Bid #2

CITY OF SAN ANTONIO ADMINISTRATIVE SERVICES DEPARTMENT

Issued By: DG
BID NO.: 07-068 DG

Date Issued: March 2, 2007

FORMAL INVITATION FOR BIDS
AUTOMATED REFUSE COLLECTION TRUCKS

Sealed bids in triplicate, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, will be received at the City Clerk, City Hall until 2:00 P.M. Central Time **MARCH 26, 2007.**

The City of San Antonio Administrative Services Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance may be received by visiting the Administrative Services Office in the City Hall Annex, 131 W. Nueva, or by calling (210) 207-7260.

It is the policy of the City of San Antonio to involve qualified Small, Minority, Woman-owned, and local business in construction, procurement, professional services, and leases and concessions contracting. The City of San Antonio has established the following minority business enterprise (MBE), woman business enterprise (WBE), African-American business enterprise (AABE), and small business enterprise (SBE) utilization goals:

MBE Goal: 15% WBE Goal: 10%
AABE Goal: 3% SBE Goal: 50%

ORIGINAL

This invitation includes the following:

Invitation for Bids
Terms and Conditions of Invitation for Bids
Specifications and General Requirements
Price Schedule

The undersigned, by his/her signature, represents that he/she is authorized to bind the Bidder to fully comply with the Specifications and General Requirements for the amount(s) shown on the accompanying bid sheet(s). By signing below, Bidder has read the entire document and agreed to the terms therein.

Signer's Name: Peter Shoup
(Please Print or Type)

Signature of Person Authorized to Sign Bid

Email Address: mcrockett@opuskane.com

Firm Name: Freightliner of San Antonio, Ltd.

Address: 8700 IH 10 East

City, State, Zip Code: Converse, Texas, 78109

Telephone No.: (210) 277-4373

Fax No.: (210) 661-0289

Please complete the following:

Prompt Payment Discount: 0.11 % 10 days. (If no discount is offered, Net 30 will apply.)
Please check the following blanks which apply to your company:
Ownership of firm (51% or more):
X Non-minority ___Hispanic ___African-American ___Other Minority (specify) _____
___Female Owned ___Handicapped Owned ___Small Business (less than $1 million annual receipts or 100 employees)
Indicate Status: X Partnership ___Corporation ___Sole Proprietorship ___Other (specify) _____
Tax Identification Number: 74-2839297

FOR CITY USE ONLY **AWARD**

Items Accepted: **Ordinance No:** **Date:** **Amount:**

Approved: _____ **CITY OF SAN ANTONIO**

TERMS AND CONDITIONS OF INVITATION FOR BIDS

READ CAREFULLY

1. GENERAL CONDITIONS

Bidders are required to submit their bids upon the following expressed conditions:

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

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, state and federal statutes. Any bid, after being opened, becomes subject to the Open Information Act, Government Code Chapter 552, therefore bidders must clearly indicate any portion of the submitted bid that the bidder claims is not subject to public inspection under the Open Information Act.

(d) No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee. This prohibition extends to the City Public Service Board, San Antonio Water System, and all City boards and commissions other than those which are purely advisory. In this instance a City employee is defined as any employee of the City who is required to file a financial involvement report pursuant to the City's ethics ordinance.

2. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished or the bid may be deemed non responsive. The bidder shall print or type name and manually sign the Invitation for Bids.

(b) Where there is a discrepancy between the unit price and the extended price, the unit price shall prevail.

(c) Any bid that is considered for award on an "all or none" basis must include a price quote for all units or line items. 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 the bidder wishes to be considered. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.

(d) Alternate bids may be allowed at the sole discretion of the City.

(e) Bidders will neither include federal taxes nor State of Texas limited sales excise and use taxes in bid prices since the City of San Antonio is exempt from payment of such taxes. An exemption certificate will be signed by City where applicable upon request by bidder.

3. DESCRIPTION OF SUPPLIES

Any 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 type and quality of material. Each bid must clearly identify the proposed product, the quantity of the product, model, and type, as applicable. Prorata adjustments to packaging and pricing may be allowed at the sole discretion of the City.

4. ASSURANCE OF COMPLIANCE - EQUAL EMPLOYMENT OPPORTUNITY AND SMALL AND/OR MINORITY BUSINESS ADVOCACY REQUIREMENTS

It is the policy of the City of San Antonio that Small and/or Minority Business Enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Bidder agrees that if this bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation. In addition, bidder agrees, by submittal of this bid, that he/she will abide by all applicable terms and provisions of this Nondiscrimination Clause and the Small Business Advocacy Clause. These clauses are available in the City's Department of Economic and Employment Development and the City Clerk's Office.

5. SAMPLES, DEMONSTRATIONS AND TESTING

At the City's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested prior to award of the contract, upon delivery and/or at any point during the term of resulting contract. After notification, samples, demonstrations and/or testing must be provided within **ten** days. Failure to provide samples prior to award of contract will disqualify bidder from consideration. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the bidder. Samples will be returned upon request; otherwise, samples will become property of the City of San Antonio, **ten** days after award of the contract.

6. SUBMISSION OF BIDS

(a) **Bids in triplicate** shall be enclosed in sealed envelopes addressed to the City Clerk, City of San Antonio. The name and address of bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s).

(b) Bids must be submitted on the forms furnished. Facsimile bids must be submitted in accordance with Par. 6 (a) above. Bids, however, may be modified provided such modifications are sealed and received by the City Clerk prior to the time and date set for the bid opening. However, the City of San Antonio shall not be responsible for lost or misdirected bids or modifications.

(c) By submittal of this bid, bidder certifies to the best of his/her knowledge that all information is true and correct.

7. REJECTION OF BIDS

(a) The City may reject a bid if:

1. The bidder misstates or conceals any material fact in the bid; or

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

3. The bid is conditional, except that the bidder may qualify the bid for acceptance by the City on an "All or None" basis or a "Low Item" basis. An "All or None" basis bid must include all items upon which bids are invited.

(b) In the event that a bidder is or subsequently becomes delinquent in the payment of his, her or its City taxes, including state and local sales taxes, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract. However, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent bidder as a result of such contract.

(c) The City may, however, reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in Par. 7 (a) 3 above. The City at its sole discretion may also waive any minor informalities or irregularities in any bid, to include failure to submit sufficient bid copies, failure to submit literature or similar attachments, or business affiliation information.

8. WITHDRAWAL OF BIDS

Bids may not be withdrawn after the time set for the bid opening, unless approved by the City Council.

9. LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered.

10. CLARIFICATION TO BID SPECIFICATIONS

(a) If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, he/she may submit to the City Director of Administrative Services on or before seven calendar days prior to scheduled opening, a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving bids. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this bid must be filed in writing with the Director of Administrative Services on or before **seven** calendar days prior to the scheduled opening.

(b) The City reserves the right to request clarification to assist in evaluating the bidder's response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within **two** days from request.

11. DISCOUNTS

(a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business (minimum ten days).

(b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services, or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

12. AWARD OF CONTRACT

(a) Per Section § 252.043 of the Texas Local Government Code, the contract will be awarded to either the lowest responsible bidder or to the bidder who provides goods and/or services at the best value for the City. In determining best value, the City may consider price, reputation, quality, past relationship with City, SBEDA requirements, long term cost and any other relevant factors.

(b) The City reserves the right to accept any item or group of items on this bid, unless the bidder qualifies his/her bid by specific limitations. Re Par.7 (a) 3 above.

(c) A written award of acceptance (manifested by a City Ordinance) and appropriation mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.

(d) The City of San Antonio reserves the right to utilize previous purchases as a basis for evaluation of bids when future usages are unable to be determined.

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

(f) Although the information furnished to bidders specified the approximate quantities needed, based on the best available information where a contract is let on a unit price basis, payment shall be based on the actual quantities supplied. The City reserves the right to delete items, prior to the awarding of the contract, and purchase said items by other means; or after the awarding of the contract, to increase or decrease the quantities bid in accordance with § 252.048 of the Texas Local Government Code. No changes shall be made without written notification of the City.

13. CONTRACT TERMINATION

TERMINATION-BREACH:

(a) Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director of Administrative Services, its obligations under this contract, or violate any of the terms of this contract, the City shall have the right to immediately terminate the contract. Notice of termination shall be provided in writing to the contractor, effective upon the date set forth in the notice. Such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor.

TERMINATION-NOTICE:

(b) The City may terminate this contract without cause. The City shall be required to give the vendor notice **ten** days prior to the date of termination of the contract without cause.

TERMINATION-FUNDING:

(c) 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.

14. DELIVERY OF GOODS/SERVICES

(a) All materials are to be delivered F.O.B., City of San Antonio's designated facility.

(b) Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of the bid. Unless otherwise specified, delivery at the earliest date is required. The bidder will clearly state in the

bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required", "as soon as possible" or "prompt" may result in disqualification of the bid.

(c) Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation for Bids or Purchase Order does not contain delivery instructions, bidders shall request instructions in writing from the Director of Administrative Services. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation for Bids shall prevail.

(d) When delivery is not met as provided for in the contract, the Administrative Services Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City's list of eligible bidders as determined by the Administrative Services Department.

15. PERFORMANCE DEPOSIT

(a) The following provisions shall apply only when a performance deposit is specified as required in this Invitation for Bids.

(b) The successful vendor must furnish the City of San Antonio with a performance deposit in the amount set forth in the Invitation For Bids. This deposit is not to be submitted with the bid, but must be presented to the Administrative Services Department within **ten** days from request.

(c) The City of San Antonio will not enter into a contract or issue a purchase order until the successful vendor has complied with the performance deposit provisions.

(d) The performance deposit shall be in the form of a performance bond (in a form acceptable to the City Attorney), cashier's check, certified check upon a state or national bank or trust company, or a check on such bank or trust company signed by a duly authorized officer thereof (checks to be drawn payable to the City of San Antonio), or a Certificate of Deposit from such bank or trust company assigned to the City of San Antonio, or an irrevocable letter of credit from a state or national bank or trust company.

(e) The performance deposit of the successful vendor shall be returned by the City upon completion of the contract and final acceptance of all items in accordance with conditions thereof.

(f) Failure of successful vendor to perform any of the services required by this contract within **ten** days of receipt of written demand for performance from City, or failure of vendor to correct or replace defective goods or products within **ten** days from receipt of written demand therefore, shall constitute a total breach of this contract and shall cause this contract to terminate immediately upon the expiration of the ten day period. In the event of such termination, the performance deposit shall be retained by the City of San Antonio as liquidated damages, based upon mutual agreement and understanding between vendor and City at the time this bid is solicited, submitted and accepted, that the City of San Antonio is a governmental agency engaged in public projects, and that the measurement of damages, which might result from a breach of the terms and specifications herein is difficult or impossible to determine. However, the Director of Administrative Services with the concurrence of the City Manager may return all or part of the performance deposit to the vendor if the Director determines, in the Director's sole discretion, that the failure to perform the conditions of this contract was the result of acts or events over which the vendor had no control. The determination shall then be final and binding on all parties.

16. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the 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 the successful vendor under this contract and that the successful vendor has no authority to bind the City.

17. BID RESULT REQUEST

Any party who wishes to be provided documents relating to the bid results shall make a request in writing. Pursuant to state law, the City may assess a fee in order to recoup the cost related to providing the requested information.

18. PATENTS/COPYRIGHTS

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

19. INDEMNITY

(a) **CONTRACTOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, and representatives of the CITY, individually or 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 injury or death and property damage, made upon the CITY, directly or indirectly arising out of resulting from or related to CONTRACTOR'S activities under this CONTRACT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this CONTRACT, all without, however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. The provisions of this INDEMNIFICATION 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. CONTRACTOR shall promptly advise the CITY in writing of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR'S activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at CONTRACTOR'S cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph.**

(b) **It is the EXPRESS INTENT of the parties to this contract, that the INDEMNITY provided for in this section, is an INDEMNITY extended by CONTRACTOR to INDEMNIFY, PROTECT and HOLD HARMLESS the CITY from consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the CITY is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the CITY is the sole cause of the resultant injury, death, or damage. CONTRACTOR further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.**

20. INSURANCE

If required, specific insurance provisions will be included in bid specifications. An original, certified copy of an insurance certificate must be submitted within **ten** days from request. The successful vendor will be required to maintain, at all times during performance of the contract, the insurance detailed in bid specifications. Failure to provide this document may result in disqualification of bid.

21. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The 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. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

22. WARRANTY

The supplies or services furnished under this contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services.

23. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders will be made in writing by the City of San Antonio Administrative Services Department.

24. ASSIGNMENT

The successful vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of San Antonio Administrative Services Department. Any such assignment or transfer shall not release vendor from all contractual obligations.

25. INTERLOCAL PARTICIPATION

(a) The City may, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this Invitation for Bids (hereafter "IFB"). Such acquisition(s) shall be at the prices stated herein, 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. VENDOR shall sign and return any subsequently issued riders within **ten** calendar days of receipt.

(b) In no event shall City be considered a dealer, remarketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.

(c) Entity purchase orders shall be submitted to Vendor by the Entity.

(d) Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

CITY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, PAYMENT, AND FOR ANY ITEM ORDERED BY AN ENTITY OTHER THAN CITY.

26. QUESTIONS

Questions regarding interpretation of bids, bid results or bid awards should be directed to the Administrative Services Department at (210) 207-7260 and referenced by bid number.

SPECIFICATIONS AND GENERAL REQUIREMENTS

SCOPE: The City of San Antonio is soliciting bids for automated side load refuse collection trucks in accordance with the specifications listed herein. This equipment will be utilized by the Environmental Services Department, Solid Waste Division for residential refuse collection.

GENERAL CONDITIONS:

1. Equipment shall be manufacturer's latest design, standard production model and shall have been manufactured within the last twelve (12) months. All components shall be installed new, unused, and shall be manufacturer's standard equipment unless otherwise specified or replaced herein. **Any modification outsourced by the manufacturer must be disclosed and fully warranted by the manufacturer and approved by the Director of Purchasing.** 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 for chassis and refuse body will be required at delivery. Equipment offered under the below listed specifications will be considered unacceptable if, for any reason, the equipment's, or major component's, long term availability on the U.S. market, or in the local area, is in doubt.

2. Warranty and Parts – Dealer and manufacturer must provide the maximum standard manufacture's warranty on all components parts and service included. All components, parts, and service are required to provide as a minimum one year unlimited mileage warranty. All warranty times to start the date the vehicle is placed in service, not on the delivery date. The dealer will be notified by letter of the in-service date of each vehicle by serial number. Warranty will be fully explained 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 Bexar County from and by a factory-authorized dealer (**NO EXCEPTIONS).** All warranty repairs will be completed within three (3) days from the date equipment is delivered to the vendor unless otherwise approved by the appropriate City of San Antonio maintenance superintendent. Bidders will certify that all repairs needed after the warranty period will be available within Bexar County. Body: Heil of Texas, 435 Seguin, San Antonio, TX, 78208

   DEALER NAME: Freightliner of San Antonio, Ltd. (A franchised ALF Condor dealer)

   ADDRESS: 8700 IH 10 East, Converse, Texas, 78109

3. **Delivery – <u>The City of San Antonio will award this contract to one party only.</u> The successful bidder shall be responsible for delivery of the completed trucks, with the bodies installed and operational. Coordination of body installation with the body manufacturer is bidder's responsibility. The successful bidder shall be responsible for resolving any issues regarding the truck and body prior to final delivery. The successful bidder shall be responsible for delivery of the cab & chassis to the body manufacturer and the completion of pre-delivery inspections. The City of San Antonio is requesting the best final delivery time. This time must include the time to manufacture cab & chassis, manufacture bodies and install them.**

   Payment will be made only after the complete truck, with body installed and operational, has been delivered and accepted by the City of San Antonio.

Note: All coordination of deliveries will be handled by the Fleet Assistant Operations Manager, Ray Moreno at 210-532-7569.

3. Equipment Manuals – Successful bidder to furnish one set of operator manuals covering all major components of the vehicle (bodies) for each unit delivered. Successful bidder shall also provide five (5) complete sets of operator and shop repair manuals or CD ROM's for each item bid, to include all major components, or prepaid 8-year subscription to manufacturer's maintenance/parts web site at no cost to the City.

4. Training – Training shall be provided by a qualified instructor. Training shall be conducted at a designated City facility. The City will not pay any cost incurred by the successful bidder in providing training. The successful bidder shall be required to conduct training as follows:

   A. Packer Body Training - Two, eight hour workdays of instruction for City technicians. A minimum of six, four hour training classes will be provided for equipment operators.

   B. Video shall also be provided to demonstrate the safe operation of the entire system.

   C. Tentative training itinerary shall be submitted with bid submittal.

7. Demonstrations: The City may request, from selected vendors, a demonstration of proposed equipment. The City is under to obligation to demo all products proposed by vendors. If a demonstration is required, the City's Fleet Assistant 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 non-responsive, 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.

8. Evaluation: In the event that a demonstration is required, the equipment will be evaluated on numerous factors, including, but not limited to, meeting minimum bid specifications, operating efficiency of truck body and arm, operator's ability to maneuver effectively and safely within the cab space, as well as placement of cab instruments and components. Award will be made to the Vendor proposing the combination most advantageous to the City of San Antonio based upon an integrated assessment of the factors noted in this paragraph. This evaluation process may result in award(s) to a higher rated, higher priced Vendor, where the decision is consistent with the evaluation factors and the City has reasonably determined that the technical superiority and/or overall business approach of the higher priced Vendor(s) outweighs the difference in price. To arrive at a selection decision, the City will integrate the evaluators' assessment of the evaluation factors outlined above with those stated elsewhere in these specifications. While the City's source selection evaluation team strives for maximum objectivity, the source selection process, by its nature, is subjective and, therefore, professional judgment is implicit throughout the entire process. While the City may award on the basis of lowest, responsive bid, the City reserves the right to award on the basis of best value and/or using the health and safety exception to the competitive bidding rules.

9. All prices will be quoted F.O.B., designated City of San Antonio facility. All bids will be submitted in triplicate and will include complete manufacturer's specifications for each model being bid.

10. Any equipment furnished must meet all Federal and State requirements.

11. City of San Antonio reserves the right to increase or decrease quantity of units being purchased through December 31, 2008, depending on availability of funds. Prices may not be increased during this period; however, the City should benefit from any price decrease. Additional units may be purchased on an "as needed" basis. **Successful vendor is required to notify the City of all production "cut-off" dates necessary for order submission with a minimum sixty (60) days notice.**

12. Performance Bond: The successful bidder shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code in the **full amount** of the contract price for the equipment listed in Item 1 of the Price Schedule. Said bond must be in a form acceptable to City. Said bond shall further provide that the surety shall indemnify the oblige for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. The bond shall be furnished within ten (10) calendar days of notification by the Administrative Services Department, Purchasing Division. If City exercises its option to purchase additional units, the successful bidder shall furnish the performance bond for subsequent units within ten (10) calendar days of notification of City's intent to exercise said option.

13. For questions pertaining to technical specifications, please Ray Moreno at (210) 532-7569. For questions regarding bidding procedures, please contact Denise Gallegos (210) 207-4044...

14. **A pre-bid conference will be conducted on March 14, 2007, at 10:00 A.M. Location will be at the Fleet Operations Conference Room, 329 S. Frio, San Antonio, Texas 78207.**

15. The City reserves the right to reject any and all bids, and to waive irregularities and any requirements of the bid if deemed to be in the best interest of the City.

16. All units must be delivered to the City in a ready for service condition. A State safety inspection decal will be provided.

ITEM	QUANTITY	DESCRIPTION
1	60 Each	Refuse Collection Trucks – 28 + Cubic Yard, High Compaction, Automated, Side Load, Minimum 66,000 lbs. GVWR.

SPECIFICATIONS: Refuse Collection Cab and Chassis

All equipment furnished under this contract to be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, must also be included. Units shall conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, sub-assemblies, and component parts to be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The equipment furnished must conform to ANSI Safety Standard Z245.1-1999, as well as any Federal, State or local requirements.

1. The below listed specifications are intended to describe a low entry, cab forward, hydraulic tilt type cab and chassis with the center of the front axle located in line with, or behind the rear of the vehicle cab. Distance of cab to ground clearance to be a maximum of 19 inches (19"), with no add on steps, must be standard production. Maximum insulation for the engine compartment will be used to prevent engine heat and noise from penetrating into the cab.

2. Engine – Must meet as a minimum the 2007 emission standards. Diesel, 4-cycle, water cooled, minimum 10-liter, minimum 350 horsepower rated at manufacturers recommended RPM (2,100 Max RPM), producing a minimum of 1450 lb. ft. of torque at 1,200 RPM, equipped with electronic multiple variable speed governor with power take off controls. Dual-element, dry-type air cleaner with cleanable outer element, replaceable safety element, and restriction warning light on the dash. Filter housing and associated plumbing to be mounted where it will not obstruct the operator's view of the lift arm. Engine idle time will be limited to 3 minutes; cruise control will not be activated. Road speed electronically controlled to 65 miles per hour +/- 2 MPH.

3. Engine Protection – All diesel engines furnished under this bid shall be protected by an OEM installed engine protection system. As a minimum, the system will monitor engine oil pressure, as well as engine and transmission temperatures. 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 time limited automatic override. System must provide audio and visual alarms for 30 seconds prior to shutdown.

4. 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.

5. PTO/Pump – Engine to be provided with crankshaft driven PTO adapter (Spicer 1350 or proven equal) with access through grill. PTO/Pump to be front drive, dry valve type with provisions for continuous flow for lubrication purposes. The pump must be controlled through a speed device that will not allow engagement unless the engine is under 550 RPM. PTO/Pump must be compatible with packer body's "operate in gear, at idle" hydraulic system. Unit to be equipped with over-speed protection that will disengage the PTO/pump in excess of 900 RPM. Pump and hoses/plumbing will be protected with a metal guard that will be approved by the City at time of award.

6. Transmission – Allison 4500RDS, with six speed programming, or proven equal, with push button controls and programmed with automated refuse software push button controls. Unit to have largest capacity oil pan that will fit this application and filled with synthetic transmission fluid and be covered by the manufacturer's extended warranty (60 months, unlimited miles, 100% parts and labor). Transmission cooler must be oil to water type. Equipped with a positive interlock, which cannot be overridden, preventing movement of truck unless automated arm is in the fully retracted position (**NO EXCEPTIONS**). Dual push-button style keypad shift controllers, each has illuminated digital display with indicator lights, low fluid level indicator, diagnostics, and gear / mode selection display.

7. Electrical – Units to be equipped with four 12 volt, heavy-duty batteries (minimum 2700 CCA) and battery disconnect switch. Alternator to be 12 volt, minimum 200 amps, and gauge of lead wires to be sufficient to meet calculated load for this application. (See brake retarder below.) 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. Speedometer, tachometer, odometer, oil pressure, hour meter, fuel

level, voltmeter, coolant temperature and air pressure gauges must be installed. Wiring will be routed so there will be no exposed wires, harnesses, or electrical boxes in the area around driver's feet or legs in either driving position.

8. Frame – Minimum 3,300,000 RBM, double frame, maximum side rail depth in body mounting area, 11 inch (required to maintain lowest possible complete vehicle height). All structural components, rails, braces, supports, etc., must be assembled, constructed, and/or attached with "Huck-Bolt" type fasteners.

9. Front Axle – Minimum 20,000 lbs. capacity with minimum 20,000 lbs. springs, hub piloted steel hubs, out-board mount type brake drums with Stemco or proven equal front wheel visible cap bearing oiler. Springs shall be parabolic design. Front shock absorbers to be heaviest duty available for specified axle. Minimum wheel cut 40 degrees.

10. Steering – Dual (left and right side), integral power steering (assist cylinders, if any, must be mounted above front axle).

11. Rear Axle – Minimum 46,000 lbs., single speed tandem drive, to be Eaton DS 454-P, or proven equal, with inter-axle and all-wheel differential locks, equipped with hub piloted steel hubs, out-board mount type brake drums. The interlock shall be equipped with an audible interlock alarm in the cab. The alarm must be engage when the interlock is in the on position. Gear ratio installed must be capable of 70 mph +/-2 mph geared road speed at full engine governed RPM. Stemco or proven equal oil rear seals.

12. Rear Suspension – Minimum 46,000 lbs capacity, Hendrickson HMX-460. Hendrickson's "Ultra Rod" torque rods must be used with Hendrickson HMX-460. Suspension will have heaviest duty shock absorbers available. Auxiliary spring gap must be properly adjusted after body installation, and prior to delivery to the City.

13. Wheels & Tires – All wheels to be 10-hole hub piloted steel disc wheel, 22.5 X 9.0. Tires 315/80R, 22.5-20 ply (L) with on/off highway tread design, rib cut and chip compound, tubeless, steel belted.

14. Brakes – Full air, Bendix ABS brake control system, S-cam service brakes. Brakes to be the maximum size offered O.E.M., minimum 16-½ x 7 front and 16-½ x 8-⅝ rear. Front and rear Rockwell or proven equal automatic slack adjusters with stroke indicators. Minimum 15 CFM compressor, Midland Pure Air Plus Dryer Model DA-33100 with automatic drain valves Model KN-24000, or proven equal, and a manual drain valve on each tank with pull chains accessible from the side of the truck. Spring set parking brakes on both rear axles. All brake drums to be cast iron. Brake linings to be non-asbestos, severe service. Quick connect coupling to be located in a protected area near the front bumper but not attached to the front bumper (Milton 747 or proven equal).

15. Secondary Braking System – Equipped with an electromagnetic driveline brake retarder system that is compatible with the GVWR, engine, transmission, alternator, and brake system. Brake retarder must be activated when transmission is shifted into drive, and no switch inside the cab allowing the operator to disengage the brake retarder. Engaged retarder will be split between the accelerator and the brake pedal. Retarder engagement to occur when driver releases the accelerator (60%) and when the driver depresses the brake pedal (40%). Vendor must provide calculation formula for determining size of retarder upon request.

16. Fuel System – To be equipped with minimum 70-gallon metal tank. Fuel filtration system to include primary and secondary type fuel filter(s) with water separator. A full flow strainer must be installed in filler neck. Access to fill neck will not be obstructed by body components. All fuel lines to be steel braided.

17. Units to be equipped with the following additional equipment:
    A. 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.
    B. Air horn(s) and minimum single electric horn. Air and electric horns will be operable from both driving positions.
    C. Driver seats to be high back bucket type, National Cush-n-Aire or proven equal.
    D. Turn indicators and four-way flasher front and rear
    E. Windshield wiper/washers with minimum 3 speed or variable speed wipers. Washer reservoir must not be mounted inside cab.
    F. 10-lb., ABC type fire extinguisher securely mounted in the cab.
    G. DOT triangle warning kit securely mounted in the cab.
    H. Cab grab handles, both sides.
    I. Two (2) front tow hooks, frame attached, tow hooks to be designed and installed to allow for lifting and towing of vehicles
    J. Exterior sun visor, painted same color as cab. Interior sun visors for both driver positions.
    K. Arm rest, both sides.
    L. Minimum AM/FM radio with two speakers.
    M. All ignition switches, door locks and tool boxes keyed alike. Minimum of three keys to be provided with each truck.
    N. Cigar lighter/power port.
    O. Backup alarm.
    P. Two ceiling mounted, electric, personal fans.
    Q. Vehicles to be equipped with tinted glass and insulated cab headliner.

18. Color – OEM white.

19. Exhaust System – Muffler, vertical tail pipe, heat guard, and 90-degree elbow must be compatible with automated body and not obstruct the operator's view of the lift arm. Exhaust to exit above top level of body.

20. Air Conditioning – Air conditioning with integral heater and defroster units supplied under this specification to be OEM installed and designed for use with R-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. All air conditioner components to be compatible and recommended for end item.

21. Front Fenders – Must prevent debris or spray from wheels on wet road surfaces from being projected on the vehicle cab area or rearview mirrors.

SPECIFICATIONS: Refuse Collection Body, Automated, Side Load, 28+ Cubic Yard, High Compaction.

The below listed specifications are intended to describe a refuse collection body equipped with a mechanical lifting device capable of handling standardized American brand, two-bar, 30 through 110 gallon refuse carts. The body must be capable of collecting, compacting, and transporting refuse to a landfill or transfer station and hydraulically ejecting the load. Ejector cylinder must travel entire length of body. Dump type unloading will not be accepted.

1. All equipment furnished under this contract to be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, must also be included. Unit to conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, sub-assemblies and component parts to be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The equipment furnished must conform to ANSI Safety Standard Z245.1-1999, as well as any Federal, State or local requirements.

2. The packer body to have a capacity, excluding the receiving hopper, of not less than 28 cubic yards. Hopper to have a minimum capacity of four (4) cubic yards. The structural integrity of the body must allow high density loading of up to 1,000 pounds per cubic yards of normal refuse. Maximum body, loader and tailgate weight exclusive of special options must not exceed 15,000 pounds

3. Compaction – Minimum of 900 lbs. per cubic yard as determined by the City of San Antonio. The packing capability of each body purchased will be re-evaluated at periodic intervals during the 12-month warranty period after the unit goes into service. Should the City determine that a body does not meet the minimum compaction requirements during any of these tests, the vendor will be advised and be required to take action to repair the body in question so that it will meet the minimum compaction requirements. Once the repair is accomplished to the satisfaction of the City, the warranty on the body will then be extended for a 12-month period from the date of re-acceptance by the City. The contractor will have the right to inspect compaction units during normal City working hours to assure that proper factory recommended service and maintenance is being performed. Abuse and damage not attributable to faulty design, materials or workmanship will exempt warranty expectations and must be documented by the vendor. A damage statement will be provided to the service center superintendent within 48 hours of inspection.

4. No hydraulic cylinders, valves, or other hydraulic components will come in contact with refuse packed into the body.

5. An in-cab mounted light and audible alarm to be provided to indicate that the tailgate is not fully closed and locked.

6. Automated Arm. The lift base must support the lift arm, the dump arm, the level pivot, the level link, the pivot link and the reach link. The lift base to rest atop the chassis frame rails for superior vertical distribution of loads induced into the chassis frame rails. <u>Lift mechanisms mounted alongside the chassis frame rails will not be accepted.</u> The base to be mounted to the chassis frame rails by a minimum of eight and three quarters inch (8-¾"), Grade 8 studs. Stops will be welded to the vehicle frame to prevent arm assembly from shifting. The front-to-rear mounting length must not exceed 18 inches.

7. The lifting mechanism must be capable of lifting containers ranging from 30-110 gallons at level, or 16 inch below level container placement, and to be capable of extending, grabbing, raising, dumping and returning a container from any position without the need to retract the lift arm and perform the following lift cycle functions in a maximum 12 seconds at engine idle as follows:
   A. Reach to container
   B. Grab the container
   C. Lift the container to the full dump position
   D. Lower the container to the full down position
   E. Release the grabbers from the container
   F. Retract to body

8. The lifting capacity to be a minimum of 750 pounds at the nine (9) foot full reach extension to minimize high over turning loads on the truck chassis. The lifting capacity must progressively increase as the reach decreases to achieve a minimum of 2000-pound lift at two (2) foot reach.

9. The hydraulic pump to be a conventional "on-command" single gear design to operate-in-gear, at-idle.

10. The lift hydraulics must operate at a working pressure of minimum 2300 PSI. The body hydraulics to operate at a working pressure of minimum 2500 PSI. All hydraulic tubes will be securely clamped to prevent vibration, abrasion, and excessive noise. All hydraulic hoses must conform to S.A.E. standards for designed pressure. Bending radius to exceed S.A.E. standards to permit bend radius one half that of the S.A.E. standards. This requirement will prevent flat spots in the hoses. The hydraulic oil reservoir to have a minimum 50-gallon gross capacity and a net capacity of 45 gallons minimum. The tank must be complete with a screened fill pipe and cap, filter breather, clean out cover, oil level sight and temperature gauge.

11. The hydraulic system must be protected by a minimum six (6) micron, in tank, return line filter along with a minimum 100-mesh (140-micron) reusable oil strainer in the suction line. A magnet to be used to eliminate contamination and will be accessible for cleaning. One quarter (¼) turn ball valves must be installed on suction and outlet lines and to isolate the reservoir and filter assembly for service and maintenance. The return line filter to also include an in-cab filter by-pass monitor, which will alert the operator or service personnel when the filter is in need of replacement. A hydraulic pump shut down system must also be installed which will prohibit prolonged operation of the hydraulics when the filter is in the by-pass mode. Quick disconnect fittings to be installed so that a pressure gauge can be easily connected without the use of tools or the need to remove hydraulic fittings.

12. All body hinges, cylinder rod ends, cylinder base trunnions and high cycle pivot points must be equipped with accessible grease fittings. Fittings not easily accessible must have a remote lubrication device installed.

13. Controls -The operating controls for lift mechanism, packing panel, tailgate locking and opening, and for unloading to be located in the truck cab easily accessible to the driver while seated in the right side driving position. All control operations must utilize variable speed controls allowing the operator to feather/meter the grabber to the container without disturbing the surrounding containers or tipping them. Continuous compaction mode, automatic compaction mode, and manual packing selection must be provided.

14. Hopper Cover – Hopper will be provided with non-moveable cover to prevent debris from blowing out. Cover will not have hydraulic or pneumatic cylinders to open or close.

15. The lift controls to be located in the cab, convenient to the operator and be of a joystick design. The joystick must be properly labeled and indicate the direction of travel as follows: Reach (extend-retract) (in-out), Grab (grip-release), Lift arm (up-down) (lift-lower).

16. The lift controls must be self-centering type, returning to the neutral position when released. Operating the lift controls while packing must reverse and return the packer to the start position. The packer push button controls to be electrical over hydraulic and located in the cab convenient to the operator. Separate push buttons must be provided for "Pack" and "Retract" to provide complete packer panel movement control in either direction. Pushing the "Pack" button must automatically extend and retract the packer panel for a complete cycle. Tailgate raise and tailgate lock controls to be electric over hydraulic. Toggle switches to be used to control each function individually. The dumping system provided shall be full eject. The load shall be dumped via cab mounted, electrical controls which raise the tailgate and packer body. The tailgate shall be unlatched and opened/closed hydraulically. The controls shall be located in the cab to allow the operator to remain in the cab and seated during the unloading procedure. Tailgate lock and lifting controls shall be isolated from all other controls and shall be designed to eliminate the possibility of accidental operation. Manually operated latching or restraining devices are not acceptable.

    An electronic control center or a PLC (Programmable Logic Controller) electronic control center is to be provided to monitor system functions if the arm is electronically controlled. The controller to be installed inside the truck cab and must possess self-diagnosing error codes that identify the trouble source. Both audio and LED outputs must be made available to aid in locating trouble source. A non-resetting counting device will be furnished to track grabber arm cycling. Counter will be securely mounted in cab and advance one number each time the arm is lowered and grabber is opened.

17. All electrical wiring connectors to be automotive double-seal, with wiring in split convoluted loom. All wiring connections to be soldered with rubber-molded covering or crimp type connectors with shrink-wrap. Unprotected wiring in any application is unacceptable. All switches, not manually operated, to be proximity in type, mechanical switches are not acceptable.

18. Lighting: All lighting and reflectors must be provided in accordance with FMVSS #108 and ANSI 245.1-1999, plus mid body turn signals on each side of the body and a high center brake light on the rear. Included to be, four (4) each, minimum 4 inch diameter, 10-diode, LED, combination tail and stop lamps to be installed. Two (2) on the left and right hand side of the upper portion of the tailgate and two (2) on the left side and on the right side below the tailgate. Turn signals will be separate 4-inch amber LED lamps and placed next to each stop/tail light. Each light must be protected by expanded metal shields that are easily removable to repair lights when necessary. A lighted license plate bracket to be installed centered left to right on the bottom third of the tailgate. A minimum of 2 (two), high output, white backup lights to be installed. Four (4) each, flush mounted amber strobe lights, with user selectable flash patterns to be wired to activate whenever engine is running. (WHELEN TIR-6, P/N 01-0663507A33B, SUPER-LED, 500 SERIES DIRECTIONAL WARNING LIGHT or proven equal). Strobes will be set to "three flash, pause" pattern. Two (2) strobe lights to be located at the front and two (2) strobe lights to be located at the rear of the body.) Clearance, marker, stop, back up, and directional lights to be LED with Lexan lens, shock mounted in a protective housing, the entire unit to be replaceable pop out style. All lighting to be wired to standard chassis controls for the type lighting being installed. Two (2) wide-angle halogen work lights shall be attached to the body in such a manner to provide light at night during the container lift and dump cycle. Controls for spot lights to be mounted in the cab. Reflectors provided shall be rivet secured type; adhesive styles are unacceptable. Reflective conspicuity tape must be applied along both sides and across the back of each packer body.

19. The body must be equipped with a rear under ride guard as standard equipment to meet Federal Motor Carrier Safety Regulation (49CFR393.86), Safety Regulation, 49CFR393.86, TTMA RP No. 41-02, and SAE J682, OCT 84.

20. Painting to be as follows:
A high luster finish coat must be applied using acrylic urethane, or proven equal. An ample amount to be applied to achieve a minimum dry thickness of two and one-half (2½) mil and will result in a finish of 3½ mil minimum thickness and up to 4-mil maximum finish. Body to be painted DuPont color number G-8845-WM.

21. A lockable, water tight, toolbox, approx. 18 inches high, 18 inches deep and 20 inches wide, to be securely mounted to right side of the refuse body. Placement to be approved by Fleet Acquisitions Manager prior to completion of first unit.

22. Acceptable Model – Heil Durapack Python

23. A two camera video system with automatic switcher to be installed to enable proper and safe operation of the truck. One camera to be mounted high on the tailgate to assist in backing up and one camera to be installed to providing a view of the hopper operation. Acceptable models: Dual Camera System – INTEC (CVC210XL), Dual Color Camera System – 3rd Eye (AWT07HLCD90C-2), or proven equal.

PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1	60 Each	Refuse Collection Trucks – 28 + Cubic Yard, High Compaction, Automated, Side Load, Minimum 66,000 lbs. GVWR with Heil Durapack Body and Python Automated Arm.

A. $ 120,881.00 Price Each - Trucks

B. $ 99,402.00 Price Each – Bodies

C. $ 220,283.00 Price Total (A + B – complete unit)

D. $ 13,216,980.00 **Grand Total (60 truck and body complete units)**

BIDDER MUST FILL IN THE FOLLOWING:

A) MAKE & MODEL CAB & CHASSIS:

ALF Condor (see attached litterature, meets or excedes specification)

B) SPECIFIC MAKE & MODEL OF TRANSMISSION OFFERED:

Allison 4500 RDS, 6 speed; dual push button key pad (60 mo unlimited (miles, 100% P & L)

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

Cummins, ISM 350V (350HP @ 1800 RPM / 1450 LB/FT @ 1200 RPM "advertised")

D) DELIVERY:

10 Each to be delivered no sooner than October 1, 2007.
10 Each to be delivered between November 1 and November 15, 2007.
10 Each to be delivered between December 1 and December 15, 2007.
10 Each to be delivered between January 1 and January 15, 2008.
10 Each to be delivered between February 1 and February 15, 2008.
10 Each to be delivered between March 1 and March 15, 2008.

The City of San Antonio reserves the right to purchase up to 60 additional trucks, no later than December 31, 2008. The winning bidder must give the City a sixty (60) days advance written notice if the price will no longer be honored. The delivery of the additional trucks will be coordinated with the successful vendor at the time the order is placed.

Statement:
"Effective January 1, 2006, 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 conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us <http://www.ethics.state.tx.us>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205."

IMPORTANT MAILING INSTRUCTIONS:

MAIL TO:	CITY CLERK P.O. BOX 839966 SAN ANTONIO, TX 78283-3966
PHYSICAL ADDRESS:	CITY CLERK CITY HALL (COMMERCE ST. & FLORES ST.) 100 MILITARY PLAZA, 2ND FLOOR SAN ANTONIO, TEXAS 78205
MARK ENVELOPE:	"BID TO FURNISH AUTOMATED REFUSE COLLECTION TRUCKS" BIDS TO BE OPENED: 2:00 P.M., MARCH 26, 2007 BID NO.:07-068 DG
REMARKS:	

City of San Antonio
Administrative Services Department
Purchasing Division

Formal Tabulations and Awards by Solicitation Number

The Purchasing Division will post preliminary tabulations within seven (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 by the City Clerk's Office 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. The Purchasing Division evaluates bids for responsiveness and the responsibility of the bidder, and makes a recommendation to the San Antonio City Council. The San Antonio City Council makes the final determination regarding award of contracts where the expenditure is over $25,000.

The Purchasing Division does not notify bidders as to the outcome of bids. If you are awarded a contract, the Purchasing Division will inform you of the award. In order to determine the status of your bid, you are encouraged to check the City's website at www.sanantonio.gov and view link for the City Council agenda. City Council meeting agendas are posted every Monday morning for regularly scheduled meetings held on the following Thursday. Review the agenda to see whether your bid will be considered at the Thursday meeting. Final bid tabulations indicate the recommendation that is being made by the Purchasing Division, and may be obtained by viewing the City's e-agenda, or requesting them from the City Clerk's office, once the item has been posted on the agenda.

CITY OF SAN ANTONIO

P.O. Box 839966
SAN ANTONIO, TEXAS 78283-3966

ADDENDUM I

SUBJECT: Invitation for Bids for Refuse Collection Trucks (Bid 07-068)-scheduled to open March 26, 2007, dated March 2, 2007.

FROM: Oswald Parker, Purchasing Manager

DATE: March 20, 2007

THE ABOVE MENTIONED BID IS HEREBY AMENDED AS FOLLOWS:

Bid opening is hereby extended to APRIL 2, 2007.

1. Page 11, SPECIFICATIONS AND GENERAL REQUIREMENTS, Change paragraph 12 to read:

   "Damages for Delay: The Parties agree that the actual damages that might be sustained by the City by reason of the breach by the successful bidder of its covenant to make delivery within the timelines specified herein are uncertain and would be difficult of ascertainment, and that the sum of .25% of the unit's purchase price per day for each day delivery is late would be a reasonable compensation for such breach. The successful bidder hereby promises to pay, and the City hereby agrees to accept, such sum as liquidated damages, and not as a penalty, in the event of such breach. Furthermore, both Parties agree that City may withhold said liquidated damages from any payments due to the successful bidder hereunder."

2. Item 1, Page 12, Paragraph 3, Sentence 2. Change to read: "As a minimum, the system will monitor engine oil pressure as well as **engine temperature**."

3. Item 1, Page 12, Paragraph 5, Sentence 3. Change to read: "The pump must be controlled through a speed device that will not allow engagement unless the engine is under **750 RPM**."

4. Item 1, Page 12, Paragraph 7, Last sentence, Change to read: "Circuit breakers to be manual or automatic reset with trip indicator minimum, to be used in place of fuses."

5. Item 1, Page 13, Paragraph 7, Add last sentence to read: "Unit to have dual instrumentation (left and right sides to be the same)."

6. Item 1, Page 13, Paragraph 8, Sentence 1, Change to read: "Minimum **3,000,000 RBM**, double frame, maximum side rail depth in body mounting area, 11 inch (required to maintain lowest possible complete vehicle height)."

7. Item 1, Page 13, Paragraph 11, Sentence 1, Change to read: "Minimum 46,000 lbs., single speed tandem drive, to be Eaton **DS 46-170 P**, or proven equal, with inter-axle and all-wheel differential locks, equipped with hub piloted steel hubs, out-board mount type brake drums."

8. Item 1, Page 13, Paragraph 12, Sentence 2, Change to read: "**Hendrickson's torque rods** must be used with HMX-460."

9. Item 1, Page 13, Paragraph 13, Sentence 2, Change to read: "Tires 315/80R, 22.5-20 ply (L) with on/off highway tread design **(rear only)**, rib cut and chip compound, tubeless, steel belted."

10. Item 1, Page 14, Paragraph 16, Sentence 2, Change to read: "Fuel filtration system to include primary and secondary type fuel filters, **or approved equal with** water separator."

11. Item 1, Page 14, Paragraph 17, Sub Paragraph C, Sentence 1, Change to read: "Drivers seat to be minimum **mid back bucket type**, National Cush-n-Air or proven equal."

12. Item 1, Page 14, Paragraph 17, Sub Paragraph M, Sentence 1, Change to read: "**All ignition switches, and door locks to be keyed alike**."

13. Item 1, Page 14, Paragraph 19, Add sentence 3 to read: "Must be equipped with an active re-generative system above 15 MPH."

14. Item 1, Page 14, Paragraph 20, Add last sentence to read: "Roof mounted air conditioning systems must have an approved limb guard."

15. Page 19, "PRICE SCHEDULE", Item 1, Section D, change to read as follows:

    "D) DELIVERY:

    The City estimates that this contract will be awarded on or about May 31, 2007, and that the purchase order will be released shortly thereafter. However, if the contract award occurs later, the City shall have the right to unilaterally amend the contract to delay the delivery schedule. Such amendment shall be in writing, signed by the Purchasing Director, without further action required by the City Council.

    12 Each to be delivered no sooner than January 1, 2008.
    12 Each to be delivered between February 1 and February 15, 2008.
    12 Each to be delivered between March 1 and March 15, 2008.
    12 Each to be delivered between April 1 and April 15, 2008.
    12 Each to be delivered between May 1 and May 15, 2008."

This addendum is part of the bid and must be signed by an authorized representative. Please complete information and submit this addendum with the final bid package. Failure to sign and return addendum along with bid submission may disqualify bidder from consideration.

Company Name Freightliner of San Antonio, Ltd.

Company Address 8700 IH 10 East, Converse, Texas, 78109

Phone#/Fax# (210) 277-4373 / (210) 661-0289

Person Authorized to sign Peter Shoup

Oswald Parker
Purchasing Manager
Purchasing & General Services

OP/dg

CITY OF SAN ANTONIO

P.O. Box 839966
SAN ANTONIO, TEXAS 78283-3966

ADDENDUM II

SUBJECT: Invitation for Bids for Refuse Collection Trucks (Bid 07-068)-scheduled to open April 2, 2007, dated March 2, 2007.

FROM: Oswald Parker, Purchasing Manager

DATE: March 28, 2007

THE ABOVE MENTIONED BID IS HEREBY AMENDED AS FOLLOWS:

Bid opening is hereby extended to APRIL 11, 2007.

Notice of receipt of ADDENDUM II

Freightliner of San Antonio, Ltd.

Peter Shoup

X_____

Oswald Parker
Purchasing Manager
Purchasing & General Services

OP/dg

CITY OF SAN ANTONIO

P.O. Box 839966
SAN ANTONIO, TEXAS 78283-3966

ADDENDUM III

SUBJECT: Invitation for Bids for Refuse Collection Trucks (Bid 07-068)-scheduled to open April 11, 2007, dated March 2, 2007.

FROM: Oswald Parker, Purchasing Manager

DATE: April 9, 2007

THE ABOVE MENTIONED BID IS HEREBY AMENDED AS FOLLOWS:

Bid opening is hereby extended to APRIL 16, 2007.

1. Page 18, Item 22, Change to read: **"Acceptable Model – Heil Durapack Python, or approved equal."**

2. Page 19, "PRICE SCHEDULE", Item 1, change to read as follows:

"ITEM	QUANTITY	DESCRIPTION
1	60 Each	Refuse Collection Trucks – 28 + Cubic Yard, High Compaction, Automated, Side Load, Minimum 60,000 lbs. GVWR **with Body and Automated Arm.**"

3. Page 19, "PRICE SCHEDULE", Item 1, add Section E, to read as follows:

"**BIDDER MUST FILL IN THE FOLLOWING:**

E) MAKE & MODEL BODY:
Heil, Durapack Python
"

This addendum is part of the bid and must be signed by an authorized representative. Please complete information and submit this addendum with the final bid package. Failure to sign and return addendum along with bid submission may disqualify bidder from consideration.

Company Name Freightliner of San Antonio, Ltd.

Company Address 8700 IH 10 East, Converse, Texas, 78109

Phone#/Fax# (210) 277-4373 / (210) 661-0289

Person Authorized to sign Peter Shoup

Oswald Parker
Purchasing Manager
Purchasing & General Services

OP/dg