



CITY OF SAN ANTONIO
Finance Department, Purchasing Division

FORMAL INVITATION FOR BID (“IFB”) NO.: 6100014093

ANNUAL CONTRACT FOR OFF ROAD EQUIPMENT

Date Issued: JUNE 4, 2021

**BIDS MUST BE RECEIVED NO LATER THAN:
2:00 PM,CENTRAL TIME, JULY 14, 2021**

Bids may be submitted by any of the following means:

Electronic submission through the Portal

Bid submissions will only be accepted electronically

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: None DBE / ACDBE Requirements: None

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

Pre-Submittal Conference * YES

***A Pre-Bid Conference is scheduled, for JUNE 10, 2021, at 10:00 a.m. Central Time.** The Pre-Bid Conference will be held via WebEx meeting. Prospective Respondents may join the WebEx using the following instructions:

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

Meeting Number (Access Code): 1777 97 5920

Meeting Password: #

Staff Contact Person:

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

Email: ld.mcgarity@sanantonio.gov

Phone Number: 210-207-2078

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003 - INSTRUCTIONS FOR BIDDERS

Submission of Bids.

Bid submissions will only be accepted electronically

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 "electronically". 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.

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 proposal is submitted. Respondent shall provide said catalog at the time of submission of its proposal. Manufacturers' catalogs may be submitted in any of the following formats: paper copy, flash drive, or CD ROM. Catalogs shall be mailed to the Finance Department, Purchasing Division, P.O. Box 839966, San Antonio, Texas 78283-3966 prior to bid opening. 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 City 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.

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

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

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

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

Changes to 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 online through WebEx at 2:30 p.m. central time on the day the bids are due.

Join by phone:

415-655-0001 (Toll-free Dial-In)

Meeting number (access code): 177 587 8554

Meeting 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 §2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with City. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

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

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

By submitting a 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.

Unfair Advancement of Private Interests. Pricing and discounts contained in this contract are for use by City departments conducting City business. City employees may not use their positions to obtain special treatment or prices that are not available to the general public.

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

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, 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 for an annual contract for off road equipment needed for road maintenance, movement of raw materials and supply management **upon award through November 30, 2021**:

Description	FY 2021 Upon Contract Award	FY 2022 Before 11/30/2021	Total
Item 1 - Trailer Mounted Compressor	1	5	6
Item 2 - 8,000 lbs. LPG Forklift with Tow Receiver	4	1	5
Item 3 - 8,000 lbs. LPG Forklift	1	1	2
Item 4 - 6,000 lbs. Pneumatic Tired Forklift LPG	1	1	2
Item 5 - 6,000 lbs. Rough Terrain Diesel Forklift	1	0	1
Item 6 - Mini Excavator	0	1	1
Item 7 - Enclosed Wheeled Skid Loader with Attachments	0	2	2
Item 8 - Enclosed Wheeled Skid Loader with Auger & Breaker	1	0	1
Item 9 - Enclosed Wheeled Skid Loader with Auger	1	0	1
Item 10 - Enclosed Wheeled Skid Loader with Breaker	1	0	1
Item 11 - Articulated Wheeled Loader with a Minimum 4.25 Cubic Yard Bucket	2	2	4
Item 12 - Track Loader Minimum 3 Cubic Yard Bucket	1	0	1
Item 13 - DELETED			
Item 14 - Tired Pneumatic Roller	4	0	4
Item 15 - Tandem Axle Motor Grader	1	0	1
Item 16 - Trailer Mounted Oil Distributor	0	2	2
Item 17 - Loader Backhoe with 24" Bucket	0	1	1
Item 18 - Double Drum Vibratory Roller	2	0	2
Item 19 – Padfoot Vibratory Roller (ADDED)	1	0	1
Estimated Total Quantity:			38

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 City of San Antonio reserves the right to increase or decrease quantity of units being purchased through the production "cut-off" date submitted on the bid for the particular item, depending on availability of funds. Prices may not be increased during this period; however, the City should benefit from any price decrease. Additional units may be purchased on an "as needed" basis. Bidder is required to provide all production "cut-off" dates necessary for order submission in their bid response.

4.2.2 Equipment shall be manufacturer's latest design, standard production model and shall have been manufactured within the last 12 months from the date of delivery to City. All components shall be installed new, unused, and shall be manufacturer's standard equipment unless otherwise specified or replaced herein. Equipment shall 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 in the U.S. market, or in the local area, is in doubt. All equipment will conform to the best practices known to the body trade in design, quality of material and workmanship. Assemblies, subassemblies, and component parts shall be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid.

4.2.3 Equipment must include the maximum standard manufacturer's warranty on all components, with parts and service included. **All components, parts and service shall include, a one year or 2000 hours warranty or the manufacturer's standard commercial warranty.** All warranty times shall start the date the vehicle is placed in service as determined by the City, not on the delivery date. The dealer will be notified by letter of the in-service date of each vehicle by serial number. Bidder shall fully explain the warranty by attaching separate, authenticated correspondence, or entering such information in the remarks section of this bid. Warranty, reliability, and replacement captive parts costs and availability shall be a consideration in award of this bid. Warranty parts and service must be available within 50 mile radius of San Antonio City Hall from and by a factory-authorized dealer (NO EXCEPTIONS). In the event that a unit purchased from a vendor requires transportation outside of Bexar

County for a repair covered under warranty, that vendor shall be responsible for paying for all cost associated with the transportation to and from the warranty repair facility. If the vendor chooses to travel to inspect the unit to determine if the repair needed is covered under warranty, all expenses shall be paid for by the vendor. All warranty repairs must be completed within three (3) business days from the date equipment is delivered to the vendor unless otherwise approved by the appropriate City of San Antonio BESD Fleet Operations Manager or designee. Bidders must certify that all repairs needed after the warranty period will be available within 50 mile radius of San Antonio City Hall.

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

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

Delivery to a non-specified location will result in non-acceptance of the equipment by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS. Vehicles will be accepted 8:00 A.M. to 3:00 P.M. central time. Vehicles with more than 500 miles accumulated on the odometer will not be accepted. All vehicles are required to have a full tank(s) when delivered to City specified location.

- 4.2.5 Equipment Manuals – Successful bidder shall furnish one set of operator manuals covering all major components of the vehicle for each unit delivered. Successful bidder shall also provide two (2) complete sets of repair and parts manuals, or USB drives, or on-line access for each item bid, to include all major components, or prepaid 8-year subscription to manufacturer's maintenance/parts web site at no cost to the City. If, applicable, successful bidder shall provide a minimum of two (2) diagnostic software licenses and or software updates if diagnostic software is already currently being used by the City for a minimum five (5) years after date of delivery.
- 4.2.6 Training – The City may require operational and maintenance training for equipment. If so, training shall be provided by a qualified instructor and conducted at a designated City facility. The City will not pay any cost incurred by the successful bidder in providing training. Training shall be provided no later than 30 days after the City takes delivery and accepts the new equipment at the specified City facility. Unless otherwise specified, training shall consist of a minimum of one (1), eight (8) hour day. Payment for new equipment will not be made to successful bidder until training is completed. Operator training shall be coordinated with Fleet Operations staff. For equipment requiring more complex operation the City may require job site operational training that could last multiple days to assure proper machine operation.
- 4.2.7 Demonstrations – The City may request, from selected vendors, a demonstration of proposed equipment. The City is under no obligation to demo all products proposed by vendors. If a demonstration is required, the City's Fleet Operations Manager will contact the vendor to schedule the product demonstration. This request will be considered an integral part of the bid process. Failure to comply may result in the bid being deemed nonresponsive, and therefore, not considered for award. Upon request, the vendor shall have a minimum of five (5) working days to provide and deliver the equipment to a location specified by City for the demonstration. The vendor shall make the equipment available for a minimum of five (5) working days at City's location, but not to exceed ten (10) working days.
- 4.2.8 Evaluation – In the event that a demonstration is required, the equipment will be evaluated to determine if the unit meets the minimum bid specifications at the City's discretion.
- 4.2.9 All prices will be quoted F.O.B., designated City of San Antonio facility. All bids should include complete manufacturer's specifications for each model being bid.
- 4.2.10 Any equipment furnished must meet all Federal and State safety requirements and must be certified as minimum Tier IV Interim emissions compliant. Tier IV shall be offered. The engine offered by bidder must meet the Environmental Protection Agency (EPA) emission standards in effect at the time the bid is submitted. Bidder shall submit a copy of the applicable EPA certificate with its bid.
- 4.2.11 Unless otherwise specified, all equipment is to be standard OEM colors.
- 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	ESTIMATED QUANTITY	DESCRIPTION
	1	6	Trailer Mounted Compressor
4.3.1	ENGINE - Diesel, minimum 4 cylinder, minimum 70 horsepower, air or water cooled, 12 volt cranking/charging system, hour meter, low oil, high temperature shutdown, oil, and temperature gauges. Unit shall be equipped with a two-stage air cleaner system with service indicator, and a full flow oil filter with spin on replacement. Engine protection system/shut down system for low oil pressure, high engine coolant, and oil temperature.		
4.3.2	COMPRESSOR – Unit shall be equipped with a minimum 250 CFM. Operating pressure (rated) shall be a minimum 100 PSI. Compressor and engine combination must meet current EPA low level noise requirements. Unit shall have a high discharge air temperature shutdown included, with a discharge air pressure gauge, dry type air cleaner element and oil cooler.		
4.3.3	DISCHARGE Manifold -To include two (2) service valves.		
4.3.4	DOORS - Lockable full side access doors, hinged at top, devices to safely hold doors in the open position are required. Two heavy duty padlocks, keyed alike for securing the doors.		
4.3.5	TRAILER - Two wheels with tow bar, heavy duty lunette, retractable support leg with wheel, trailer shall be equipped with electrical brakes, combination stop/tum signal lights, license plate bracket with light, required reflectors and parking brake. Lighting and brakes must meet TXDOT standards. Successful bidder shall install (on trailer) a seven pin hook-up and supply vehicle portion hookup, and brake controller.		
4.3.6	FUEL TANK -Must provide adequate capacity for eight (8) hours of operation. Unit shall be equipped with a minimum capacity of 29 diesel gallons. Compressors are required to be operation ready and delivered to ground.		
4.3.7	ACCESSORIES -Two (2) 50' length of air hose minimum 3/4" diameter with quick disconnect couplings mounted on two (2) locking hose reels. Tool storage compartment shall be under a lockable canopy. A high volume (minimum 1.5 gallon capacity) oiler will be piped to a full capacity connection. Oiler inlet and outlet shall be 1.25" diameter, minimum, with on/off valve between full capacity outlet and oiler. One each air delivery gun with positive on/off control, barrel approximately 36 inches long with an approximate 1/2" inside diameter.		
4.3.8	PART AVAILABILITY – All parts are required to be available within the continental United States. Manufacturer Distribution Centers shall be located within the continental United States .		
4.3.9	MISCELLANEOUS – Solid Waste Management will replace #4687 upon contract award, and 469911 pending funding appropriation in FY 2022. Public Works will replace #0635, #0817, #0818, and #0820 pending funding appropriation in FY 2022. This item is replacing Ingersoll Rand P250-WJD and Sullair 260 JD air compressors.		
4.3.10	ACCEPTABLE MODEL: Doosan P250-MHP 185 Flex Air, Kaeser M82, Sullivan-Palatek D260PDKR, or City approved equal.		

4.4	ITEM	ESTIMATED QUANTITY	DESCRIPTION
	2	5	8,000 lbs. LPG Forklift with Tow Receiver
4.4.1	ENGINE: LPG fueled engine. Both liquid cooled and air cooled engines are acceptable. Must be EPA compliant fuel system and U.L classified type LPG. Hour meter, oil pressure gauge, coolant temperature gauge, amp-meter, "brake on" indicator, and fuel gauge to inform operator of forklift condition. Engine protection system for low oil pressure, high engine coolant, and oil temperature, such as dash warning lights or blinking indicators.		
4.4.2	LOAD CAPACITY: Upright mast assembly capable of lifting a minimum of 8,000 lbs.		

- 4.4.3 FUEL SYSTEM: Forklift shall include two (2) refillable tanks: (1) tank installed on the forklift and (1) reserve tank to be available for quick exchange. Tanks supplied shall be filled with propane prior to delivery. Forklift is required to be operation ready and delivered to ground.
- 4.4.4 TRANSMISSION: Single forward and reverse speed power-shift automatic transmission with neutral indicator.
- 4.4.5 GROUND CLEARANCE: Minimum 4.5" inches.
- 4.4.6 TIRES: Industry pneumatic tire for size offered by manufacturer.
- 4.4.7 LIFT SYSTEM: Maximum upright assembly with forks lowered shall be a minimum of 91". Minimum free lift shall be 45". Hydraulic lines shall be protected with a return line filter and suction screen.
- 4.4.8 FORKS: Forks to be a minimum 48" long with a minimum thickness of 2" and minimum width of 6".
- 4.4.9 FORK POSITIONERS: Cascade brand, or equivalent, quiet operation fork positioner that does not have metal on metal moving parts for corrosion prevention. Fork position must be able to be adjusted with in cab controls.
- 4.4.10 TOW RECIEVER: Rhino brand hitch receiver, or equivalent, that is custom ordered for 8000lb towing to fit on forks that has a standard 2" receiver tube to accept standard ball, pintle, or hook inserts. Photo example below.



- 4.4.11 BRAKES: Unit to be equipped with a brake system.
- 4.4.12 ACCESSORIES: Power steering, audible back-up alarm, low LPG fuel warning light, amber strobe light, overhead panel, roll over protection, (2) mounted adjustable head lights, taillights and turn signals, control levers, tilt steering wheel, seatbelt, armrests, and a minimum of one (1) rear view convex mirror shall be provided. A horn, grab bar for assistance with getting into driver's seat and a clear plexiglass cover over wire mesh roof shall be equipped. A horn, grab bar for assistance with getting into driver's seat and a clear roof or wire mesh roof is required.
- 4.4.13 PART AVAILABILITY – All parts are required to be available within the continental United States. **Manufacturer Distribution Centers shall be located within the continental United States .**
- 4.4.14 DIAGNOSTIC SOFTWARE: Forklift's bid must be a brand supported by Jaltest diagnostic software to allow the City maintenance shop to perform in-house maintenance.
- 4.4.15 MISCELLANEOUS: These specifications will provide Solid Waste Management with replacement forklifts #4525, #3101, #5585, and #2847 upon contract award; and #552811 pending funding appropriation in FY 2022. **Equipment being replaced are obsolete forklifts: Nissan P30K, Nissan JP40, Nissan JP60, and Nissan PD80H, or City approved equal.**

4.5	ITEM	ESTIMATED QUANTITY	DESCRIPTION
	3	2	8,000 lbs. LPG Forklift

- 4.5.1 ENGINE: LPG fueled engine. Both liquid cooled and air cooled engines are acceptable. Must be EPA compliant fuel system and U.L classified type LPG. Hour meter, oil pressure gauge, coolant temperature gauge, amp-meter, "brake on" indicator, and fuel gauge to inform operator of forklift condition. **Engine protection system for low oil pressure, high engine coolant, and oil temperature, such as dash warning lights or blinking indicators.**
- 4.5.2 LOAD CAPACITY: Upright mast assembly capable of lifting a minimum of 8,000 lbs.

- 4.5.3 FUEL SYSTEM: Forklift shall include two (2) refillable tanks: (1) tank installed on the forklift and (1) reserve tank to be available for quick exchange. Tanks supplied shall be filled with propane prior to delivery. Forklift is required to be operation ready and delivered to ground.
- 4.5.4 TRANSMISSION: Single forward and reverse speed power-shift automatic transmission with neutral indicator.
- 4.5.5 GROUND CLEARANCE: Minimum 4.5" inches.
- 4.5.6 TIRES: Industry pneumatic tire for size offered by manufacturer.
- 4.5.7 LIFT HEIGHT: Maximum upright assembly with forks lowered shall be a minimum of 91". Minimum free lift shall be 45". Hydraulic lines shall be protected with a return line filter and suction screen.
- 4.5.8 FORKS: Forks to be a minimum 48" long with a minimum thickness of 2" and minimum width of 6".
- 4.5.9 BRAKES: Unit to be equipped with a brake system.
- 4.5.10 ACCESSORIES: Power steering, audible back-up alarm, low LPG fuel warning light, amber strobe light, overhead panel, roll over protection, (2) mounted adjustable head lights, taillights and turn signals, control levers, tilt steering wheel, seatbelt, armrests, and a minimum of one (1) rear view convex mirror. A horn, grab bar for assistance with getting into driver's seat and a clear roof or wire mesh roof is required.
- 4.5.11 PART AVAILABILITY – All parts are required to be available within the continental United States. **Manufacturer Distribution Centers shall be located within the continental United States .**
- 4.5.12 DIAGNOSTIC SOFTWARE: Forklift's bid must be a brand supported by Jaltest diagnostic software to allow the City maintenance shop to perform in-house maintenance.
- 4.5.13 MISCELLANEOUS: These specifications will provide Solid Waste Management with replacement forklifts #4633 upon contract award and #4634 pending funding appropriation in FY 2022. **Equipment being replaced are Doosan G35S-5 forklifts.**

4.6	ITEM	ESTIMATED QUANTITY	DESCRIPTION
		2	6,000 lb. Pneumatic Tired Forklift LPG
4.6.1	ENGINE: LPG fueled engine. Both liquid cooled and air cooled engines are acceptable. Must be EPA compliant fuel system and U.L classified type LPG. Engine protection system for low oil pressure, high engine coolant, and oil temperature, such as dash warning lights or blinking indicators.		
4.6.2	LOAD CAPACITY: Unit rated at 6,000 lbs. on 24 inch load center.		
4.6.3	FUEL TANK(S): Forklift shall include two (2) refillable tanks: (1) tank installed on the forklift and (1) reserve tank to be available for quick exchange. Tanks supplied shall be filled with propane prior to delivery. Forklift is required to be operation ready and delivered to ground.		
4.6.4	TRANSMISSION: Power shift with minimum one (1) forward and one (1) reverse gear. All configurations shall have neutral safety start switch and single lever control for reversing directions.		
4.6.5	INSTRUMENTATION: Hour meter, engine oil, coolant temperature, hydraulic system restriction, alternator charge, neutral start position, fuel gauges and "brake on" indicator.		
4.6.6	TIRE SIZE: Manufacturer's standard pneumatic tire.		
4.6.7	LIFT SYSTEM: Maximum upright assembly with forks lowered shall be a minimum of 91". Minimum free lift shall be 45". Hydraulic lines shall be protected with a return line filter and suction screen.		
4.6.8	FORKS: Forks to be a minimum 48" long with a minimum thickness of 2" and minimum width of 6".		

- 4.6.9 MAST TILT: Forks and lift capable of moving at minimum 5° forward (loaded) and minimum 5° backwards (loaded).
- 4.6.10 BRAKES: Unit equipped with a brake system; parking and service.
- 4.6.11 ACCESSORIES: Power steering, audible back-up alarm, low LPG fuel warning light, amber strobe light, overhead panel, roll over protection, two mounted adjustable head lights, taillights and turn signals, hood mounted control levers, tilt steering wheel, seatbelt, armrests, and a minimum one (1) rear view convex mirror.
- 4.6.12 PART AVAILABILITY – All parts are required to be available within the continental United States. **Manufacturer Distribution Centers shall be located within the continental United States .**
- 4.6.13 DIAGNOSTIC SOFTWARE: Forklift’s bid must be a brand supported by Jaltest diagnostic software to allow the City maintenance shop to perform in-house maintenance.
- 4.6.14 MISCELLANEOUS: These specifications will replace #1478 for Public Works upon contract award. Pending FY 2022 funding appropriation #0493 will be replaced for the Building and Equipment Services Department. **Equipment being replaced is a Clark CQ30-LP and a Doosan GC30E-5.**

4.7	ITEM	ESTIMATED QUANTITY	DESCRIPTION
	5	1	6,000 lb. Rough Terrain Diesel Forklift

- 4.7.1 ENGINE: Diesel fueled engine. Both water cooled and air cooled engines are acceptable. **Engine protection system for low oil pressure, high engine coolant, and oil temperature, such as dash warning lights or blinking indicators.**
- 4.7.2 DIAGNOSTIC SOFTWARE: Forklift’s bid must be a brand supported by Jaltest diagnostic software to allow the City maintenance shop to perform in-house maintenance.
- 4.7.3 FUEL: Minimum 18 gallon diesel tank.
- 4.7.4 TRANSMISSION: Power shift with minimum one (1) forward and one (1) reverse gear. All configurations shall have neutral safety start switch and single lever control for reversing directions.
- 4.7.5 LOAD CAPACITY: Unit rated at 6,000 lbs. on 24 inch load center. Fork length shall be a minimum 48” inches.
- 4.7.6 INSTRUMENTATION: Hour meter, engine oil, coolant temperature, hydraulic system restriction, alternator charge, neutral start position, fuel gauges and “brake on” indicator.
- 4.7.7 TIRE SIZE: Traction pneumatic tire that is specific to rough terrain.
- 4.7.8 LIFT SYSTEM: Maximum upright assembly with forks lowered shall be a minimum of 91”. Minimum free lift shall be 45”. Hydraulic lines shall be protected with a return line filter and suction screen.
- 4.7.9 FORKS: Forks to be a minimum 48” long with a minimum thickness of 2” and minimum width of 6”.
- 4.7.10 MAST TILT: Forks and lift capable of moving at minimum 5° forward (loaded) and minimum 5° backwards (loaded).
- 4.7.11 BRAKES: Unit equipped with a brake system; parking and service.
- 4.7.12 ACCESSORIES: Power steering, audible back-up alarm, amber strobe light, overhead panel, roll over protection, two mounted adjustable head lights, taillights and turn signals, hood mounted control levers, tilt steering wheel, seatbelt, armrests, and a minimum one (1) rear view convex mirror. A horn, grab bar for assistance with getting into driver’s seat and a clear roof or wire mesh roof is required.
- 4.7.13 PART AVAILABILITY – All parts are required to be available within the continental United States. **Manufacturer Distribution Centers shall be located within the continental United States .**

- 4.7.14 DIAGNOSTIC SOFTWARE: Forklift's bid must be a brand supported by Jaltest diagnostic software to allow the City maintenance shop to perform in-house maintenance.
- 4.7.15 MISCELLANEOUS: These specifications will replace #2897 for Parks and Recreations upon contract award. Equipment being replaced is a Noble RC60T.

4.8	ITEM	ESTIMATED QUANTITY	DESCRIPTION
	6	1	Mini Excavator

- 4.8.1 ENGINE: Diesel powered engine that produces a minimum of 23 Net HP. Both liquid and air cooled engine are acceptable. Engine protection system for low oil pressure, high engine coolant, and oil temperature, such as dash warning lights or blinking indicators.
- 4.8.2 OPERATING WEIGHT: Minimum 7,700 lbs.
- 4.8.3 FUEL SYSTEM: Diesel tank equipped with a fuel/water separator. Vandal protection for fuel cap if available.
- 4.8.4 TRANSMISSION/DRIVE: Minimum 2 speed- hi/low.
- 4.8.5 BATTERY: Excavator shall have a minimum 12 volt starting/charging system.
- 4.8.6 BLADE HEIGHT: Minimum 8".
- 4.8.7 BOOM LENGTH: Longest length boom length preferred; minimum 16ft reach.
- 4.8.8 PROTECTION: ROPS, TOPS, and top guard projection is required.
- 4.8.9 BOOM SWING: Left swing minimum 65° and right swing minimum 50°
- 4.8.10 CAB/ CONTROL PANEL: Open air cabin with suspension cushion vinyl seating with seatbelt. Operator shall be able to conveniently see water temperature, oil pressure, voltmeter, hour meter, and fuel gauge. Excavator shall be supplied with a reverse alarm, rear view mirror, parking brake, and horn.
- 4.8.11 LIGHTING: Two LED work lights shall be provided. One (1) overhead cab mounted LED light and one (1) LED boom light are required. Aftermarket brands are acceptable.
- 4.8.12 TRACK SHOE WIDTH: Minimum 9".
- 4.8.13 DIGGING DEPTH: Minimum 9ft.
- 4.8.14 TRACK: Rubber track shall be provided with a maximum ground pressure of 4.8 psi.
- 4.8.15 COUPLER: Unit will be equipped with a quick connect coupler.
- 4.8.16 BUCKET(S): Unit will be equipped with one 24" digging bucket with teeth, and one ditch cleaning bucket with minimum 36" smooth edge.
- 4.8.17 PART AVAILABILITY – All parts are required to be available within the continental United States. Manufacturer Distribution Centers shall be located within the continental United States.
- 4.8.18 DIAGNOSTIC SOFTWARE: Equipment bid must be a brand supported by Jaltest diagnostic software to allow the City maintenance shop to perform in-house maintenance.
- 4.8.19 MISCELLANEOUS: These specifications will replace #245211 for Parks & Recreation pending funding appropriation in FY 2022. Equipment being replaced is a Terex TC35.
- 4.8.20 ACCEPTABLE MODELS: Case CX37C, Caterpillar 303.5E2, Doosan DX35-5, Kubota 35-4, John Deere 35G, or City approved equal.

4.9	ITEM	ESTIMATED QUANTITY	DESCRIPTION
	7	2	Enclosed Wheeled Skid Loader with Attachments
4.9.1	Diesel powered engine able to produce a minimum gross 69 HP. Liquid cooled engine required. Engine protection system/shut down system for low oil pressure, high engine coolant, and oil temperature, such as dash warning lights or blinking indicators.		
4.9.2	ELECTRICAL: 12 Volt systems shall be provided.		
4.9.3	OPERATING WEIGHT: Minimum 6,793 lbs.		
4.9.4	TRANSMISSION/DRIVE: 2 speed transmission.		
4.9.5	WHEELS: Minimum 12 x 16.5, solid off road tires, general purpose.		
4.9.6	BRAKE SYSTEM: Braking system to be manufacturers design.		
4.9.7	FUEL SYSTEM: Diesel, minimum 19 gallon tank.		
4.9.8	ENGINE CONTROL, CAB, & INSTRUMENTATION: Unit shall come equipped with six (6) individual ignition start codes or a key operated ignition/starter switch, throttle, and main battery disconnect switch. Unit to be HVAC equipped. Windshield wipers and a rear view mirror are to be equipped. Electronic monitor indicates fuel level, low battery charge, lube oil pressure, high coolant temperature, and engine hours. Unit to be operated by a joystick controls.		
4.9.9	CAB: Unit shall be fully sealed and supplied with HVAC. Cab shall have wiper and washer.		
4.9.10	COUPLER: Unit to be equipped with a switch activated quick-connect coupler design to remove and fasten different attachments. Auxiliary hydraulics, standard flow.		
4.9.11	LIGHTING: Item shall operate at night and early morning requiring operating lights. Four LED working lights shall be supplied (two front and two rear) and equipped with lifting eyes. Lifting eyes will be used when additional assistance is needed to remove from a ditch.		
4.9.12	BUCKET: Wide edge bucket to be minimum 72" width with 16 cubic foot heaped capacity.		
4.9.13	ATTACHMENTS:		
	4.9.13.1 One (1) Brush Grapple attachment to be a top grab grapple type.		
	4.9.13.2 One (1) adjustable pallet forks, minimum 42" with counterbalance weight kit.		
4.9.14	SAFETY: Seatbelt and audible back up alarm to be equipped.		
4.9.15	PART AVAILABILITY – All parts are required to be available within the continental United States. Manufacturer Distribution Centers shall be located within the continental United States.		
4.9.16	DIAGNOSTIC SOFTWARE: Equipment bid must be a brand supported by Jaltest diagnostic software to allow the City maintenance shop to perform in-house maintenance.		
4.9.17	MISCELLANEOUS: These specifications will replace #245011 and #245112 for Parks & Recreation pending FY 2022 appropriation. Equipment being replaced is a Terex TSR-70		
4.9.18	ACCEPTABLE MODELS: Bobcat S595, Case SR210B, Cat 242D3, JCB 215, John Deere 320G, Volvo MC105C, or City approved equal.		

4.10	ITEM	ESTIMATED QUANTITY	DESCRIPTION
	8	1	Enclosed Wheeled Skid Loader w/ Auger & Breaker

- 4.10.1 ENGINE: Diesel powered engine able to produce a minimum gross 69 HP. Liquid cooled engine is acceptable. Engine protection system/shut down system for low oil pressure, high engine coolant, and oil temperature, such as dash warning lights or blinking indicators.
- 4.10.2 ELECTRICAL: 12 Volt systems shall be provided.
- 4.10.3 OPERATING WEIGHT: Minimum 6,793 lbs.
- 4.10.4 TRANSMISSION/DRIVE: 2 speed transmission
- 4.10.5 WHEELS: Minimum 12 x 16.5, solid off road tires, general purpose.
- 4.10.6 BRAKE SYSTEM: Braking system to be manufacturers design.
- 4.10.7 FUEL SYSTEM: Diesel, minimum 19 gallon tank.
- 4.10.8 ENGINE CONTROL, CAB, & INSTRUMENTATION: Unit shall come equipped with six (6) individual ignition start codes or a key operated ignition/starter switch, throttle, and main battery disconnect switch. Unit to be HVAC equipped. Windshield wipers and a rear view mirror are to be equipped. Electronic monitor indicates fuel level, low battery charge, lube oil pressure, high coolant temperature, and engine hours. Unit to be operated by a joystick controls.
- 4.10.9 CAB: Unit shall be fully sealed and supplied with HVAC. Cab shall have wiper and washer.
- 4.10.10 COUPLER: Unit to be equipped with a switch activated quick-connect coupler design to remove and fasten different attachments. Auxiliary hydraulics, standard flow.
- 4.10.11 LIGHTING: Item shall operate at night and early morning requiring operating lights. Four LED working lights shall be supplied (two front and two rear) and equipped with lifting eyes. Lifting eyes will be used when additional assistance is needed to remove from a ditch.
- 4.10.12 BREAKER: One (1) Hydraulic breaker capable of 1250 blows per minute and have a tool diameter of 2.5" " or tool diameter corresponding to the skid loader being offered.
- 4.10.13 AUGER: Manufacturer's or aftermarket auger for skid loader. Diameter to be a minimum of 12". Length minimum is 3ft.
 - 4.10.13.1 BUCKET: Dirt bucket is not required. Division intends to only use the auger and breaker.
- 4.10.14 SAFETY: Seatbelt and audible back up alarm to be equipped.
- 4.10.15 PART AVAILABILITY – All parts are required to be available within the continental United States. Manufacturer Distribution Centers shall be located within the continental United States .
- 4.10.16 DIAGNOSTIC SOFTWARE: Equipment bid must be a brand supported by Jaltest diagnostic software to allow the City maintenance shop to perform in-house maintenance.
- 4.10.17 MISCELLANEOUS: These specifications will replace #2001 for Parks & Recreation upon award. Equipment being replaced is a Cat 242B3.
- 4.10.18 ACCEPTABLE MODELS: Bobcat S595, Case SR210B, Cat 242D3, JCB 215, John Deere 320G, Volvo MC105C, or City approved equal.

4.11	ITEM	ESTIMATED QUANTITY	DESCRIPTION
	9	1	Enclosed Wheeled Skid Loader with Auger

- 4.11.1 ENGINE: Diesel powered engine able to produce a minimum gross 69 HP. Liquid cooled engine is acceptable. Engine protection system for low oil pressure, high engine coolant, and oil temperature, such as dash warning lights or blinking indicators.
- 4.11.2 ELECTRICAL: 12 Volt systems shall be provided.
- 4.11.3 OPERATING WEIGHT: Minimum 6,793 lbs.
- 4.11.4 TRANSMISSION/DRIVE: 2 speed transmission.
- 4.11.5 WHEELS: Minimum 12 x 16.5, solid off road tires, general purpose.
- 4.11.6 BRAKE SYSTEM: Braking system to be manufacturers design.
- 4.11.7 FUEL SYSTEM: Diesel, minimum 19 gallon tank.
- 4.11.8 ENGINE CONTROL, CAB, & INSTRUMENTATION: Unit shall come equipped with six (6) individual ignition start codes or a key operated ignition/starter switch, throttle, and main battery disconnect switch. Unit to be HVAC equipped. Windshield wipers and a rear view mirror are to be equipped. Electronic monitor indicates fuel level, low battery charge, lube oil pressure, high coolant temperature, and engine hours. Unit to be operated by a joystick controls.
- 4.11.9 CAB: Unit shall be fully sealed and supplied with HVAC. Cab shall have wiper and washer.
- 4.11.10 COUPLER: Unit to be equipped with a switch activated quick-connect coupler design to remove and fasten different attachments. Auxiliary hydraulics, standard flow.
- 4.11.11 LIGHTING: Item shall operate at night and early morning requiring operating lights. Four LED working lights shall be supplied (two front and two rear) and equipped with lifting eyes. Lifting eyes will be used when additional assistance is needed to remove from a ditch.
- 4.11.12 AUGER: Manufacturer's or aftermarket auger for skid load. Auger diameter to be 36" for tree planting. Length to be a minimum of 3ft.
- 4.11.13 BUCKET: Manufacture's standard dirt bucket
- 4.11.14 SAFETY: Seatbelt and audible back up alarm to be equipped.
- 4.11.15 PART AVAILABILITY – All parts are required to be available within the continental United States. Manufacturer Distribution Centers shall be located within the continental United States.
- 4.11.16 DIAGNOSTIC SOFTWARE: Equipment bid must be a brand supported by Jaltest diagnostic software to allow the City maintenance shop to perform in-house maintenance.
- 4.11.17 MISCELLANEOUS: These #250311 for Parks & Recreation upon award. Equipment being replaced is a John Deere 318D. This specification is intended to standardize the skid steer loaders sizes that will be received from the same department.
- 4.11.18 ACCEPTABLE MODELS: Bobcat S595, Case SR210B, Cat 242D3, JCB 215, John Deere 320G, Volvo MC105C, or City approved equal.

4.12	ITEM	ESTIMATED QUANTITY	DESCRIPTION
	10	1	Enclosed Wheeled Skid Loader with Breaker
4.12.1	ENGINE: Diesel powered engine that produces a minimum gross 69 HP. Liquid cooled engine is acceptable. Engine protection system/shut down system for low oil pressure, high engine coolant, and oil temperature, such as dash warning lights or blinking indicators.		
4.12.2	ELECTRICAL: 12 Volt systems shall be provided.		

- 4.12.3 OPERATING WEIGHT: **Minimum 6,793 lbs.**
- 4.12.4 TRANSMISSION/ DRIVE: **2 speed transmission.**
- 4.12.5 TIRES: Items shall be supplied with pneumatic off road tires that are per the manufacturer's design.
- 4.12.6 BRAKE SYSTEM: Unit to be equipped with manufacturer's break design.
- 4.12.7 FUEL SYSTEM: Diesel, minimum 12 gallon tank. A DEF tank is to be equipped, if applicable.
- 4.12.8 ENGINE CONTROL & INSTRUMENTATION: Six (6) individual ignition start codes, or a key operated ignition/starter switch, throttle, and main battery disconnect switch. Electronic monitor indicates fuel level, low battery charge, lube oil pressure, high coolant temperature, and engine hours. Controls for speed, direction, boom, and bucket operation.
- 4.12.9 LIGHTS: Item shall operate at night and early morning requiring operating lights. Four LED working lights shall be supplied (two front and two rear) and equipped with lifting eyes. **Lifting eyes will be used unit when additional assistance is needed to remove from a ditch.**
- 4.12.10 TURNING RADIUS: Minimum 79".
- 4.12.11 COUPLER: Unit to be equipped with a switch activated quick connect coupler design to remove and fasten different attachments. Auxiliary hydraulics, standard flow.
- 4.12.12 CAB: Unit shall be fully sealed and supplied with HVAC. Cab shall have wiper and washer.
- 4.12.13 ATTACHMENTS:
 - 4.12.13.1 One (1) Bucket minimum 72" width for 16 cubic foot heaped capacity; lifting eyes.
 - 4.12.13.2 **One (1) Hydraulic breaker capable of 1250 blows per minute and have a tool diameter of 2.5" or tool diameter corresponding to the skid loader being offered.**
- 4.12.14 SAFETY: Seatbelt and audible back up alarm to be equipped with horn. Standard ROPS, FOPS, with safety screen sides and rear.
- 4.12.15 PART AVAILABILITY – All parts are required to be available within the continental United States. **Manufacturer Distribution Centers shall be located within the continental United States.**
- 4.12.16 DIAGNOSTIC SOFTWARE: Equipment bid must be a brand supported by Jaltest diagnostic software to allow the City maintenance shop to perform in-house maintenance.
- 4.12.17 MISCELLANEOUS: These specifications will replace #2950 for Parks & Recreation upon award.
- 4.12.18 **ACCEPTABLE MODELS: Bobcat S595, Case SR210B, Cat 242D3, JCB 215, John Deere 320G, Volvo MC105C, or City approved equal.**

4.13	ITEM	ESTIMATED QUANTITY	DESCRIPTION
		11	4
			Articulated Wheeled Loader with a minimum 4.25 Cubic Yard Bucket
4.13.1	ENGINE: Minimum diesel Tier 4i engine with a minimum 408 in ³ displacement, minimum 190 net HP with 6 cylinders. Engine shall be protected to -20°F, dry type two- stage air cleaner with service indicator, full flow oil filter and two- stage fuel filter with water separator. Shall include engine a pre-cleaner. Programmable hydraulic-driven engine cooling fan with reverse rotation. Engine protection system for low oil pressure, high engine, or hydraulic temperature; said equipment shall be OEM, or aftermarket equal.		
4.13.2	OPERATING WEIGHT: Minimum operating weight shall be 35,000 lbs.		

- 4.13.3 TRANSMISSION – Automatic torque converter and minimum four speed forward and 3 speed reverse transmission; Hydrostatic Drive is acceptable. Unit shall be capable of minimum 15 mph forward and minimum 12 mph in reverse.
- 4.13.4 ELECTRICAL – Minimum 24 volt equipped with a minimum 70 amp alternator; 2-12volt batteries are acceptable.
- 4.13.5 FUEL SYSTEM: Diesel, minimum 67 gallon tank. Full-flow, two-stage fuel filter with water separator. A DEF tank is required.
- 4.13.6 TIRES – Minimum 20.5 R25, 16 ply or greater that is an approved manufacturer's tire that is a minimum 16 ply. Off Road tread tubeless, loader design tires. Rims shall be equipped with valve stem protectors. Unit shall have rear full fenders and power train guard.
- 4.13.7 AXLES, DIFFERENTIALS, & FINAL DRIVES – Unit shall be equipped with a four wheel drive system that has heavy duty semi floating axles; except for units supplied with outboard planetary systems. Torque proportioning differential, positive traction, or selective hydraulic differential lock, is required.
- 4.13.8 BRAKES – Hydraulically actuated, wet disc brakes actuate on all four wheels.
- 4.13.9 STEERING – Center pivot articulated design with power steering and double acting steering cylinders.
- 4.13.10 LIGHTING: Required to have LED overhead flood lights for working pre-dawn or afterhours; lights may be OEM or aftermarket accessories.
- 4.13.11 SAFETY: Back- up alarm and lamp with horn. Rear view mirror, SMV emblem attached to left rear.
- 4.13.12 CAB – ROPS/FOPS: Cab with tinted safety glass windows, air conditioning, heater with defroster, AM/ FM radio, windshield washer, front and rear wipers, reclining suspension seat with seat belt and sun visor. One (1) 12- volt power port. Steering wheel shall be tilt.
- 4.13.13 INSTRUMENTS: Standard instrument gauges to include: speedometer, tachometer, hour meter, engine water temperature, fuel level, hydraulic temperature. Standard instrument warning indicators and lights to include engine oil pressure, engine oil level, air cleaner restriction, parking brake, water level, battery charge, directional indicator, engine water temperature, turn signals, high beam, fuel level, hydraulic temperature. Unit shall be equipped with a cab switch controlled quick connect coupler.
- 4.13.14 ATTACHMENTS: General purpose bucket minimum SAE rated capacity 4.25 cubic yard heap. Minimum dump clearance at 45 degree angle will be 110 inches. Bucket will be equipped with a heavy duty bolt- on type cutting edge. Attachment shall be adaptable to a quick connect cab controlled coupler. ADD GRAPPLE BUCKET
- 4.13.15 LENGTH w/ BUCKET: Loader shall be a minimum of 25' and shall not to exceed 29'.
- 4.13.16 WIDTH OVER TIRES: Total width shall be a minimum of 9' and shall not exceed 10' 1".
- 4.13.17 HINGE PIN HEIGHT: Minimum 13' and shall not exceed 13' 9".
- 4.13.18 ARTICULATED TIPPING LOAD: Tipping load may not exceed 82% of operating weight.
- 4.13.19 BREAKOUT FORCE: Minimum 28,800 lb. ft.
- 4.13.20 VANDALISM PROTECTION – Full OWM vandalism protection package to include locking engine panels, light covers/ guard for brush and debris, fluid cap locking devices, battery box cover with locking device, toolbox with locking device. A heavy duty padlock is acceptable. All locks shall be keyed alike or provided with a keypad. Equipment must be supplied with a master on/ off switch.
- 4.13.21 PART AVAILABILITY – All parts are required to be available within the continental United States. Manufacturer Distribution Centers shall be located within the continental United States .
- 4.13.22 DIAGNOSTIC SOFTWARE: Equipment bid must be a brand supported by Jaltest diagnostic software to allow the City maintenance shop to perform in-house maintenance.

4.13.23 MISCELLANEOUS: These specifications will replace #4632, and #464411 upon contract award for Solid Waste Management. This equipment is replacing a Case 821E and Case 821 XR. Unit#464514 is being reconfigured into 2 loaders.

4.14	ITEM	ESTIMATED QUANTITY	DESCRIPTION
	12	1	Track Loader Minimum 3 Cubic Yard Bucket
4.14.1	ENGINE: Minimum diesel Tier 4i engine with a minimum 180 net HP with 6 cylinders. Engine shall be protected to -20°F, dry type two- stage air clearer with service indicator, full flow oil filter and two- stage fuel filter with water separator. Shall include engine a pre-cleaner. Programmable hydraulic-driven engine cooling fan with reverse rotation. Engine protection system for low oil pressure, high engine, or hydraulic temperature. Said protection system shall be OEM, or aftermarket equal.		
4.14.2	OPERATING WEIGHT: Minimum operating weight shall be 45,000 lbs.		
4.14.3	TRANSMISSION – Hydrostatic Drive transmission shall be equipped.		
4.14.4	ELECTRICAL – Minimum 24 volt equipped with a minimum 80-amp alternator; 2-12volt batteries are acceptable.		
4.14.5	FUEL SYSTEM: Diesel, minimum 84-gallon tank. Full-flow, two-stage fuel filter with water separator. A DEF tank is required.		
4.14.6	TRACKS – Unit shall be equipped with a standard track frame. Track chain shall be heavy duty, sealed and lubricated with hydraulic track adjusters, front idler, and sprocket chain guides. Sprocket segments with recesses and rock guards shall be equipped.		
4.14.7	STEERING – Unit shall be equipped with hydrostatic pedal steering capable of full power turn and counter rotation.		
4.14.8	BRAKES – Unit shall be equipped with hydrostatic braking. An automatic wet, multi-disk spring applied parking brake that is hydraulic released shall be equipped.		
4.14.9	LIGHTING: Required to have LED overhead flood lights for working pre-dawn or afterhours; lights may be OEM or aftermarket accessories.		
4.14.10	SAFETY: Back- up alarm and lamp with horn. Rear view mirror, SMV emblem attached to left rear.		
4.14.11	CAB – ROPS/FOPS: Cab with tinted safety glass windows, air conditioning, heater with defroster, AM/ FM radio, windshield washer, front and rear wipers, reclining suspension seat with seat belt and sun visor. One (1) 12- volt power port.		
4.14.12	INSTRUMENTS: Standard instrument gauges to include: tachometer, hour meter, engine water temperature, fuel level, hydraulic temperature. Standard instrument warning indicators and lights to include engine oil pressure, engine oil level, air cleaner restriction, parking brake, water level, battery charge, and engine water temperature. Unit shall be equipped with a cab switch controlled quick connect coupler.		
4.14.13	ATTACHMENTS: General purpose bucket minimum SAE rated capacity 3.00 cubic yard heaped. Minimum dump height at 45-degree angle shall be 9' (ft.). Bucket will be equipped with a heavy-duty bolt- on type teeth.		
4.14.14	LENGTH w/ BUCKET: Loader shall be a minimum of 22' (ft.) and shall not to exceed 26' (ft.).		
4.14.15	WIDTH OVER TRACKS: Total width shall be a minimum of 5' (ft.) and shall not exceed 8' (ft.).		
4.14.16	HINGE PIN HEIGHT: Minimum 12' 11" and shall not exceed 13' 9".		
4.14.17	STATIC TIPPING LOAD: Tipping load minimum 31,597 lbs.		
4.14.18	BREAKOUT FORCE: Minimum 36,869 lbs.		

- 4.14.19 VANDALISM PROTECTION – Full OWM vandalism protection package to include locking engine panels, light covers/ guard for brush and debris, fluid cap locking devices, battery box cover with locking device, toolbox with locking device. A heavy-duty padlock is acceptable. All locks shall be keyed alike or provided with a keypad. Equipment must be supplied with a master on/ off switch.
- 4.14.20 PART AVAILABILITY – All parts are required to be available within the continental United States. **Manufacturer Distribution Centers shall be located within the continental United States.**
- 4.14.21 DIAGNOSTIC SOFTWARE: Equipment bid must be a brand supported by Jaltest diagnostic software to allow the City maintenance shop to perform in-house maintenance.
- 4.14.22 ACCEPTABLE MODEL: John Deere 755D or approved equal.
- 4.14.23 MISCELLANEOUS: These specifications will replace #457311 upon contract award for Solid Waste Management. **This equipment is replacing John Deere 755D.**

4.15	ITEM	ESTIMATED QUANTITY	DESCRIPTION
	13		DELETED

4.16	ITEM	ESTIMATED QUANTITY	DESCRIPTION
	14	4	Tired Pneumatic Roller

- 4.16.1 ENGINE - Diesel, powered engine capable of minimum 100 horsepower. Engine and hydraulic cooling to allow work in high ambient temps. Fill points to allow ease of filling and daily fluid checks. Engine shall have fuel filter and water separator and fuel priming pump. Fuel tank capacity shall be minimum 35 gallon with minimum 5 gallon DEF tank. Electrical system shall be 12 volts with minimum 55 ampere alternator. **Engine protection system for low oil pressure, high engine coolant, and oil temperature, such as dash warning.**
- 4.16.2 DRIVE: Hydrostatic drive with 2 speed ranges and coasting feature for smooth speed transitions. Ground speed shall be capable of a minimum 12 mph. Traction control required.
- 4.16.3 BRAKES – Service braking to be dynamic through the hydrostatic transmission and activated by foot applied. Parking brake shall be spring applied, hydraulically released.
- 4.16.4 WHEELS – Rollers to have nine (9) wheels, five (5) front tires and four (4) on the rear. The four (4) on the rear are to be drive wheels. Front wheels to oscillate, individually or in pairs. Rollers to be equipped with 7:50 X 15, 14 ply smooth compactor type tires.
- 4.16.5 CONTROLS – Operator’s Station – Unit shall be equipped with ROPS protective structure with steel sun canopy extending forward of the ROPS structure. The operator’s station shall rotate a minimum of 90 degrees left and right. A seat belt, suspension seat, and tilting steering wheel are required. A vandalism cover for the instrument panel is required. Instrumentation shall include fuel level, battery voltage, engine coolant temperature, hydraulic oil temperature, engine oil pressure gauges, hour meter, and speedometer.
- 4.16.6 WATER SPRAY SYSTEM – Unit shall be equipped with minimum 90 gallon water tank with spray nozzles, cocoa mats, and retractable, self- adjusting steel scrapers for each individual tire are required. Tank shall have fill port trash screen/strainer and water distribution lines shall have a 70 mesh in-line filter. All filters shall be removable without the use of tools. The water system shall be pressurized and controlled both manually or automatically when the machine is placed in motion and turn off automatically when the machine stops. Additionally, an adjustable intermittent spray feature shall be included. A tank water level sight gauge easily visible from the operator’s seat is required.
- 4.16.7 BALLAST – Unit shall be equipped with steel ballast so that the operating weight of the machine **can achieve minimum 30,000 lbs.** either with steel ballast alone or in combination with water ballast. Sand ballast is not acceptable.

- 4.16.8 ACCESSORIES – back up alarm, front warning horn, and slow moving vehicle triangle are required. Unit shall have roading lights – turn signals, low beam headlights, and stop lights. Additionally, the unit shall have 2 front facing and 2 rear facing work lights mounted bumper height and 2- forward facing and 2-rear facing work lights mounted at the top of the canopy. **ALL refill ports and lids are to be either located behind lockable doors or be capable of being padlocked for vandalism protection.** A 12 volt power outlet shall be located on the operator's platform. Marked transport tie-down points are required.
- 4.16.9 PART AVAILABILITY – All parts are required to be available within the continental United States. **Manufacturer Distribution Centers shall be located within the continental United States .**
- 4.16.10 DIAGNOSTIC SOFTWARE: Equipment bid must be a brand supported by Jaltest diagnostic software to allow the City maintenance shop to perform in-house maintenance.
- 4.16.11 MISCELLANEOUS: These specifications will replace #0736, 0746, 0775, and 0776 upon award. **This equipment will replace (2) Ingram RP915C, and (2) Ingram AP915C using the same 9-wheel tired pneumatic specification.**

4.17	ITEM	ESTIMATED QUANTITY	DESCRIPTION
	15	1	Tandem Axle Motor Grader

- 4.17.1 ENGINE: Minimum 110 net HP, 4-cycle turbo diesel engine. Dual element dry type air cleaner with cleanable outer element and air flow restriction indicator is required. Engine oil and fuel filters required. Separate hydraulic and transmission fluid filters also required. Reversing fan shall be supplied. **Engine protection system/shut down system for low oil pressure, high engine coolant, and oil temperature, such as dash warning lights or blinking indicators.**
- 4.17.2 TRANSMISSION: **Heavy duty hydrostatic type with neutral start lockout, or a power shift transmission. Travel speeds up to 17 mph minimum.**
- 4.17.3 DIFFERENTIAL/FINAL DRIVE: Include automatic differential locking. Tandems to be 4 wheel rear drive supported by tapered roller bearings allowing full floating non-load carrying drive axles with oscillation minimum of 15 degrees. Include 2-speed heavy duty gear box with work mode, travel mode, and neutral position for towing.
- 4.17.4 FRONT AXLE: Front axle shall have a fully welded steel truss. Single oscillation pin with replaceable pin supports. Hydraulic wheel lean to be a minimum 15 degrees right or left. Oscillation to be a minimum 30 degrees up or down.
- 4.17.5 BRAKE SYSTEM: Foot or switch operated service brakes and parking brake.
- 4.17.6 ARTICULATED STEERING: Power steering with an articulation angle minimum of 24 degrees in front of cab.
- 4.17.7 TIRES: Manufacturer's tire specification.
- 4.17.8 WEIGHT: Minimum 13,050 lbs. operating weight without attachments or auxiliary ballast.
- 4.17.9 FUEL TANK: Locking lid cap. Minimum 39 gallon capacity preferred.
- 4.17.10 CIRCLE ASSEMBLY/DRIVE: Full circle construction with a minimum 37" outside diameter. Moldboard height shall be controlled by two cylinders connected to ball joints at turntable. Circle with 3 adjustable alignment blocks with removeable shims. Replaceable wear plate between circle and drawbar. The circle rotation shall be a minimum of 120 degrees, twin cylinders to position and reposition moldboard. Include circle turn cushion valve and hydraulic circle side shift.
- 4.17.11 DRAWBAR: **T-Bar or A-Frame design with a true pull type drawbar. Moldboard/Circle must not be pushed from behind.**
- 4.17.12 BLADE BASE: **Front mounted V-Type Scarifier with a minimum of 9 shanks, or blade mounted scarifier are both acceptable.**

- 4.17.13 MOLDBOARD: Standard moldboard with replaceable end parts, metal edge, and common bolt size 5/8" preferred. 10'x19"x5/8" minimum that includes moldboard tilt and blade float.
- 4.17.14 CAB: Fully enclosed ROPS / FOPS cab shall be equipped with a safety control feature for engine auto idle. The cab shall be equipped with all-weather cab, safety shatter-proof tinted glass (all windows), factory air, heater/defroster, windshield wipers, temperature gauges, oil indicator, fire extinguisher, operating lights, vandalism protection covers, air cooling fan, and other manufacturer's standard equipment. All hydraulic controls shall be located on in operator's reach.
- 4.17.15 SAFETY: Backup alarm, grab handles/steps, pulls loops on undercarriage designed to accommodate chains with hooks. Unit shall be equipped with (4) LED overhead flood lights for working pre-dawn or afterhours; two forward and two rear facing. Lights may be OEM or aftermarket accessories. Moldboard shall be lit. Amber strobe lighting is required. Headlights, turn lights, and break lights are required. Warning horn is required.
- 4.17.16 VANDALISM PROTECTION: Full OEM vandalism protection package to include locking engine panels, lighting covers, fluid cap locking devices, battery box cover with locking device, toolbox with locking device, instrument cover with locking device(s). ALL refill ports and lids are to be either located behind lockable doors or be capable of being padlocked for vandalism protection. All vandalism protection locks to be keyed alike. Separate ignition and/or door keys are acceptable.
- 4.17.17 PART AVAILABILITY: All parts are required to be available within the continental United States. **Manufacturer Distribution Centers shall be located within the continental United States.**
- 4.17.18 DIAGNOSTIC SOFTWARE: Equipment bid must be a brand supported by Jaltest diagnostic software to allow the City maintenance shop to perform in-house maintenance.
- 4.17.19 MISCELLANEOUS: These specifications will replace #0710 upon contract award for Public Works. **This equipment will replace a Champion C70C.**

4.18	ITEM	ESTIMATED QUANTITY	DESCRIPTION
	16	2	Trailer Mounted Oil Distributors
4.18.1	TRAILER: To be torsion axle with electric braking system. Unit to be equipped with a 40 lb. propane tank at front of trailer.		
4.18.2	TANK: Unit to be equipped with a 7-gauge, 500 gallon steel tank and a 36" x 32" maintenance hatch for easy clean out.		
4.18.3	ENGINE: Minimum 5 HP; Gasoline. Engine is to be electric start.		
4.18.4	HOSE: A 50' retractable hose is to be mounted on the left side fender of the trailer.		
4.18.5	SPRAY WAND: A detachable spray wand will be equipped and will have lockable latches on top near the maintenance hatch.		
4.18.6	SPRAY BAR: An 8ft folding spray bar is to be mounted at the rear of the trailer. The spray bar will be equipped with six (6) hand valves. Each hand valve is to be spaced 12 inches from one another.		
4.18.7	TOOLBOX: A toolbox is to be mounted on unit. The toolbox shall not interfere with the safety operations of the unit.		
4.18.8	SAFETY: All necessary DOT stickers, lights, and reflective tapes are to be installed on unit prior to delivery. SMV sign must be mounted rear center of unit.		
4.18.9	PART AVAILABILITY – All parts are required to be available within the continental United States. Manufacturer Distribution Centers shall be located within the continental United States .		

4.18.10 MISCELLANEOUS: these specifications will replace #102516 and #103716 pending FY 2022 funding appropriation for Public Works. **This equipment will replace Cimline TK500T.**

4.19	ITEM	ESTIMATED QUANTITY	DESCRIPTION
	17	1	Loader Backhoe with 24" Bucket

4.19.1 ENGINE: **Minimum SAE 85 net HP, maximum torque (lbs. - foot) rated at manufacturers suggested RPM. Heavy duty turbo, direct injection diesel with fuel tank capacity at minimum 31 gallons, full flow spin-on oil filter, dry-type replaceable air filter. Twelve (12) volt starting system at manufacturer's suggested ampere per hour recharging capability. Engine protection system for low oil pressure, high engine coolant, and oil temperature, such as dash warning lights or blinking indicators.**

4.19.2 DRIVE TRAIN: **Minimum of four (4) forward and two (2) reverse gears with speeds ranging from 3.0 mph to 22.5 mph.** Steering will be power hydrostatic or equal. Four-wheel drive (4WD) and ride control required.

4.19.3 HYRDAULIC SYSTEM: **Variable flow pump with pump output minimum 28 gallons per minute (gpm).** Minimum micron rating for hydraulic filters rated at seven (7) microns or greater.

4.19.4 TIRES: Front tires will be 12 x 16.5, 8 ply. Rear tires to be minimum 19.5 x 24, 8 ply.

4.19.5 INSTRUMENT PANEL: Gauges and warning lights to measure engine water temperature, tachometer/hour meter, fuel level gauge, converter oil temperature, voltmeter, air cleaner restriction, alternator, A/C low/high pressure, cold start, engine oil pressure, hydraulic oil filter bypass, parking brake, and low fuel. Audible alarms for coolant temperature, engine oil pressure, parking brake engagement, shuttle engagement, and backup alarm.

4.19.6 BACKHOE: **Twenty-four (24) inch bucket with heaped capacity at 2.8 cu ft. or greater. Maximum SAE dig depth at 14' or greater with reach from center pivot at 17' 9" or greater. Maximum operating height at 17' 9" or greater with stabilizers operating at 9' or greater.**

4.19.7 LOADER: Bucket breakout force 8,900 lbs. ft or greater with heaped capacity at 1.25 cu yds or greater. Lift capacity to full height at 6,150 lbs. or greater, dump height at 8' 4" or greater, and maximum operating height at 11' or greater. Minimum 700 lbs. of counterweight to be equipped at front.

4.19.8 OPERATORS AREA: Cab meets SAE ROPS/FOPS requirements, dual entry, serrated steps, and easy-to-reach handrails. Unit shall have pilot/excavator controls panel selectable from operator station. Seat is made from heavy-duty cloth and heavy-duty suspension with armrests and 2 inch retractable seat belt. Steering column is tiltable. Cab also contains sun visor, hand, and foot throttle, padded floor mat, interior rearview mirror, and dome light. Four (4) front and rear work lights, horn, warning buzzer, hazard flashers, and turn signals. One (1) 12-volt mobile power socket, cup holders, coat hook, and storage trays. Heater/defroster system, cab pressurization, front/rear windshield wiper/washer, and four (4) tinted side windows that open fully or partially. Slow moving vehicle emblem attached to left rear.

4.19.9 PART AVAILABILITY – All parts are required to be available within the continental United States. **Manufacturer Distribution Centers shall be located within the continental United States.**

4.19.10 DIAGNOSTIC SOFTWARE: Equipment bid must be a brand supported by Jaltest diagnostic software to allow the City maintenance shop to perform in-house maintenance.

4.20	ITEM	ESTIMATED QUANTITY	DESCRIPTION
	18	2	Double Drum Vibratory Roller

4.20.1 ENGINE **Diesel, powered engine capable of minimum 100 horsepower. Engine and hydraulic cooling to allow work in high ambient temps. Fill points to allow ease of filling and daily fluid checks. Engine shall have fuel filter and water separator and fuel priming pump. Fuel tank capacity shall be minimum 35 gallon with minimum 5 gallon DEF tank. Electrical system shall be either 12 or 24 volts. Engine protection system for low oil pressure, high engine coolant, and oil temperature, such as dash warning lights or blinking indicators.**

- 4.20.2 DRIVE: Hydrostatic drive with forward, reverse, and travel speed control. Ground speed shall be capable of a minimum 6 mph.
- 4.20.3 DRUMS: Drum rolling width minimum 66" and 47" diameter. Drums to be steel, with minimum .67" shell thickness and a curb clearance of 11.8" minimum. Drums to be equipped with spring loaded flexible, double acting, replaceable double blade scrapers, and full width cocoa mats.
- 4.20.4 VIBRATORY SYSTEM – Dual drum vibration system with independent on/off control for each drum. Switch for automatic vibration shutoff as travel control passes through the neutral position. Dual frequency or variable shall be a minimum 2520 vpm in low amplitude and minimum 1980 vpm in high amplitude. Maximum centrifugal force shall be a minimum of 18,344 lbs. per drum.
- 4.20.5 BRAKES – Service braking shall be activated by foot applied. Parking brake shall be spring applied and hydraulically released, manual switch, or upon engine shut down.
- 4.20.6 CAB – Operator's Station shall be equipped with ROPS/FOPS, noise and vibration isolation, tinted glass, opening side glass, air filtration system, front and rear wiper/washer, OEM air conditioner/heater/defogger, and seatbelt. Instrumentation shall include fuel level, battery voltage, engine coolant temperature, hydraulic oil temperature, engine oil pressure gauges, hour meter, and speedometer.
- 4.20.7 WATER SPRAY SYSTEM – Roller shall be equipped with minimum 198 gallon water tank with corrosion resistant spray nozzles, with lockable fill cap. Water Spray System shall be pressurized and cover full width of each drum. Water flow to be adjustable from operator's position and have variable intermittent spray control switch.
- 4.20.8 FRAME – Articulated with 25-degree articulation in each direction. Joint shall be permanently sealed and require no greasing. Center joint shall provide minimum oscillation of 10 degrees in each direction. Unit to have a minimum drum offset capability of 3".
- 4.20.9 ACCESSORIES – back up alarm, front warning horn, and slow moving vehicle triangle are required. Unit shall have roading lights – turn signals, low beam headlights, and stop lights. Additionally, the unit shall have 2 front facing and 2 rear facing work lights mounted bumper height and 2- forward facing and 2-rear facing work lights mounted at the top of the canopy. ALL refill ports and lids are to be either located behind lockable doors or be capable of being padlocked for vandalism protection. A 12 volt power outlet shall be located on the operator's platform. Marked transport tie-down points are required.
- 4.20.10 VANDILISM PROTECTION – Full OEM vandalism protection package to include locking engine panels, lighting covers, fluid cap locking devices, battery box cover with locking device, toolbox with locking device, instrument cover with locking device(s). **ALL refill ports and lids are to be either located behind lockable doors or be capable of being padlocked for vandalism protection.** All vandalism protection locks to be keyed alike. Separate ignition and/or door keys are acceptable.
- 4.20.11 PART AVAILABILITY – All parts are required to be available within the continental United States. **Manufacturer Distribution Centers shall be located within the continental United States .**
- 4.20.12 DIAGNOSTIC SOFTWARE: Equipment bid must be a brand supported by Jaltest diagnostic software to allow the City maintenance shop to perform in-house maintenance.
- 4.20.13 MISCELLANEOUS: These specifications will replace #1313 and #1314 upon award. **This equipment is replacing Hamm HD 110HVs.**

4.21	ITEM	ESTIMATED QUANTITY	DESCRIPTION
	19	1	Padfoot Drum Vibratory Roller
4.21.1	ENGINE - Diesel, powered engine capable of minimum 73 gross horsepower. Engine and hydraulic cooling to allow work in high ambient temps. Fill points to allow ease of filling and daily fluid checks. Electrical system shall		

be either 12 or 24 volts. Engine protection system for low oil pressure, high engine coolant, and oil temperature; such as dash warning lights or blinking indicators.

- 4.21.2 OPERATIONAL WEIGHT – Minimum 14,350 lbs. to maximum 15,952 lbs. operational weight with ballast.
- 4.21.3 DRIVE: Hydrostatic transmission.
- 4.21.4 BRAKES – Must be equipped with both service and parking/emergency brakes in propulsion system or on wheels and drums.
- 4.21.5 CONTROLS – Manufacturer’s standard instrument package.
- 4.21.6 DRUMS – Drum rolling width minimum is 66”, with a drum thickness minimum of 90”. All drums shall be steel with a minimum curb clearance of 12”.
- 4.21.7 ACCESSORIES – Hand throttle, horn, water spray switch, ROPs with sun canopy, slow moving vehicle emblem attached to left rear, back up alarm, four (4) LED high intensity flashers; two (2) front mounted and two (2) rear mounted, protective covers for all lights.
- 4.21.8 PART AVAILABILITY – All parts are required to be available within the continental United States. Manufacturer Distribution Centers shall be located within the continental United States.
- 4.21.9 DIAGNOSTIC SOFTWARE - Equipment bid must be a brand supported by Jaltest diagnostic software to allow the City maintenance shop to perform in-house maintenance.
- 4.21.10 ACCEPTABLE MODELS – Bomag BW177PDH-5, Case SV2080D Padfoot, Cat CP44B, Dynapac CA1400PD, Hamm H 7i P, Hyundai HR70C, and Volvo SD75B are acceptable models.
- 4.21.11 MISCELLANEOUS: These specifications will replace #0771 upon award. This equipment will replace a Dynapac CA144PD.

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, and terminate on NOVEMBER 30, 2021.

Temporary Short Term Extensions.

City shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed three months. Said month to month extensions shall be in writing, signed by Director, and shall not require City Council approval, subject to and contingent upon appropriation of funding, therefore.

Liquidated Damages for Delay:

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

Force Majeure.

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

Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Incorporation of Attachments.

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

Attachment A – Price Schedule

Attachment B – City of San Antonio Local Preference Program Forms

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

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

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

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

Invoicing and Payment.

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. City will not make partial payments on an invoice where there is a dispute.

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

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

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

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

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

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

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

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 to have been made or shall be effective unless expressed

in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

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

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

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

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

Prohibition on Contracts with Companies Boycotting Israel

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

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

This section only applies to a contract that:

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

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

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

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

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

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

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

Entire Agreement. This contract, including City's final electronically posted online version, together with its authorizing ordinance and its price schedule(s), addendums, attachments, purchase orders, and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the 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, 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:
Bidder Information:

Please Print or Type:

Vendor ID No.: V1007512

Signer's Name: Joe Gambrel

Name of Business: H&E Equipment Services

Street Address: 5327 Tex-Con Rd.

City, State, Zip Code: San Antonio, TX 78220

Email Address: jgambrel@he-equipment.com

Telephone No.: 210-655-0048

Fax No.: 210-655-2246

City's Solicitation No.: 6100014093



Signature of Person Authorized to Sign Bid

008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

Director – the Director of City’s 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 - ATTACHMENTS

Attachment A:

PRICE SCHEDULE

Revision 1, Dated July 1, 2021

Local Preference Program (LPP) Ordinance

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

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

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

ITEM PRICING

ITEM	ESTIMATED QUANTITY	DESCRIPTION
1	6	Trailer Mounted Compressor

PRICE EACH: \$ 34,690.00

TOTAL: \$ 208,140.00

YEAR, MAKE & MODEL OFFERED:

2021 Sullivan Palatek D260PDKR

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

Kohler 2504 T4F 74hp

WARRANTY:

12 months, 24 monts air-end

WARRANTY SERVICE PROVIDER FACILITY NAME:

H&E Equipment Services

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

5327 Tex-Con Rd. San Antonio, TX 78220

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

PRODUCTION CUT-OFF DATE FOR YEAR MODEL OFFERED: Oct. 31, 2020

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: Oct. 31, 2020.

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

ITEM	ESTIMATED QUANTITY	DESCRIPTION
2	5	8,000 lbs. LPG Forklift with Tow Receiver

PRICE EACH: \$ NO BID

TOTAL: \$ _____

YEAR, MAKE & MODEL OFFERED:

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

WARRANTY:

WARRANTY SERVICE PROVIDER FACILITY NAME:

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

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

PRODUCTION CUT-OFF DATE FOR YEAR MODEL OFFERED: _____

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

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

ITEM	ESTIMATED QUANTITY	DESCRIPTION
3	2	8,000 lbs. LPG Forklift

PRICE EACH: \$ NO BID

TOTAL: \$ _____

YEAR, MAKE & MODEL OFFERED:

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

WARRANTY:

WARRANTY SERVICE PROVIDER FACILITY NAME:

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

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

PRODUCTION CUT-OFF DATE FOR YEAR MODEL OFFERED: _____

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

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

ITEM	ESTIMATED QUANTITY	DESCRIPTION
4	2	6,000 lb. Pneumatic Tired Forklift LPG

PRICE EACH: \$ NO BID

TOTAL: \$ _____

YEAR, MAKE & MODEL OFFERED:

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

WARRANTY:

WARRANTY SERVICE PROVIDER FACILITY NAME:

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

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

PRODUCTION CUT-OFF DATE FOR YEAR MODEL OFFERED: _____

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

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

ITEM	ESTIMATED QUANTITY	DESCRIPTION
5	1	6,000 lb. Rough Terrain Diesel Forklift

PRICE EACH: \$ NO BID

TOTAL: \$ _____

YEAR, MAKE & MODEL OFFERED:

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

WARRANTY:

WARRANTY SERVICE PROVIDER FACILITY NAME:

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

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

PRODUCTION CUT-OFF DATE FOR YEAR MODEL OFFERED: _____

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

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

ITEM	ESTIMATED QUANTITY	DESCRIPTION
6	1	Mini Excavator

NO BID

PRICE EACH: \$ _____

TOTAL: \$ _____

YEAR, MAKE & MODEL OFFERED:

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

WARRANTY:

WARRANTY SERVICE PROVIDER FACILITY NAME:

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

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

PRODUCTION CUT-OFF DATE FOR YEAR MODEL OFFERED: _____

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

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

ITEM	ESTIMATED QUANTITY	DESCRIPTION
7	2	Enclosed Wheeled Skid Loader with Attachments

PRICE EACH: \$ 56,285.00

TOTAL: \$ 112,570.00

YEAR, MAKE & MODEL OFFERED:

2022 Gehl R220

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

Yanmar 4TNV98CT-NMS TIER IV 70.7HP

WARRANTY:

2 years/2,000 hours

WARRANTY SERVICE PROVIDER FACILITY NAME:

H&E Equipment Services

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

5327 Tex-Con Rd. San Antonio, TX 78220

DELIVERY WILL BE MADE WITHIN 210 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE FOR YEAR MODEL OFFERED: Oct. 31, 2022

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: Oct. 31, 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) no.

ITEM	ESTIMATED QUANTITY	DESCRIPTION
8	1	Enclosed Wheeled Skid Loader w/ Auger & Breaker

PRICE EACH: \$ 63,820.00

TOTAL: \$ 63,820.00

YEAR, MAKE & MODEL OFFERED:

2022 Gehl R220

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

Yanmar 4TNV98CT-NMS TIER IV 70.7HP

WARRANTY:

2 years/2,000 hours

WARRANTY SERVICE PROVIDER FACILITY NAME:

H&E Equipment Services

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

5327 Tex-Con Rd. San Antonio, TX 78220

DELIVERY WILL BE MADE WITHIN 210 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE FOR YEAR MODEL OFFERED: Oct. 31, 2022

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: Oct. 31, 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) no.

ITEM	ESTIMATED QUANTITY	DESCRIPTION
9	1	Enclosed Wheeled Skid Loader with Auger

PRICE EACH: \$ 53,985.00

TOTAL: \$ 53,985.00

YEAR, MAKE & MODEL OFFERED:

2022 Gehl R220

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

Yanmar 4TNV98CT-NMS TIER IV 70.7HP

WARRANTY:

2 years/2,000 hours

WARRANTY SERVICE PROVIDER FACILITY NAME:

H&E Equipment Services

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

5327 Tex-Con Rd. San Antonio, TX 78220

DELIVERY WILL BE MADE WITHIN 210 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE FOR YEAR MODEL OFFERED: Oct. 31, 2022

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: Oct. 31, 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) no.

ITEM	ESTIMATED QUANTITY	DESCRIPTION
10	1	Enclosed Wheeled Skid Loader with Breaker

PRICE EACH: \$ 57,660.00

TOTAL: \$ 57,660.00

YEAR, MAKE & MODEL OFFERED:

2021 Gehl R165

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

Yanmar 4TNV98C-NMS2 TIER IV 69.3HP

WARRANTY:

2 years/2,000 hours

WARRANTY SERVICE PROVIDER FACILITY NAME:

H&E Equipment Services

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

5327 Tex-Con Rd. San Antonio, TX 78220

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

PRODUCTION CUT-OFF DATE FOR YEAR MODEL OFFERED: Sept. 30, 2021

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: Sept. 30, 2021

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

ITEM	ESTIMATED QUANTITY	DESCRIPTION
11	4	Articulated Wheeled Loader with a minimum 4.25 Cubic Yard Bucket

PRICE EACH: \$ NO BID

TOTAL: \$ _____

YEAR, MAKE & MODEL OFFERED:

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

WARRANTY:

WARRANTY SERVICE PROVIDER FACILITY NAME:

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

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

PRODUCTION CUT-OFF DATE FOR YEAR MODEL OFFERED: _____

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

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ITEM	ESTIMATED QUANTITY	DESCRIPTION
12	1	Track Loader/min. 3 CY Bucket

PRICE EACH: \$ NO BID

TOTAL: \$ _____

YEAR, MAKE & MODEL OFFERED:

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

WARRANTY:

WARRANTY SERVICE PROVIDER FACILITY NAME:

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

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

PRODUCTION CUT-OFF DATE FOR YEAR MODEL OFFERED: _____

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ITEM ESTIMATED QUANTITY DESCRIPTION

13 DELETED

ITEM ESTIMATED QUANTITY DESCRIPTION

14 4 Tired Pneumatic Roller

PRICE EACH: \$ NO BID

TOTAL: \$

YEAR, MAKE & MODEL OFFERED:

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

WARRANTY:

WARRANTY SERVICE PROVIDER FACILITY NAME:

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

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

PRODUCTION CUT-OFF DATE FOR YEAR MODEL OFFERED: _____

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ITEM	ESTIMATED QUANTITY	DESCRIPTION
15	1	Tandem Axle Motor Grader

PRICE EACH: \$ NO BID

TOTAL: \$ _____

YEAR, MAKE & MODEL OFFERED:

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

WARRANTY:

WARRANTY SERVICE PROVIDER FACILITY NAME:

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

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

PRODUCTION CUT-OFF DATE FOR YEAR MODEL OFFERED: _____

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ITEM	ESTIMATED QUANTITY	DESCRIPTION
16	2	Trailer Mounted Oil Distributors

PRICE EACH: \$ NO BID

TOTAL: \$ _____

YEAR, MAKE & MODEL OFFERED:

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

WARRANTY:

WARRANTY SERVICE PROVIDER FACILITY NAME:

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

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

PRODUCTION CUT-OFF DATE FOR YEAR MODEL OFFERED: _____

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ITEM	ESTIMATED QUANTITY	DESCRIPTION
17	1	Loader Backhoe with 24" Bucket

PRICE EACH: \$ NO BID

TOTAL: \$ _____

YEAR, MAKE & MODEL OFFERED:

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

WARRANTY:

WARRANTY SERVICE PROVIDER FACILITY NAME:

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

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

PRODUCTION CUT-OFF DATE FOR YEAR MODEL OFFERED: _____

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

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ITEM	ESTIMATED QUANTITY	DESCRIPTION
18	2	Double Drum Vibratory Roller
PRICE EACH: \$		127,375.00

TOTAL: \$ 254,750.00

YEAR, MAKE & MODEL OFFERED:
2021 AMMANN ARX110

SPECIFIC MAKE & MODEL OF ENGINE OFFERED (INCLUDE SAE NET HP):
Deutz TCD 3.6L4 24V 100hp

WARRANTY:
2 years/2,000 hours

WARRANTY SERVICE PROVIDER FACILITY NAME:
H&E Equipment Services

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:
5327 Tex-Con Rd. San Antonio, TX 78220

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

PRODUCTION CUT-OFF DATE FOR YEAR MODEL OFFERED: Sept. 30, 2021

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: Sept. 30, 2021

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

ITEM	ESTIMATED QUANTITY	DESCRIPTION
19	1	Padfoot Drum Vibratory Roller

PRICE EACH: \$ 82,900.00

TOTAL: \$ 82,900.00

YEAR, MAKE & MODEL OFFERED:

2021 AMMANN ARS 70P

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

Kubota V3307-CR-TE5 75hp

WARRANTY:

2 years/2,000 hours

WARRANTY SERVICE PROVIDER FACILITY NAME:

H&E Equipment Services

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

5327 Tex-Con Rd. San Antonio, TX 78220

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

PRODUCTION CUT-OFF DATE FOR YEAR MODEL OFFERED: Sept. 30, 2021

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: Sept. 30, 2021

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

PROMPT PAYMENT DISCOUNT: na % DAYS. (IF NO DISCOUNT IS OFFERED, NET 30 WILL APPLY.)

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION TO VALIDATE BIDDERS'/RESPONDENTS' DESIGNATION AS A CITY BUSINESS.

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

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

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

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

SOLICITATION NAME/NUMBER: 6100014093

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

Name of Business:	H&E Equipment Services	
Physical Address:	7500 Pecue LN	
City, State, Zip Code:	Baton Rouge, LA 70809	
Phone Number:	225-298-5200	
Email Address:	he-equipment.com	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent: <u>2,200</u>		
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	Yes	No
Has the business been headquartered in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	No
If the answers to the questions above are "Yes", stop here. If the answer to either of the above questions is "No", provide responses to the following questions:		

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

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

Name of Business:	H&E Equipment Services	
Physical Address:	5327 Tex-Con Rd.	
City, State, Zip Code:	San Antonio, TX 78220	
Phone Number:	210-655-0048	
Email Address:	jgambrel@he-equipment.com	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent in the local office:	35	
Is the business located in the incorporated San Antonio city limits? (circle one)	Yes	No
Has the business been located in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one)	Yes	No

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

ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

BIDDER'S / RESPONDENT'S FULL NAME:

Joe Gambrel

(Print Name) Authorized Representative of Bidder / Respondent



(Signature) Authorized Representative of Bidder / Respondent

Sales

Title

7/14/2021

Date

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

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

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

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

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

Definitions.

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

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

The program uses the below definition of joint venture.

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

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

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

INSTRUCTIONS

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

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

SOLICITATION NAME/NUMBER: 6100014093

Name of Respondent:	H&E Equipment Services	
Physical Address:	5327 Tex-Con Rd.	
City, State, Zip Code:	San Antonio, TX 78220	
Phone Number:	210-655-0048	
Email Address:	jgambrel@he-equipment.com	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

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

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

ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

BIDDER/RESPONDENT'S FULL NAME:

Joe Gambrel

(Print Name) Authorized Representative of Bidder/Respondent



(Signature) Authorized Representative of Bidder/Respondent

Sales

Title

7/14/2021

Date

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