



CITY OF SAN ANTONIO
Finance Department, Purchasing Division

FORMAL INVITATION FOR BID (“IFB”) NO.: 6100015151

PURCHASE OF BRUSH COLLECTION TRUCKS AND ROLL OFF CONTAINERS

Date Issued: MARCH 4, 2022

**BIDS MUST BE RECEIVED NO LATER THAN:
2:00 PM, CENTRAL TIME, MARCH 30, 2022**

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 MARCH 10, 2022, 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): 2453 927 4285

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 (City) is soliciting bids to provide the following brush collection trucks and roll off containers from award through October 30, 2022:

DISCRIPTION:	FY 2022 Purchase Order Immediately Upon Award.	FY 2023 Purchase Order no later than 10/30/2022.	Total Planned Purchase
Item 1: 35K GVWR Brush Collection Grappler Truck FY 2022 – (1) addition; FY 2023 – 443615, 443715, 443815, 444115, 447215, 447315, 447415, 447515, 448415, 448615, and 449015.	1	11	12
Item 1A: GRAPPLE TRUCK CUSTOM COLOR PAINT OPTION 1: Cab/Body painted Medium Grey Metallic, equivalent to Sherwin-Williams, Dimensions Overall Refinish Enamel, paint mix code - # 50374, or equivalent.			
Item 1B: GRAPPLE TRUCK CUSTOM COLOR PAINT OPTION 2: Cab/Body painted with Axalta brand, Imron Elite Productive 3.5 VOC paint. (Specific Dark Grey)			
Item 2: GVWR Cab and Chassis with Roll Off Hoist and Tarp System - Min. 66K FY 2022- 490113, 490212, and 490313; FY 2023 – 468915, 469015, 469115, 469215, 469315, 469415, 469515, 469615, and 469715.	3	9	12
Item 2A: CUSTOM COLOR PAINT OPTION 1 Cab//Hoist painted Medium Grey Metallic, equivalent to Sherwin-Williams, Dimensions Overall Refinish Enamel, paint mix code - # 50374, or equivalent.			
Item 2B: CUSTOM COLOR PAINT OPTION 2 Cab/Hoist painted with Axalta brand, Imron Elite Productive 3.5 VOC paint. (Specific Dark Grey)			
Item 3: Roll Off Containers FY 2023 – (4) Fleet Additions	4	0	4
Item 3A: CUSTOM COLOR PAINT OPTION 1 Containers painted with Axalta brand, Imron Elite Productive 3.5 VOC paint in specific color hue.			
Item 4: 35K GVWR Brush Collection Grappler Truck with Winch	1	0	1

These items will be utilized for brush collection by the Solid Waste Management Department. The City desires a turnkey however, since the purchase of the cabs and chassis, and the bodies, will be from different parties (the cab and chassis vendor and the truck body vendor, respectively) pursuant to different contracts, the City requires the two vendors to work together to ensure the successful delivery of the final, turnkey units. By submitting a bid pursuant to this contract, Vendor is accepting these terms and conditions, acknowledging interdependence with the other vendor, and agreeing that payment shall only be made once the final unit is delivered to and accepted by the City. CITY SHALL HAVE NO RESPONSIBILITY TO PAY OR PERFORM UNTIL SUCH TIME AS A TURNKEY UNIT IS ACCEPTED BY CITY.

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

4.2.1 Equipment shall be manufacturer’s latest design, standard production model and shall have been manufactured within the last 12 months from the date of delivery to City. All components shall be installed new, unused, and shall be manufacturer’s standard equipment unless otherwise specified or replaced herein. Equipment is to be inspected, serviced, and adjusted in accordance with manufacturer’s recommended pre-delivery checklist, and ready for

operation upon delivery. Manufacturer's Statement of Origin (MSO) showing manufacture within the last 12 calendar months, and completed pre-delivery checklists will be required at delivery. Equipment offered under the below listed specifications will be considered unacceptable if, for any reason, the equipment's, or major component's, long term availability on the U.S. market, or in the local area, is in doubt. All equipment will conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, subassemblies, and component parts to be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid.

4.2.2 Equipment must include the maximum standard manufacturer's warranty on all components, with parts and service included. All components, parts and service shall include, as a minimum, a one year warranty. All warranty times shall start the date the vehicle is placed in service as determined by the City, not on the delivery date. The dealer will be notified by letter 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 designate. Bidders must certify that all repairs needed after the warranty period will be available within 50 mile radius of San Antonio City Hall.

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

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

Delivery to a non-specified location will result in non-acceptance of the equipment by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS. Vehicles will be accepted 8:00 A.M. to 3:00 P.M. CST. Class 3 dual rear wheel trucks through class 8 may be allowed up to 2500 miles on the vehicle odometer. All vehicles are required to have a full tank(s) when delivered to City specified location.

4.2.4 LITERATURE AND EQUIPMENT MANUALS: The supplier shall furnish (2) complete sets per vehicle type, of the following: Parts Manual, Maintenance Manual, Service Manual, and Operators Manual, or (4) USB drives, or on-line access to said items. The supplier shall furnish (2) complete sets of detailed literature and specifications of each vehicle type upon contract award.

4.2.5 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 (1) eight 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.

4.2.6 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.

4.2.7 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.

- 4.2.8** 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.
- 4.2.9** Units shall be equipped with OEM, or equal, warning and shut down systems for low oil pressure and or high coolant temperature at a minimum. This requirement applies to all bid line items.
- 4.2.10** Vehicles shall be delivered with dealer temporary license plates/tags, invoice with reference to the purchase order, State of Texas Vehicle Inspection Report in the glove box, Manufacturer's Statement of Origin, vehicle weight slips, Incomplete Vehicle Certificates, and completed TX DMV form 130-U. Omission of any of these items shall delay payment and acceptance. **Vehicles or trailers supplied with GVWR of 11,000 lbs. or less must include registration fees in final bid price; and coordinate exempt license plate application and registration with Building & Equipment prior to submission to the State of Texas and/or local tax assessor collector office.**
- 4.2.11** All bodies and components in this bid will be installed in accordance with the appropriate complete Vehicle Data Manual. Certification of compliance will be posted on the left door post of the vehicle. Except for manufacturer's data plates (maximum 4" x 6"), vendor or manufacturer's identifying markings (decals and plates) will not be applied to the vehicle or mounted components. Installation will be completed in compliance with Federal Motor Vehicle Department of Transportation Standards and Texas State Highway requirements. Installation of body and accessories on City furnished vehicles will be accomplished by drilling holes in the frame. Welding on or cutting of frame is not authorized forward of the rear spring hanger or support. Bidders will be responsible for the relocation of any truck components to facilitate installation of the body and equipment. Such relocation must be included as part of the basic bid. No dealership nameplates, markings or decals will be permitted on the vehicles.
- 4.2.12** All vehicles shall have a minimum three (3) sets of keys.
- 4.2.13** All units shall be equipped with safety equipment as required by the Federal Government. All units shall MEET ALL SAFETY STANDARDS AND REQUIREMENTS.
- 4.2.14** Any diesel engine being bid must conform to latest NOx EPA and GHG emission standard in effect at the time of offer. Vendor must supply a copy of the latest Emissions Certificate of Conformity for the vehicles bid. Only engines using selective catalytic reduction (SCR) technology will be accepted.
- 4.2.15 SILENCE OR ERROR OF SPECIFICATIONS:** The apparent omission or error of specification as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practice is to prevail and only the material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the awarded respondent.
- 4.2.16 REPRESENTATIONS FROM THE CAB AND CHASSIS VENDOR:** The cab and chassis vendor hereby represent:
- 4.2.16.1** that it takes full responsibility for ensuring problem free installation of equipment and conversion of the cab and chassis and body:
- 4.2.16.2** that it shall coordinate and jointly take responsibility for any issues with the conversion and installation of equipment prior to delivering the completed truck to the City of San Antonio:
- 4.2.18 RESPONSIBILITY OF VENDORS:** The cab and chassis vendor shall be responsible for delivery of the cab and chassis to the City after the truck body vendor completes its conversion, with all equipment installed and operational. It is the cab and chassis vendor 's responsibility to coordinate delivery of the cab and chassis to the truck body vendor and to retrieve the fully functional, converted cab and chassis and body from the truck body vendor . The cab and chassis vendor shall be responsible for resolving any issues regarding the cab and chassis and body, the conversion work, and the installed equipment prior to final delivery to City. The cab and chassis vendor shall be responsible for the completion of pre-delivery inspections.

4.3	ITEM	ESTIMATE QUANTITY	DESCRIPTION
	1	12 Each	37K GVWR Brush Collection Grappler Truck

SPECIFICATIONS CAB AND CHASSIS:

- 4.3.1 ENGINE:** In line six (6) cylinder, minimum 8.3 liter, diesel, minimum 330 net HP rated at not more than 2400- RPM. Engines to be equipped with OEM or equal shut down control on high water temperature and low oil pressure.

Electronic engine controls must have all necessary components and wiring to allow for complete operation of a power take off at a pre-determined RPM using an in-cab control (must be load sensitive). Maximum road speed to be electronically limited to 70-MPH +/- 2-MPH. Cruise control will not be activated. Engine will have automatic shutdown feature enabled after 5-minutes of idle time.

- 4.3.2 GVWR:** Minimum 37,000 lbs.
- 4.3.3 TRANSMISSION/ DRIVE:** Electronic 6 speed (minimum) automatic transmission capable of a minimum 1,000 lbs. torque power output at 1,400 RPM.
- 4.3.4 FRAME:** Minimum 3,200,000-RBM, full re-enforced, "C" channel, heat treated, 110,000 - PSI steel. Equipped with a steel splash guard mounted in front rear tires and mud flaps behind the rear tires.
- 4.3.5 FRONT AXLE:** Set back, minimum 14,000-lbs. capacity with minimum 14,000-lbs. springs, hub piloted steel hubs, ends equipped for drum brakes, with Stemco or equal front wheel visible cap bearing oiler. Front shock absorbers to be heaviest duty available for specified axle.
- 4.3.6 REAR AXLE:** Minimum 23,000-lbs. capacity with 23,000-lbs. spring capacity, minimum 3,000-lbs. multi leaf auxiliary springs, equipped with hub piloted steel hubs, ends equipped for drum brakes. Will be equipped with driver controlled differential lock (DCDL) with warning light and buzzer to indicate engagement located on dash. Stemco or equal oil rear seals. Drive train geared to attain 70-MPH +/- 2-MPH at full engine governed RPM
- 4.3.7 WHEELS & TIRES:** Wheels to be 10-hole hub piloted steel disk wheel, minimum size 22.5 X 8 painted white. Tires - Front tires are to be 315/80R 22.5 20 ply and rear tires are to be 11R 22.5 14 ply, tubeless steel belted radial tires. All wheels to be equipped with highest temperature rated fluorescent loose lug indicators, indicators to be left in cab ready for COSA to install.
- 4.3.8 BRAKES:** Full air drum brake with dust shields and ABS brake control system. Brakes to be the maximum O.E.M size offered of drum brakes front and rear to meet or exceed Federal brake requirements. Air drum brake internal adjuster's front and rear. Minimum 15 CFM compressor, Midland Pure Air Plus dryer model DA- 33100, or proven equal, with automatic drain valves Model KN24000 or equal on all tanks. It is preferred that the air tanks be grouped together, easily accessible to an operator standing at the side of the truck. If not possible, all air tank drains shall be plumbed to a manifold system where drain valves are at one location, easily accessible to an operator standing at the side of the truck. Spring set parking brakes on rear axle. Female coupling Milton M Type or approved equal to air tanks connected to the emergency side of air system, to be located in a protected area near the front bumper.
- 4.3.9 FUEL SYSTEM:** To be equipped with minimum capacity of 50-gallons, aluminum, or steel tank. Fuel filtration system to include primary and secondary filter with water separator. Fuel filler neck is required to have a full flow screen. DEF tank to be equipped with gauge inside cab, if applicable. Fuel tank and DEF tank shall be mounted street side and shall be delivered full.
- 4.3.10 EXHAUST SYSTEM:** Muffler with horizontal exhaust tailpipe and defuser. Must extend to the rear of the vehicle to allow for a 22-foot body (termination within two feet of rear axle is acceptable.) A heat shield, installed under frame rails and around the muffler and exhaust pipes, to protect but not interfere with PTO, hydraulic pump, or hoses and to keep excessive heat from radiating to the operator position.
- 4.3.11 ELECTRICAL:** Minimum 1800 CCA battery with a master battery cut-off switch located in the cab of vehicle and accessible from outside of driver door when door is open. Alternator shall be rated a minimum 130 amp capacity. To be equipped with oil pressure, water temperature, tachometer, hour meter, and volt or amp gauges. All wiring to be of high quality, abrasion resistant, and to be protected by looms or conduit and terminate in a watertight junction box (unprotected wiring is not acceptable). All wire terminals to be self-sealing and waterproof. Jump start studs shall be provided and installed in an area easily accessible for use.
- 4.3.12 LIGHTING:** All lights on cab and chassis and or bodies are to be of LED (Light Emitting Diode) type with an On/Off control switch when truck is powered down. If LED front turn signals are not available from the chassis OEM, standard lights may be used. Two strobe lights (WHELEN TIR-6, P/N 01-0663507A33B, SUPER-LED, 500 SERIES DIRECTIONAL WARNING LIGHT or proven equal) will be mounted as high as possible in the grill of the truck. The two (2) front grill mounted strobe lights and rear strobe lights will be wired to be lit when the brake pedal is depressed or the park brake is applied. Two (2) cab mounted high intensity strobe lights to be installed in the grill that is controlled with a dash mounted switch. These strobe lights will operate automatically whenever battery switch is on, and ignition key is off to notify operator that the battery switch is left on.

4.3.13 CAB: Air ride suspension cab with running boards, tilt hood, and fenders, left and right hand cab grab handles, and manufacturer's standard AM/FM and Auxiliary input radio. Unit should be Bluetooth enabled. Exterior sun visor painted the same color as truck. Doors to have armrests. Units to be factory equipped with installed OEM air conditioner, integral heater, defroster units, insulated cab headliner, standard left and right side sun visor, left and right outside mirrors, motorized, west coast type, right and left hand, heavy-duty, 6-inches x 16-inches split focus, (approximately 2/3 flat area, 1/3 adjustable convex) breakaway type. Parabolic mirrors installed on both front fenders to provide view of obstacles on right side of truck from front bumper to rear wheels. Driver seat to be bucket type, National Cush-n-Air or equal. Passenger seat to be non-suspension two man bench seat. Material to be Autotuff Interior upholstery "modura" and seatbelt color to be bright orange for all cab occupants (NO EXCEPTIONS). Seats to be either high back style or include headrest. Seatbelts to be provided for driver and 2 passengers. Interior color to be gray. Doors will have power windows and locks. Side and rear windows will have factory or aftermarket tinting at the darkest allowable by Window Tint Standards under Texas Administrative Code, Title 37, Part 1, Rule 21.3. The minimum cab width shall be 72". Turn signals should have automatic cancelation. Cabin air filter must be easily accessible for frequent maintenance. Cab shall be painted OEM white.

4.3.14 PTO: A transmission mounted PTO and direct, or PTO extension shaft mounted, pump rated at the loader manufacturer's recommended pressure and GPM requirements, will be installed and compatible with the truck transmission. The pump must not require more than 1,400-RPM to produce the optimal pressure and flow needed to operate the loader. Pump must be controlled through a speed device that will not allow engagement unless the engine is at idle and the truck transmission is in the neutral position. Pump/ PTO must automatically disengage when transmission is shifted out of neutral or engine RPMs exceed 1,400-RPM. Hydraulic oil cooler will be provided.

4.3.15 TOW HOOKS/ WINCH ASSEMBLY: Two front tow hooks installed on frame and strengthened sufficiently to lift, pull, and tow truck without damaging bumper or other body parts. A wire rope, minimum 1-inch diameter, shall be provided and fastened to both tow hooks to attach tow equipment.

4.3.16 UNIT SHALL BE EQUIPPED WITH THE FOLLOWING:

4.3.16.1 Minimum one (1) electrical and one (1) air horn that meet DOT standards.

4.3.16.2 Integral power steering

4.3.16.4 Turn indicators, front, and rear, stop and taillights.

4.3.16.5 Windshield washers and variable speed wipers.

4.3.16.6 Adjustable steering column.

4.3.16.7 Power Port/ USB Charging port

4.3.16.8 All vehicles require an audible back up alarm. Amber color LED strobe lights (WHELEN TIR-6, P/N 01-0663507A33B, SUPER-LED, 500 SERIES DIRECTIONAL WARNING LIGHT or proven equal) are to be installed on the tailgate panel of the body. The two (2) rear strobe lights will be wired to be lit when the brake pedal is depressed or the park brake is applied.

4.3.16.9 DOT Triangle kit and reflector flare kit securely mounted in the cab.

4.3.16.10 A 10 lb. ABC type fire extinguisher shall be installed securely and easily accessible behind cab, driver's side. A weatherproof sleeve shall cover the certification tags.

4.3.16.11 Bracket for 3 gallon water cooler mounted at a location approved by SWMD Coordinator before delivery of first unit.

4.3.16.12 Decal showing the total height of the unit displayed on the dash.

4.3.16.13 Cone rack (Bergkamp part #014235 or approved equal) mounted between cab and body. Rack to hold a minimum 6 cones in place.

4.3.16.14 Power door windows and locks.

4.3.16.15 Hour meter

4.3.16.16 3rd Eye AWT84MSD DVR Monitor with color video system, with automatic switcher to be installed to enable proper and safe operation of the truck. Cameras and connectors must be sealed and waterproof. Flat screen, minimum 8.4 inch monitor to have extended visor and swivel base and be reachable and viewable from either driver position. Automatic switcher with remote switch must be capable of switching between cameras based on operation controls, transmission setting, or operator's preference. Monitor to have split screen capabilities and provisions to add another camera without modification. Cameras to have built in infra-red night vision, wide angle 170 degree field of view, and sunshade device. One (1) camera to be mounted below the tailgate to assist in backing up, two (2) cameras mounted under mirrors on right and left sides of cab, and one (1) forward facing camera. Mounting position and orientation of the cameras are to provide full 360 degree recorded view of the vehicle. The rear view camera must be activated when the transmission is shifted to reverse, view from the rear camera to be on the monitor when the truck is in transit (i.e. the truck is in motion and the hydraulic system is not engaged). A back up detection system to be installed – Rear object detection system, beeps faster the closer you get to an object while reversing; it will be tied into the camera system specified.

4.3.16.17 Must have an OEM Crash Avoidance System or an aftermarket Mobileye 6 Series (Mobileye 630) Collision Avoidance System shall be installed. This is a vision sensor complete with audible and visual alerts to prevent collision. Visual alert can be dash mounted in driver's line of sight, and audible speaker can be mounted anywhere at passenger's side in cab.

4.3.17 SPECIFICATIONS FOR GRAPPLER TRAILER BODY:

4.3.18 LENGTH: Approximately 22' feet, sized to accept trash bucket in travel position with boom straight not more than 6-inches of empty space between rear end of bucket and tailgate with the boom in the horizontal position.

4.3.19 INSIDE WIDTH: Minimum 94" inches

4.3.20 LONGITUDINAL SILLS: Minimum 7-inch, 9.8-lb., high strength steel channel or 2" x 6" x 1/4" inch structural tubing.

4.3.21 CROSS SILLS: Minimum 4" inches, formed box channel of "C" section high strength steel, 10-gauge, or 3" inch, 4.1-lb. structural channel. Sills to be installed on maximum 12" inch centers

4.3.22 SIDE AND END RAILS: Minimum 5" inch deep, 10-gauge, 3" inch deep for units using 4.1-lb. structural channel.

4.3.23 FLOOR: Minimum 1/4-inch, steel tread plate for units with floor welded to cross members or minimum 3/16-inch, steel tread plate for units with a minimum of 5, floor support long sills, formed of minimum 12-gauge steel channel with floor welded to long sills. All welds may be stitched welded, no spot-welding. A 1/2-inch steel plate will be welded to the floor (bed width and 4-feet long) at the rear of floor and directly under the trash bucket travel position (opened, with jaws to the left and right sides of the body longitudinal centerline).

4.3.24 LIGHTING: All lighting and reflectors will meet or exceed D.O.T. requirements. Reflectors shall be attached with mechanical fasteners. Stop lights, turn signals, backup, marker, and clearance lights shall be LED-type and mounted to reduce the possibility of damage from contact with brush. Four, high intensity strobe lights (WHELEN TIR-6, P/N 01-0663507A33B, SUPER-LED, 500 SERIES DIRECTIONAL WARNING LIGHT or proven equal) to be installed, one in each corner of the tailgate. The two (2) front grill mounted strobe lights and rear strobe lights will be wired to be lit when the brake pedal is depressed or the park brake is applied. Amber mid-ship clearance/turn signal lights shall be mounted on both sides of body. Lights should be mounted utilizing grommets, to ensure quick replacement.

4.3.25 SIDES AND HEAD: Body sides and head to be manufactured of 10-gauge steel (minimum ASTM A-570) with a 3-inch wide return type rolled upper rail. Single piece construction of sides is desirable. Two-piece construction is acceptable only if seams are vertical and centered on the body with one additional vertical brace centered and welded to the outside of the seam. Heads will be of single piece construction. Side vertical braces (minimum 7) evenly spaced each side for structural channel, and formed, 6-inch x 3-inch channel, manufactured of minimum 10-gauge steel, firmly welded to sides and floor. Head to have a minimum of two such vertical braces evenly spaced from sides and center. Sides and head to be bed length and 48-inches high from bed level. All sides, head, and braces, to be welded to body floor. Self-cleaning sides will be installed to outside of bed (minimum 10-gauge material) at approximately a 45 degree angle. Install minimum 3/16-inch plates on inside of bed to form self-cleaning floor at approximately 45 degrees. Ends of self-cleaning sides must be completely boxed. All welds to be continuous, no spot-welding. Designs using 4-inch X 3-inch box tubing instead of 3-inch wide return type rolled

upper rails are acceptable if such tubing is installed using a continuous weld from front to rear at the upper edge of the body so that ends are completely boxed.

4.3.26 TAILGATE: Single door type, hinged at right side of tailgate allowing tailgate to swing out fully to right side of trailer.

Two hinges evenly spaced from top to bottom, with minimum 1"-inch hinge pins. Heavy-duty provisions to secure door in full open position against body side required. Tailgate to be manufactured of minimum 10-gauge steel with boxed type reinforcements on all sides with basic sheet wrapped over top and under bottom. Base section must be sloped to form a dirt-free self-cleaning edge. A positive firm locking latch, which can be operated from ground level, will be used to secure the doors in the closed position. Minimum three (3) each, ratchet type cam locks, along with guides to be installed on left side of door to ensure proper door closure. Design of door must include support of door on body platform instead of sides when door is closed. All hinges will have Zerk fittings to facilitate lubrication. Latching on tailgates should be uniformed and open and close in same manner across all tailgates.

4.3.27 TOOLBOX: A lockable, watertight, toolbox, approximately 18-inches high X 20-inches wide X 18-inches deep to be mounted on the curb side of vehicle frame, under the body. All components to be designed, installed, tested, and adjusted prior to delivery. Unit to be fully functional and ready for use upon delivery.

4.3.28 SAND BOX: A metal container to carry approximately 200 lb. of sand will be attached to the sidewalk side of the truck. Exact location will be determined with first article.

4.3.29 PAINT: Body must be properly cleaned and prepared prior to painting. Primer coat to be thoroughly dry prior to final two coats. Body color will be a Medium Grey Metallic, equivalent to Sherwin-Williams, Dimensions, urethane enamel, paint code - DFP386, mix code - # 50374. Interior of dump area is to be primed and painted.

4.3.30 SPECIFICATIONS FOR HYDRAULIC GRAPPLE LOADER:

4.3.31 CONSTRUCTION: High tensile strength steel used in all major structural members such as A-frame legs, boom ears, boom spars, and stabilizers. Positive lubrication must be available to each wear point Boom rotation must be made through a hydraulic rotary drive motor. Elevation and knuckling of boom and operation of stabilizing outrigger jacks will be through double acting hydraulic cylinders with controls located at the operator's platform. All movements - swing, knuckle, lift, rotate, and bucket action will be able to be accomplished simultaneously without jerking or other unnatural actions of the loader. A two stage pump, per manufacturer's flow design, will be provided to meet this requirement. All boom and outrigger pivot points to have bronze, brass, or steel bushings with grease fittings.

4.3.32 BOOM LENGTH: Maximum 23 feet, minimum 21 feet, without telescoping boom.

4.3.33 BOOM ELEVATION: Minimum 75-degrees above horizontal

4.3.34 WORKSPACE: A minimum 24" +/- 3" inch workspace will be maintained between back of cab and loader and a minimum 12" inch workspace between loader and body.

4.3.35 OUTRIGGERS: Outriggers to be hydraulic telescoping type with stabilizer pads, individually adjustable for operating height. Outside shell of out riggers will be braced/ reinforced to prevent bowing. Replaceable wear blocks and/or an effective lubrication system will be installed to prevent excessive wear of the internal leg of the outrigger. Edges of stabilizer pads will curve up to prevent gouging street material. A 90-decibel audio alarm will sound when the outriggers are being extended. Two eye hooks capable of securing outriggers in the travel mode will be installed as back up for hydraulic failure.

4.3.36 ROTATION OF BOOM: 360 degree continuous rotation. An electrical collector will be installed to ensure electrical wiring will not be damaged by continuous rotation of the boom. A boom lock will be installed at the operator station to prevent boom swing during transport.

4.3.37 SWIVEL COUPLINGS: Hoses must be equipped with swivel couplings which prevent twisting of hoses when boom is swung through its entire rotational arc.

4.3.38 CONSTRUCTION: High tensile strength steel used in all major structural members such as a-frame legs, boom ears, boom spars, and stabilizers. Positive lubrication must be available to each wear point.

4.3.39 TRASH BUCKET: Combination type bucket designed for solid waste and brush collection with fully enclosed sides. Bucket to be Rotobec 040W (City of San Antonio custom built that includes curved jaws and special closing cylinders); NO ALTERNATIVE GRAPPLE SYSTEM SHALL BE ACCEPTED. Cylinders, hoses, and hydraulic lines

must be protected from debris protruding through bucket with steel plates. Hoses will also be covered with anti-wear material. Painted OEM manufacturer's standard color.

4.3.40 BOOM LENGTH: Maximum 22 feet, minimum 21 feet, without telescoping boom.

4.3.41 CRANE STABILITY: Minimum 2-inches upper and lower steel plates will be used to mount the crane to the vehicle frame. The frame will be reinforced with minimum 3-inches braces located adjacent to the mounting bolts, with stops welded on chassis frame to prevent sliding. Stops cannot be welded directly to truck frame.

4.3.42 Minimum lifting capacity less bucket:

4.3.42.1	LOAD	RADIUS FROM CENTER
	5,400-lbs	15-feet
	8,000-lbs	10-feet

4.3.43 ADDITIONAL REQUIREMENTS:

4.3.43.1 Install a safety cradle around operator seat approximately 3-inches wider than feet, level with the seat in the folded position, and not more than 18" inches to the rear. Material to be 1 1/4-inches steel tubing firmly mounted and must not interfere with operator's range of motion.

4.3.43.2 Main engine cutoff switches to be equipped in the grappler operator area.

4.3.43.3 Install a safety belt on operator's seat.

4.3.43.4 All safety equipment required meeting Federal and State safety standards to include under ride protection and conspicuity markings will be furnished and installed.

4.3.43.5 Ladders to provide access to workstation on left and right side of loader, configured with minimum of 4 non-slip step, minimum 1-inch tread depth. Ladders will angle towards loader from bottom rail. **Separate handrails will be provided.**

4.3.43.6 A switch, easily accessible to the crane operator, shall sound a signaling device. Signal must be loud enough to be heard over the loader during operation.

4.3.43.7 Boom guards will be installed on both boom segments. Boom guards will be customized to protect the hydraulic lines from any damage during operation. Material for the boom guards shall be constructed of a high tensile strength steel, and must be secured by fasteners.

4.3.43.8 Adequate sized wheel chock to support a minimum 35,000 GVWR shall be supplied with mounting brackets on the street side of the body.

4.3.43.9 Safety switch to be added to seat to render boom operation inoperable when operator is not sitting in the seat.

4.3.44 MISCELLANEOUS: These trucks shall replace the following:

Purchase Order	Unit#	Cost Center	Year	Make	Model
Immediate	Addition	555900001			
Estimated for FY 2023	443615	5555520001	2015	FREIGHTLINER	M2 106
Estimated for FY 2023	443715	5555520001	2015	FREIGHTLINER	M2 106
Estimated for FY 2023	443815	5555320001	2015	FREIGHTLINER	M2 106
Estimated for FY 2023	444115	5555520001	2015	FREIGHTLINER	M2 106
Estimated for FY 2023	447215	5555520001	2015	FREIGHTLINER	M2 106
Estimated for FY 2023	447315	5555620001	2015	FREIGHTLINER	M2 106
Estimated for FY 2023	447415	5555620001	2015	FREIGHTLINER	M2 106
Estimated for FY 2023	447515	5555320001	2015	FREIGHTLINER	M2 106
Estimated for FY 2023	448415	5555420001	2015	FREIGHTLINER	M2 106

Estimated for FY 2023	448615	5555420001	2015	FREIGHTLINER	M2 106
Estimated for FY 2023	449015	5555620001	2015	FREIGHTLINER	M2 106

4.4 ITEM ESTIMATE QUANTITY DESCRIPTION

1A 12 each GRAPPLE TRUCK CUSTOM COLOR PAINT OPTION 1

4.4.1 CAB: All 15 cabs shall be painted to match the body color will be a Medium Grey Metallic, equivalent to Sherwin-Williams, Dimensions Overall Refinish Enamel, paint mix code - # 50374, or equivalent.

4.4.2 GRAPPLE BUCKET: Rotobec 040W shall be custom painted Pantone® Maroon # 8B0E04, C0 / M97 / Y100 / K50

4.5 ITEM ESTIMATE QUANTITY DESCRIPTION

1B 12 each GRAPPLE TRUCK CUSTOM COLOR PAINT OPTION 2

4.5.1 CAB: All 15 cabs and bodies shall be painted Axalta brand, Dark Gray, Imron Elite Productive 3.5 VOC paint.

4.5.2 GRAPPLE BUCKET: Rotobec 040W shall be custom painted Pantone® Maroon # 8B0E04, C0 / M97 / Y100 / K50

4.6 ITEM ESTIMATE QUANTITY DESCRIPTION

2 12 Each Cab and Chassis with Roll Off Hoist and Tarp System - Min. 66K GVWR

SPECIFICATIONS CAB AND CHASSIS:

4.6.1 ENGINE: Minimum 11.9-liter, in-line 6-cylinder turbo charged diesel, charge-air-cooled with electronic control system. Minimum of 435-HP at maximum 2100-RPM. Minimum peak torque rating of 1,550-lb. ft at 1,200-RPM. Dual-element, dry-type air cleaner with cleanable outer element, replaceable safety element, and restriction warning light or indicator on the dash. Engine computer will be programmed to limit maximum road speed to 65-MPH, engine idle time will be limited to 5-minutes, cruise control will not be activated.

4.6.2 EXHAUST SYSTEM: Muffler with vertical exhaust pipe with turn out.

4.6.3 ENGINE PROTECTION: Engine will be protected by an OEM engine protection system. As a minimum, the system will monitor engine and transmission oil pressure and temperature. Engine fuel solenoid must be de-energized and engine automatically stopped when any of the functions being monitored are unsafe per the manufacturer’s specifications. System must provide audio and visual alarms for 30 seconds prior to shutdown.

4.6.4 ELECTRICAL: Units to be equipped with a minimum of (3) three 12-volt, heavy-duty batteries (minimum 1800-CCA) and battery disconnect switch. Alternator to be 12-volt, minimum 160-amps, and gauge of lead wires to be sufficient to meet calculated load for this application. All wiring to be abrasion resistant and designated for severe service/heavy-duty use. Circuit breakers, manual reset with trip indicator minimum, to be used in place of fuses in excess of 20-amps. Speedometer, tachometer, odometer, oil pressure, hour meter, fuel level, voltmeter, coolant temperature and air pressure gauges must be installed.

4.6.5 LIGHTS: Cab clearance, marker, stop and back up lights to be LED. All chassis lights, mounted in rubber, and enclosed in steel light box. Mid-ship turn lights are to be LED, mounted in rubber, and enclosed in steel light box. **Four (4) high intensity strobe lights to be installed, two (2) in, or near, the front grill and two (2) flush mounted at the rear.** The two (2) front grill mounted strobe lights will be wired to be lit whenever the battery disconnect switch is in the “on” position.

4.6.6 TRANSMISSION: Allison 4500-RDS, six-speed transmission or proven equal with push button controls and Load-Based Shift Scheduling. Cooling system to be water to oil type. Transmission temperature gauge to be provided. Must be equipped with a forced auto neutral when the park brakes are applied. Operator must have to manually shift back to drive when the brakes are released. Equipped with a positive interlock, which cannot be overridden, preventing operation of hydraulic system unless transmission is in neutral, **(NO EXCEPTIONS)**. Push-button style keypad shift controller with illuminated digital display, indicator lights, low fluid level indicator, diagnostics

(prognostics), and gear / mode selection display. Transmission covered by manufacturer's total warranty of 60-months, unlimited miles, 100% parts, and labor.

- 4.6.7 COOLING SYSTEM:** Maximum capacity offered by the manufacturer. Coolant to be extended life, mixed to protect to -34° F. Silicone coolant hoses with stainless steel constant torque type hose clamps. Full flow, spin-on type, coolant filter. Low coolant warning to be provided.
- 4.6.8 PTO/PUMP:** A hot shift transmission mounted PTO with direct to the transmission. Pump to be rated at hoist manufacturers recommended pressure and gallons per minute requirement. The pump must not require more than 1,200 RPM to produce optimal pressure and flow. Pump to be controlled through a speed device that will prevent engagement of PTO/pump unless engine is at idle and transmission is in the neutral position, device must also disengage PTO/pump when engine RPM exceeds 1,500 RPM.
- 4.6.9 FRAME:** Minimum 120,000-PSI hi-tensile frame rails with full frame liner minimum of 3,700,000 RBM. All structural components, rails, braces, supports, etc., to be attached with "Huck-Bolt" type fasteners.
- 4.6.10** Wheelbase and Cab-to Trunion to be determined by hoist requirements.
- 4.6.11 CAB:** Conventional type with seating for driver and one passenger, minimum interior width, 80-inches. Maximum insulation (Extreme Climate Thermal Insulation) will be used to reduce engine and exterior heat and noise from penetrating into the cab. Driver seat to be high back bucket type, National Cush-n-Aire, or equal. Passenger seat to be non-suspension two man bench seat. Seat belts will be colored safety orange. Seat belt cover will not be acceptable. Arm rest on both doors. Doors will have power windows and locks. Windows will have factory and aftermarket tinting.
- 4.6.12 AIR CONDITIONING:** Air conditioning with integral heater and defroster units supplied under this specification must be OEM installed and designed for use with 134A refrigerant. System must be capable of maintaining a temperature inside the operator cab of 70°-F or less with an ambient temperature of not less than 95°-F with a relative humidity of not less than 90%. As a minimum, system must have a radiator-mounted condenser, 3-speed fan, and variable thermostat. If radiator mounted condenser is not practical, remote mount must be approved by the Fleet Acquisition Manager before installation. Roof mounted unit not acceptable. All air conditioner components to be compatible and recommended for end item. Vehicles to be equipped with factory and aftermarket tinted glass and insulated cab headliner.
- 4.6.13 FRONT AXLE:** Setback with minimum 20,000-lbs. capacity, minimum 20,000-lbs. springs, minimum wheel cut 50-degrees, hub piloted steel hubs, out-board mount type brake drums with Stemco or equal front wheel visible cap bearing oiler. Front shock absorbers to be heaviest duty available for specified axle.
- 4.6.14 STEERING:** Integral power steering. Assist cylinders, if any, must be mounted above front axle. Steering column will be tilt/telescoping.
- 4.6.15 REARAXLE:** Minimum 46,000-lbs., single speed tandem drive, equipped with hub piloted steel hubs, out-board mount type brake drums. Gear ratio installed must be capable of 70-mph +/-2 mph geared road speed at full engine governed RPM. Stemco or equal oil rear seals. Full locking differentials with audible interlock alarm in cab. The alarm must sound when the interlock is in the on position.
- 4.6.16 REAR SUSPENSION:** Minimum 46,000-lbs. capacity, Hendrickson HMX-460 with Hendrickson "Ultra Rod" torque rods. **(NO SUBSTITUTES ACCEPTABLE)**. Suspension shall be equipped with heaviest duty shock absorbers available with auxiliary spring gap properly adjusted after body installation and prior to delivery to City.
- 4.6.17 WHEELS & TIRES:** All wheels to be 10-hole hub piloted steel disc wheel, 22.5 X 9.0, painted white. Tires to be 315/80R22.5 L. Wheels will have loose wheel indicators installed color orange. All wheels shall be painted white.
- 4.6.18 BRAKES:** Full air drum brake with dust shields and ABS brake control system. Brakes to be the maximum O.E.M size offered of drum brakes front and rear to meet or exceed Federal brake requirements. Air drum brake internal adjuster's front and rear. Minimum 15 CFM compressor, Midland Pure Air Plus dryer model DA- 33100, or proven equal, with automatic drain valves Model KN24000 or equal on all tanks. It is preferred that the air tanks be grouped together, easily accessible to an operator standing at the side of the truck. If not possible, all air tank drains shall be plumbed to a manifold system where drain valves are at one location, easily accessible to an operator standing at the side of the truck. Spring set parking brakes on rear axle. Female coupling Milton M Type or approved equal to air tanks connected to the emergency side of air system, to be located in a protected area near the front bumper.

4.6.19 FUEL SYSTEM: To be equipped with minimum capacity of 50-gallons, aluminum, or steel tank. Fuel filtration system to include primary and secondary filter with water separator. Fuel filler neck is required to have a full flow screen. DEF tank to be equipped with gauge inside cab, if applicable. Fuel tank and DEF tank shall be mounted street side and shall be delivered full.

4.6.20 UNITS TO BE EQUIPED WITH THE FOLLOWING ADDITIONAL EQUIPMENT:

4.6.20.1 Motorized, West Coast type, right and left hand, heavy-duty, 6-inch x 16-inch split focus, (approximately 2/3 flat area, 1/3 adjustable convex) breakaway type, mirrors.

4.6.20.2 Air horn(s) and single electric horn.

4.6.20.3 Windshield wiper/washers with minimum 3 speed or variable speed wipers. Washer reservoir not to be mounted inside cab.

4.6.20.4 5-lb., ABC type fire extinguisher securely mounted in the cab.

4.6.20.5 DOT triangle warning kit securely mounted in the cab.

4.6.20.6 Exterior cab grab handles, both sides.

4.6.20.7 Two (2) front tow hooks installed on frame and strengthened sufficiently to lift, pull, and tow truck without damaging bumper or other body parts. A wire rope, minimum 1-inch diameter, shall be provided and fastened to both tow hooks to attach tow equipment.

4.6.20.8 Exterior sun visor, painted the same color as truck, and interior sun visors for driver and passengers.

4.6.20.9 Heavy-duty drive lines.

4.6.20.10 Minimum AM/FM with auxiliary input radio with two speakers.

4.6.20.11 Cigar lighter/power port.

4.6.20.12 Back up alarm

4.6.20.13 Parabolic mirrors installed on front fenders to provide view of obstacles on sides of truck from front bumper to rear wheels.

4.6.20.14 Ignition and door locks will be keyed alike. Three keys will be furnished for each truck delivered. Decal showing the total height of the unit displayed on the dash.

4.6.20.15 Traffic cone rack and water cooler rack mounted street side.

4.6.21 CAB COLOR: OEM white.

4.6.22 3rd Eye AWT84MSD DVR Monitor with color video system, with automatic switcher to be installed to enable proper and safe operation of the truck. Cameras and connectors must be sealed and waterproof. Flat screen, minimum 8.4 inch monitor to have extended visor and swivel base and be reachable and viewable from either driver position. Automatic switcher with remote switch must be capable of switching between cameras based on operation controls, transmission setting, or operator's preference. Monitor to have split screen capabilities and provisions to add another camera without modification. Cameras to have built in infra-red night vision, wide angle 170 degree field of view, and sunshade device. One (1) camera to be mounted below the tailgate to assist in backing up, two (2) cameras mounted under mirrors on right and left sides of cab, and one (1) forward facing camera. Mounting position and orientation of the cameras are to provide full 360 degree recorded view of the vehicle. The rear view camera must be activated when the transmission is shifted to reverse, view from the rear camera to be on the monitor when the truck is in transit (i.e. the truck is in motion and the hydraulic system is not engaged). A back up detection system to be installed – Rear object detection system, beeps faster the closer you get to an object while reversing; it will be tied into the camera system specified.

4.6.23 Must have an OEM Crash Avoidance System or an aftermarket Mobileye 6 Series (Mobileye 630) Collision Avoidance System shall be installed. This is a vision sensor complete with audible and visual alerts to prevent

collision. Visual alert can be dash mounted in driver's line of sight, and audible speaker can be mounted anywhere at passenger's side in cab.

SPECIFICATIONS ROLL OFF TILT FRAME HOIST:

- 4.6.24** These specifications are for self-loading refuse containers up to 22' inside length without overhang of the tilt frame rails. The minimum lift capacity must be 75,000 lbs. All equipment furnished under this contract must be new, unused, and manufacturer's current production model. Accessories, not specifically mentioned herein but are necessary to furnish a complete unit, ready for use, also must be included. Vendor must state number of years this model has been part of their manufacturing process. Hoist must be compatible with containers currently owned by the City. Specifications for roll off container are listed in bid item 3, 4.6 – Roll Off Containers.
- 4.6.25** Vendor must state its normal warranty, which will control to the extent and manner that it exceeds the minimum warranty. The minimum warranty is:
- 4.6.25.1** Basic Warranty – Entire hoist body – 12 months, unlimited mileage, 100% parts and labor
 - 4.6.25.2** 5 years – Materials and workmanship
 - 4.6.25.3** 5 years – Electrical system
 - 4.6.25.4** 5 years – Cylinders
- 4.6.26** The body must be mounted to the chassis by factory-trained technicians. Body must be in conformance with latest ANSI Z245.1 safety standards.
- 4.6.27** **FRAME:** Constructed of heavy duty material with a minimum 10" x 4" x 1/2" tubing and 1/2" x 3" bar wear strips. Sub frame units constructed of heavy duty material will have a minimum 8" x 4" x 1/2" main rails and 4" x 2" x 1/4" sub-frame. Outside rollers: ten (10) minimum 4" OD x 2" ID x 3-3/4" long with Aluminum Bronze Bushings. Rollers are to be secured with a collar and bolt. The forward end frame rail must have a hold down front stop and a lock. The hold down to be minimum 1" plate with 3/4" x 3" formed liner. The hoist must have zerker grease fittings at all wear points. Rear Hinge: must be welded and bolted to the truck frame with 3" heat treated hinge pin and 1 1/2" plate. Outside rails must be provided. Rear Roller: to be a quick change, 8" minimum 3" diameter long life bearing. Fenders: 2 double heavy duty steel over rear tires. Dump angle must not be less than 47-degrees. Unit must be mounted to chassis frame using manufacturer's standard method to keep with chassis manufacturing standards. All electrical wiring will be protected by looms or conduit and terminate in a watertight junction box, unprotected wiring is unacceptable.
- 4.6.28** **CABLE SYSTEM:** Cable for hoist will be a minimum of 7/8" – 75' EIPS IWRC and supplied with a rectangular eye fitting and swedge connection. The opening to be approximately 3-5/8," of cast alloy construction and overall length is approximately 12". The sheaves will be 10" in diameter with 2-5/16" bearing surface with aluminum bronze bushings for longer life. Each sheave must be interchangeable and held in place with minimum 2" diameter pins.
- 4.6.29** **HYDRAULIC SYSTEM:** The reeving cylinders must have a minimum 7" Bore x 80" stroke. The reeving cylinders to have 1/4" minimum steel lattice plate top cover over the area of the rod extension. Over reeving limiter must be provided. The lift cylinders must have a 6" Bore x 72" stroke. The hydraulic tank must be frame mounted, have a minimum capacity of 60 gallons, an in-tank micro glass filter (both suction and pressure will be filtered), a hydraulic filter restriction gauge, and constructed with a minimum of 7-gauge steel. Tank to also include a sight gauge, thermometer, and a minimum 3-micron vent filter. A hydraulic sampling device such as (Probilizer) gauge port to connect test equipment, and a fill port, 3/8-inch minimum, must be installed on hydraulic tank. One-quarter (1/4) turn ball valves will be installed to isolate the reservoir (suction and return lines) for service and maintenance. All hoses must be high-pressure wire braid construction designed to withstand four times the system pressure. Hydraulic tubing to be zinc dichromate treated to prevent rust.
- 4.6.30** The inside cab controls will be air over hydraulic type and return to neutral position when released. Outside controls to be ergonomically located behind the cab and properly labeled to indicate the direction of travel.
- 4.6.31** Hoist cycle time is to be not more than 46 seconds. Cable in and out: hoist up and down.
- 4.6.32** **SAFETY:** Must be equipped with a manual container tie down system that will secure all outside or inside rail containers without modifications to, or hold downs on, the container. Strap with integrated ratchet is acceptable.

Dash indicator light and audible alert when body is in the up position. Body props, one on each side.

- 4.6.33 REAR BUMPER:** Rear Bumper must meet ICC and DOT under ride requirements and have the ability to fold up automatically as the hoist is being raised to the up position.
- 4.6.34 PAINT:** Complete unit must be cleaned, and media blasted with all weld slag, oil and other residue removed. Cleaning must be in keeping with accepted industry standards. Unit will be primed and a finish coat of high gloss enamel applied. Unit to be painted black.
- 4.6.35 TOOLBOX:** Minimum ten (10) gauge painted steel with minimum one eighth inch (1/8") plate top toolbox, mounted on the passenger side. Toolbox to be a minimum forty-eight inches (48") in length by eighteen inches (18") wide by eighteen inches (18") high. Unit to have a door seal with rain gutter and a locking door handle.
- 4.6.36 PREVIOUS MODEL ACCEPTED:** Stellar SI75174OR was last purchase and is seeking an approved equal or the latest available model.

SPECIFICATIONS TARP SYSTEM:

- 4.6.37** Stellar SIAT (or approved equal or the latest model available) with 2 piece arms and adjustable tower, or approved equal. Telescoping tower system, with automatic arm kit, Stellar SIAT with 3 piece arms and adjustable tower, or approved equal. Tarping system to be powered by chassis hydraulic system. Tower to be hydraulically adjustable from 72-inches (Lowered) to 120-inches (Raised).
- 4.6.38** Arm kit to be 2 piece design with hydraulic cylinder adjustable pivot point to compensate for different container lengths. Tarper must have system to rephase arm cylinders for synchronizing.
- 4.6.39** Controls to be installed outside directly behind cab on driver's side mounted to tarper gantry.
- 4.6.40 MISCELLANEOUS:** These specifications are to replace these vehicles.

Purchase Order	Unit #	Cost Center	Year	Make	Model
Immediate	490113	5556050001	2013	FREIGHTLINER	114SD
Immediate	490212	5556050004	2013	FREIGHTLINER	114SD
Immediate	490313	5556050001	2013	FREIGHTLINER	114SD
Estimated for FY 2023	468915	5555620001	2015	WESTERN STAR	4700
Estimated for FY 2023	469015	5555320001	2015	WESTERN STAR	4700
Estimated for FY 2023	469115	5555520001	2015	WESTERN STAR	4700
Estimated for FY 2023	469215	5555520001	2015	WESTERN STAR	4700
Estimated for FY 2023	469315	5556050004	2015	WESTERN STAR	4700
Estimated for FY 2023	469415	5556050002	2015	WESTERN STAR	4700
Estimated for FY 2023	469515	5556050002	2015	WESTERN STAR	4700
Estimated for FY 2023	469615	5556050003	2015	WESTERN STAR	4700
Estimated for FY 2023	469715	5556050003	2015	WESTERN STAR	4700

- 4.7 ITEM ESTIMATE QUANTITY DESCRIPTION**
- 2A 12 COLOR PAINT OPTION 1**

4.7.1 CAB: All 15 cabs shall be painted Medium Grey Metallic, equivalent to Sherwin-Williams, Dimensions Overall Refinish Enamel, paint mix code - # 50374, or equivalent.

4.7.2 HOIST: Substitute OEM black and apply paint color Pantone® Maroon # 8B0E04, C0 / M97 / Y100 / K50.

- 4.8 ITEM ESTIMATE QUANTITY DESCRIPTION**

4.8.1 **CAB:** All 15 cabs shall be painted Axalta brand, Dark Gray, Imron Elite Productive 3.5 VOC paint.

4.8.2 **HOIST:** Substitute OEM black and apply paint color Pantone® Maroon # 8B0E04, C0 / M97 / Y100 / K50.

4.9 **ITEM ESTIMATE QUANTITY DESCRIPTION**

3 4 **ROLL OFF CONTAINERS**

4.9.1 **REQUIREMENT:** Containers shall be compatible with hoist equipment identified in bid item #2.

4.9.2 **FLOOR:** Floor plate to be one piece with continuous weld along perimeter, minimum one-quarter inch (1/4") plate. Outside dimensions shall be twenty two (22) feet long and eight (8) feet wide. Crossmembers and side rails to be minimum 3 by 4.1 structural channel steel on maximum twelve inch (12") spacing. Minimum three-sixteenths inch (3/16") plate installed every other crossmember as gussets. Main rails to be minimum six inch (6") by two inch (2") by one quarter inch (1/4") structural tube. Wheels to be a minimum eight inch (8") heavy duty pipe, ten inches (10") long, with wheel stands constructed out of minimum one half inch (1/2") plate steel. Wheel axles to be minimum one and a half inch (1-1/2") solid round steel. Bullnoses to be minimum one and a half inch (1-1/2") plate steel. Rollers to be a minimum four inch (4") outside diameter by one and an eighth inch (1-1/8") thick mechanical tube, six inches (6") long with minimum half inch (1/2") plate steel roller arms, with one and a half inch (1-1/2") solid steel round roller axles. Hook plate to be a minimum three quarter inch (3/4") steel plate, fifteen inches (15") by twenty-three inches (23"). Cable hook to be a minimum one and a quarter inch (1-1/4") high-tensile plate, inserted thru hook plate, locked in and fully welded on both sides.

4.9.3 **SIDES:** Side sheet to be minimum three-sixteenths inch (3/16") plate steel with minimum ten (10) gauge formed plate three inch (3") deep by five inch (5") wide side posts. Side posts on maximum twenty-inch (20") centers with drain holes under the posts. Top rails to be minimum four inches (4") by three inches (3") constructed of minimum seven (7) gauge structural tube. Tarp tie-down bars minimum five-eighths inch (5/8") solid round steel. Ladder to be constructed of minimum quarter inch (1/4") by one and a quarter inch (1-1/4") flat bar steel. Side heights to be eighty-two inches (82") at the rear, stepped down to sixty inches (60") at the front. Step-down to be compatible with City owned roll off hoist trucks with grapplers.

4.9.4 **TAILGATE:** Single door type, hinged at right side of tailgate allowing tailgate to swing out fully to right side of container. Tailgate sheet to be minimum ten (10) gauge plate steel, with minimum four inches (4") by three inches (3") framing, constructed of minimum seven (7) gauge structural tube. Minimum ten (10) gauge formed steel plate to be used for reinforcing horizontal channels. Hinge plates to be minimum half-inch (1/2") plate steel with minimum two-inch (2") heavy-duty tube hinge sleeves (with grease fittings) and minimum one and a quarter inch (1-1/4") solid steel round hinge pins. Hinges will have replaceable spacers/washers between segments. Latch to be of vertical uplift design and minimum five sixteenths inch (5/16") high-test chain with receptors on right side of container. Tailgate aligner to be minimum one-half inch (1/2") plate steel, even with floor of container. Bulkhead - Sheet to be minimum ten (10) gauge plate steel with minimum ten (10) gauge formed plate three inch (3") deep by five inch (5") wide side posts. Top rails to be minimum four inches (4") by three inches (3") constructed of minimum seven (7) gauge structural tube. Tarp tie-down bars minimum five-eighths inch (5/8") solid round steel rod. Doghouse to be minimum three-sixteenths inch (3/16") plate steel, reinforced.

4.9.5 **COLOR:** Color will be Medium Grey Metallic, Sherwin-Williams, Dimensions Overall Refinish Enamel, paint mix code - # 50374, or equivalent. Reflective conspicuity markings shall be applied along both sides and across the front and rear of container.

4.9.6 **MISCELLANEOUS:** Wastequip is the last brand of roll off containers purchased. These specifications are to acquire (4) roll off containers to be added to the City fleet.

4.10 **ITEM ESTIMATE QUANTITY DESCRIPTION**

3A 4 **CONTAINER CUSTOM COLOR PAINT OPTION 1**

4.10.1 **COLOR:** All 4 containers shall be painted Axalta brand, Dark Gray, Imron Elite Productive 3.5 VOC paint.

4.11 **ITEM ESTIMATE QUANTITY DESCRIPTION**

SPECIFICATIONS CAB AND CHASSIS:

- 4.11.1 ENGINE:** In line six (6) cylinder, minimum 8.3 liter, diesel, minimum 330 net HP rated at not more than 2400- RPM. Engines to be equipped with OEM or equal shut down control on high water temperature and low oil pressure. Electronic engine controls must have all necessary components and wiring to allow for complete operation of a power take off at a pre-determined RPM using an in-cab control (must be load sensitive). Maximum road speed to be electronically limited to 70-MPH +/- 2-MPH. Cruise control will not be activated. Engine will have automatic shutdown feature enabled after 5-minutes of idle time.
- 4.11.2 GVWR:** Minimum 37,000 lbs.
- 4.11.3 TRANSMISSION/ DRIVE:** Electronic 6 speed (minimum) automatic transmission capable of a minimum 1,000 lbs. torque power output at 1,400 RPM.
- 4.11.4 FRAME:** Minimum 3,200,000-RBM, full re-enforced, "C" channel, heat treated, 110,000 - PSI steel. . Equipped with a steel splash guard mounted in front rear tires and mud flaps behind the rear tires.
- 4.11.5 FRONT AXLE:** Set back, minimum 14,000-lbs. capacity with minimum 14,000-lbs. springs, hub piloted steel hubs, ends equipped for drum brakes, with Stemco or equal front wheel visible cap bearing oiler. Front shock absorbers to be heaviest duty available for specified axle.
- 4.11.6 REAR AXLE:** Minimum 23,000-lbs. capacity with 23,000-lbs. spring capacity, minimum 3,000-lbs. multi leaf auxiliary springs, equipped with hub piloted steel hubs, ends equipped for drum brakes. Will be equipped with driver controlled differential lock (DCDL) with warning light and buzzer to indicate engagement located on dash. Stemco or equal oil rear seals. Drive train geared to attain 70-MPH +/- 2-MPH at full engine governed RPM
- 4.11.7 WHEELS & TIRES:** Wheels to be 10-hole hub piloted steel disk wheel, minimum size 22.5 X 8 painted white. Tires - Front tires are to be 315/80R 22.5 20 ply and rear tires are to be 11R 22.5 14 ply, tubeless steel belted radial tires. All wheels to be equipped with highest temperature rated fluorescent loose lug indicators, indicators to be left in cab ready for COSA to install.
- 4.11.8 BRAKES:** Full air drum brake with dust shields and ABS brake control system. Brakes to be the maximum O.E.M size offered of drum brakes front and rear to meet or exceed Federal brake requirements. Air drum brake internal adjuster's front and rear. Minimum 15 CFM compressor, Midland Pure Air Plus dryer model DA- 33100, or proven equal, with automatic drain valves Model KN24000 or equal on all tanks. It is preferred that the air tanks be grouped together, easily accessible to an operator standing at the side of the truck. If not possible, all air tank drains shall be plumbed to a manifold system where drain valves are at one location, easily accessible to an operator standing at the side of the truck. Spring set parking brakes on rear axle. Female coupling Milton M Type or approved equal to air tanks connected to the emergency side of air system, to be located in a protected area near the front bumper.
- 4.11.9 FUEL SYSTEM:** To be equipped with minimum capacity of 50-gallons, aluminum, or steel tank. Fuel filtration system to include primary and secondary filter with water separator. Fuel filler neck is required to have a full flow screen. DEF tank to be equipped with gauge inside cab, if applicable. Fuel tank and DEF tank shall be mounted street side and shall be delivered full.
- 4.11.10 EXHAUST SYSTEM:** Muffler with horizontal exhaust tailpipe and defuser. Must extend to the rear of the vehicle to allow for a 22-foot body (termination within two feet of rear axle is acceptable.) A heat shield, installed under frame rails and around the muffler and exhaust pipes, to protect but not interfere with PTO, hydraulic pump, or hoses and to keep excessive heat from radiating to the operator position.
- 4.11.11 ELECTRICAL:** Minimum 1800 CCA battery with a master battery cut-off switch located in the cab of vehicle and accessible from outside of driver door when door is open. Alternator shall be rated a minimum 130 amp capacity. To be equipped with oil pressure, water temperature, tachometer, hour meter, and volt or amp gauges. All wiring to be of high quality, abrasion resistant, and to be protected by looms or conduit and terminate in a watertight junction box (unprotected wiring is not acceptable). All wire terminals to be self-sealing and waterproof. Jump start studs shall be provided and installed in an area easily accessible for use.

4.11.12 LIGHTING: All lights on cab and chassis and or bodies are to be of LED (Light Emitting Diode) type with an On/Off control switch when truck is powered down. If LED front turn signals are not available from the chassis OEM, standard lights may be used. Two strobe lights (WHELEN TIR-6, P/N 01-0663507A33B, SUPER-LED, 500 SERIES DIRECTIONAL WARNING LIGHT or proven equal) will be mounted as high as possible in the grill of the truck. The two (2) front grill mounted strobe lights and rear strobe lights will be wired to be lit when the brake pedal is depressed or the park brake is applied. Two (2) cab mounted high intensity strobe lights to be installed in the grill that is controlled with a dash mounted switch. These strobe lights will operate automatically whenever battery switch is on, and ignition key is off to notify operator that the battery switch is left on.

4.11.13 CAB: Air ride suspension cab with running boards, tilt hood, and fenders, left and right hand cab grab handles, and manufacturer's standard AM/FM and Auxiliary input radio. Unit should be Bluetooth enabled. Exterior sun visor painted the same color as truck. Doors to have armrests. Units to be factory equipped with installed OEM air conditioner, integral heater, defroster units, insulated cab headliner, standard left and right side sun visor, left and right outside mirrors, motorized, west coast type, right and left hand, heavy-duty, 6-inches x 16-inches split focus, (approximately 2/3 flat area, 1/3 adjustable convex) breakaway type. Parabolic mirrors installed on both front fenders to provide view of obstacles on right side of truck from front bumper to rear wheels. Driver seat to be bucket type, National Cush-n-Air or equal. Passenger seat to be non-suspension two man bench seat. Material to be Autotuff Interior upholstery "modura" and seatbelt color to be bright orange for all cab occupants (NO EXCEPTIONS). Seats to be either high back style or include headrest. Seatbelts to be provided for driver and 2 passengers. Interior color to be gray. Doors will have power windows and locks. Side and rear windows will have factory or aftermarket tinting at the darkest allowable by Window Tint Standards under Texas Administrative Code, Title 37, Part 1, Rule 21.3. The minimum cab width shall be 72". Turn signals should have automatic cancelation. Cabin air filter must be easily accessible for frequent maintenance. Cab shall be painted OEM white.

4.11.14 PTO: A transmission mounted PTO and direct, or PTO extension shaft mounted, pump rated at the loader manufacturer's recommended pressure and GPM requirements, will be installed and compatible with the truck transmission. The pump must not require more than 1,400-RPM to produce the optimal pressure and flow needed to operate the loader. Pump must be controlled through a speed device that will not allow engagement unless the engine is at idle and the truck transmission is in the neutral position. Pump/ PTO must automatically disengage when transmission is shifted out of neutral or engine RPMs exceed 1,400-RPM. Hydraulic oil cooler will be provided.

4.11.15 TOW HOOKS/ WINCH ASSEMBLY: Two front tow hooks installed on frame and strengthened sufficiently to lift, pull, and tow truck without damaging bumper or other body parts. A wire rope, minimum 1-inch diameter, shall be provided and fastened to both tow hooks to attach tow equipment.

4.11.16 UNIT SHALL BE EQUIPPED WITH THE FOLLOWING:

4.11.16.1 Minimum one (1) electrical and one (1) air horn that meet DOT standards.

4.11.16.2 Integral power steering

4.11.16.4 Turn indicators, front, and rear, stop and taillights.

4.11.16.5 Windshield washers and variable speed wipers.

4.11.16.6 Adjustable steering column.

4.11.16.7 Power Port/ USB Charging port

4.11.16.8 All vehicles require an audible back up alarm. Amber color LED strobe lights (WHELEN TIR-6, P/N 01-0663507A33B, SUPER-LED, 500 SERIES DIRECTIONAL WARNING LIGHT or proven equal) are to be installed on the tailgate panel of the body. The two (2) rear strobe lights will be wired to be lit when the brake pedal is depressed or the park brake is applied.

4.11.16.9 DOT Triangle kit and reflector flare kit securely mounted in the cab.

4.11.16.10 A 10 lb. ABC type fire extinguisher shall be installed securely and easily accessible behind cab, driver's side. A weatherproof sleeve shall cover the certification tags.

4.11.16.11 Bracket for 3 gallon water cooler mounted at a location approved by SWMD Coordinator before delivery of first unit.

- 4.11.16.12** Decal showing the total height of the unit displayed on the dash.
- 4.11.16.13** Cone rack (Bergkamp part #014235 or approved equal) mounted between cab and body. Rack to hold a minimum 6 cones in place.
- 4.11.16.14** Power door windows and locks.
- 4.11.16.15** Hour meter
- 4.11.16.16** 3rd Eye AWT84MSD DVR Monitor with color video system, with automatic switcher to be installed to enable proper and safe operation of the truck. Cameras and connectors must be sealed and waterproof. Flat screen, minimum 8.4 inch monitor to have extended visor and swivel base and be reachable and viewable from either driver position. Automatic switcher with remote switch must be capable of switching between cameras based on operation controls, transmission setting, or operator's preference. Monitor to have split screen capabilities and provisions to add another camera without modification. Cameras to have built in infra-red night vision, wide angle 170 degree field of view, and sunshade device. One (1) camera to be mounted below the tailgate to assist in backing up, two (2) cameras mounted under mirrors on right and left sides of cab, and one (1) forward facing camera. Mounting position and orientation of the cameras are to provide full 360 degree recorded view of the vehicle. The rear view camera must be activated when the transmission is shifted to reverse, view from the rear camera to be on the monitor when the truck is in transit (i.e. the truck is in motion and the hydraulic system is not engaged). A back up detection system to be installed – Rear object detection system, beeps faster the closer you get to an object while reversing; it will be tied into the camera system specified.
- 4.11.16.17** Must have an OEM Crash Avoidance System or an aftermarket Mobileye 6 Series (Mobileye 630) Collision Avoidance System shall be installed. This is a vision sensor complete with audible and visual alerts to prevent collision. Visual alert can be dash mounted in driver's line of sight, and audible speaker can be mounted anywhere at passenger's side in cab.
- 4.11.16.18** **WINCH: Remote controlled winch system with 12,000lbs of pulling capacity. Minimum 80' of 3/8" durable wire rope. Provide a 3-stage planetary geartrain or a similar operating efficiency design. The clutch level and applicable hardware shall be stainless steel with corrosion and weather resistance. A remote mounted fan that cools the winch motor with automatic activation.**

4.11.17 SPECIFICATIONS FOR GRAPPLER TRAILER BODY:

- 4.11.18 LENGTH:** Approximately 22' feet, sized to accept trash bucket in travel position with boom straight not more than 6-inches of empty space between rear end of bucket and tailgate with the boom in the horizontal position.
- 4.11.19 INSIDE WIDTH:** Minimum 94" inches
- 4.11.20 LONGITUDINAL SILLS:** Minimum 7-inch, 9.8-lb., high strength steel channel or 2" x 6" x 1/4" inch structural tubing.
- 4.11.21 CROSS SILLS:** Minimum 4" inches, formed box channel of "C" section high strength steel, 10-gauge, or 3" inch, 4.1-lb. structural channel. Sills to be installed on maximum 12" inch centers
- 4.11.22 SIDE AND END RAILS:** Minimum 5" inch deep, 10-gauge, 3" inch deep for units using 4.1-lb. structural channel.
- 4.11.23 FLOOR:** Minimum 1/4-inch, steel tread plate for units with floor welded to cross members or minimum 3/16-inch, steel tread plate for units with a minimum of 5, floor support long sills, formed of minimum 12-gauge steel channel with floor welded to long sills. All welds may be stitched welded, no spot-welding. A 1/2-inch steel plate will be welded to the floor (bed width and 4-feet long) at the rear of floor and directly under the trash bucket travel position (opened, with jaws to the left and right sides of the body longitudinal centerline).
- 4.11.24 LIGHTING:** All lighting and reflectors will meet or exceed D.O.T. requirements. Reflectors shall be attached with mechanical fasteners. Stop lights, turn signals, backup, marker, and clearance lights shall be LED-type and mounted to reduce the possibility of damage from contact with brush. Four, high intensity strobe lights (WHELEN TIR-6, P/N 01-0663507A33B, SUPER-LED, 500 SERIES DIRECTIONAL WARNING LIGHT or proven equal) to be installed, one in each corner of the tailgate. The two (2) front grill mounted strobe lights and rear strobe lights will be wired to be lit when the brake pedal is depressed or the park brake is applied. Amber mid-ship clearance/turn

signal lights shall be mounted on both sides of body. Lights should be mounted utilizing grommets, to ensure quick replacement.

4.11.25 SIDES AND HEAD: Body sides and head to be manufactured of 10-gauge steel (minimum ASTM A-570) with a 3-inch wide return type rolled upper rail. Single piece construction of sides is desirable. Two-piece construction is acceptable only if seams are vertical and centered on the body with one additional vertical brace centered and welded to the outside of the seam. Heads will be of single piece construction. Side vertical braces (minimum 7) evenly spaced each side for structural channel, and formed, 6-inch x 3-inch channel, manufactured of minimum 10-gauge steel, firmly welded to sides and floor. Head to have a minimum of two such vertical braces evenly spaced from sides and center. Sides and head to be bed length and 48-inches high from bed level. All sides, head, and braces, to be welded to body floor. Self-cleaning sides will be installed to outside of bed (minimum 10-gauge material) at approximately a 45 degree angle. Install minimum 3/16-inch plates on inside of bed to form self-cleaning floor at approximately 45 degrees. Ends of self-cleaning sides must be completely boxed. All welds to be continuous, no spot-welding. Designs using 4-inch X 3-inch box tubing instead of 3-inch wide return type rolled upper rails are acceptable if such tubing is installed using a continuous weld from front to rear at the upper edge of the body so that ends are completely boxed.

4.11.26 TAILGATE: Single door type, hinged at right side of tailgate allowing tailgate to swing out fully to right side of trailer. Two hinges evenly spaced from top to bottom, with minimum 1"-inch hinge pins. Heavy-duty provisions to secure door in full open position against body side required. Tailgate to be manufactured of minimum 10-gauge steel with boxed type reinforcements on all sides with basic sheet wrapped over top and under bottom. Base section must be sloped to form a dirt-free self-cleaning edge. A positive firm locking latch, which can be operated from ground level, will be used to secure the doors in the closed position. Minimum three (3) each, ratchet type cam locks, along with guides to be installed on left side of door to ensure proper door closure. Design of door must include support of door on body platform instead of sides when door is closed. All hinges will have Zerk fittings to facilitate lubrication. Latching on tailgates should be uniformed and open and close in same manner across all tailgates.

4.11.27 TOOLBOX: A lockable, watertight, toolbox, approximately 18-inches high X 20-inches wide X 18-inches deep to be mounted on the curb side of vehicle frame, under the body. All components to be designed, installed, tested, and adjusted prior to delivery. Unit to be fully functional and ready for use upon delivery.

4.11.28 SAND BOX: A metal container to carry approximately 200 lb. of sand will be attached to the sidewalk side of the truck. Exact location will be determined with first article.

4.11.29 PAINT: Body must be properly cleaned and prepared prior to painting. Primer coat to be thoroughly dry prior to final two coats. Body color will be a Medium Grey Metallic, equivalent to Sherwin-Williams, Dimensions, urethane enamel, paint code - DFP386, mix code - # 50374. Interior of dump area is to be primed and painted.

4.11.30 SPECIFICATIONS FOR HYDRAULIC GRAPPLE LOADER:

4.11.31 CONSTRUCTION: High tensile strength steel used in all major structural members such as A-frame legs, boom ears, boom spars, and stabilizers. Positive lubrication must be available to each wear point Boom rotation must be made through a hydraulic rotary drive motor. Elevation and knuckling of boom and operation of stabilizing outrigger jacks will be through double acting hydraulic cylinders with controls located at the operator's platform. All movements - swing, knuckle, lift, rotate, and bucket action will be able to be accomplished simultaneously without jerking or other unnatural actions of the loader. A two stage pump, per manufacturer's flow design, will be provided to meet this requirement. All boom and outrigger pivot points to have bronze, brass, or steel bushings with grease fittings.

4.11.32 BOOM LENGTH: Maximum 23 feet, minimum 21 feet, without telescoping boom.

4.11.33 BOOM ELEVATION: Minimum 75-degrees above horizontal

4.11.34 WORKSPACE: A minimum 24" +/- 3" inch workspace will be maintained between back of cab and loader and a minimum 12" inch workspace between loader and body.

4.11.35 OUTRIGGERS: Outriggers to be hydraulic telescoping type with stabilizer pads, individually adjustable for operating height. Outside shell of out riggers will be braced/ reinforced to prevent bowing. Replaceable wear blocks and/or an effective lubrication system will be installed to prevent excessive wear of the internal leg of the outrigger. Edges of stabilizer pads will curve up to prevent gouging street material. A 90-decibel audio alarm will sound when the outriggers are being extended. Two eye hooks capable of securing outriggers in the travel mode will be installed as back up for hydraulic failure.

4.11.36 ROTATION OF BOOM: 360 degree continuous rotation. An electrical collector will be installed to ensure electrical wiring will not be damaged by continuous rotation of the boom. A boom lock will be installed at the operator station to prevent boom swing during transport.

4.11.37 SWIVEL COUPLINGS: Hoses must be equipped with swivel couplings which prevent twisting of hoses when boom is swung through its entire rotational arc.

4.11.38 CONSTRUCTION: High tensile strength steel used in all major structural members such as a-frame legs, boom ears, boom spars, and stabilizers. Positive lubrication must be available to each wear point.

4.11.39 TRASH BUCKET: Combination type bucket designed for solid waste and brush collection with fully enclosed sides. Bucket to be Rotobec 040W (City of San Antonio custom built that includes curved jaws and special closing cylinders); **NO ALTERNATIVE GRAPPLE SYSTEM SHALL BE ACCEPTED.** Cylinders, hoses, and hydraulic lines must be protected from debris protruding through bucket with steel plates. Hoses will also be covered with anti-wear material. Painted OEM manufacturer's standard color.

4.11.40 BOOM LENGTH: Maximum 22 feet, minimum 21 feet, without telescoping boom.

4.11.41 CRANE STABILITY: Minimum 2-inches upper and lower steel plates will be used to mount the crane to the vehicle frame. The frame will be reinforced with minimum 3-inches braces located adjacent to the mounting bolts, with stops welded on chassis frame to prevent sliding. Stops cannot be welded directly to truck frame.

4.11.42 Minimum lifting capacity less bucket:

4.11.42.1	LOAD	RADIUS FROM CENTER
	5,400-lbs	15-feet
	8,000-lbs	10-feet

4.11.43 ADDITIONAL REQUIREMENTS:

4.11.43.1 Install a safety cradle around operator seat approximately 3-inches wider than seat, level with the seat in the folded position, and not more than 18" inches to the rear. Material to be 1 1/4-inches steel tubing firmly mounted and must not interfere with operator's range of motion.

4.11.43.2 Main engine cutoff switches to be equipped in the grappler operator area.

4.11.43.3 Install a safety belt on operator's seat.

4.11.43.4 All safety equipment required meeting Federal and State safety standards to include under ride protection and conspicuity markings will be furnished and installed.

4.11.43.5 Ladders to provide access to workstation on left and right side of loader, configured with minimum of 4 non-slip step, minimum 1-inch tread depth. Ladders will angle towards loader from bottom rail. Handrails will be provided.

4.11.43.6 A switch, easily accessible to the crane operator, shall sound a signaling device. Signal must be loud enough to be heard over the loader during operation.

4.11.43.7 Boom guards will be installed on both boom segments. Boom guards will be customized to protect the hydraulic lines from any damage during operation. Material for the boom guards shall be constructed of a high tensile strength steel, and must be secured by fasteners.

4.11.43.8 Adequate sized wheel chock to support a minimum 35,000 GVWR shall be supplied with mounting brackets on the street side of the body.

4.11.43.9 Safety switch to be added to seat to render boom operation inoperable when operator is not sitting in the seat.

4.11.44 MISCELLANEOUS: This specification is a reconfiguration request to replace Public Works # #0656

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

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

Liquidated Damages for Delay:

The parties agree that the actual damages that might be sustained by the City by reason of the breach by Vendor of its covenant to make delivery within the time specified herein, is uncertain and would be difficult of ascertainment, and **that the sum of \$100.00 per day per unit for each day that delivery is late would be a reasonable compensation for** such breach. Vendor hereby promises to pay, and City hereby agrees to accept, such sum as liquidated damages, and not as a penalty, in the event of such breach. Furthermore, the parties agree that City may withhold said liquidated damages from any payments due to Vendor hereunder. If Vendor's delay exceeds 30 days, City may, at its option, elect to terminate this contract in whole or in part. In such event, City may pursue actual damages, rather than applying this liquidated 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 "**Purchase of Brush Collection Trucks and Roll Off Containers**" 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	For <u>B</u> odily <u>I</u> njury and <u>P</u> roperty <u>D</u> amage of \$1,000,000 per occurrence. \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

c. Personal/Advertising Injury d. Contractual Liability e. Independent Contractors	
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence</u>

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 meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days of the invoice.

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

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

Invoicing and Payment.

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

accounts.payable@sanantonio.gov

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

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

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

Information Required On Invoice.

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

Payment by City.

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

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

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

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

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

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

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

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

Changes that do not involve an increase in contract price may 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 affected by Director, without further action by the San Antonio City Council.

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

INDEMNIFICATION.

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly 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.

State Prohibitions on Contracts:

This section only applies to a contract that:

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

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

Prohibition on Contracts with Companies Boycotting Israel.

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

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

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

Prohibition on Contracts with Companies Boycotting Certain Energy Companies.

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

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

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

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

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

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

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

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, 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.:

V1001210

Signer's Name:

Nes Gonzalez

Name of Business:

Kyrish Truck Centers

Street Address:

1380 Ackerman Rd

City, State, Zip Code:

San Antonio, TX 78219

Email Address:

wgonzalez@kyrishtrucks.com

Telephone No.:

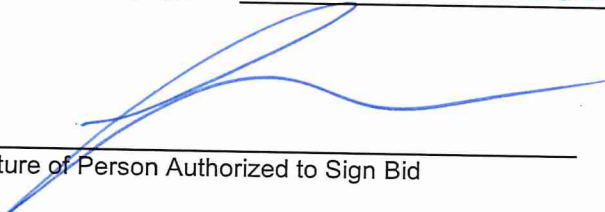
210.661.8371

Fax No.:

210.661.8371

City's Solicitation No.:

6100015151


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

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

THE CITY WILL HAVE THE "OPTION" TO PURCHASE ALL THE COMPLETE UNITS AS CAB COLOR WHITE, OPTION 1A/2A CAB COLOR MEDIUM GREY, OR 1B/2B COLOP DARK GREY FOR ITEMS: 1 AND 2, ITEM 3 AS MEDIUM GREY ITEM OR OPTION 1A DARY GREY. ITEM 4 IS WHITE ONLY.

ITEM	ESTIMATE QUANTITY	DESCRIPTION
1	12 Each	35K GWVR Brush Collection Grappler Truck

PRICE EACH: \$ 240,008.01

TOTAL: \$ 2,880,096.12

YEAR, MAKE & MODEL OF CAB & CHASSIS OFFERED:

2023 International HV607

CAB & CHASSIS WARRANTY:

See Attached

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

Cummins L9 330 HP

ENGINE WARRANTY:

See Attached

TRANSMISSION OFFERED:

Allison 3500 RDS

TRANSMISSION WARRANTY:

3 year Unlimited

CAB & CHASSIS WARRANTY SERVICE PROVIDER FACILITY NAME:

Kyrish Truck Centers

CAB & CHASSIS WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

1380 Ackerman Rd.

San Antonio, TX 78219

SPECIFIC MAKE & MODEL OF GRAPPLER AND GRAPPLER BODY OFFERED:

Robotec Elite 910

GRAPPLER AND GRAPPLER BODY WARRANTY:

1 year unlimited

GRAPPLER AND GRAPPLER BODY WARRANTY SERVICE PROVIDER FACILITY NAME:

Fox Truck World

965 Fm 1516

GRAPPLER AND GRAPPLER BODY WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

965 Fm 1516

San Antonio, TX

DELIVERY WILL BE MADE WITHIN 400 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: 10/31/22

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 10/1/22

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

ITEM	ESTIMATE QUANTITY	DESCRIPTION
1A	12 Each	35K GWVR Brush Collection Grappler Truck; GRAPPLE TRUCK CUSTOM COLOR PAINT OPTION 1: Cab/Body painted Medium Grey Metallic
PRICE EACH: \$		241,544.00
TOTAL: \$		2,898,528.00

ITEM	ESTIMATE QUANTITY	DESCRIPTION
1B	12 Each	35K GWVR Brush Collection Grappler Truck; GRAPPLE TRUCK CUSTOM COLOR PAINT OPTION 2: Cab/Body painted Dark Grey

PRICE EACH: \$ 241,544.00

TOTAL: \$ 2,898,528.00

ITEM	ESTIMATE QUANTITY	DESCRIPTION
2	12 Each	Cab and Chassis with Roll Off Hoist and Tarp System - Min. 66K GWVR

PRICE EACH: \$ 201,015.37

TOTAL: \$ 2,412,184.44

YEAR, MAKE & MODEL OF CAB & CHASSIS OFFERED:

2023 International HV613

CAB & CHASSIS WARRANTY:

See Attached

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

International I26 450 HP

ENGINE WARRANTY:

See Attached

TRANSMISSION OFFERED:

Allison 4500 RDS

TRANSMISSION WARRANTY:

3 year unlimited

CAB & CHASSIS WARRANTY SERVICE PROVIDER FACILITY NAME:

Kyrish Truck Centers

CAB & CHASSIS WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

1380 Ackerman Rd

San Antonio, TX 78219

SPECIFIC MAKE & MODEL OF ROLL OFF TILT FRAME HOIST OFFERED:

1 year unlimited
Stellar S175

ROLL OFF TILT FRAME HOIST WARRANTY:

1 year unlimited

ROLL OFF TILT FRAME HOIST WARRANTY SERVICE PROVIDER FACILITY NAME:

Fox Truck World

ROLL OFF TILT FRAME HOIST WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

956 E. M. 1516 S.
San Antonio, TX

DELIVERY WILL BE MADE WITHIN 400 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: 10/31/22

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 10/1/22

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

ITEM	ESTIMATE QUANTITY	DESCRIPTION
2A	12 Each	Cab and Chassis with Roll Off Hoist and Tarp System - Min. 66K GWVR; CUSTOM COLOR PAINT OPTION 1: Cab//Hoist painted Medium Grey Metallic
PRICE EACH: \$		201,689.74
TOTAL: \$		2,420,276.88

ITEM	ESTIMATE QUANTITY	DESCRIPTION
2B	12 Each	Cab and Chassis with Roll Off Hoist and Tarp System - Min. 66K GWV; CUSTOM COLOR PAINT OPTION 2: Cab/Hoist painted Dark Grey
PRICE EACH: \$		201,689.74
TOTAL: \$		2,420,276.88

ITEM	ESTIMATE QUANTITY	DESCRIPTION
3	4	ROLL OFF CONTAINERS

PRICE EACH: \$ NO Bid

TOTAL: \$ _____

MAKE & MODEL OF ROLL OFF CONTAINERS OFFERED:

ROLL OFF CONTAINERS WARRANTY:

ROLL OFF CONTAINERS WARRANTY SERVICE PROVIDER FACILITY NAME:

ROLL OFF CONTAINERS WARRANTY SERVICE PROVIDER FACILITY ADDRESS

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

PRODUCTION CUT-OFF DATE: _____

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

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

ITEM	ESTIMATE QUANTITY	DESCRIPTION
3	4	ROLL OFF CONTAINERS; CUSTOM COLOR PAINT OPTION 1: Containers painted Dark Grey

PRICE EACH: \$ _____

TOTAL: \$ _____

ITEM	ESTIMATE QUANTITY	DESCRIPTION
4	1	35K GWVR Brush Collection Grappler Truck with Winch

PRICE EACH: \$ _____

TOTAL: \$ _____

YEAR, MAKE & MODEL OF CAB & CHASSIS OFFERED:

CAB & CHASSIS WARRANTY:

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

ENGINE WARRANTY:

TRANSMISSION OFFERED:

TRANSMISSION WARRANTY:

CAB & CHASSIS WARRANTY SERVICE PROVIDER FACILITY NAME:

CAB & CHASSIS WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

SPECIFIC MAKE & MODEL OF GRAPPLER AND GRAPPLER BODY OFFERED:

GRAPPLER AND GRAPPLER BODY WARRANTY:

GRAPPLER AND GRAPPLER BODY WARRANTY SERVICE PROVIDER FACILITY NAME:

GRAPPLER AND GRAPPLER BODY WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

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

PRODUCTION CUT-OFF DATE: _____.

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

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

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

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: 6100015108 / 6100015151

Name of Respondent:	Kyrish Truck Centers	
Physical Address:	1380 Ackerman Road	
City, State, Zip Code:	San Antonio, TX 78219	
Phone Number:	210.661.8371	
Email Address:	wgonzalez@kyrishtrucks.com	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	<input checked="" type="radio"/> 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	<input checked="" type="radio"/> 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	<input checked="" type="radio"/> 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	<input checked="" type="radio"/> 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	<input checked="" type="radio"/> 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

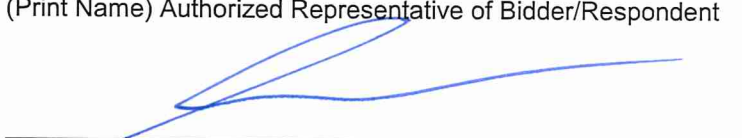
ACKNOWLEDGEMENT

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:

Wes Gonzalez
(Print Name) Authorized Representative of Bidder/Respondent


(Signature) Authorized Representative of Bidder/Respondent

Sales Representative
Title

3/4/22
Date

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

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

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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: 6100015108 / 6100015151

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

Name of Business:	Kyrish Truck Centers	
Physical Address:	1380 Ackerman Road	
City, State, Zip Code:	San Antonio, TX 78219	
Phone Number:	210.661.8371	
Email Address:	wgonzalez@kyrishtrucks.com	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent:	<u>187</u>	
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	<input checked="" type="radio"/> Yes	No
Has the business been headquartered in the incorporated San Antonio city limits for one year or more? (circle one)	<input checked="" type="radio"/> 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:		

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

Name of Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent in the local office: _____		
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

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ACKNOWLEDGEMENT

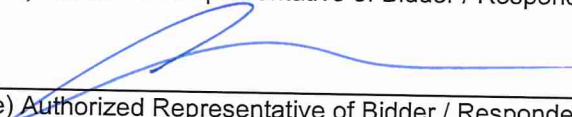
THE STATE OF TEXAS

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:

Wes Gonzalez

(Print Name) Authorized Representative of Bidder / Respondent



(Signature) Authorized Representative of Bidder / Respondent

Title

Sales Representative

Date

3/4/22

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