

AN ORDINANCE 2007-11-01-1137

**ACCEPTING THE BID FROM FREIGHTLINER OF AUSTIN TO PROVIDE THE SAN ANTONIO PUBLIC LIBRARY WITH THE PURCHASE OF A BOOKMOBILE FOR A COST OF \$154,860.00, FROM THE EQUIPMENT RENEWAL AND REPLACEMENT FUND.**

\* \* \* \* \*

**WHEREAS**, bids were submitted to provide the City of San Antonio with a bookmobile to meet the current requirements of the City of San Antonio Public Library; and

**WHEREAS**, the lowest bid was submitted by Freightliner of Austin for a total cost of \$154,860.00; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The bid submitted by Freightliner of Austin to provide the City of San Antonio Public Library with a bookmobile for a total cost of \$154,860.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. The bid and bid tabulation sheet are attached hereto and incorporated herein for all purposes as Exhibit I.

**SECTION 2.** Funding for this ordinance is available in Fund 72001000 Equipment Renewal and Replacement Fund, Cost Center 15032000001 Administration, General Ledger 5709090 Machinery and Equipment Auto, as part of the FY08 Budget.

**SECTION 3.** Payment not to exceed \$154,860.00 is authorized to Freightliner of Austin and should be encumbered with a purchase order.

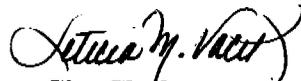
**SECTION 4.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

**SECTION 5.** This ordinance shall take effect November 11, 2007.

**PASSED AND APPROVED** this 1<sup>st</sup> day of November, 2007

  
M A Y O R  
**PHIL HARDBERGER**

**ATTEST:**

  
City Clerk

**APPROVED AS TO FORM:**

  
City Attorney

## City of San Antonio Bid Tabulation

Opened: August 24, 2007				
For: Bookmobile				
07-146			DG	
			Freighliner of Austin 1701 Smith Road Austin, TX 78721 512-389-0000	Farber Specialty Vehicles 7052 Americana Parkway Reynoldsburg, OH 43068
Item	Description	Qty		
1	Bookmobile	1		
	Price Each		\$ 154,860.00	\$ 199,800.00
	Price Total		\$ 154,860.00	\$ 199,800.00
	Chassis - Make		Freightliner	Freightliner
	Chassis - Model		MT55	MT55
	Body - Make		Morgan-Olson	Farber
	Body - Model		Route Star Walk-In	Venture
<b>Totals</b>			<b>\$154,860.00</b>	

**EXHIBIT I**

CITY OF SAN ANTONIO PURCHASING & CONTRACT SERVICES DEPARTMENT

Issued By: DG  
BID NO.: 07-146 DG

Date Issued: August 1, 2007  
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FORMAL INVITATION FOR BIDS  
BOOKMOBILE

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 AUGUST 21, 2007.

The City of San Antonio Purchasing & Contract 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 Purchasing & Contract 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%

This invitation includes the following:

Invitation for Bids Specifications and General Requirements  
Terms and Conditions of Invitation for Bids 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: Dave Holt Firm Name: Freightliner of Austin  
(Please Print or Type)

Address: 1701 Smith Road

Signature of Person Authorized to Sign Bid City, State, Zip Code: Austin, TX 78721

Email Address: daveholt@ftl1.com Telephone No.: (800) 395-2005 512-389-0000 local

DAVE@FTLI.COM Fax No.: 512-389-2663

Please complete the following:

Prompt Payment Discount: N/A % 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): N/A

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: Partnership Corporation Sole Proprietorship Other (specify)

Tax Identification Number: 74-2582175

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 Purchasing & Contract 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 Purchasing & Contract 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. 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.

## 12. CONTRACT TERMINATION

### TERMINATION-BREACH:

- (a) Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director of Purchasing & Contract 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.

## 13. 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 Purchasing & Contract 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 Purchasing & Contract 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 Purchasing & Contract Services Department.

**14. 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 Purchasing & Contract 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 Purchasing & Contract 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.

**15. 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.

**16. 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.

**17. PATENTS/COPYRIGHTS**

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

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. 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 Purchasing & Contract Services Department.

**23. 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 Purchasing & Contract Services Department. Any such assignment or transfer shall not release vendor from all contractual obligations.

**24. 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.**

**25. QUESTIONS**

Questions regarding interpretation of bids, bid results or bid awards should be directed to the Purchasing & Contract 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 a contract to purchase a bookmobile in accordance with the specifications listed herein. This equipment will be utilized by the San Antonio Public Library to provide library services across the City.

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

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. 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 twelve (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.
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 unlimited mileage/hours warranty. All warranty times shall 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. 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 Bexar County from and by a factory-authorized dealer (NO EXCEPTIONS). 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 maintenance superintendent. Bidders must certify that all repairs needed after the warranty period will be available within Bexar County.

DEALER NAME: Freightliner of San Antonio

ADDRESS: 8100 Ih10 East, Converse, TX 78190

3. Delivery – All deliveries are to be made FOB destination, City of San Antonio, to the location specified by Norbert Dziuk, Fleet Maintenance and Operations, at (210) 207-2078. 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 with more than 1,500 miles upon delivery will not be accepted. When delivered, all units must have a current State Inspection Decal, if applicable, and fuel tanks shall be full. Delivery of units does not ensure acceptance by the City of San Antonio.
4. Equipment Manuals – Successful bidder shall furnish one set of operator manuals covering all major components of the vehicle for each unit delivered. Successful bidder shall also provide two (2) complete sets of operator and shop repair manuals or CDs 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. Successful bidder shall also provide two (2) copies of wiring diagrams and complete build sheets for the vehicle.

5. 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.
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 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.
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.
8. 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.
9. The Manufacturer's Statement of Origin (MSO) and an invoice are required upon delivery of the unit and before payment can be processed.
10. **A pre-bid conference will be conducted at 10:00 A.M., Wednesday, August 15, 2007. Location will be at the Fleet Operations Conference Room, 329 S. Frio, San Antonio, Texas 78207.**
11. Any equipment furnished must meet all Federal and State safety requirements and lowest emissions requirements possible. All units to be provided with safety equipment as required by the Federal Government.
12. City of San Antonio reserves the right to increase or decrease quantity of units being purchased through December 31, 2007, 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.
13. For questions pertaining to technical specifications, contact Norbert Dziuk at (210) 207-2078 or [norbert.dziuk@sanantonio.gov](mailto:norbert.dziuk@sanantonio.gov). For questions regarding bidding procedures, contact Denise Gallegos (210) 207-4044 or [denise.gallegos@sanantonio.gov](mailto:denise.gallegos@sanantonio.gov).
14. 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.
15. All units must be delivered to the City in a ready for service condition.

ITEM	QUANTITY	DESCRIPTION
1	1 Each	Bookmobile

**GENERAL SPECIFICATIONS:**

I. The following specifications are intended to describe a truck chassis mounted bookmobile. The cab and chassis must be new and unused and be manufactured in model year 2008.

**II. BASIC DIMENSIONS:**

1. Overall Length: 32 feet maximum.
2. Exterior Width: 96 inches maximum.
3. Wheelbase maximum: 218 inches.
4. GVWR, maximum: 25,999 pounds.
5. Interior load space distance between Back of driver's seat and rear wall: 22 feet minimum.
6. Interior width: 87 inches minimum.
7. Headroom: 82 inches minimum.
8. Volume capacity: 3,500 volumes minimum.

**III. CHASSIS SPECIFICATIONS:**

1. Chassis Type: Rail chassis, front engine.
2. Engine: Diesel, minimum 170 gross horsepower.
3. Air Cleaner: Dry Type.
4. Oil filter: Full flow disposable.
5. Air Bags: Driver and passenger side airbags shall be provided.
6. Air Conditioner: OEM dashboard air conditioning and heating in cab area. Shall have multispeed fans and temperature control.
7. Heater and defroster, cab: High output hot water type.
8. Alternator: 145 amp minimum.
9. Axle, front: Per manufacturer's specifications to meet GVWR.
10. Axle, rear: Per manufacturer's specifications to meet GVWR.
11. Battery: Dual maintenance free batteries, minimum 1200 CCA total.
12. Brakes: Power disc front and rear, heavy duty, ABS. Emergency brake required.
13. Controls: As a minimum, all the following controls must be provided: foot-operated throttle, brake

pedal, parking brake lever with warning light, transmission selector, dimmer switch, self-cancelling directional signals, hazard signal switch, headlamp switch, rheostat controlled dash lighting, key type starter switch, cruise control, tilt/telescopic wheel.

14. Cooling: Heaviest duty cooling system available.
15. Fuel Tank: 45 gallons minimum with locking fuel access door.
16. Horns: Dual electric.
17. Instruments: As a minimum, all following instrumentation must be provided: Speedometer, odometer, high beam indicator, voltmeter, fuel gauge, oil pressure gauge, water temperature gauge, brake warning light and buzzer, parking brake applied light, and low coolant warning light.
18. Power Steering: Integral power, truck type, heavy duty
19. Shocks: Front and rear heavy duty with stabilizer bars.
20. Stabilizing bar at front.
21. Springs, front: Heavy duty corresponding to GVWR.
22. Springs, rear: Heavy duty corresponding to GVWR.
23. Tires: Low profile all season steel belted radials.
24. Transmission: Minimum four (4) speed electronic automatic with overdrive and auxiliary oil cooler.
25. Wheels: Steel disc type with OEM covers
26. Wipers: Minimum 2 speed with washer and intermittent feature
27. Windshield: Tinted safety glass.

#### IV. BODY SPECIFICATIONS

1. Body Construction: Aluminum box or 3 inch I-beam steel body and floor supports bolted to the main chassis frame rails. Perimeter "T" rail permanently attached to floor frame and exterior aluminum sidewall. Full aluminum frame throughout with "T" and "C" shaped extrusions solid "buck" riveted at each joint.
2. Bumpers: Front and rear bumpers constructed of heavy gauge steel with wrap around ends.
3. Doors: One sedan type with slam lock, minimum 28inch x 80 inch, at driver location in cab. Patron door shall be located on the curb side and pull open from the outside, push open from the inside, and shall have panic hardware on the interior of the door. Patron door shall have a deadbolt, keyed on the outside and twist lock on the inside. Patron door shall also have a hydraulic door closer, door hold-back and bumpers. Window shall be tinted safety glass and be split sash design with removable screen. Patron door shall also have a second window located in the lower half of the door.

The body structure must be reinforced at the door opening.

4. Floor: Minimum .040 aluminum or fiberglass floor pan to seal bottom side of box floor frame. Minimum of  $\frac{3}{4}$  inch exterior grade plywood screwed to interior surface of the floor frame.
5. Insulation: Sufficient to allow air conditioning units to functionally efficiently and maintain comfortable environment for up to twelve (12) hours.
6. Lights: 12V basic body: interior dome, step well, exterior clearance, stop and tail, back-up, cluster front

- and rear, side markers, directionals, emergency flashers, parking lights, halogen headlamps.
7. Mirrors: Heated wide angle RH and LH remote controlled adjustable mirrors.
  8. Mud Flaps: Mounted front and rear
  9. Painting and Lettering: Paint color and exterior graphics to be submitted to successful bidder within 30 days after contract award.
  10. Reflectors: All necessary; side, front and rear.
  11. Exterior Panels: Shall be a minimum of .125 inch commercial aluminum sheeting.
  12. Roof: One piece aluminum roof, minimum .040 thickness, reinforced at A/C locations.
  13. Seals: All areas properly sealed with waterproof mastic or equivalent.
  14. Rub rails: Die-formed aluminum rub rail shall be fastened to the body.
  15. Steps: If necessary, power remote controlled fold-away steps with dash mounted control switch. A buzzer / warning light shall be installed in the driver's area to indicate the steps are down when the ignition switch is turned on. A 12 volt step well light that is door activated must be provided. Steps must be covered with non-slip flooring. Color to be submitted to successful bidder within 30 days after contract award.
  16. Storage: Any exterior storage compartment(s) shall have hinged door(s) with latch and keyed lock. Interior storage to be provided for office supplies and computer equipment.
  17. Undercoating: Body floor, skirt and wheel housing are to be undercoated after assembly.
  18. Windows: All windows are to be tinted.
  19. Air Conditioning: Minimum two 14,800 BTU roof mounted air conditioners.
  20. Heating: A 5,600 BTU (minimum) heat strip shall be provided for each roof mounted air conditioner or two (2) forced air, 240VAC electric heaters with individual thermostats.
  21. Ceiling: Commercial textured fiberglass interior ceiling panels, minimum 3/8 inch fiberglass reinforced plastic (FRP) board or equal, white in color. Must meet ASTM E-84 rating.
  22. Front Desks: Full desk located behind driver and passenger seats with pencil drawer and two file cabinet drawers. Desk tops covered with commercial laminate and trimmed in T-molding. Drawers include positive catch marine latch. Desk shall provide for mounting and storing a laptop or full size computer workstation, including two (2) 120VAC duplex outlets.
  23. Floor Covering: Carpet tiles or commercial grade carpet installed in one piece with no seams. Five (5) year wear-dated, minimum. Color to be submitted to successful bidder within 30 days after contract award. Plywood subfloor seams shall be filled and sanded prior installation of carpet.
  24. Interior Finish: Interior to be designed to City's requirements including desks, closets, storage, bulletin boards, literature racks, shelving and interior walls.
  25. Shelving: Shelving shall be aluminum, interchangeable and adjustable. Shelves on the sides of the vehicle shall slope 15 degrees and shelves on the back wall or above work desks shall slope at 20 degrees. Interchangeable replacement shelving must be readily available.
  26. Safety rails: An exterior vertical hand rail, minimum 36 inches, shall be provided at the patron door opening. Hand rails are to be provided on both sides of each step well. A horizontal hand rail mounted on the interior of the patron door mounted below the upper window to be provided.

27. Safety Equipment: 5lb A.B.C. fire extinguisher, 9V and 120V smoke detectors mounted on the ceiling.  
Triangle reflector kit set and first aid kit shall be provided.  
Backup alarm shall be provided rated at 112 dba in accordance with SAE-J-994b.  
Backup camera with monitor mounted above the center of the windshield glass. Safety Vision Series 500 or equal
28. Wheelchair Accessibility: Accessibility system to meet A.D.A. regulations. Wheelchair accessibility may be provided through a spring assisted ramp or commercial lift which is fully automatic with backup system. If a lift is provided, it shall have dual handrails and safety belt. Braun or proven equal.
29. Seating: Driver's and passenger seats shall be high back, deluxe type seats with controls located in seat cushion with seat belts. Covering shall be fabric which must meet FMVSS302 flammability standards.
30. Hardware: Vehicle shall be provided with all necessary door locks, hand rails, door closers, hold backs and hinges

#### V. Electrical

1. Interior wiring 12 volt: Wiring shall be THHN stranded, bundled, color coded, and numbered. All circuits to be controlled by UL listed magnetic/hydraulic circuit breakers. Each circuit shall be independently protected. Circuit breakers shall be centralized in a system panel with LED's to visually indicate status of each line. All vertical runs to be protected in nonmetallic tubing.
2. Interior wiring 120/240 volt: 120/240 volt wiring sufficient to supply all electrical services and HVAC requirements. Wiring shall be THHN stranded, bundled, and color coded. All circuits are to be controlled by UL listed magnetic/hydraulic circuit breakers. Each circuit shall be independently protected. Circuit breakers shall be centralized in a system panel with LED's to visually indicate status of each line. All vertical runs to be protected in ENT-U.L. electrical nonmetallic tubing.
3. Shoreline Controls: A 120/240 volt shoreline cord, minimum 25 ft in length shall be included. An automatic transfer switch located with generator controls shall be provided to prevent simultaneous use of generator and shoreline cord.
4. Generator: Minimum 10 KW diesel generator, liquid cooled. (Kohler or proven equal). Generator fuel line shall be tied into the existing chassis fuel tank and installed approximately 1/4 off the bottom of the tank. Generator must include a critical silencer or equal. Generator installation must meet specifications as established by generator manufacturer. Generator must be mounted on a heavy duty structural steel tray, slide out type, with 100% extension. Battery for generator start separate from chassis batteries. Jump switch between generator start battery and chassis batteries shall be provided. Generator shall be equipped with a remote start/stop switch, running time meter and battery gauge meter located in the driver cab.
5. Generator Compartment: Compartment shall have foil-faced non-combustible sound barrier insulation, one inch minimum, hinged door with latch and key lock.
6. Lighting: Two rows of 110 volt double tube fluorescent fixtures, low profile type, running the length of the load space shall be provided. Lighting shall be anchored into the roof structure with provided with translucent covers. Ceiling reinforced at each light location. Fluorescent 12 volt exterior light and step well lighting shall be provided at each patron door. One 12 volt dome light shall be provided in the cab area.
7. Radio and Electronics: AM/FM/CD with four speakers.

VI. Miscellaneous

1. Vehicle must be delivered with four (4) sets of ignition and door keys.
2. Upon delivery of vehicle, the vendor shall provide current manuals for the chassis, body and generator as follows:
  - a. Wiring diagram – 2 copies
  - b. Operator manual – 2 copies
  - c. Maintenance Manuals – 2 copies
  - d. Repair Manuals – 2 copies
  - e. Parts catalog with illustrations – 2 copies
  - f. Air conditioning parts and repair manuals - -2 copies
  - g. Complete build sheets – 2 copies
3. Manufacturer's standard warranties shall apply to all units and equipment provided.
4. The successful bidder will be required to provide experienced and qualified instructors who will conduct no less than four (4) hours of on-site technical training, upon delivery, in the proper operation, safety and maintenance of the vehicle.

**PRICE SCHEDULE**

ITEM	QUANTITY	DESCRIPTION
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1	1 Each	Bookmobile
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PRICE: \$ 154,860.00 TOTAL

CAB & CHASSIS MAKE & MODEL: Freightliner MT-55

BODY MAKE & MODEL: Morgan-Olson Route Star Walk-In

DELIVERY: Within 240 calendar days after receipt of purchase order.

**NOTE: Bidder shall submit a copy of the floor plan showing their capability to meet bid requirements.**

**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 7<sup>th</sup> 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) <<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, 2<sup>nd</sup> 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 BOOKMOBILE"  
BIDS TO BE OPENED: 2:00 P.M., AUGUST 21, 2007  
BID NO.:07-146 DG

**REMARKS:**

**City of San Antonio  
Purchasing & Contract 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](http://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 Bookmobile (07-146 DG)-scheduled to open August 21, 2007, dated August 1, 2007.

FROM: Steve Morando, Assistant Director

DATE: August 15, 2007

THE ABOVE MENTIONED BID IS HEREBY AMENDED AS FOLLOWS:

**Bid opening is hereby extended to AUGUST 24, 2007.**

Steve Morando  
Assistant Director  
Purchasing & Contract Services

SM/dg



# CITY OF SAN ANTONIO

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

## ADDENDUM II

SUBJECT: Invitation for Bids for Bookmobile (07-146 DG)-scheduled to open August 24, 2007, dated August 1, 2007.

FROM: Steve Morando, Assistant Director

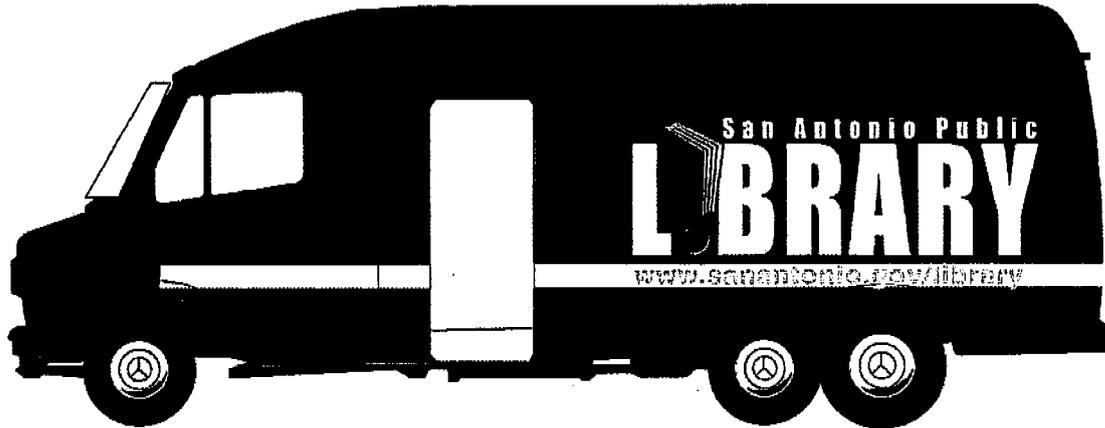
DATE: August 20, 2007

### **THE ABOVE MENTIONED BID IS HEREBY AMENDED AS FOLLOWS:**

1. Specifications and General Requirements, Page 9, Paragraph 3, Change fourth sentence to read: "Vehicles with more than 2,500 miles upon delivery will not be accepted."
2. Specifications and General Requirements, Page 10, Paragraph 6: Delete sixth and seventh sentences.
3. Specifications and General Requirements, Page 10, Add paragraph 16: "Persons submitting bids must hold the appropriate Texas franchised dealer's license for the chassis manufacturer."
4. Basic Dimensions, Page 11, Paragraph 8, Change to read: "Volume capacity: 3,500 volumes minimum calculated at 16.5 books per linear foot of shelving."
5. Chassis Specifications, Page 11, Paragraph 5: Delete sentence in its entirety.
6. Chassis Specifications, Page 12, Paragraph 20: Delete sentence in its entirety.
7. Body Specifications, Page 12, Paragraph 4: Change first sentence to read: "Minimum .040" aluminum or fiberglass floor to seal bottom side of box floor frame."
8. Body Specifications, Page 13, Paragraph 9, Add the following: "Bookmobile shall be painted a solid color with exterior graphics included on the sides and rear of vehicle per the attached sample drawing."
9. Body Specifications, Page 13, Paragraph 11, Change to read: "Shall be a minimum of .125 inch commercial aluminum sheeting or .102 inch strain hardened aluminum."
10. Body Specifications, Page 13, Paragraph 22, Change second sentence to read: "Desk tops covered with commercial laminate and trimmed in T-molding or beveled hardwood edging."

11. Page 17, insert "Attachment A" to read:

"Bookmobile Logo and Approximate Size"



Steve Morando  
Assistant Director  
Purchasing & Contract Services

SM/dg