operation of arm and cart pick up. Mounting position and orientation of the cameras must provide full 360-degree view of the vehicle. **A video recording system is not required. City shall install its 3rd party Video Event Recorder and Tracking System after delivery. This 3rd party recording system will be installed on the upper center part of the windshield, all cameras shall have wires running into the cab with enough extra cable to tie into the recording system.** Camera location must be atop of pillars.

4.4.16.15.5 A back up detection system must be installed - Rear object detection system, beeps faster the closer you get to an object while reversing; it will be tied into the camera system specified.

4.4.16.15.6 Back up detection system shall include automatic braking system to apply brakes when vehicle is within a specified distance of an object. Override button shall be installed close to monitor that displays reverse angle. Driver should not have to lean or turn to push button. Placement shall be approved by COSA SWMD representative prior to installation.

4.4.16.15.7 A set of Heavy Duty Wheel chocks shall be included and secured on the right side of the body.

4.4.16.15.8 A spring loaded ANSI compliant ladder, located street side on hopper. Ladder shall be equipped with locking pin to dock ladder when not in use.

4.4.16.15.9 Covering over proximity switches must be locked and keyed alike.

4.4.17 MISCELLANEOUS: These specifications are for units to replace truck unit numbers 410216, 410416, 410516, 410716, 411016, 411216, 411316, 415717, 422116, 422216, 422316, 422416, 422516, 422716, 422816, and 422916.

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 \$50,000.00. This contract shall terminate upon completion of all work described herein, delivery of all goods ordered, or completion of warranty periods, as applicable.

Warranty.

A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this 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.

Force Majeure.

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

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.

Producer Price Index (PPI) Price Adjustment Clause.

Price Adjustments. The prices shown on the Price Schedule may be increased to offset Contractor's increases in the cost of supplies or freight, or as a result of other documented charges imposed on Contractor by its suppliers, as follows:

Base Period for Price Adjustment. The base selling price is the price shown on the original Price Schedule submitted by Vendor with its original bid. The effective month and year of the base selling price (known as the "base period") shall be the effective date of the month and year in which this contract is awarded.

Version of Data for Price Adjustment. Calculations of price adjustments shall use the latest version of the PPI data published as of the Price Adjustment Date.

PPI Index for Price Adjustment. The U.S. Department of Labor, Bureau of Labor Statistics ("BLS") Producers Price Index ("PPI") for Complete Vehicles on Purchased Chassis (Group Code 14, Item Code 1302) and not seasonally adjusted, shall be used by the Parties to calculate changes in price. If this index is discontinued, the Parties shall use the next, higher level series of this index that is available. If no higher-level series of said index is available, the Parties shall negotiate a successor index. If the BLS changes the title of this index or recodes the index, it is considered the same series and requires no change by the Parties.

Official Source of Data for Price Adjustment. The parties shall use the PPI Detailed Report as the source of data for the index.

Method of Calculation for Price Adjustment. To calculate the price adjustment, the following formula shall be used.

Divide the current index value (the value as of the date stated for the price adjustment) by the index value for the base period. The resulting number is the percentage change in the index value between the current period and the base period (the "percentage change in index value").

Multiply the base price by the percentage change in index value. The sum equals the adjusted price.

Example: (The numbers shown below are for illustration purposes only.)

Current index value at time of calculation	115.5
Divided by index for base period	110.0
Equals	1.050
Base price	\$1,000.00
Multiplied by the percentage change in index value	1.050
Equals adjusted price	\$1,050.00

The same procedure shall be followed for each adjustment authorized herein, using the current index at the time the adjustment is made and the original base period.

Limitation of Price Adjustment. In no event shall the aggregate of all price adjustments authorized herein for any given Line Item exceed 10% of the original base price for that Line Item. If the calculation results in an increased price that would exceed this limitation, the price adjustment shall be limited to a maximum price adjustment of 10% of the original base price.

Written Requests for Price Adjustments. Price adjustments are not automatic. Vendor must submit a written request for a price adjustment to the Finance Department. Requests must be received by the Finance Department at least 60 days' prior to the date the price adjustment is to take effect. If City does not wish to accept the price adjustment, City may terminate the contract for convenience.

Insurance.

Prior to the commencement of the purchase and delivery of units under this Agreement, CONTRACTOR must provide a completed Certificate(s) of Insurance to CITY'S Solid Waste Management Department. The certificate must be:

- clearly labeled with the name of the contract in the Description of Operations block;
- completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance); and
- properly endorsed and have the agent's signature, and phone number.

Certificates may be mailed or sent via email, directly from the insurer's authorized representative. 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 Solid Waste Management Department. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.

If the City does not receive copies of insurance endorsement, then by executing this Agreement, CONTRACTOR certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for this contract.

The City's Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.

CONTRACTOR shall obtain and maintain in full force and effect for the duration of this Agreement, at CONTRACTOR'S sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted 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. If the CONTRACTOR claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

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 Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
*5. Products liability	\$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella Liability Coverage.
*If Applicable	

CONTRACTOR must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of CONTRACTOR and provide a certificate of insurance and endorsement that names CONTRACTOR and CITY as additional insureds. CONTRACTOR shall provide CITY with subcontractor certificates and endorsements before the subcontractor starts work.

If a loss results in litigation, then the CITY is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. CONTRACTOR must comply with such requests within 10 days by submitting the requested insurance documents to the CITY at the following address:

City of San Antonio
Attn: Solid Waste Management Department
P.O. Box 839966
San Antonio, Texas 78283-3966

CONTRACTOR's insurance policies must contain or be endorsed to contain the following provisions:

- Name CITY and 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. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
- Endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY's insurance is not applicable in the event of a claim.
- Contractor shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of CITY; and
- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation, material change in coverage, or non-renewal of coverage, CONTRACTOR shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend CONTRACTOR'S performance should there be a lapse in coverage at any time during this Agreement. 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 CONTRACTOR'S failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order CONTRACTOR to stop work and/or withhold any payment(s) which become due to CONTRACTOR under this Agreement until CONTRACTOR demonstrates compliance with requirements.

Nothing contained in this Agreement shall be construed as limiting the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property resulting from CONTRACTOR'S or its subcontractors' performance of the work covered under this Agreement.

CONTRACTOR'S insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Agreement.

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

CONTRACTOR and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

Incorporation of Attachments.

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

Attachment A – Price Schedule

Attachment B – City of San Antonio Local Preference Program Tracking Form

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

Attachment D – Certificate of Interested Parties (Form 1295)

Attachment E – Working with COSA

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 the City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

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

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

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount.

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

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

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

Termination.

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

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

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

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

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

INDEMNIFICATION.

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

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

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

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

Records Retention.

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

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

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

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

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

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

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

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

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

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

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

As a party to this contract, Vendor understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

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

State Prohibitions on Contracts:

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.

"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.

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.

"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.

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.

Prohibition on Contracts with Companies Boycotting Certain Energy Companies.

Texas Government Code §2274 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 energy companies; and (2) will not boycott energy companies during the term of the contract.

"Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott energy companies and will not boycott energy companies 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.

Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries.

Texas Government Code §2274 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 have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

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

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

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

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

007 - SIGNATURE PAGE

By submitting an offer, 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.: _____

Signer's Name: _____

Name of Business: _____

Street Address: _____

City, State, Zip Code: _____

Email Address: _____

Telephone No.: _____

Fax No.: _____

City's Solicitation No.: 6100017710 Battle Motors Automated Side Load Trucks

Signature of Person Authorized to Sign Offer

008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

Director – the Director of City’s Finance Department, Purchasing Division, or Director’s designee.

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

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

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

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

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

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

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

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

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

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

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

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

009 – ATTACHMENTS

ATTACHMENT A – PRICE SCHEDULE

Local Preference Program (LPP) Ordinance

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

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

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

ITEM	QUANTITY	DESCRIPTION
1	16	Battle Motors LET2-46 Cab & Chassis with a minimum 28 Cubic Yard HEIL Durapack Python Automated Side Loader Refuse Collection Body

PRICE EACH: \$ _____

TOTAL: \$ _____

BATTLE MOTORS YEAR & MODEL of CAB & CHASSIS:

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

TRANSMISSION OFFERED:

ENGINE WARRANTY (Must meet minimum warranty requirements stated herein):

TRANSMISSION WARRANTY (Must meet minimum warranty requirements stated herein):

BATTLE MOTORS CAB & CHASSIS WARRANTY (Must meet minimum warranty requirements stated herein):

BATTLE MOTORS CAB & CHASSIS WARRANTY SERVICE PROVIDER FACILITY NAME:

BATTLE MOTORS CAB & CHASSIS WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

HEIL YEAR & MODEL OF BODY:

HEIL BODY WARRANTY (Must meet minimum warranty requirements stated herein):

HEIL WARRANTY SERVICE PROVIDER FACILITY NAME:

HEIL WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

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

PRODUCTION CUT-OFF DATE FOR YEAR MODEL OFFERED: _____

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

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

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