



CITY OF SAN ANTONIO
FINANCE DEPARTMENT – PURCHASING DIVISION

FORMAL INVITATION FOR BID (“IFB”) NO.: 6100015189

TELEVISIONING SEWER TRUCK AND VAN

Date Issued: APRIL 1, 2022

**BIDS MUST BE RECEIVED NO LATER THAN:
2:00 PM CENTRAL TIME, APRIL 22, 2022**

Bids must be submitted through the Portal

Bid Bond: No Performance Bond: No Payment Bond: No Other: No

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: None DBE / ACDBE Requirements: None

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

Pre-Submittal Conference *The Pre-Submittal will be held on **Wednesday, April 6, 2022 at 10:00 A.M. Central Time** held via WebEx. Participants may join the WebEx meeting using the following instructions:

Join by Phone: (415) 655-0001
Meeting Number: 2451 578 5626
Meeting Password: #

Staff Contact Person: Genaro De Leon, Procurement Specialist II, P.O. Box 839966, San Antonio, TX 78283-3966.
Email: Genaro.DeLeon@sanantonio.gov

002 - TABLE OF CONTENTS

002 - TABLE OF CONTENTS 2
003 - INSTRUCTIONS FOR BIDDERS 3
004 - SPECIFICATIONS / SCOPE OF SERVICES 10
005 - SUPPLEMENTAL TERMS & CONDITIONS 24
006 - GENERAL TERMS & CONDITIONS 27
007 - SIGNATURE PAGE 33
008 - STANDARD DEFINITIONS 34
009 - ATTACHMENTS 36

003 - INSTRUCTIONS FOR BIDDERS

Submission of Bids.

***Bids must be submitted through the Portal.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Restrictions on Communication.

Bidders are prohibited from communicating with: 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the IFB or bids from the time the IFB 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 IFB has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the IFB and/or bid submitted by Bidder. Violation of this provision by Bidder and/or its agent may lead to disqualification of Bidder's bid from consideration.

Exceptions to the restrictions on communication with City employees include:

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

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

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

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

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

Pre-Submittal Conference.

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

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

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

Changes to IFB.

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

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

Preparation of Bids.

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

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

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

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

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

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

Description of Supplies.

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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

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

Interlocal Participation.

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

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

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

Rejection of Bids.

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

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

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

The bid is conditional; or

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

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

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

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

Withdrawal of Bids. Bids may be withdrawn prior to the time set for the bid opening. Bids submitted electronically may be withdrawn electronically.

Bid Opening. Bids will be publicly read aloud at 2:30 PM Central Time, on the day the bids are due. Bid openings are held through WebEx.

Phone Number: (415) 655-0001
Meeting Number: 177 587 8554
Password: COSA

Evaluation and Award of Contract.

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

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

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

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

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

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

Inspection of Facilities/Equipment.

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

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

Prompt Payment Discount.

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

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

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

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

Bid Protest Procedures.

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

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

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

Prohibited Financial Interest.

The Charter of the City of San Antonio and 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 bid, Bidder warrants and certifies, and a contract awarded pursuant to this IFB is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City.

State of Texas Conflict of Interest:

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

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

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

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

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Chapter 46 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

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

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

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

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

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

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

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

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

004 - SPECIFICATIONS / SCOPE OF SERVICES

- 4.1 **SCOPE:** The City of San Antonio is soliciting bids to obtain two (2) vehicles for Public Works Stormwater Division to use for inspections and maintenance in drainage channels and culverts, including: one (1) box truck with camera system and one (1) van with camera system.
- 4.2 **GENERAL CONDITIONS:** The following general conditions will apply to all items within this bid unless specifically excluded within any item.
- 4.2.1 Equipment shall be manufacturer's latest design, standard production model and shall have been manufactured within the last 12 months from the date of delivery to City. All components shall be installed new, unused, and shall be manufacturer's standard equipment unless otherwise specified or replaced herein. Equipment 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 will be required at delivery. Equipment offered under the below listed specifications will be considered unacceptable if, for any reason, the equipment's, or major component's, long term availability on the U.S. market, or in the local area, is in doubt. All equipment will conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, subassemblies, and component parts must be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid.
- 4.2.2 Equipment must include the maximum standard manufacturer's warranty on all components, with parts and service included. All components, parts and service shall include, as a minimum, a one-year warranty. All warranty times shall start the date the vehicle is placed in service as determined by the City, not on the delivery date. The dealer will be notified by letter or email of the in-service date of each vehicle by serial number. Bidder shall fully explain the warranty by attaching separate, authenticated correspondence or entering such information in the remarks section of this bid. Warranty, reliability, and replacement captive parts costs and availability shall be a consideration in award of this bid. Warranty parts and service must be available within 250 mile radius of San Antonio City Hall from and by a factory-authorized dealer (NO EXCEPTIONS). In the event that a unit purchased from a vendor requires transportation outside of Bexar County for a repair covered under warranty, that vendor shall be responsible for paying for all cost associated with the transportation to and from the warranty repair facility. If the vendor chooses to travel to inspect the unit to determine if the repair needed is covered under warranty, all expenses shall be paid for by the vendor. All equipment warranty repairs must be completed within three (3) business days from the date equipment is delivered to the vendor unless otherwise approved by the appropriate City of San Antonio BESD Fleet Operations Manager or designate. *At City's sole discretion, comparable and compatible loaner tractor and camera components delivered within (3) business days of notification of a needed warranty repair may be deemed acceptable by City if a warranty component repair may take longer.*
- 4.2.3 **DELIVERY** – All deliveries are to be made inside the City limits of San Antonio. Vendor must deliver equipment to the following address:
- City of San Antonio,
Southeast Service Center,
1318 SE Loop 410, Building 6, Gate 5
San Antonio, TX 78220
Attn: Acquisitions
- 4.2.4 Delivery to a non-specified location will result in non-acceptance of the equipment by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS. Vehicles will be accepted 8:00 A.M. to 3:00 P.M. CST. Vehicles with more than 300 miles accumulated on the odometer will not be accepted. All vehicles are required to have a full tank(s) when delivered to City specified location.
- 4.2.5 **PRE-DESIGN CONFERENCE:** There shall be a pre-design conference at 1318 SE Loop 410, Gate 5, Building 6, San Antonio, TX 78220 with the contractor and two City Staff representatives to discuss final build and design. Attendance by webinar is acceptable.
- 4.2.6 **TRAINING:** A minimum of an (8) hour training day covering all aspects of operation, maintenance, and troubleshooting the vehicle and all equipment will be provided by the contractor at a date and time specified by the City within 30 days of delivery.

- 4.2.7 Literature 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 all in hard copy or on a USB driver or provide access to each on-line per model of all equipment, accessories, and components. The supplier shall furnish (4) complete sets of detailed literature and specifications or access to on-line literature and specifications of each vehicle type of contract award.
- 4.2.8 **VEHICLE INSPECTION:** The vendor shall have each vehicle properly inspected in compliance with Texas motor vehicle laws. A Texas Vehicle Inspection Report shall accompany the vehicle and be delivered with the report stored in the glove box. Each vehicle shall be delivered with a 2-Year inspection sticker affixed to the windshield.
- 4.2.9 Vehicles shall be delivered with a license plate; temporary license plate is acceptable with a REGULAR-EXEMPT to be received by mail. REGULAR-EXEMPT is a government license plate for police officers that is registered to a municipality, but does not display “EXEMPT” on the plate, but appears as the typical motorist license plate.
- 4.2.10 No dealership nameplates, markings or decals will be permitted on the vehicles.
- 4.2.11 All vehicles shall be equipped with safety equipment as required by the Federal Government and shall MEET ALL SAFETY STANDARDS AND REQUIREMENTS.
- 4.2.12 **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.

4.3	ITEM	QUANTITY	DESCRIPTION
	1	1	Remote Sewer Televising Box Truck

MINIMUM TRUCK SPECIFICATIONS:

- 4.3.1 **GVWR** - Gross Vehicle Weight - Minimum 12,300 pounds or higher to support the loaded weight of the completed vehicle, including any optional equipment selected. IT IS THE BIDDER’S RESPONSIBILITY TO CALCULATE THE ACTUAL LOADED WEIGHT AND TO PROVIDE A HEAVIER TIRE, WHEEL, SPRING AND AXLE COMBINATION IF REQUIRED.
- 4.3.2 **ENGINE** – Engine capable of producing a minimum of 300 HP / 425 lb/ft of torque with a high capacity, pressurized radiator and fan of the maximum capacity available.
- 4.3.3 **WHEELBASE** – Truck shall be a minimum of 158” wheelbase.
- 4.3.4 **FUEL TANK-** Fuel tank capacity to be a minimum of 40 gallons.
- 4.3.5 **TRANSMISSION** - Automatic transmission shall have a minimum of five (5) speeds forward and one (1) reverse, and specifically designed for heavy duty, stop and go continuous operation. Transmission shall be provided with a heavy-duty oil cooler. The transmission fluid level tube and dipstick shall be easily accessible from the front of the engine compartment and be OEM standard design. Both the filler tube and the dipstick shall be securely mounted to the engine to reduce the possibility of vibration noise or damage.
- 4.3.6 **STEERING** - Power steering system shall be the highest rated, heavy-duty unit offered.
- 4.3.7 **BRAKES** - Front brakes shall be heavy duty disc brakes, air cooled with dual piston floating calipers. Rear brakes shall be heavy duty disc brakes, air cooled with dual piston floating calipers. A parking brake must be provided as part of the braking system. Equipped with 4-wheel anti-lock brakes. Limited slip axle design.
- 4.3.8 **WHEELS AND TIRES** - Vehicle shall be a dual rear wheel design. Tires to meet or exceed minimum gross weight of vehicle and be of all season tread design.
- 4.3.9 **BUMPERS-** Chassis manufacturer's standard front bumper and heavy duty rear bumper. Bumper shall be wide enough for step into the truck body. Tow hooks installed in front bumper.

- 4.3.10 **MIRRORS** – Power mirrors outside, left and right, collapsible, below eye level type. Outside mirror shall have adjustable convex mirror installed below the standard mirror. Largest size available offered with model. Mirror must be remote controlled from driver.
- 4.3.11 **SAFETY** – Unit shall be equipped with a backup camera and backup sensors. Back up sensors must provide an audible alarm in cab as unit moves closer towards stationary objects.
- 4.3.12 **ELECTRICAL** - Minimum Alternator - 210 ampere rating or greater and a minimum 650-amp 72 amp hour HD battery. Power locks and windows shall be provided.
- 4.3.13 **INSTRUMENT PANEL** - Vehicle shall be equipped with the following non-glare illuminated instruments and gauges mounted for easy maintenance and repair, and in such a manner that each is clearly visible to the seated driver. Indicator warning lights in lieu of gauges are not acceptable.
- 4.3.13.1 Speedometer. Odometer.
 - 4.3.13.2 Fuel gauge.
 - 4.3.13.3 Oil pressure gauge.
 - 4.3.13.4 Water temperature gauge.
 - 4.3.13.5 Ampmeter or voltmeter with graduated charge and discharge indications.
 - 4.3.13.6 High beam headlight indicator.
 - 4.3.13.7 Turn indicator lights.
 - 4.3.13.8 Flasher warning indicator light.
 - 4.3.13.9 Windshield Wipers w/intermittent delay.
- 4.3.14 **BODY CONSTRUCTION**
- 4.3.14.1 **DIMENSION** – Truck shall have a minimum 16' long x 6'6" inside dimension
 - 4.3.14.2 **SIDE WALL** - 3/8" FIBERGLASS REINFORCED PLASTIC sidewall construction with insulation.
 - 4.3.14.2.1 12" Aluminum front radius.
 - 4.3.14.2.2 5" Aluminum vertical corners.
 - 4.3.14.2.3 3" formed channel cross members on 16" centers.
 - 4.3.14.2.4 Roof boxes at 24" on centers.
 - 4.3.14.2.5 Low profile with wheel wells.
 - 4.3.14.3 **SIDE ENTRY** - Minimum 30" x 72" side entry door with locking mechanical latch. Step provided which does not lower vehicle clearance while driving. First step must be no higher 15", flip up step acceptable.
 - 4.3.14.4 **REAR ENTRY** - Dual rear swing doors with deadbolt locking latch and inside release. Doors must be able to be secured in the open position. Grab handles shall be installed on swing doors to assist with entry.
 - 4.3.14.4.1 Rear grated aluminum step bumper
 - 4.3.14.4.2 ABS Plastic rear fascia / kick plate cover between bumper and box
 - 4.3.14.4.3 Recessed LED clearance lights.
 - 4.3.14.5 **ROOF** - Roof shall be one-piece aluminum sheet with anti-snap roof bows on 24" centers with crowned roof design which will prevent water/ice pooling.
 - 4.3.14.6 **FLOOR** – Durable, waterproof, nonslip flooring material.
 - 4.3.14.7 **INSULATION** - Insulate walls and ceiling with a minimum R-8 insulation rating.
- 4.3.15 **HVAC System** - Truck shall have a 13,500 BTU roof air conditioner with 1200-watt heat strip installed.

- 4.3.16 **GENERATOR**— Truck shall include a minimum 5.5 kW 120-volt AC generator mounted in an all-aluminum compartment. Truck shall be equipped with a 120VAC control panel and shore power main breaker (based on generator size), six (6) UL listed magnetic/hydraulic branch circuit breakers with amber LED indicators, digital voltmeter, generator start/stop switch, and generator hour meter. Generator shall be supplied by vehicle fuel tank and not have separate fuel tank.
- 4.3.16.1 Trucks shall be equipped with an exterior shore power plug receptacle that is 30 Amp with 30-foot extension cord and 15 Amp converter.
- 4.3.16.2 Generator and compartment shall include an automatic shore power / generator switch.
- 4.3.16.3 Generator shall not be louder than 70 dB(A) @ 50% load, and 74 dB(A) @ full load measured at 10 feet before installation in box.
- 4.3.16.4 Pure sine wave output with digital voltage regulation.
- 4.3.16.5 Fuel consumption maximum is 50% load.
- 4.3.16.6 Generator temperature operating extremes: -20 F to 120 F.
- 4.3.17 **GENERATOR COMPARTMENT** -Compartment shall be constructed to the following minimum specifications:
- 4.3.17.1 Compartment shall be constructed from 0.187" aluminum with all welded seams.
- 4.3.17.2 Compartment shall have 0.125" aluminum 2" box pan doors and 0.125" aluminum frames.
- 4.3.17.3 Door frames shall be riveted to the body and welded to the compartments.
- 4.3.17.4 Doors shall have stainless steel hinges attached to the doors and door frames with stainless machine screws.
- 4.3.17.5 Doors shall have slam latches and flush mounted handles.
- 4.3.17.6 Doors shall have 0.100" aluminum treadplate panels on interior surfaces.
- 4.3.17.7 Doors shall be held open to a minimum 90° position with gas charged lift/support cylinders.
- 4.3.17.8 Doors shall be sealed with industrial grade neoprene gasket.
- 4.3.17.9 Compartment shall have internal lighting when door is open.
- 4.3.17.10 Generator shall be mounted to a slide out tray that locks into place when stowed and allows rear of generator to be serviced from outside without removal from vehicle.
- 4.3.18 **INTERIOR ELECTRICAL** – Truck shall come equipped with the following:
- 4.3.18.1 55 to 75 amp 12V DC battery charger / converter mounted
- 4.3.18.2 Five (5) 110VAC outlets with GFI protection on work area circuit. Including (2) 110VAC outlets with GFI protection for city supplied computer system.
- 4.3.19 **BODY INTERIOR** – Office Area shall accommodate 3 persons with minimum of 2 seated chairs.
- 4.3.19.1 Partition wall between studio area and work area approximately 76 inches from the front of the box constructed of fiber glass reinforced plastic.
- 4.3.19.2 Full height pass through to cab with sliding and lockable door
- 4.3.19.3 Total of (3) 12VDC fluorescent lights or LED equivalent in office (2) under cabinets and (1) located on the ceiling between roof air and side entry door. Wall mounted switch for lighting.
- 4.3.19.4 (3) Laminated overhead cabinets in studio with sliding smoked plexi-glass or similar doors.
- 4.3.19.5 Laminated hard surface counter tops in studio, dark in color. Countertop must have 2 grommeted holes to accommodate cables from monitors.
- 4.3.19.6 Full profile shelf shall be installed above desk that is 16" deep and 7" tall openings with 2 grommeted holes to accommodate cables from television mount. Partitions should be placed 19" apart when able.
- 4.3.19.7 Open space located under studio desk toward front of box. To accommodate either a filing box or a 19" rack as needed. Desk must have a minimum of 20.5 inches of horizontal space.
- 4.3.19.8 There shall be a microphone with push button activation and volume control installed at office computer station connected to a speaker in the work area.
- 4.3.19.9 Office desk must include a rolling office chair and method of securing office chair at desk.
- 4.3.19.10 Sliding window with screen on partition wall above office desk next to pass through door
- 4.3.19.11 Passage door with window located at the center of door. Door must latch from inside and out. Door must be a minimum of 76" tall to pass through without hitting head.
- 4.3.19.12 Carpet wall and ceiling covering in office, either dark gray or gray in color, indoor / outdoor or automotive carpet required.
- 4.3.19.13 Waterproof flooring shall be used throughout office rated at minimum 15-year lifespan such as Lonseal Loncoin II flooring or acceptable alternative.

4.3.20 **BODY INTERIOR - Work Area**

- 4.3.20.1 (4) 12VDC fluorescent lights or LED equivalent in work area (1) located at reel, (1) located over sink, (1) located under cabinet and (1) located centrally on the ceiling. Wall mounted switch for lighting.
- 4.3.20.2 Fiberglass reinforced plastic constructed overhead cabinets with latching doors in work area.
- 4.3.20.3 Dual latching door cabinet on top of workbench connecting to partition wall.
- 4.3.20.4 Countertop workbench on passenger side in work area shall be a minimum of 18 inches deep.
- 4.3.20.5 Trucks shall have a hardwood butcher block OR STAINLESS STEEL countertop sink area in work area, 24 inches deep and approx. 36" wide with single bowl stainless steel sink and squirt faucet.
- 4.3.20.6 14-gallon freshwater tank with 12VDC pump with switch and tank monitor.
- 4.3.20.7 3" minimum tall pass hole or channel between studio and work area
- 4.3.20.8 Fiberglass reinforced plastic covered walls and ceiling in work area. White in color.
- 4.3.20.9 5 to 7 drawer commercial toolbox with locking and latching doors installed near sink area. Must have ball bearing slides and be removable for warranty claims.
- 4.3.20.10 Slot to slide in ladders from the rear of the box.

4.3.21 **TRUCK ADDITIONAL LIGHTING -**

- 4.3.21.1 *Unit shall be equipped with 2 (qty.) LED strobe lights on the front grill and 2 (qty.) on the rear body panel. Minimum 5.5" Surface Mount Split-Color Blue/Amber LED Strobe Light or approved equal is acceptable. Unit shall also be equipped with 1 (qty) LED rooftop strobe beacon mounted on front portion of box roof. All strobes shall be wired to factory type toggle switch inside of cab.*
- 4.3.21.2 Directional LED arrow bar mounted to rear with controller located inside of cab.

4.3.22 **MISCELLANEOUS ITEMS-** The truck shall include the following miscellaneous items:

- 4.3.22.1 5-pound dry chemical fire extinguisher.
- 4.3.22.2 First Alert 9-volt combination Carbon Monoxide and Smoke alarms in both office and work area.
- 4.3.22.3 Hook and Fiberglass Poles for lowering camera and tractor into drain holes with a minimum 30ft reach.

4.3.23 **FRONT SEWER TELEVISION CAMERA –** System requirements are as follows:

- 4.3.23.1 Tractor, camera and elevator system must be capable of televising a range of size infrastructure from 8" pipe up to 10 ft x 10 ft culvert box.
- 4.3.23.2 Transmit a color video signal with a minimum of 470 horizontal lines (Standard Definition).
- 4.3.23.3 Shall have pan and tilt function with motorized controls to allow the operator to change the viewing angle from the camera controller joystick.
- 4.3.23.4 Camera shall have automatic focus that will focus to the pipe without user intervention. The focus must also have remote focus controls that can be changed from the camera operation joystick.
- 4.3.23.5 Camera shall have automatic iris and manual iris that adjust light sensitivity based on pipeline conditions.
- 4.3.23.6 Camera iris must be able to be reset back to automatic while in operation with the camera operation joystick.
- 4.3.23.7 The camera housing must be pressurized to a minimum of 1 bar (14.5 psi) to avoid water ingress damage.
- 4.3.23.8 Camera must have built in LED lighting to illuminate the interior of the pipeline.
- 4.3.23.9 Camera must have 360 degrees of continuous rotation.
- 4.3.23.10 Camera must have a minimum of 240 degrees of total pan.
- 4.3.23.11 Camera must have a radio sonde transmitter. The transmitter shall be able to be powered off or on remotely without interruption to the camera operation.
- 4.3.23.12 Camera must be able to operate in a minimum 8" diameter pipeline.
- 4.3.23.13 Camera shall have a zero (home) position where the camera views straight ahead and upright.
- 4.3.23.14 Camera housing must be constructed of hard-anodized high strength aluminum with shock resistance of 1 kg / height of fall 27.5".
- 4.3.23.15 Camera light housing must be constructed of high strength polycarbonate with shock resistance of 1 kg / height of fall 15.75".
- 4.3.23.16 Camera lens protective front window shall be constructed of a special glass with shock resistance of 1 kg / height of fall 15.75".
- 4.3.23.17 Camera protection class shall meet a minimum of an IP68 to IEC 529 rating.
- 4.3.23.18 A tool and spares kit, protective connector cap, and watertight plastic storage transport case must be provided.

4.3.24 **REAR CAMERA-** System requirements are as follows:

- 4.3.24.1 Camera shall have the ability to provide a rear view, from the camera tractor, allowing monitoring of objects, defects and other items of interest while navigating in reverse.
- 4.3.24.2 Camera shall have built-in high-power white LED lights to illuminate the interior of the pipeline.
- 4.3.24.3 Camera body shall be made without sharp edges which will help prevent catching on debris, offset joints or other internal pipeline features.
- 4.3.24.4 The system shall have the ability to automatically switch the displayed video to the rear view when the system moves backward.
- 4.3.24.5 Camera shall be pressurized to prevent water ingress; non-pressurized cameras may be deemed unacceptable.

4.3.25 **CAMERA TRACTOR-** System requirements are as follows:

- 4.3.25.1 Tractor must be able to operate in a minimum 8" diameter pipeline up to a maximum of 10ft x 10ft culvert box with enough clearance to negotiate offsets and debris.
- 4.3.25.2 Tractor shall be designed utilizing wheels / tires as its mode of propulsion. Tracked crawlers or other modes of propulsion shall be deemed unacceptable.
- 4.3.25.3 Tractor must be no longer than 23.5 inches in length.
- 4.3.25.4 Tractor must be no wider than 5.5 inches without wheels.
- 4.3.25.5 Tractor must be steerable with each side able to be independently operated to provide skid-steer style of turning. Tractor must have two internal motors for this operation.
- 4.3.25.6 Tractor must weigh a minimum of 50 pounds without any wheels attached.
- 4.3.25.7 The tractor housing must be pressurized to a minimum of 1 bar (14.5 psi) to avoid water ingress damage.
- 4.3.25.8 All fasteners must be manufactured from a non-corrosive material such as stainless steel or aluminum.
- 4.3.25.9 Tractor must have a remotely operated motorized camera-elevating device that allows the camera to be raised and lowered inside of pipeline during operation. Manual elevating of camera will be deemed unacceptable.
- 4.3.25.10 Motorized camera elevator must be able to raise the camera vertically a minimum of 8.25"
- 4.3.25.11 Tractor must have the ability to be operated without the use of a motorized camera-elevating device for smaller diameter pipelines. Protective caps and all hardware must be supplied for this mode of operation.
- 4.3.25.12 Appropriate graphical warning stickers shall be affixed to warn of any potential pinch points on elevating device.
- 4.3.25.13 Tractor must have a hook system with a lowering claw to quickly and efficiently insert and extract the tractor from manholes.
- 4.3.25.14 The tractor will be supplemented with various wheel sets, additional weights, and auxiliary LED lighting to inspect pipeline up to 72" in diameter.
- 4.3.25.15 All fasteners used on the tractor must be recessed so that no protruding fasteners catch during operation.

4.3.26 **CAMERA WHEEL:** Requirements are as follows:

- 4.3.26.1 The tractor shall include interchangeable wheel and axle sets for 8", 12" and 24" diameter pipe.
- 4.3.26.2 All wheel sets must come with all fasteners and tools needed to be utilized with supplied tractor
- 4.3.26.3 Wheels shall be rubber treaded and pneumatic as appropriate for pipe size.
- 4.3.26.4 Tractor protection class shall meet a minimum of an IP68 rating.
- 4.3.26.5 A tool and spares kit must be provided for maintenance of the tractor.

4.3.27 **CABLE AND REEL SYSTEM**- Requirements are as follows:

- 4.3.27.1 Cable shall have a min length of 1,000 ft. There shall be a cable distance-measuring device built in with a counter reset button.
- 4.3.27.2 The cable winch's clutch shall be electronically switchable on and off and shall have an automatic level wind guide.
- 4.3.27.3 Cable winch shall have an integrated lowering winch to lift, lower, and position the tractor from the truck into the manholes with a minimum 175 lb. lifting capability.
- 4.3.27.4 The cable winch shall be equipped with an emergency brake that will lock the reel if power is lost to the system to prevent uncontrollable unreeling of camera cable. Emergency brake shall be equipped with a manual override and hand crank.
- 4.3.27.5 Cable winch shall have an emergency stop button on both the drum and the pendant controller to remove all power to the downhole equipment.
- 4.3.27.6 Cable winch shall have a foldable boom that will lock into position at various angles capable of supporting a minimum of 175 lbs.
- 4.3.27.7 Cable winch shall have a 12 VDC work light mounted on the boom to illuminate in a downward angle.
- 4.3.27.8 Cable winch shall have a removable drip tray that will catch and retain water and debris from main cable drum.
- 4.3.27.9 Downhole roller to protect the cable at the invert. *Downhole roller shall be designed to spin freely to aid in reducing friction aiding in longer range inspections. Down roller shall be able to be secured to rope or lowering winch.* Frame of roller shall be constructed of aluminum.
- 4.3.27.10 Remote Inspection Reel Guide Roller - Roller shall connect to the cable reel to allow reel to maintain proper cable geometry when performing remote inspections.
 - 4.3.27.10.1 Roller shall have the preferred radius that will aid in encouraging longer life of the inspection cable and reduce wear.
 - 4.3.27.10.2 Roller shall be constructed of a steel frame and a nylon composite roller.
 - 4.3.27.10.3 Shall be attached via a single locking pin.
 - 4.3.27.10.4 Rollers that attach with hardware that requires tools will be deemed unacceptable
 - 4.3.27.10.5 Roller shall be able to be disengaged when not in use, and not require removal when not doing remote inspections.
- 4.3.27.11 Cable Protection Top Manhole Roller - Roller shall connect to the cable reel to allow reel to maintain proper cable geometry when performing remote inspections.
 - 4.3.27.11.1 Roller shall have the preferred radius that will aid in encouraging longer life of the inspection cable and reduce wear.
 - 4.3.27.11.2 Roller shall be capable of being used with manhole openings up to 28".
 - 4.3.27.11.3 Roller shall be colored/painted safety orange for high visibility at the open structure.

4.3.28 **REMOTE CONTROL** - Truck shall be equipped with operator control that meets the following:

- 4.3.28.1 Shall enable operator to control all functions of the tractor and camera from within the truck.
- 4.3.28.2 Power supply controller shall be rack mount design with remote control station and keyboard handling camera power and controls, tractor power and controls, text generation, and diagnostics.
- 4.3.28.3 Remote Control Station shall give a diagnostic readout of component pressure.
- 4.3.28.4 Remote Control Station shall allow for adjustment of brightness / intensity of both auxiliary lights and camera lights, as well as be able to switch off individual light banks on the auxiliary light head.
- 4.3.28.5 Power supply controller must have a graphic-oriented display generator to allow the operator to type on-screen text, display distance counter, camera inclination, and display date and time.
- 4.3.28.6 The power supply controller shall allow the user to position each system field anywhere on the visible screen to prevent obstruction of view.
- 4.3.28.7 Tractor speed, speed set, direction, and steering must be operated from a multi-axis, multi-function joystick on the Remote-Control Station. Forward and reverse must be controlled by an up or down motion, drift steering by side-to-side motion, and skid steering via rotation of the joystick. In addition, two function buttons must be supplied on the top of the joystick, one to set the speed and stop the tractor, the other to switch between cameras.
- 4.3.28.8 Camera pan & tilt operations, auto-home, iris, and focus must be operated from a multi-axis, multi-function joystick to be mounted in the desktop area. Camera rotation must be controlled by side-to-side movement of the joystick, tilting by up and down movement of the joystick and focus and iris controlled by rotation of the joystick. In addition, two function buttons must be supplied on the top of the joystick, one to return the camera to the home position, the other to switch between iris controls.
- 4.3.28.9 On-screen text entry and menu navigation shall be done on a standard QWERTY PS2/AT keyboard.
- 4.3.28.10 The power supply controller must be able to be restarted without removing power to other components.

4.3.29 **PRESSURE TEST SET** – Truck shall be equipped with tools and materials needed to pressurize the device will be provided along with an additional spare unit of any consumable needed for pressurization (i.e. Desiccant, Nitrogen, etc.). Pressurization equipment and directions must be sufficient to consistently, accurately, and quickly check and bring all pressurized equipment to correct operating pressure.

4.3.30 **COMPUTER SYSTEM-** Trucks shall be equipped with a computer system that meets these requirements:

- 4.3.30.1 (3) minimum 17" Computer monitors – (2) installed at control station and (1) installed and visible from rear of unit.
- 4.3.30.2 Computer mounted in 19" industrial grade rack with shock mounted hard drive and CPU fan.
- 4.3.30.3 Computer must be operational with all equipment at delivery.
- 4.3.30.4 Computer must meet or exceed all system requirements to operate Pipelogix Phoenix software.
- 4.3.30.5 Intel i7 Quad Core Processor 3 GHz or greater
- 4.3.30.6 Minimum 8 GB RAM
- 4.3.30.7 Minimum 1 TB Hard Drive for data
- 4.3.30.8 Minimum 120 GB Hard Drive for Applications
- 4.3.30.9 Minimum 1 TB Portable USB hard drive
- 4.3.30.10 Dedicated video card with 2GB of Memory
- 4.3.30.11 Video Capture Card: Avermedia C027 PCI-ex or compatible equivalent
- 4.3.30.12 2 ethernet ports
- 4.3.30.13 Onboard RS-232 Port
- 4.3.30.14 Wireless keyboard and optical mouse
- 4.3.30.15 DVD-R/CD-RW drive
- 4.3.30.16 Windows 10 Professional 32/64-bit dual operating system
- 4.3.30.17 UPS back up battery system rack mounted
- 4.3.30.18 Min 4x USB3.0 mounted on front of PC
- 4.3.30.19 WIFI capable

4.3.31 **MISCELLANEOUS**

- 4.3.31.1 This unit will replace unit 128012
- 4.3.31.2 Example of acceptable build. Picture is for illustrative purposes only.



4.4	ITEM	QUANTITY	DESCRIPTION
	2	1	Van with Sewer Camera System

MINIMUM VAN SPECIFICATIONS:

- 4.4.1 **GVWR** - Gross Vehicle Weight - Minimum 9,900 pounds or higher to support the loaded weight of the completed vehicle, including any optional equipment selected. IT IS THE BIDDERS RESPONSIBILITY TO CALCULATE THE ACTUAL LOADED WEIGHT AND TO PROVIDE A HEAVIER TIRE, WHEEL, SPRING AND AXLE COMBINATION IF REQUIRED.
- 4.4.2 **ENGINE** - Minimum output of 275 HP / 260 lb.ft. torque engine equipped with a high capacity, pressurized radiator and fan of the maximum capacity available.
- 4.4.3 **WHEELBASE** – Van shall be a minimum of 148” wheelbase.
- 4.4.4 **ROOF HEIGHT** - Van will be high roof option of vehicle being offered.
- 4.4.5 **FUEL TANK**- Fuel tank capacity to be a minimum of 31 gallons.
- 4.4.6 **TRANSMISSION** - Automatic transmission shall have 10 speeds.
- 4.4.7 **STEERING** - Power steering system shall be the highest rated, heavy-duty unit offered by the OEM.
- 4.4.8 **BRAKES** - Front brakes shall be heavy duty disc brakes, air cooled with dual piston floating calipers. Rear brakes shall be heavy duty disc brakes, air cooled with dual piston floating calipers. A parking brake will be provided as part of the braking system. Equipped with 4-wheel anti-lock brakes.
- 4.4.9 **WHEELS AND TIRES** - Vehicle shall be a dual rear wheel design. Wheels and tires to be of adequate capacity.
- 4.4.10 **BUMPERS**- Chassis manufacturer's standard front bumper and heavy-duty rear bumper. Bumper shall be wide enough for step into the van body. Tow hooks installed in the front of vehicle.
- 4.4.11 **MIRRORS** – Power mirrors outside, left and right, collapsible, below eye level type. Outside mirror shall have adjustable convex mirror installed below the standard mirror. Largest size available offered with model. Mirror to be remote controlled from driver.
- 4.4.12 **LADDER RACK** – Roof mounted drop down ladder rack which pivots ladder to side of vehicle for loading and unloading and transports ladder on top of vehicle.
- 4.4.13 **SAFETY** – Unit shall be equipped with a backup camera and backup sensors. Back up sensors must provide an audible alarm in cab as unit moves closer towards stationary objects.
- 4.4.14 **ELECTRICAL** - Minimum Alternator - 210 ampere rating or greater and a minimum 650 amp 72 amp hour HD battery. Power locks and windows shall be provided.
- 4.4.15 **INSTRUMENT PANEL** - Vehicle shall be equipped with the following non-glare illuminated instruments and gauges mounted for easy maintenance and repair, and in such a manner that each is clearly visible to the seated driver. Indicator warning lights in lieu of gauges are not acceptable.
 - 4.4.15.1 Speedometer. Odometer.
 - 4.4.15.2 Fuel gauge.
 - 4.4.15.3 Oil pressure gauge.
 - 4.4.15.4 Water temperature gauge.
 - 4.4.15.5 Ampmeter or voltmeter with graduated charge and discharge indications.
 - 4.4.15.6 High beam headlight indicator.
 - 4.4.15.7 Turn indicator lights.
 - 4.4.15.8 Flasher warning indicator light.
 - 4.4.15.9 Windshield Wipers w/intermittent delay.

- 4.4.16 **GENERATOR**– Van shall include a minimum 5.5 kW 120-volt AC generator mounted in custom fabricated all aluminum compartment. Van shall be equipped with a 120VAC control panel and shore power main breaker (based on generator size), six (6) UL listed magnetic/hydraulic branch circuit breakers with amber LED indicators, digital voltmeter, generator start/stop switch, and generator hour meter. Generator shall be supplied by vehicle fuel tank and not have separate fuel tank.
- 4.4.16.1 SHORE POWER - Van shall be equipped with an exterior shore power plug receptacle that is 30 Amp with 30 foot extension cord and 15 Amp converter.
- 4.4.16.2 Automatic Shore power / generator switch.
- 4.4.16.3 Generator shall not be louder than 70 dB(A) @ 50% load, and 74 dB(A) @ full load measured at 10 feet before installation in box.
- 4.4.16.4 Pure sine wave output with digital voltage regulation.
- 4.4.16.5 Fuel consumption maximum is 50% load.
- 4.4.16.6 Generator temperature operating extremes: -20 F to 120 F.
- 4.4.17 **GENERATOR COMPARTMENT** - Compartment shall have the following specifications:
- 4.4.17.1 Compartment shall be constructed from 0.187" aluminum with all welded seams.
- 4.4.17.2 Compartment shall have 0.125" aluminum 2" box pan doors and 0.125" aluminum frames.
- 4.4.17.3 Door frames shall be riveted to the body and welded to the compartments.
- 4.4.17.4 Doors shall have stainless steel hinges attached to the doors and door frames with stainless machine screws.
- 4.4.17.5 Doors shall have slam latches and flush mounted handles.
- 4.4.17.6 Doors shall have 0.100" aluminum treadplate panels on interior surfaces.
- 4.4.17.7 Doors shall be held open in a 90° position with gas charged lift/support cylinders.
- 4.4.17.8 Doors shall be sealed with industrial grade neoprene gasket.
- 4.4.17.9 Compartment shall have internal lighting when door is open.
- 4.4.17.10 Generator shall be mounted to a slide out tray that locks into place when stowed and allows rear of generator to be serviced from outside without complete removal from vehicle.
- 4.4.18 **INTERIOR ELECTRICAL** – Van shall come equipped with the following:
- 4.4.18.1 55 to 75 amp 12V DC battery charger / converter mounted.
- 4.4.18.2 Five (5) 110VAC outlets with GFI protection on work area circuit, including (2) 110VAC outlets with GFI protection for City supplied computer system.
- 4.4.19 **BODY INTERIOR** – Office Area
- 4.4.19.1 Partition wall between studio area and work area approximately 76 inches from the front of the box constructed of fiber glass reinforced plastic.
- 4.4.19.2 Full height pass through to van cab with sliding and lockable door.
- 4.4.19.3 (3) 12VDC fluorescent lights or LED equivalent in studio (2) under cabinets and (1) located on the ceiling between roof air and side entry door. Controlled by wall mounted switch.
- 4.4.19.4 (3) Laminated overhead cabinets in studio with sliding smoked plexi-glass or similar doors.
- 4.4.19.5 Van shall have a 13,500 BTU roof air conditioner with 1200 watt heat strip installed.
- 4.4.19.6 Insulate walls and ceiling with DuraTherm or comparable insulated Panels with a minimum R-6 value.
- 4.4.19.7 Laminate hard surface counter tops in studio, dark in color. Countertop must have 2 grommeted holes to accommodate cables from monitors.
- 4.4.19.8 Full profile shelf shall be installed above desk that is 16" deep and 7" tall openings with 2 grommeted holes to accommodate cables from television mount. Partitions should be placed 19" apart when able.
- 4.4.19.9 Open space located under studio desk toward front of box. To accommodate either a filing box or a 19" rack as needed. Van must have a minimum of 20.5 inches of horizontal space to accommodate rolling office chair at computer station and system to secure chair while driving.
- 4.4.19.10 There shall be a microphone with push button activation and volume control installed at office computer station connected to a speaker in the work area.
- 4.4.19.11 Sliding window with screen on partition wall above studio desk next to pass through door
- 4.4.19.12 Passage door with one windows or window located at the center of door. Door must latch from inside and out. Door must be a minimum of 76" tall to pass through without hitting head.
- 4.4.19.13 Carpet wall and ceiling covering in studio, either dark gray or gray in color, indoor / outdoor or automotive carpet required.
- 4.4.19.14 Waterproof flooring shall be used throughout office rated at minimum 15-year lifespan such as Lonseal Loncoin II flooring or acceptable alternative.

4.4.20 BODY INTERIOR - Work Area

- 4.4.20.1 (4) 12VDC fluorescent lights or LED equivalent in work area (1) located over reel system, (1) located under cabinet and (1) located centrally on the ceiling. Controlled by wall mounted switch.
- 4.4.20.2 Fiberglass reinforced plastic constructed overhead cabinets with latching doors in work area.
- 4.4.20.3 Dual latching door cabinet on top of workbench connecting to partition wall.
- 4.4.20.4 Countertop workbench on passenger side in work area shall be 18 inches deep.
- 4.4.20.5 Van shall have a hardwood butcher block countertop sink area in work area, 24 inches deep and approx. 36"wide with single bowl stainless steel sink and squirt faucet.
- 4.4.20.6 Nonslip metal flooring
- 4.4.20.7 14-gallon fresh water tank with 12VDC pump with switch and tank monitor.
- 4.4.20.8 3" minimum tall pass hole or channel between studio and work area
- 4.4.20.9 Fiberglass reinforced plastic covered walls and ceiling in work area. White in color.
- 4.4.20.10 5 or 7 drawer commercial toolbox with locking and latching doors to be installed near sink area. Must have ball bearing slides and be removable for warranty claims.

4.4.21 VAN ADDITIONAL LIGHTING

- 4.4.21.1 Unit shall be equipped with 2 (qty.) LED strobe lights on the front grill and 2 (qty.) on the rear body panel. Minimum 5.5" Surface Mount Split-Color Blue/Amber LED Strobe Light or approved equal is acceptable. Unit shall be equipped with 1 (qty.) LED rooftop strobe mounted on front portion of roof. Strobes shall be wired to factory type toggle switch inside of cab.
- 4.4.21.2 Directional LED arrow bar mounted to rear with controller located in driver's area.

4.4.22 TELEVISION SYSTEM FRONT CAMERA – System requirements are as follows:

- 4.4.22.1 Tractor, camera and elevator system must be capable of televising a range of size infrastructure from 8" pipe up to 10 ft x 10 ft culvert box.
- 4.4.22.2 Transmit a color video signal with a minimum of 470 horizontal lines (Standard Definition).
- 4.4.22.3 Shall have pan and tilt function with motorized controls to allow the operator to change the viewing angle from the camera controller joystick.
- 4.4.22.4 Camera shall have automatic focus that will focus to the pipe without user intervention. The focus must also have remote focus controls that can be changed from the camera operation joystick.
- 4.4.22.5 Camera shall have automatic iris and manual iris that adjust light sensitivity based on pipeline conditions.
- 4.4.22.6 Camera iris must be able to be reset back to automatic while in operation with the camera operation joystick.
- 4.4.22.7 The camera housing must be pressurized to a minimum of 1 bar (14.5 psi) to avoid water ingress damage.
- 4.4.22.8 Camera must have built in LED lighting to illuminate the interior of the pipeline
- 4.4.22.9 Camera must have 360 degrees of continuous rotation.
- 4.4.22.10 Camera must have a minimum of 240 degrees of total pan.
- 4.4.22.11 Camera must have a radio sonde transmitter. The transmitter shall be able to be powered off or on remotely without interruption to the camera operation.
- 4.4.22.12 Camera must be able to operate in a minimum 8" diameter pipeline.
- 4.4.22.13 Camera shall have a zero (home) position where the camera views straight ahead and upright.
- 4.4.22.14 Camera housing must be constructed of hard-anodized high strength aluminum with shock resistance of 1 kg / height of fall 27.5".
- 4.4.22.15 Camera light housing must be constructed of high strength polycarbonate with a shock resistance of 1 kg / height of fall 15.75"
- 4.4.22.16 Camera lens protective front window shall be constructed of a special glass with a shock resistance of 1 kg / height of fall 15.75".
- 4.4.22.17 Camera protection class shall meet a minimum of an IP68 to IEC 529 rating.
- 4.4.22.18 A tool and spares kit, protective connector cap, and watertight plastic storage transport case must be provided.

4.4.23 **REAR CAMERA-** System requirements are as follows:

- 4.4.23.1 Camera shall have the ability to provide a rear view, from the camera tractor, allowing monitoring of objects, defects and other items of interest while navigating in reverse.
- 4.4.23.2 Camera shall have built-in high-power white LED lights to illuminate the interior of the pipeline.
- 4.4.23.3 Camera body shall be made without sharp edges which will help prevent catching on debris, offset joints or other internal pipeline features.
- 4.4.23.4 The system shall have the ability to automatically switch the displayed video to the rear view when the system moves backward.
- 4.4.23.5 Camera shall be pressurized to prevent water ingress; non-pressurized cameras may be deemed unacceptable.

4.4.24 **CAMERA TRACTOR-** System requirements are as follows:

- 4.4.24.1 Tractor must be able to operate in a minimum 8" diameter pipeline with enough clearance to negotiate offsets and debris.
- 4.4.24.2 Tractor shall be designed utilizing wheels / tires as its mode of propulsion. Tracked crawlers or other modes of propulsion shall be deemed unacceptable.
- 4.4.24.3 Tractor must be no longer than 23.5 inches in length.
- 4.4.24.4 Tractor must be no wider than 5.5 inches without wheels.
- 4.4.24.5 Tractor must be steerable with each side able to be independently operated to provide skid-steer style of turning. Tractor must have two internal motors for this operation.
- 4.4.24.6 Tractor must weigh a minimum of 50 pounds without any wheels attached.
- 4.4.24.7 The tractor housing must be pressurized to a minimum of 1 bar (14.5 psi) to avoid water ingress damage.
- 4.4.24.8 All fasteners must be manufactured from a non-corrosive material such as stainless steel or aluminum.
- 4.4.24.9 Tractor must have a remotely operated motorized camera-elevating device that allows the camera to be raised and lowered inside of pipeline during operation. Manual elevating of camera will be deemed unacceptable.
- 4.4.24.10 Motorized camera elevator must be able to raise the camera vertically a minimum of 8.25"
- 4.4.24.11 Tractor must have the ability to be operated without the use of a motorized camera-elevating device for smaller diameter pipelines. Protective caps and all hardware must be supplied for this mode of operation.
- 4.4.24.12 Appropriate graphical warning stickers shall be affixed to warn of any potential pinch points on elevating device.
- 4.4.24.13 Tractor must have a hook system with a lowering claw to quickly and efficiently insert and extract the tractor from manholes.
- 4.4.24.14 The tractor may be supplemented with various wheel sets, additional weights, and auxiliary LED lighting to inspect pipeline up to 72" in diameter.
- 4.4.24.15 All fasteners used on the tractor must be recessed so that no protruding fasteners catch during operations.

4.4.25 **CAMERA WHEEL:** Requirements are as follows:

- 4.4.25.1 The tractor shall include interchangeable wheel and axle sets for 8", 12" and 24" diameter pipe.
- 4.4.25.2 All wheel sets must come with all fasteners and tools needed to be utilized with supplied tractor.
- 4.4.25.3 Wheels shall be rubber treaded and pneumatic as appropriate for pipe size.
- 4.4.25.4 Tractor protection class shall meet a minimum of an IP68 rating.
- 4.4.25.5 A tool and spares kit must be provided for maintenance of the tractor.

- 4.4.26 **CABLE AND REEL SYSTEM**- Requirements are as follows:
- 4.4.26.1 Cable shall have a min length of 1,000 ft. There shall be a cable distance-measuring device built in with a counter reset button.
 - 4.4.26.2 The cable winch's clutch shall be electronically switchable on and off and shall have an automatic level wind guide.
 - 4.4.26.3 Cable winch shall have an integrated lowering winch to lift, lower, and position the tractor from the truck into the manholes with a minimum 175lb lifting capability.
 - 4.4.26.4 The cable winch shall be equipped with an emergency brake that will lock the reel if power is lost to the system to prevent uncontrollable unreeling of camera cable. Emergency brake shall be equipped with a manual override and hand crank.
 - 4.4.26.5 Cable winch shall have an emergency stop button on both the drum and the pendant controller to remove all power to the downhole equipment.
 - 4.4.26.6 Cable winch shall have a foldable boom that will lock into position at various angles capable of supporting a minimum of 175 lbs.
 - 4.4.26.7 Cable winch shall have a 12 VDC work light mounted on the boom to illuminate in a downward angle.
 - 4.4.26.8 Cable winch shall have a removable drip tray that will catch and retain water and debris from main cable drum.
 - 4.4.26.9 Downhole roller to protect the cable at the invert. Downhole roller shall be designed to spin freely to aid in reducing friction aiding in longer range inspections. Down roller shall be able to be secured to rope or lowering winch. Frame of roller shall be constructed of aluminum.
 - 4.4.26.10 Remote Inspection Reel Guide Roller - Roller shall connect to the cable reel to allow reel to maintain proper cable geometry when performing remote inspections.
 - 4.4.26.10.1 Roller shall have the preferred radius that will aid in encouraging longer life of the inspection cable and reduce wear.
 - 4.4.26.10.2 Roller shall be constructed of a steel frame and a nylon composite roller.
 - 4.4.26.10.3 Shall be attached via a single locking pin.
 - 4.4.26.10.4 Rollers that attach with hardware that requires tools will be deemed unacceptable.
 - 4.4.26.10.5 Roller shall be able to be disengaged when not in use, and not require removal when not doing remote inspections.
 - 4.4.26.11 Cable Protection Top Manhole Roller - Roller shall connect to the cable reel to allow reel to maintain proper cable geometry when performing remote inspections.
 - 4.4.26.11.1 Roller shall have the preferred radius that will aid in encouraging longer life of the inspection cable and reduce wear.
 - 4.4.26.11.2 Roller shall be capable of being used with manhole openings up to 28".
 - 4.4.26.11.3 Roller shall be colored/painted safety orange for high visibility at the open structure.
- 4.4.27 **REMOTE CONTROL** - Van shall be equipped with operator control that meets the following:
- 4.4.27.1 Shall enable operator to control all functions of the tractor and camera from within the van.
 - 4.4.27.2 Power supply controller shall be rack mount design with remote control station and keyboard handling camera power and controls, tractor power and controls, text generation, and diagnostics.
 - 4.4.27.3 Remote Control Station shall give a diagnostic readout of component pressure.
 - 4.4.27.4 Remote Control Station shall allow for adjustment of brightness / intensity of both auxiliary light rings and camera lights, as well as be able to switch off individual light banks on the auxiliary light head.
 - 4.4.27.5 Power supply controller must have a graphic-oriented display generator to allow the operator to type on-screen text, display distance counter, camera inclination, and display date and time.
 - 4.4.27.6 The power supply controller shall allow the user to position each system field anywhere on the visible screen to prevent obstruction of view.
 - 4.4.27.7 Tractor speed, speed set, direction, and steering must be operated from a multi-axis, multi-function joystick on the Remote-Control Station. Forward and reverse must be controlled by an up or down motion, drift steering by side-to-side motion, and skid steering via rotation of the joystick. In addition, two function buttons must be supplied on the top of the joystick, one to set the speed and stop the tractor, the other to switch between cameras.
 - 4.4.27.8 Camera pan & tilt operations, auto-home, iris, and focus must be operated from a multi-axis, multi-function joystick to be mounted in the desktop area. Camera rotation must be controlled by side-to-side movement of the joystick, tilting by up and down movement of the joystick and focus and iris controlled by rotation of the joystick. In addition, two function buttons must be supplied on the top of the joystick, one to return the camera to the home position, the other to switch between iris controls.
 - 4.4.27.9 On-screen text entry and menu navigation shall be done on a standard QWERTY PS2/AT keyboard.
 - 4.4.27.10 The power supply controller must be able to be restarted without removing power to other components.

4.4.28 **PRESSURE TEST SET** – Van shall be equipped with tools and materials needed to pressurize the device will be provided along with an additional spare unit of any consumable needed for pressurization (i.e. Desiccant, Nitrogen, etc.). Pressurization equipment and directions must be sufficient to consistently, accurately, and quickly check and bring all pressurized equipment to correct operating pressure.

4.4.29 **COMPUTER SYSTEM-** Van shall be equipped with a computer system that meets these requirements:

- 4.4.29.1 (3) minimum 17" Computer monitors – (2) installed at control station and (1) installed and visible from rear of unit.
- 4.4.29.2 Computer mounted in 19" industrial grade rack with shock mounted hard drive and CPU fan.
- 4.4.29.3 Computer must be operational with all equipment at delivery.
- 4.4.29.4 Computer must meet or exceed all system requirements to operate Pipelogix Phoenix
- 4.4.29.5 Intel i7 Quad Core Processor 3 GHz or greater
- 4.4.29.6 Minimum 8 GB RAM
- 4.4.29.7 Minimum 1 TB Hard Drive for data
- 4.4.29.8 Minimum 120 GB Hard Drive for Applications
- 4.4.29.9 Minimum 1 TB Portable USB hard drive
- 4.4.29.10 Dedicated video card with 2GB of Memory
- 4.4.29.11 Video Capture Card: Avermedia C027 PCI-ex or compatible equivalent
- 4.4.29.12 2 ethernet ports
- 4.4.29.13 Onboard RS-232 Port
- 4.4.29.14 Wireless keyboard and optical mouse
- 4.4.29.15 DVD-R/CD-RW drive
- 4.4.29.16 Windows 10 Professional 32/64-bit dual operating system
- 4.4.29.17 UPS back up battery system rack mounted
- 4.4.29.18 Min 4x USB3.0 mounted on front of PC
- 4.4.29.19 Wireless network adapter

4.4.30 **MISCELLANEOUS ITEMS** - The van shall include the following miscellaneous items:

- 4.4.30.1 5 pound dry chemical fire extinguisher.
- 4.4.30.2 First Alert 9-volt combination Carbon Monoxide and Smoke alarms.
- 4.4.30.3 Hook and Fiberglass Poles for lowering camera and tractor into drain holes with a minimum 30ft reach

4.4.31 **MISCELLANEOUS**

- 4.4.31.1 This unit will replace unit 1039
- 4.4.31.2 Example of acceptable build. Picture is for illustrative purposes only.



005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

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

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.

Insurance.

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

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

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

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$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. Independent Contractors e. Damage to property rented by you f. Contractual Liability	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

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

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Vendor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Vendor shall pay any costs incurred resulting from provision of said documents.

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

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

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

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

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

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

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

Incorporation of Attachments.

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

Attachment A - Price Schedule

Attachment B - Local Preference Program Identification Form

Attachment C - Veteran-Owned Small Business Program Tracking Form

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

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

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

Invoicing and Payment.

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

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

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

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

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

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

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

Termination.

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

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

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

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

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

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

INDEMNIFICATION.

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

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

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

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

Records Retention.

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

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

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

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 bid 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 a bid, Bidder warrants and certifies, and a contract awarded pursuant to this IFB is made in reliance thereon, that it, has not knowingly or intentionally failed to comply with this subchapter in a previous bid or contract. City hereby relies on Vendor’s certification, and if found to be false, City may reject the bid 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 must 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. Unless otherwise stated in this IFB, 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.

In accordance with SB 13, effective September 1, 2021, 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.

In accordance with SB 19, effective September 1, 2021, 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 Organization 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 and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Vendor's certification. If found to be false, or if Vendor is identified on such list during the course of its contract with City, City may terminate the Contract for material breach.

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

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

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

007 - SIGNATURE PAGE

By submitting a bid electronically, Bidder represents that:

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

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

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


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

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

Bidder Information

Please Print or Type

Vendor ID No.	<u>V30013385</u>
Signer's Name	<u>Nickolas Spano</u>
Name of Business	<u>Essential Equipment</u>
Street Address	<u>21195 Blair Rd Bldng 17</u>
City, State, Zip Code	<u>Conroe, TX 77385</u>
Email Address	<u>nick@essentialequipment.com</u>
Telephone No.	<u>713-829-0802</u>
Fax No.	<u>N/A</u>
City's Solicitation No.	<u>6100015189</u>



Signature of Person Authorized to Sign Bid

008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

009 – ATTACHMENT A: PRICE SCHEDULE

LOCAL PREFERENCE PROGRAM 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.

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	1	Remote Sewer Televising Box Truck

PRICE EACH: \$ 240279.86

TOTAL: \$ 240279.86

MAKE & MODEL OF TRUCK OFFERED:

Ford E350

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

7.3L ECO Engine 300 HP

TRANSMISSION OFFERED:

ELEC 6-SPD AUTO

TRUCK WARRANTY (Must meet minimum warranty requirements):

3 years/36,000 miles Bumper to Bumper; 5year/60,000 miles on Powertrain & Safety Restraint; 5 years/Unlimited Miles Corrosion (Perforation only)

TRUCK WARRANTY SERVICE PROVIDER FACILITY NAME:

Northside Ford

TRUCK WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

12300 San Pedro Ave, San Antonio, TX 78216

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

PRODUCTION CUT-OFF DATE: 5/30/2022

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 5/30/2022.

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) YES.

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>
2	1	Van with Sewer Camera System

PRICE EACH: \$ 244486.26

TOTAL: \$ 244486.26

MAKE & MODEL OF TRUCK OFFERED:

Ford Transit EL

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

3.5L PFDI V6 Engine 275 HP

TRANSMISSION OFFERED:

ELEC 10-SPD AUTO

TRUCK WARRANTY (Must meet minimum warranty requirements):

3 years/36,000 miles Bumper to Bumper; 5year/60,000 miles on Powertrain & Safety Restraint; 5 years/Unlimited Miles Corrosion (Perforation only); 5year/60,000 miles Roadside Assistance

TRUCK WARRANTY SERVICE PROVIDER FACILITY NAME:

Northside Ford

TRUCK WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

12300 San Pedro Ave, San Antonio, TX 78216

DELIVERY WILL BE MADE WITHIN 180 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: 5/30/2022

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 5/30/2022.

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) YES.

Prompt Payment Discount: 1%, Net 15 Days (Net 30 will apply if no discount is offered).