### AN ORDINANCE 2007-08-30-0895

ACCEPTING THE BIDS OF VARIOUS COMPANIES TO PROVIDE THE CITY WITH VARIOUS TYPES OF COMMODITIES AND SERVICES ON AN ANNUAL CONTRACT BASIS FOR FY 2006-2007 AND FY 2007-2008 FOR A COMBINED ESTIMATED COST OF \$7,261,450.00, INCLUDING: (A) AUTOMOTIVE & INDUSTRIAL LIGHT ASSEMBLIES, LENS & MIRRORS: (B) COMMERCIAL DEICER: (C) PROPANE REFUELING SYSTEM MAINTENANCE AND REPAIR; (D) INDUSTRIAL GASOLINE AND DIESEL ENGINE PARTS AND SERVICE; (E) TRAFFIC LIGHT MOUNTING ASSEMBLIES; (F) CONDOR TRUCK PARTS & SERVICE; (G) ASPHALT AND POTHOLE PAVING MATERIALS; (H) PORTABLE CHEMICAL TOILETS: (I) LANDSCAPE MAINTENANCE FOR DCI FACILITIES; (J) DEMOLITION OF DANGEROUS STRUCTURES; (K) INTERNET TUTORING SERVICE; (L) REPAIR AND MAINTENANCE OF PAGING AND SPEAKER SYSTEM AT THE SAN ANTONIO INTERNATIONAL AIRPORT; (M) GALE GROUP DATABASE LICENSE AGREEMENT; (N) MILLENNIUM SOFTWARE SYSTEM UPGRADE FOR THE SAN ANTONIO PUBLIC LIBRARY; AND (O) LARGE PRINT BOOKS.

WHEREAS, the City is able to obtain significant savings by purchasing various materials and services on an annual contract basis; and

WHEREAS, this group of contracts represents a portion of approximately two hundred and fifty (250) annual contracts that will be brought before City Council throughout the remainder of the fiscal year; and

WHEREAS, these bids are from various companies to furnish the City with: automotive & industrial light assemblies, lens & mirrors; commercial deicer; propane refueling system maintenance and repair; industrial gasoline and diesel engine parts and service; traffic light mounting assemblies; Condor truck parts & service; asphalt and pothole paving materials; portable chemical toilets; landscape maintenance for DCI facilities; demolition of dangerous structures; Internet tutoring service; repair and maintenance of paging and speaker system at the San Antonio International Airport; Gale Group database license agreement; Millennium software system upgrade for the San Antonio Public Library; and large print books; and

WHEREAS, this ordinance approves 5 sole source contracts, 1 contract exempt from the competitive bidding due to the health and safety exception (demolition of dangerous structures), 10 low bid contracts, 2 contracts in the basis of low qualifying bids which awards were recommended to other than the low bidder because the low bidder failed to meet the City's specifications and/or requirements; and

WHEREAS, all expenditures will be in accordance with the 2006-2007 budget approved by City Council; NOW THEREFORE:

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

SECTION 1. The bids of various companies to furnish the City with: automotive & industrial light assemblies, lens & mirrors; commercial deicer; propane refueling system maintenance and repair; industrial gasoline and diesel engine parts and service; traffic light mounting assemblies; Condor truck parts & service; asphalt and pothole paving materials; portable chemical toilets; landscape maintenance for DCI facilities; demolition of dangerous structures; Internet tutoring service; repair and maintenance of paging and speaker system at the San Antonio International Airport; Gale Group database license agreement; Millennium software system upgrade for the San Antonio Public Library; and large print books are hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits and insurance certificates and endorsements. The bid tabulation sheets are attached hereto and incorporated herein for all purposes as Exhibit I. Copies of the bids are available for inspection in the offices of the Purchasing and Contract Services Department. The City Manager, her designee, and the Director of Purchasing and Contract Services, or her designee, are hereby authorized to execute all contracts awarded by this ordinance.

SECTION 2. It has been found and declared that the low bids of the following companies failed to meet the City's specifications, as shown on the attached bid tabulations: Atascosa Mud Septic Grease Cleaning Services for portable chemical toilets; JND Lawn Maintenance for landscape maintenance for DCI facilities; and Alamo Environmental, Inc. d/b/a Alamo 1 for demolition of dangerous structures.

**SECTION 3.** Funds are not expended by this ordinance. All expenditures will be in accordance with FY 2006-2007 and FY 2007-2008 budget approved by City Council. The combined estimated total for contracts listed on this ordinance is approximately \$7,261,450.00.

**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 and fund numbers as necessary to carry out the purpose of this ordinance.

SECTION 5. This ordinance shall take effect September 9, 2007.

PASSED and APPROVED this 30th day of August, 2007.

PHIL HARDBERGER

ATTEST:

APPROVED AS TO FORM:

City Attorney

### City Council Meeting

Date: August 30, 2007

ORDINANCE: 2007-08-30-0895

AGENDA ITEM: 6

RESOLUTION:

Consent Agenda

Name	ROLL CALL	Motion	SECOND	ABSTAIN	Ауе	NAY	ABSENT
Mary Alice Cisneros District 1							
Sheila McNeil District 2							
Roland Gutierrez District s							
Philip Cortez DISTRICT 4							
Lourdes Galvan District 5							
Delicia Herrera District 6							
Justin Rodriguez District 7							
Diane Cibrian District 8							
Kevin Wolff District 9							
John Clamp District 10							
Phil Hardberger Mayor	Trauli						

DMMENTS:			

### ANNUAL CONTRACT TABLE OF CONTENTS August 30, 2007

RFCA # 2044

#### **COMMODITY**

#### MBE/WBE

#### **VENDOR**

#### Contracts procured on the basis of low bids:

- A. Automotive & Industrial Light Assemblies, Lens & Mirrors
   A137-08-DG
   October 1, 2007 through September 30, 2008
   With 2, 1 year options to extend
- B. Commercial Deicer
   A883-08-VF
   October 1, 2007 through September 30, 2008
   With 2, 1 year options to extend
- C. Propane Refueling System Maintenance and Repair A834-08-DG October 1, 2007 through September 30, 2008 With 2, 1 year options to extend
- D. Industrial Gasoline and Diesel Engine Parts and Service
   A114-08-DG
   October 1, 2007 through September 30, 2008
   With 2, 1 year options to extend
- E. Traffic Light Mounting Assemblies A411-08-DG October 1, 2007 through September 30, 2008 With 1, 1 year option to extend
- F. Condor Truck Parts & Service A1204-07-GC Upon award through September 30, 2008 With 2, 1 year options to extend
- G. Asphalt and Pothole Paving Materials A009-08-VF
   Upon award through September 30, 2008
   With 2, 1 year options to extend

- 1. Genuine Parts Co. (Item 1)
- 2. Southwest Wheel (Items 2, 3 & 6)
- 3. HiLo Auto Supply, L.P., dba
  O'Reilly Auto Parts (Items 4 & 5)
  Estimated Amount: \$30,000.00 annually

Cryotech Deicing Technology, a Division of General Atomics International Services Entire Bid Estimated Amount: \$80,000.00 annually

WBE Propane Specialty Services L.L.C.
Entire Bid
Estimated Amount: \$23,000.00 annually

Grande Truck Center Entire Bid Estimated Amount: \$250,000.00 annually

Texas Highway Products, Ltd. Entire Bid Estimated Amount: \$88,000.00 annually

Freightliner of San Antonio, Ltd. Entire Bid Estimated Amount: \$20,000.00 annually

- Medina Rock Haulers Inc. (Item 5)
- 2. Vulcan Construction Materials (Items 1 4)

Estimated Amount: \$5,261,000.00 annually

### Contracts procured on the basis of low qualifying bids:

Portable Chemical Toilets H. A205-08-VF October 1, 2007 through September 30, 2008 With 2, 1 year options to extend

Inc. dba United Site Services Entire Bid Estimated Amount: \$104,000.00 annually

I. Landscape Maintenance for DCI Facilities A1040-07-VF Upon award through September 30, 2008 With 2, 1 year options to extend

Green Tree Lawn Care & Landscaping Entire Bid Estimated Amount: \$24,000.00 annually

Howse Brothers Sanitation Services.

### Contracts exempt from the procurement process due to health and safety exemption:

WBE

Demolition Services for Housing and Neighborhood Services A1190-07-JH Upon Award through September 30, 2008 With 3, 1 year options to extend

1. American S.C., (Item 1) 2. Structural Reclamation Contractors L.L.C, (Item 2)

3. Hunter Demolition & Wrecking Corp., (Item 3)

Estimated Amount: \$806,000.00 annually

### Contracts procured on the basis of sole source:

K. Internet Tutoring Service A984-08-JW Upon award through August 31, 2008 Tutor.com Entire Bid Estimated Amount: \$143,600.00 annually

Repair & Maintenance Paging & Speaker System at the San Antonio International Airport A1219-07-WF Upon award through August 31, 2008 With 3,1 year options to extend

Ford Audio Video, Inc. WBE Entire Bid Estimated Amount: \$55,350.00 annually

M. Gale Virtual Library Subscription Services A1235-08-DM Upon award through June 30, 2010 With 1, 3 year option to extend

Gale Group Entire Bid Estimated Amount: \$93,000.00 annually

N. Millennium Software System Upgrade for the San Antonio Public Library A1097-08-JW Upon award through August 30, 2008

Innovative Interfaces, Inc. Entire Bid Estimated Amount: \$133,500.00 annually O. Large Print Books A816-08-DM Upon award through September 30, 2008 Thomson Gale/Thorndike Press Entire Bid Estimated Amount: \$150,000.00 annually

Date 8/30/2007 Agenda Item:

Name/Title (Ca Automotive & I		on agenda): Assemblies, Lens & Mirrors A137-08 DG			
Description of This contract will mirrors, fuses, b units in the City'	I provide the Fle bulbs and flasher	et Maintenance & Operations Department with replacement head lights, is used on various City vehicles. This contract will service an estimated 5,000			
Total \$: \$30	,000.00 annuall	y			
Bid Number and	Title	Automotive & Industrial Light Assemblies, Lens & Mirrors A137-08 DG			
Contract Period		October 1, 2007 through September 30, 2008; with 2, 1 year options to extend			
Method of Procu	urement	Competitive (3 bids received)			
Price Trend		3% decrease			
Contract Info:	Form	al X Annual Support/Maintenance Lease			
Contractor(s):	How 4: Convine Both Co. 6274 Bittimen Bond Dr. Con Antonio TV 78249 (MLMA)				
Previous Contr	actor(s): South	west Wheel 343 Gembler Road, San Antonio, TX 78219 (MSWN)			
Anticipated Fu	ture Requireme	ents and Actions: N/A			
	10				
Comments: N/	A				

Opened: For:	June 29, 2007 Annual Contract for Automotive & Industrial Light Assemblies, Lens & Mirrors				
		Genuine Parts Co.	Southwest Wheel	HiLo Auto Supply, LP. DBA O'Reilly Auto Parts	
A137-08	DG	6374 Rittiman Road	343 Gembler Road	233 S. Patterson	
Item	Description	San Antonio TX 78218 210-662-6200	San Antonio, TX 78219 210-226-0301	Springfield, MO 65802 417-862-2674	
1	Seal Beams, Halogen & Incandescent				
A.	Percent of discount offered	41% Wagner (Federal	42%	40%	
B.	Product identification	Mogul)	Sylvania	Wagner	
C.	Type price schedule	Jobber	Jobber	Jobber	
D.	Price schedule number	RPT086		Wag-Light	
E.	Date of price schedule	2007		4/17/2007	
F.	Price schedule column on which discount is based	Jobber	PR 0000000000		
2	Light Assemblies, Lens & Mirrors				
A.	Percent of discount offered	29%	22%	10%	
B.	Product identification	Grote	197107		
C.	Type price schedule	Jobber	Grote Heavy Duty	Jobber	
D.	Price schedule number	RP086		PM-AI	
E.	Date of price schedule	2007	1/1/2007	4/16/2007	
F.	Price schedule column on which discount is based	Jobber	Net Price	Jobber	
3	Light Assemblies, Lens & Mirrors				
A.	Percent of discount offered	20%			
В.	Product identification	Truck-Lite			
C.	Type price schedule	Jobber	1,0 000000 00000 00000		
D.	Price schedule number	N2040-5A			
E.	Date of price schedule	1/5/2006			
F.	Price schedule column on which discount is based	Jobber	WD Price	Jobbe	
4	Flashers, Heavy Duty	- 100			
A.	Percent of discount offered	31%		50%	
	5 1 111 05 0	NAPA Flashers		0.00	
B.	Product identification	(Tridon)	1	Buss	
C.	Type price schedule	Jobber		Jobbe	
D. E.	Price schedule number Date of price schedule	RPT086 2007		Bus-Al	
F.	Price schedule column on which discount is based	Jobber		5/8/2007 Jobbe	
5	Bulbs, Halogen & Incandescent				
A.	Percent of discount offered	41%	42%	40%	
		Wagner (Federa			
В.	Product identification	Mogul		Wagne	
C.	Type price schedule	Jobber			
D.	Price schedule number	RPT086	A-JOB0507	Wag-Ligh	
E.	Date of price schedule	2007	(E-1) - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	4/17/2007	
F.	Price schedule column on which discount is based	Jobber	Jobber	Jobber	
6	Fuses			Ī	
A.	Percent of discount offered	30%	40%	0%	
B.	Product identification	Balkamp (Buss)	Littlefuse	Buss	
C.	Type price schedule	Jobber		77,07	
D.	Price schedule number	PSA 07-5A			
E.	Date of price schedule	1/15/2007	The Transfer 17		
F.	Price schedule column on which discount is based	Jobber (Blue)			
	Delivery	1 Day	2 Days	1Day	

Date 8/30/07 Agenda Item:

Name/Title (Caption Commercial Deicer	n as shown on agenda): A883-08-VF
	(s) and Use: vide a vendor to supply commercial deicer to the Public Works Department. This deicer and roadways to prevent frost or ice build-up during freezing weather conditions.
Total \$: \$80,000.	.00 Annually
Bid Number and Title	Commercial Deicer A883-08-VF
Contract Period	October 1, 2007 through September 30, 2008; with 2, 1 year options to extend
Method of Procurem	ent Competitive (1 bid received)
Price Trend	9% increase due to raw materials, energy, and logistic cost increases.
Contract Info:	Formal _X_AnnualSupport/MaintenanceLease
	votech Deicing Technology, a Division of General Atomics International Services, 6103 howay, Fort Madison, IA 52627 (MLWN)
	or(s): Cryotech Deicing Technology, a Division of General Atomics International Services, Madison, IA 52627 (MLWN)
Anticipated Future	Requirements and Actions: N/A
Comments: N/A	
Using Publ	ic Works Department

7.00	July 20, 2007		
	Annual Contract for Commercial Deicer	VEG	Cryotech Deicing Technology, a Division of General Atomics International Services
A883-08		VF/vf Estimated Annual	6103 Orthoway Fort Madison, IA 52627
Item	Description	Quantity	800-346-7237
1	Commercial Deicer		
	Price per gallon for truckload order Total Price	10,070	\$5.40 \$54,378
	Price per gallon for less than truckload order Total Price	3,710	\$6.81 \$25,265
	Manufacturer/Brand Name Size of Container Delivery	#* **	Cryotech CF7 <sup>®</sup> 265 gallon totes 72 -120 hours ARO

Total Estimated Award

\$79,643

Date 8/30/2007 Agenda Item:

Name/Title (Cap Propane Refue		n on agenda): laintenance and Repair A834-08 DG		
	I provide Fleet	se: Maintenance & Operations Department with maintenance for propane pumps, lines and tanks at four City propane vehicle refueling facilities.		
Total \$: \$23,	,000.00 annua	lly		
Bid Number and	Title	Propane Refueling System Maintenance and Repair A834-08 DG		
Contract Period		October 1, 2007 through September 30, 2008; with 2,1 year options to extend		
Method of Procu	rement	Competitive (1 bid received)		
Price Trend		No change from current contract		
Contract Info:	For	mal X Annual Support/Maintenance Lease		
Contractor(s):	Propane Spe	cialty Services L.L.C., P.O. Box 149, Leesville,TX 78122 (FLSN)		
<b>Previous Contr</b>	actor(s): Prop	pane Specialty Services L.L.C., P.O. Box 399, Banquete, TX 78339 (FLSN)		
Anticipated Fut	ure Requirem	nents and Actions: N/A		
Comments: N/	A			
Using Department:	Fleet Maintena	ance & Operations Department		

Opened: For:	July 30, 2007 Annual Contract for Propane Refueling System	
A834-08	Maintenance & Repair  DG	Propane Specialty Services L.L.C. P.O. Box 149
Item	Description	Leesville, TX 78122 830-424-3702
1	Clean Fuel Technology/Touchstar Dispenser Assembly Parts Percent of discount offered Product identification Type price schedule Price schedule number Date of price schedule Price schedule column on which discount is based	0% Propane Specialty Services Retail N/A 07/26/07 N/A
11	Gas Equipment Company Propane Tank System Parts Percent of discount offered Product identification Type price schedule Price schedule number Date of price schedule Price schedule column on which discount is based	0% Propane Specialty Services Retail N/A 07/26/07
III	Piping 1 1/2", per foot 1 1/2" with Cathodic Protection, per foot 2", per foot 2" with Cathodic Protection, per foot Electrical Conduit, per foot	\$12.00 \$14.50 \$12.00 \$16.00 \$1.50
IV	Quarterly Preventive Maintenance Southeast Service Center Zarzamora Service Center Northwest Service Center Northeast Service Center	\$975.00 \$975.00 \$975.00 \$975.00
٧	Labor and Service	
	A Service Call Rates (cost per person)  Standard Rate, per hour  Overtime Rate, per hour	\$75.00 \$112.00
	B Electrical Rates (cost per person)  1 Standard Rate, per hour  2 Overtime Rate, per hour	\$75.00 \$112.00

Date 8/30/2007 Agenda Item:

Name/Title (Caption as she Industrial Gasoline & Dies	own on agenda): el Engine Parts & Service A114-08 DG		
	Fleet Maintenance & Operations Department with gasoline and diesel engine factory warranty service on City vehicles. This contract will service an estimated		
Total \$: \$250,000.00 an	nually		
Bid Number and Title	Industrial Gasoline & Diesel Engine Parts & Service A114-08 DG		
Contract Period	October 1, 2007 through September 30, 2008; with 2, 1 year options to extend		
Method of Procurement	Competitive (2 bids received)		
Price Trend	5% increase due to rising cost of raw material (steel) needed for product construction.		
Contract Info:F	ormal X Annual Support/Maintenance Lease		
Contractor(s): Grande Tr	uck Center, 4562 I.H. 10 East, San Antonio, TX 78219 (MLWN)		
Previous Contractor(s): G	rande Truck Center, 4562 l.H. 10 East, San Antonio, TX 78219 (MLWN)		
Anticipated Future Requir	ements and Actions: N/A		
Comments: N/A			
Using Fleet Mainto	enance & Operations Department		

or:	Annual Contract for Industrial Gasoline & Diesel Engine Parts & Service	Grande Truck Center	M&D Distributors	
114-08	-DG	4562 I.H. 10 East	1002 Paulsun Dr.	
Item	Description	San Antonio, TX 78219 210-666-7144	San Antonio, TX 78219	
1A.	Detroit Diesel Parts, New Parts			
1	Percent of discount offered	Cost + 15%		
2	Product identification (Manufacturer)	Detroit		
3	Type of price schedule Price schedule number	Dealer N/A	Distributor Price Lis	
5	Date of price schedule	Current		
6	Price schedule column on which discount is based	Cost	Distributo	
1B.	Detroit Diesel Parts, Exchange Parts			
1	Percent of discount offered	Cost + 15%	0%	
2	Product identification (Manufacturer)	Detroit	M&D Distributors	
3	Type of price schedule	Dealer	Flee	
4	Price schedule number	N/A		
5	Date of price schedule Price schedule column on which discount is based	Current	07/01/07 Flee	
II A.	Deleted			
II B.	Deleted			
III A.	Caterpillar Series 3306 Parts, Truck Application, New Parts			
1	Percent of discount offered	Cost + 10%	09	
2	Product identification (Manufacturer)	Caterpillar	The state of the s	
3	Type of price schedule	Dealer	Distributor Price Lis	
4	Price schedule number	N/A		
5	Date of price schedule	Current	1 COC 201/ELECTIVE A CREEK	
6	Price schedule column on which discount is based	Cost	Distributo	
III B.	Captive Caterpillar Parts, Exchange Parts	G1 - 400V	N- Di	
1	Percent of discount offered	Cost + 10%	1737.00	
2	Product identification	Caterpillar	II.	
3	Type price schedule Price schedule number	Dealer N/A		
5	Date of price schedule	Current		
6	Price schedule column on which discount is based	Cost		
IV A.	Cummins Parts, Industrial & Truck Application, All Models, New Parts			
1	Percent of discount offered	Cost + 13%		
2	Product identification	Cummins	The first of the second of the	
3	Type price schedule	Dealer		
4	Price schedule number Date of price schedule	N/A Current	4	
6	Price schedule column on which discount is based	Cost		
IV B.	Cummins Parts, Industrial & Truck Application, All Models, Exchange Parts			
1	Percent of discount offered	Cost + 13%	09	
2	Product identification	Cummins	M& D Distributor	
3	Type price schedule	Dealer	Flee	
4	Price schedule number	N/A	MD-	
5	Date of price schedule Price schedule column on which discount is based	Current		
N/O	Marrandon Dada Jadustrial 9 Tausk An-Wasters All Madels Nov State			
IV C.	Merecedes Parts, Industrial & Truck Applications, All Models, New Parts Percent of discount offered	Cost + 15%	No Bi	
2	Product identification	Mercedes		
3	Type price schedule	Dealer		
4	Price schedule number	N/A	II .	
5	Date of price schedule	Current		
6	Price schedule column on which discount is based	Cost		
	Delivery & Service			
1	Labor rate per hour	\$65.00	\$83.0	
2	Service completed	5 Days		
3	Parts available for pickup	1-5 Days	5 Day	

Date 8/30/2007 Agenda Item:

Name/Title (Cap Traffic Light Mo		n on agenda): ablies A411-08 DG			
mounting assem	I provide the De ablies which are	e: epartment of Public Works, Traffic Operations Division with traffic light used to mount traffic control devices throughout the City. The equipment will hal heads to poles and span wires and repair damaged existing assemblies.			
Total \$: \$88,	035.55 annually	y			
Bid Number and	Title	Traffic Light Mounting Assemblies A411-08 DG			
Contract Period		October 1, 2007 through September 30, 2008; with 1, 1 year option to extend			
Method of Procu	irement	Competitive (3 bids received)			
Price Trend		10.65% decrease due to increase in quantity required for scope of contract			
Contract Info:	_Form	nal X Annual Support/Maintenance Lease			
Contractor(s):	Texas Highwa	y Products, LTD., 1309 Clark, Ste. B., Round Rock, TX 78681 (MSWN)			
Previous Contr (MLWN)	actor(s): Conso	olidated Traffic Controls, Inc., P. O. Box 151837, Arlington, TX 76015			
Anticipated Fut	ure Requireme	ents and Actions: N/A			
Comments: N/	A				
Using I Department:	Public Works D	Department			

For: A411-0	Annual Contract for Traffic Light Mounting Assemb  BDG	DG/at	Texas Highway Products, LTD. 1309 Clark St., STE B	Consolidated Traffic Controls, Inc. P.O. Box 151837	Pelco Products Inc. 320 W. 18th Street	
Item	Description	Estimated Quantity	Round Rock, TX 78681 512-255-7633	Arlington, TX 76015	Edmond, OK 73013	
1	611.2 Type II Mounting Assembly Price Each Total Price Brand Model Delivery	80	\$36.35 \$2,908.00 Pelco SE-3151 less SE-0338 30-45 Days	\$3,280.00 Pelco SE3151 minus SE03338	\$3,793.60 Pelco SE-3151 less SE-0338	
2	611.3 Type III Mounting Assembly Price Each Total Price Brand Model Delivery	150	\$42.22 \$6,333.00 Pelco SP-3004 30-45 Days	\$7,185.00 Pelco SP-3004-TX	\$8,263.50 Pelco SP-3004-TX	
3	611.5 Type V Mounting Assembly Price Each Total Price Brand Model Delivery	25	\$25.57 \$639.25 Pelco SP-3006 30-45 Days	\$725.00 Pelco SP-3006-TX	\$834.00 Pelco SP-3006-TX	
4	611.6 Type VI Mounting Assembly, 3-section, 12" Price Each Total Price Brand Model Delivery	20	\$139.61 \$2,792.20 Pelco SP-3007 30-45 Days	\$3,177.60 Pelco SP-3007-TX	\$3,642.80 Pelco SP-3007-TX	
5	611.6 Type VI Mounting Assembly, "Pedestrian Signals" Price Each Total Price Brand Model Delivery	20	\$139.42 \$2,788.40 Pelco SP-3008 30-45 Days	\$3,169.60 Pelco SP-3008-TX	\$3,637.80 Pelco SP-3008-TX	
6	611.7 Type VII Mounting Assembly, 3-section, 12" Price Each Total Price Brand Model Delivery	150	\$80.76 \$12,114.00 Pelco AB-0116-3-29 30-45 Days	\$13,650.00 Pelco AB-0116-3-29	\$15,804.00 Pelco AB-0116-3-29	
7	611.7 Type VII Mounting Assembly, 4-section, 12" Price Each Total Price Brand Model Delivery	20	\$85.41 \$1,708.20 Pelco AB-0116-4-29 30-45 Days	\$1,920.00 Pelco AB-0116-4-29	\$2,228.60 Pelco AB-0116-4-29	
8	611.7 Type VII Mounting Assembly, 5-section, 12" Price Each Total Price Brand Model Delivery	50	\$89.84 \$4,492.00 Pelco AB-0116-5-29 30-45 Days	Pelco AB-0116-5-29	\$5,860.50 Pelco AB-0116-5-29	

A411-08DG		DG/at	Texas Highway Products, LTD. 1309 Clark St., STE B	Consolidated Traffic Controls, Inc. P.O. Box 151837	Pelco Products Inc. 320 W. 18th Street	
Item	Description	Estimated Quantity	Round Rock, TX 78681 512-255-7633	Arlington, TX 76015	Edmond, OK 73013	
9	611.8 Type VIII Mounting Assembly Price Each Total Price Brand Model Delivery	50	\$47.14 \$2,357.00 Pelco \$P-3009 30-45 Days	Pelco SP-3009-TX	\$3,075.00 Pelco SP-3009-TX	
10	611.2 Type II Mounting Assembly Price Each Total Price Brand Model Delivery	100	\$12.87 \$1,287.00 Pelco SE 0338 30-45 Days	\$1,425.00 Pelco SE 0338	\$1,679.00 Pelco SE-0338-w/ Bolt Option	
11	1 1/2" fitting cap Price Each Total Price Brand Model Delivery	100	\$0.60 \$60.00 Pelco SE-0304 30-45 Days	\$75.00 Pelco SE-0304	\$79.00 Pelco SE-0304	
12	Signal closure kit Price Each Total Price Brand Model Delivery	75	\$1.86 \$139.50 Pelco SE-3054 30-45 Days	\$187.50 Pelco SE-3054	\$182.25 Pelco SE-3054	
13	Span wirehanger assembly Price Each Total Price Brand Model Delivery	200	\$60.88 \$12,176.00 Pelco SE-5024 30-45 Days	\$13,736.00 Pelco SE-5024	\$15,886.00 Pelco SE-5024	
14	Pedestrian pushbutton Price Each Total Price Brand Model Delivery	300	\$79.94 \$23,982.00 Pelco SP-3031 30-45 Days	\$26,700.00 Pelco SP-3031-TX	\$31,287.00 Pelco SP-3031-TX	
15	Tether Assy., Break Away Price Each Total Price Brand Model Delivery	300	\$10.90 \$3,270.00 Pelco SE-5058 30-45 Days	\$3,579.00 Pelco SE-5058	\$4,263.00 Pelco SE-5058	
16	Astro Bracket Price Each Total Price Brand Model Delivery	150	\$73.26 \$10,989.00 Pelco AB-0116-1-29 30-45 Days		\$14,335.50 Pelco AB-0116-1-29	
	TOTALS		\$88,035.55			

Date 8/30/2007 Agenda Item:

Name/Title (Ca Condor Truck I		
	I provide the Fle	e: eet Maintenance & Operations Department with Parts & Service for new ironmental Services Department for garbage collection.
Total \$: \$20	,000.00 Annual	ly
Bid Number and	Title	Condor Truck Parts & Service A1204-07 GC
Contract Period		Upon award through September 30, 2008; with 2, 1 year options to extend
Method of Procu	rement	Competitive (1 bid received)
Price Trend		New contract – No price history available
Contract Info:	_Form	nal X Annual _Support/Maintenance _Lease
Contractor(s):	Freightliner of	San Antonio, Ltd. PO Box 200410 San Antonio, Tx. 78220 (MLWN)
<b>Previous Contr</b>	actor(s): N/A, I	New Contract
Anticipated Fut	ure Requireme	ents and Actions: N/A
Comments: N/	A	
Using Department:	Fleet Maintena	nce & Operations Department

### CITY OF SAN ANTONIO BID TABULATION

pened:				
or: 1240-07	Annual Contract for Condor Truck Parts & Service	Freightliner of San Antonio, Ltd. PO Box 200410		
1240-07		1 0 Box 200410		
Item	Description	San Antonio, Tx. 7822 210-666-6665		
1	Condor Truck Parts			
A.	Captive Parts Discount			
1.	Percent Discount Offered:	Cost + 25%		
2.	Product Identification (Mfr.):	Condor		
3.	Type Price Schedule (dealer, jobber, etc.):	Dealer Cost		
4.	Price Schedule Number:	N/A		
5.	Date of Price Schedule	1/2/2007		
6.	Price Schedule Column On Which Discount Is Based:			
	(i.e., distributor, net, wholesale)	Dealer Cost		
B.	Competitive Parts Discount			
1.	Percent of Discount Offered:	Cost + 25%		
2.	Product Identification (Mfr.):	Freightliner		
3.	Type Price Schedule (dealer, jobber, etc.):	Dealer Cost		
4.	Price Schedule Number:	N/A		
5.	Date of Price Schedule:	1/2/2007		
6.	Price Schedule Column On Which Discount Is Based:	77		
	(i.e., distributor, net, wholesale)	Dealer Cost		
2.	LABOR AND SERVICE			
	Labor Rate for Service	\$75.00		
	Mileage Charge (if applicable)	N/A		

Date 8/30/07 Agenda Item: 2044

Name/Title (Caption as shown on agenda): Asphalt and Pothole Paving Materials A009-08-VF Description of Item(s) and Use: This contract will provide the Public Works Street Maintenance Division with a contractor to provide asphalt and pothole paving materials for the construction and repair of streets located throughout the City. Total \$: \$5.261,000.00 Annually Bid Number and Title Asphalt and Pothole Paving Materials A009-08-VF Upon award through September 30, 2008 with 2, 1 year options to extend Contract Period Method of Procurement Competitive (3 Bids Received) Price Trend 6% Average Increase Contract Info: Formal X Annual Support/Maintenance Lease Medina Rock Haulers, Inc. (Line 5), 17130 FM 1283, Mico, TX 78056 (MLWN) Contractor(s): Vulcan Construction Materials, LP (Line 1, 2, 3, and 4), P.O. Box 791550, San Antonio, TX 78279 (MLWN) Previous Contractor(s): Medina Rock Haulers, Inc. (Line 5), 17130 FM 1283, Mico, TX 78056 (MLWN) Vulcan Construction Materials, LP (Line 1, 2, 3, and 4), P.O. Box 791550, San Antonio, TX 78279 (MLWN) Anticipated Future Requirements and Actions: N/A Comments: N/A **Public Works Department** Usina Department:

Opened: For:	July 30, 2007 Annual Contract for Asphalt and Pothole Paving Materials		Vulcan Construction Materials, LP	Medina Rock Haulers, Inc.	Martin Marielta Materials
1009-08-V			P.O. Box 791550	17130 FM 1283	5710 W. Hausmas #121
Item	Description	Estimated Annual Quantities	San Antonio, TX 78279 210-524-3546	Mico, TX 78056 830-931-3311	San Antonio, TX 78249
1	Cold Mix Limestone Rock Asphalt Pavement				
Α	Price per ton delivered Total price	5,200	\$34.21 \$177,892.00	No Bid	\$55.00 \$286,000.00
В	Price per ton picked up Total price	3,800	\$21.00 \$79,800.00	No Bid	\$49.00 \$186,200.00
2	Hot-Mix Cold Laid Asphaltic Concrete Pavement				
Α	Price per ton delivered Total price	2,500	\$51.00 \$127,500.00	No Bid	No Bio
В	Price per ton picked up Total Price	2,500	\$47.00 \$117,500.00	No Bid	No Bio
3	Hol-Mix Asphaltic Concrete Pavement				
A	Price per ton delivered (Belly or lift dump trucks) per ton Total price	5,000	\$45.00 \$225,000.00	No Bid	\$51.0 \$255,000.0
В	Price per ton delivered (horizontal discharge or flow boy) per ton Total price	1,000	\$46.00 \$46,000.00	No Bid	\$53,0 \$53,000,0
C	Price per ton picked up Total price	84,000	\$41.00 \$3,444,000.00	No Bid	\$45.00 \$3,780,000.00
4	Asphalt Stabilized Base (Plant Mix)				
A	Cold Laid, price per ton delivered Total price	500	\$50,00 \$25,000.00	No Bid	No Bid
В	Hot Laid, price per ton delivered Total price	1,500	\$44.00 \$66,000,00	339 637	\$51.00 \$76,500,00
С	Cold Laid, price per ton picked up Total price	1,500	\$46.00 \$69,000.00	200.00	No Bi
D	Hot Laid, price per ton picked up Total Price	16,500	\$40,00 \$660,000,00	No Bid	45.00 \$742,500.00
5	Pothole Patch Material				
A	Price per ton delivered. Total price	2,500	No Bid	75.50 \$188,750.00	
В	Price per ton picked up Total price	500	No Bid	69.75 \$34,875.00	9 9 2 9 72
	Total Estimated Amount		\$5,037,692.00	\$223,625.00	

No Bids - Unique Paying Materials Corp.; American Lubricant & Coating Co.

Date 08/30/07 Agenda Item:

Name/Title (Ca Portable Chem	ption as show ical Toilets A20			
toilets at various	Il provide a ven s City locations.	dor to supply various City departments with the rental and servicing of portable.  These items are necessary to ensure the general public is provided with t special outdoor events or when facilities are undergoing repairs.		
Total \$: \$10	4,000.00 Annu	ally		
Bid Number and	d Title	Portable Chemical Toilets A205-08-VF		
Contract Period	1 - 2	October 1, 2007 through September 30, 2008; with 2, 1 year options to extend		
Method of Proc	urement	Competitive (5 bids received)		
Price Trend		32% decrease. Reduction in cost is primarily due to the geographic location of services and a larger in-house inventory of portable toilets.		
Contract Info:	_Forr	mal X Annual Support/Maintenance Lease		
Contractor(s):		ers Sanitation Services, Inc. dba United Site Services, 8509 I-10 East, (78109 (MLWN)		
Previous Cont (MSBN)	ractor(s): High	Sierra Toilet Company, Inc. #7 Moss Rock, New Braunfels, TX 78130		
Anticipated Fu	ture Requirem	ents and Actions: N/A		
Comments:	NAS – Atascosa	a Mud Septic Grease Cleaning Service - did not submit signed bid		
Using Department:	Various City D	epartments		

For: A205-08-V	Annual Contract for Portable Chemical Toilets  VF		Howse Brothers Sanitation Services, Inc. dba United Site Services 8509 J-10 East	Atascosa Mud Septic & Grease Cleaning Service 3759 Pleasanton Rd.	Cortez Liquid Waste Services, Inc. 19540 Hwy. 281 So.	High Sierra Toilet Company, Inc. 7 Moss Rock	US Disposal Inc. 9342 N. E. Loop 410
Item	Description	Estimated Annual Quantitles	Converse, TX 78109 210-656-3325	San Antonio, TX 78221	San Antonio, TX 78221	New Braunfels, TX 78130	San Antonio, TX 78209
-6				NAS			
1	Basic Unit Cost, including initial delivery and pickup Monthly Rental Price Each	459	\$49.00 \$22,491.00		\$65.00 \$29,835.00	\$50.00 \$22,950.00	
	Total Price Weekly Rental	170					
	Price Each Total Price	4.0	\$49.00 \$8,330.00		\$82.50 \$14,025.00	\$79.50 \$13,515.00	
	Daily Rental Price Each Total Price	578	\$39.00 \$22,542.00		\$82,50 \$47,685,00	\$79.50 \$45,951.00	
	Sanitation Service Charge for Daily Rental (1x per day) Sanitation Service Charge for Daily Rental (2x per day) Sanitation Service Charge for Monthly/Weekly Rental (2x per week) Sanitation Service Charge for Monthly/Weekly Rental (3x per week)		\$7.00 \$14.00 \$14.00 \$30.00	\$10.00 \$10.00	\$20.00 \$12.50	\$15.00 \$30.00	\$30.00 \$105.00
11	Handicapped Unit Cost, including initial delivery and pickup Monthiy Rental	388					
	Price Each Total Price		\$69.00 \$26,772.00		\$110.00 \$42,680.00	\$125.00 \$48,500.00	
	Weekly Rental Price Each Total Price	170	\$69.00 \$11,730.00	\$45.00 \$7,650.00	\$85.00 \$14,450.00		
	Daily Rental Price Each Total Price	140	\$59.00 \$8,260,00	\$45.00 \$6,300.00	\$110.00 \$15,400.00	\$125.00 \$17,500.00	
	Sanitation Service Charge for Daily Rental (1x per day) Sanitation Service Charge for Daily Rental (2x per day) Sanitation Service Charge for Monthly/Weekly Rental (2x per week) Sanitation Service Charge for Monthly/Weekly Rental (3x per week)		\$9.00 \$18.00 \$14.00 \$30.00	\$10.00 \$10.00	\$20.00 \$12.50	\$15.00 \$30.00	\$30.00 \$105.00
m	Change of Location Charge Basic Unit	56					
	Price Each Total Price		\$15.00 \$840.00		\$10.00 \$560.00		
	Handicapped Unit Price Each Total Price	20	\$20.00 \$400.00		\$10.00 \$200.00		
IV	Additional Sanitation Service Visits Basic Unit	75					
	Price Each Total Price	75	\$10.00 \$750.00		\$7.50 \$562.50	\$7.50 \$562.50	
	Handicapped Unit Price Each Total Price	/5	\$15.00 \$1,125.00			\$7.50 \$562.50	
	Total Estimated Award		\$103,240.00				

NAS: Did not submit signed bid.

Date 8/30/2007 Agenda Item:

Name/Title (Caption as sh Landscape Maintenance for	own on agenda): DCI Facilities A1040-07-VF			
landscape maintenance at f are required to maintain an	Use: Department of Community Initiatives (DCI) with a contractor to perform ourteen (14) DCI Facilities throughout the City of San Antonio. These services attractive landscape appearance of each facility and include mowing, edging, and general maintenance of existing landscaped areas.			
Total \$: \$24,000.00 ann	ually			
Bid Number and Title	Landscape Maintenance for DCI Facilities A1040-07-VF			
Contract Period	Upon award through September 30, 2008 with 2, 1 year options to extend			
Method of Procurement	Competitive (7 bids received)			
Price Trend	Current price trend is unavailable. The scope of service for this contract has changed.			
Contract Info:F	ormal _X_AnnualSupport/MaintenanceLease			
Contractor(s): Green Tre	e Lawn Care & Landscaping, 4807 Macey Trail, San Antonio, TX 78253 (MSWN)			
Previous Contractor(s): La	andscaping by Design, 3403 Action Lane, San Antonio, TX 78210 (MSBN)			
Anticipated Future Requir	ements and Actions: N/A			
Comments: Incomplete:	JND Lawn did not provide bid on all items.			
Using Departmen	t of Community Initiatives			

					Tanza Tal	N. W. C. C.	la l	Taxab.	I
or.	Annual Contract for Landscape Maintenance for DCI Facilities		Green Tree Lawn Care & Landscaping	Cantu Contracting	CCI Green and Clean Lawn	Nations Lawn Care	General Services	JND Lawn Maintenance	Rios Tree Service, In
1040-07 VF		4807 Macey Trail	3396 Rabel Rd.	4151 Culebra Rd.	12175 Network Bld., Ste. 150	PO Box 754	PO Box 18302	13923 Sugarberry Woods	
Item	Description	Estimated Annual Quantity	San Antonio, TX 78253 210-679-0603	San Antonio, TX 78221	San Antonio, TX 78228	San Antonio, TX 78249	Converse, TX 78109	San Antonio, TX 78218	San Antonio, TX 78249
1	Landscape Maintenance				100	1000		INCOMPLETE	
A	Berbara Jordan Price Total	19	\$145.00 \$2,755.00	\$130.00 \$2,470.00	\$115.00 \$2,185.00	\$260,00 \$4,940.00	\$123,00 \$2,337.00	12.0000000	\$130.0 \$2,470.0
В	Bob and Jeanne Billa Center	19	\$70.00	\$100,00	\$115.00	\$105.00	\$77.00	\$60,00	\$70.0
	Price Total		\$1,330.00		\$2,185,00	\$1,995.00	\$1,463,00	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$1,330.0
C	Bob Ross Senior Center	19	\$145.00	\$160,00	\$115.00	\$140.00	\$109.00	\$60,00	\$130,0
	Price Total		\$2,755.00	\$3,040,00	\$2,185.00	\$2,660.00	\$2,071.00	\$1,140.00	\$2,470.00
D	Carver Center Annex	19	\$45.00	\$135.00	\$135,00	\$105.00	\$95,00	\$50.00	\$60.0
	Price Total		\$855.00	\$2,565.00	\$2,565,00	\$1,995.00	\$1,805,00	\$950.00	\$1,140.00
E	Carver Community Cultural Center	19	\$95.00	\$165,00	\$100,00	\$200,00	\$88,00	\$50.00	\$70,0
	Price Total		\$1,805.00	\$3,135.00	\$1,900.00	\$3,800.00	\$1,672.00	\$950.00	\$1,330.0
F	Claude Black Center	19	\$95,00	\$100.00	\$115.00	\$260.00	\$105.00	\$80.00	\$95,0
	Price Total		\$1,805.00	\$1,900.00	\$2,185,00	\$4,940.00	\$1,995,00	\$1,520.00	\$1,805,0
G	Col. Victor Ferrari	19	\$70.00	\$150.00	\$115.00	\$90.00	\$83.00	\$85.00	\$70.0
	Price Total		\$1,330.00	\$2,850.00	\$2,185.00	\$1,710.00	\$1,577.00	\$1,615.00	\$1,330.00
н	Columbia Heights Center	19	\$95.00	\$145.00	\$115.00	\$90.00	\$93.00	\$60.00	\$70.00
	Price Total		\$1,805.00	\$2,755.00	\$2,185.00	\$1,710.00	\$1,767.00	\$1,140.00	\$1,330.00
T	Frank Garrett Center	19	\$120.00	\$180.00	\$155.00	\$140.00	\$128.00	\$80.00	\$130.0
	Price Total		\$2,280.00	\$3,420.00	\$2,945.00	\$2,660.00	\$2,432.00	\$1,520.00	\$2,470,00
J	Fr. Albert Benavides	19	\$120.00	\$120,00	\$155,00	\$105.00	\$99.00	\$60.00	\$130,00
	Price Total		\$2,280.00	\$2,280.00	\$2,945,00	\$1,995.00	\$1,881.00	\$1,140.00	\$2,470.00
к	Margarita Huantes Center	19	\$45.00	\$150.00	\$100,00	\$60.00	\$80.00	\$45.00	\$105.00
	Price Total		\$855.00	\$2,850.00	\$1,900.00	\$1,140.00	\$1,520.00	\$855.00	\$1,995.00
L	Pearsall Park Center	19	\$70.00	\$150.00	\$125,00	\$260.00	\$115.00	\$85,00	\$60,00
	Price Total		\$1,330.00	\$2,850.00	\$2,375.00	\$4,940.00	\$2,185.00	\$1,615.00	\$1,140.00
М	St. Mary's Center	19	\$70,00	\$160.00	\$100.00	\$105.00	\$90.00	\$85.00	\$130.00
	Price Total		\$1,330.00	\$3,040.00	\$1,900.00	\$1,995.00	\$1,710.00	\$1,615.00	\$2,470.00
N	Willie C. Velasquez Center	19	\$55.00	\$110.00	\$100,00	\$60.00	\$67.00		\$60,00
	Price Total		\$1,045.00	\$2,090.00	\$1,900.00	\$1,140.00	\$1,273.00	\$855.00	\$1,140.00
	Estimated Subtotal		\$23,560.00	\$37,145.00	\$31,540.00	\$37,620.00	\$25,688.00	\$17,575.00	\$24,890.00
11	Hourly Labor Cost for Plant Installation		\$12.50	\$24.00	\$27.50	\$15.00	\$49.00	No Bid	\$15.00
	Annual Estimated Amount		\$23,560.00						

Prepared by Purchasing 8/13/2007 Page 1

Date 8/30/2007 Agenda Item:

2044

Name/Title (Caption as shown on agenda):

Annual Contract For Demolition Services for Housing and Neighborhood Services #A1190-07-JH

Description of Item(s) and Use:

This contract will provide the Housing and Neighborhood Services Department with a contractor to furnish labor, equipment and materials to provide demolition services and disposal of accompanying wastes associated with the removal of structures declared dangerous by either the Dangerous Structure Determination Board or by the Housing & Neighborhood Services Director following a summary abatement concurrence of certain City Officials identified in the City Code, Chapter 6.

Since approximately 1987, the Public Works Department has been performing these demolitions; however, as a result of their adopted FY 2007 budget, this service was to be phased out and eventually transitioned by April 1, 2007. A temporary demolition contract was executed to perform this service under the Health and Safety Competitive Bidding Exemption on April 1, 2007 until a permanent annual contract was finalized.

Under the temporary agreement an estimated 38 demolitions were performed at an average cost of \$2.90 per square foot for an estimated total square footage amount of 64,000. This cost reflects an estimated increase of 25% over the FY2006 Public Works invoiced amount of \$2.32 per square foot for these services.

Due to the emergency nature of these demolitions, and the safety hazard that the structures present to the public, the City is awarding this contract to three parties. Each award will utilize the lowest bidder for a particular category of structure as the primary contractor for that structure. However, the City may use either of the other two contractors in the event that the primary contractor is unable to meet the work timelines as requested.

Bid Number and Title		Annual Contract For Demolition Services for Housing and Neighborhood Services #A1190-07-JH			
Contract Period		Upon award through September 30, 2008; with 3, 1 one year options to extend			
Method of Procu	rement .	Competitive Bid (9 bids received)			
Price Trend		This is a new contract. Recommended price reflects an estimated 24% increase.			
Contract Info:	_Form	mal X Annual Support/Maintenance Lease			
Contractor(s):	American S.C. 624 Delgado, San Antonio, Tx. 78207(MSSN), item 1     Structural Reclamation Contractors, LLC 9801 Old Corpus Christi Hwy, San Antonio, Tx 78223 (FSWN), item 2     Hunter Demolition & Wrecking Corp.2101 Zanderson, Jourdanton, Tx. 78026 (MSWN), item 3				
Previous Contr	actor(s): City	of San Antonio Public Works Department			
Anticipated Fut	ure Requirem	ents and Actions: N/A			
Comments: Ala were deleted by		ntal, Inc. dba Alamo 1 withdrew their bid response. In addition, items 4 & 5 t.			
Using Department:	Housing and N	eighborhood Services Department			

For:	Annual Contract For Demolition Se	rvices	American S. C.	Structural	Hunter Demolition &		Friesenhahn	Health Resources	J. R. Ramon & Sons,	KMAC	Silvia & Delas Reyes
A1190-0	M1190-07-JH JH		624 Delgado	Reclamation Contractors, LLC 9801 Old Corpus Christi Hwy	LC	Environmental, Inc. dba Alamo 1 121 Interpark #108	Excavation & Demolition, Inc. 10845 Cassiano Rd.	Enterprise Inc. 9009 N. Loop East. Ste 158		Construction Services, Inc. 14940 Judson Rd.	719 McCauley Ave
Item	Description	Estimated Annual Quantities			Jordanton, TX 78026 210-227-5100		San Antonio, TX 78223	Houston, TX 77029	San Antonio, TX 78226	San Antonio, TX 78233	San Antonio, TX 78221
Í	Residential without Asbestos Price per Square Foot Up to 1,000 square feet Total 1,001 square feet to 3,000 square feet Total Over 3,000 square feet Total Subtotal	22,000 66,000 22,000	\$2.95 \$64,900.00 \$2.90 \$191,400.00 \$2.30 \$50,600.00 \$306,900.00	\$79,640.00 \$3.14 \$207,240.00 \$2.93 \$64,460.00	\$112,200.00 \$4.85 \$320,100.00 \$4.65 \$102,300.00	\$2.75 \$60,500.00 \$2.50 \$165,000.00 \$2.25 \$49,500.00 \$275,000.00	\$68,200.00 \$3.00 \$198,000.00 \$2.90 \$63,800.00	\$154,000.00 \$5.00 \$330,000.00 \$3.00 \$66,000.00	\$75,900,00 \$2,90 \$191,400.00 \$2.75 \$60,500.00	\$110,000.00 \$4,00 \$264,000.00 \$3,00 \$66,000.00	\$115,500.00 \$5.25 \$346,500.00 \$5.25 \$115,500.00
2	Residential with Asbestos Price per Square Foot Up to 1,000 square feet Total 1,001 square feet to 3,000 square feet Total Over 3,000 square feet Total Subtotal	12,000 34,000 12,000	\$5.80 \$69,600.00 \$5.98 \$203,320.00 \$6.50 \$78,000.00 \$350,920.00	\$61,920,00 \$4.81 \$163,540,00 \$4.55 \$54,600,00	\$96,000.00 \$8.00 \$272,000.00 \$8.00 \$96,000.00	\$6.75 \$81,000,00 \$6.50 \$221,000,00 \$6.25 \$75,000,00 \$377,000,00	\$153,000.00 \$13.00 \$442,000.00 \$16.00 \$192,000.00	\$144,000.00 \$9.00 \$306,000.00 \$7.50 \$90,000.00	\$75,000.00 \$5.45 \$185,300.00	\$7.00 \$84,000.00 \$7.80 \$265,200.00 \$8.80 \$105,600.00 \$454,800.00	\$183,000.00 \$15,25 \$518,500.00 \$15.25 \$183,000.00
3	Commercial Structures Up to 1,500 square feet Total Over 1,500 square feet Total Subtotal	26,000 59,000	\$3.15 \$81,900.00 \$2.50 \$147,500.00 \$229,400.00	\$83,720.00 \$2.85		\$3.00 \$78,000.00 \$2.90 \$171,100.00 \$249,100.00	\$78,000.00 \$7.99 \$471,410.00	\$5.00 \$295,000.00	\$6.95 \$180,700.00 \$6.75 \$398,250.00 \$578,950.00	\$5.00 \$130,000.00 \$3.90 \$230,100.00 \$360,100.00	\$206,700.00 \$7.95 \$469,050.00
4	Deleted			8							
5	Deleted										
	Estimated Subtotal for Items 1 - 3		\$887,220.00	\$883,270.00	\$1,217,950.00	\$901,100.00	\$1,666,410.00	\$1,541,000.00	\$1,222,850.00	\$1,254,900.00	\$2,137,750.00
	Estimated Annual Amount	253,000	\$306,900.00	\$280,060.00	\$219,350.00						

Using Department: Library Department

Date 8/30/2007 Agenda Item: 2044

Name/Title (Cap Internet Tutoring					
Help online tutor current library can Central Library. libraries in the A computers by us grades 4-12 in cavailable in Spate	I provide the Sar- ring services. The ard. Students ca Access to the or lamo Area Librar sing a link on the ore academics s nish for math and	Antonio Public and the Alamo Area Library System with Live Homework his live one-on-one tutoring service will be accessible to students who have a naccess tutoring services from computers at all Library branches and the ne-on-one live tutoring service will also be available to the 45 member by System. Students can also access tutoring services remotely from home Library's Website. Tutoring services are 20 minute sessions for students in such as math, science, social studies and English. Tutoring sessions are also discience. Current Texas Public Library Systems using this service include system, Laredo Public Library System and Houston Public Library System.			
Total \$: \$143	3,611 annually				
Bid Number and	Title	Internet Tutoring Service, A984-08-JW			
Contract Period		Upon award through August 31, 2008			
Method of Procu	rement	Sole Source			
Price Trend		Current price trend reflects no increase in cost for internet tutoring service.			
Contract Info:	Forma	al X_AnnualSupport/MaintenanceLease			
Contractor(s):	Tutor.Com, 40 Fulton Stree (MLWN)	et, 9 <sup>th</sup> Floor, New York, NY 10038			
Previous Contr	actor(s): Tutor.C	Com,			
	40 Ful	ton Street, 9th Floor, New York, NY 10038			
	(MLW	N)			
Anticipated Fut	ture Requiremen	nts and Actions: N/A			
Comments: N/A	1				

For: Inte	rnet Tutoring Services for the San Antonio Public Li -JW	brary	Tutor.Com 40 Fulton Street, 9th Floor
Item	Description	QTY	New York, NY 10038 720-984-9156
1	San Antonio Public Library Live One-on-One Homework Help Service.	1 Year	\$143,611.00

Date 8/30/2007 Agenda Item:

2044

Name/Title (Caption as shown on agenda):

Repair & Maintenance Paging & Speaker System at San Antonio International Airport A1219-07-WF

#### Description of Item(s) and Use:

Terminal 1's digital paging system was originally installed in 2003 as a part of the terminal renovation project. The primary components are proprietary and have been maintained by the manufacturer's authorized dealer since installation. This contract is a continuation of the airport's paging system's maintenance. This contract includes some upgrades necessary for the system to properly meet the changing needs of the airport to include pre-recorded messages and announcements, replacement of speakers, electronic components, circuit boards, new paging locations, and the purchase of replacement parts as needed.

Total \$: \$55,	350.00		
Bid Number and Title		Repair & Maintenance Paging & Speaker System at San Antonio International Airport A1219-07-WF	
Contract Period		Upon Award through August 31, 2008; with 3, 1 year options to extend	
Method of Procurement		Integration Agreement (RFO) - Sole Source	
Price Trend		N/A, No Data Available	
Contract Info:	The state of the s	al X Annual X Support/Maintenance Lease	
Contractor(s):	Ford Audio Video, Inc., 2101 East St. Elmo, Suite 130, Austin, TX 78744 (FLWN)		
Previous Contra	actor(s): Ford	Audio Video, Inc., 2101 East St. Elmo, Suite 130, Austin, TX 78744 (FLWN)	
Anticipated Fut	ure Requireme	ents and Actions: N/A	
Comments: N//	Α ,		
Using A	Aviation Depar	tment	

Opened: June 15, 2007 Annual Contract for Repair & N Paging & Speaker System at S International Airport	Ford Audio Video, Inc.		
A1219-07	WF	2101 East St. Elmo, Suite 130	
Description	Quantity	Austin, TX 78744 P: 512-447-1103	
Scheduled Preventative Maintenance			
Quarterly	4	\$850.00	
Annual Estimated Amount		\$3,400.00	
Labor Rate: Regular			
Hourly Rate		\$90.00	
Estimated Hours Required	480	\$43,200.00	
Labor Rate: Overtime			
Hourly Rate		\$135.00	
Estimated Hours Required	50	\$6,750.00	
Parts & Equipment		Vendor Cost + 20%	
Terms		NET 30	
Total Estimated Award		\$55,350.00	

Date 8/30/07 Agenda Item:

2044

Gale Virtual Library Subscripti		
Resource Center, Informe, Op and Virtual Reference Library patrons to access biographica wide range of subjects from cu automobile repair information, and investment information and	San Antonio Public Library (SAPL) with online subscriptions to the <i>Biography oposing Viewpoints, Chilton Library, Legal Forms, Business Resource Center, E-Book</i> databases. These databases are currently used by staff and library al/genealogy information, Spanish language articles from periodicals covering a current events to academic interest, facts and arguments on current topics, legal documents drafted by attorneys and used in law offices, business, career and information on colleges and universities. These databases are full-text essible to in-house and remote users.	
Total \$: \$93,000.00 Annua	ally	
Bid Number and Title	Gale Virtual Library Subscription Services A1235-08-DM	
Contract Period Upon award through June 30, 2010; with 1, 3 year option to extend		
Method of Procurement Sole Source		
Price Trend	Pricing remains the same.	
Contract Info:For	rmal X Annual Support/Maintenance Lease	

Gale Group, 27500 Drake Road, Farmington, MI 48331-3535 (MLWN)

Previous Contractor(s): Gale Group, 27500 Drake Road, Farmington, MI 48331-3535 (MLWN)

Comments: N/A

Contractor(s):

Using Library Department

Anticipated Future Requirements and Actions: N/A

Department:

Opened:	July 20, 2007		
For:	Gale Group  27500 Drake Road  Farmington, MI 48331 800-877-4253		
ltem_			
1	Biography Resource Center Database	1	\$23,179.27
2	Informe Database	ì	\$5,416.20
3	Opposing Viewpoints Resource Center Database	1	\$14,084.0
4	Chilton Library Database	1	\$5,745.0
5	Legal Forms - Texas Database	1	\$19,975.0
6	Business & Company Resource Center Database	1	\$19,536.0
7	Virtual Reference Library E-Book Database	1	\$4,250.00
	Total Estimated Amount		\$92,185.5

Date 8/30/2007 Agenda Item:

Name/Title (Car Millennium Softw		on agenda): ograde for the San Antonio Public Library, A1097-08-JW	
and Item API. Si Millennium circu	P2 is a software lation program.	e: The Millennium software system upgrade consists of two programs – SIP2 protocol that allows the 3M self checkout stations to interface with the The Item API is a software program that allows the simultaneous check out or acced on the self checkout equipment or the circulation pads.	
Total \$: \$13	3,500.00		
Bid Number and		Millennium Software System Upgrade for the San Antonio Public Library, A1097-08-JW	
Contract Period		Upon award through August 30, 2008	
Method of Procurement		Sole Source	
Price Trend		Upgrade & enhancement to existing software	
Contract Info:	Form	nal _x_AnnualSupport/MaintenanceLease	
Contractor(s):	Innovative Into 5850 Shellmo Emeryville, CA (MLWN)	und Way	
Previous Contr	5850	vative Interfaces, Inc. Shellmound Way yville, CA. 94608 VN)	
Anticipated Fu	ture Requirem	ents and Action: N/A	
Comments: N	/A		
Using Department:	Library Departm	nent	

Date:	July 26, 2007			
For:	Millennium Software System Up San Antonio Public Library	Innovative Interfaces, Inc.		
A1097-08	JW	5850 Shellmound Way Emeryville, CA. 94608		
Item	Description	Estimated Quantities	1	
1	Millennium Software System Upgrade - 310J AND 310JA; SELF-CHECK INTERFACE (USING SIP2 PROTOCOL).	1	\$112,000.00	
2	Millennium Software System Upgrade - C 310IB; ITEM STATUS API	1	\$21,500.00	
Total:			\$133,500.00	

Date 8/30/07 Agenda Item:

2044

Name/Title (Caption as shown on agenda): Large Print Books A816-08-DM Description of Item(s) and Use: This contract will provide the San Antonio Public Library (SAPL) and the Alamo Area Library System (AALS) with an estimated 6,000 large print hardcover and paperback books. The AALS is funded by the Texas State Library and Archives Commission (TSLAC) and services 46 member libraries in a 21-county area surrounding San Antonio. This contract includes the procurement of a large selection of specialized 16-point, iet-black typeface books approved by the National Association for the Visually Handicapped which are available only from Thomson Gale/Thorndike Press for all standard order plans. This contract offers a 20% discount on all titles, reinforced binding on hardcover titles, and free shipping on all orders. Total \$: \$150,000,00 Annually Bid Number and Title Large Print Books A816-08-DM Contract Period Upon award through September 30, 2008 Method of Procurement Sole Source Price Trend Current price trend is unavailable - the demand for book titles fluctuates Formal X Annual Support/Maintenance Lease Contract Info: Thomson Gale/Thorndike Press, 295 Kennedy Memorial Drive, Waterville, ME 04901 Contractor(s):

Previous Contractor(s): Thomson Gale/Thorndike Press, 295 Kennedy Memorial Drive, Waterville, ME

04901 (MLWN)

Anticipated Future Requirements and Actions: N/A

Comments: N/A

Using Library Department

(MLWN)

Department:

#### City of San Antonio Bid Tabulation

Opened:	May 1, 2007			
For: A816-08-	Annual Contract for Large Print Books	Thomson Gale/Thorndik Press 295 Kennedy Memorial		
Item	Description	Estimated Annual Quantity	Drive Waterville, ME 04901 800-223-1244	
1	Large Print Books  Percent of Discount Offered  Price List  Price List Number  Shipping	6,000	20% Librarian's Choice Plan L2790 No Charge	
	Total Estimated Amount		\$150,000.0	



CMS or Ordinance Number: OR00000200708300895

TSLGRS File Code: 1000-05

Document Title: ORD - A883 COMMERCIAL DEICER

# Ordinance Date: 8/30/2007

Document Cover Sheet Page 1 of 1



CMS or Ordinance Number: CN4600006306

TSLGRS File Code:1000-25

Document Title: CONT - A883 COMMERCIAL DEICER

# Commencement Date: 9/20/2007 Expiration Date: 12/31/2008



July 18, 2007



City Clerk
City Hall (Commerce Street & Flores Street)
100 Military Plaza, 2<sup>nd</sup> Floor
San Antonio, TX 78205

Re: IFB for Commercial Deicer, No. A883-08

Cryotech Deicing Technology is pleased to respond herein to the subject IFB and is currently the incumbent supplier to the City.

The liquid potassium acetate solution shall be Cryotech CF7® which meets the specifications and general requirements contained in the above mentioned solicitation. CF7 is 50% potassium acetate with less than 1% corrosion inhibitors (active material).

Please see the enclosed documents for our responses to your requirements.

Thank you for the opportunity to work with the City of San Antonio.

Respectfully submitted,

Roxanna J. Huffman Manager, Operations

Enclosures



July 18, 2007

#### CRYOTECH DEICING TECHNOLOGY DISTRIBUTION PLAN Invitation for Bid No. A883-08 – City of San Antonio Due July 20, 2007 by 2:00 P.M. Central Time

Cryotech Deicing Technology is pleased to partner with 25-30 terminals, warehouses, and blending facilities throughout the United States and Canada, detailed on the enclosed distribution map. This distribution network allows for Cryotech to serve customers throughout North America within the delivery time requirements set by our customers. Cryotech and its partners are available around-the-clock, seven days a week including holidays.

#### Cryotech Deicing Technology-Fort Madison, IA

- Cryotech will store approximately 2.0 million gallons of potassium acetate.
- Contacts during regular business hours are Kayla, Abby, Gail, Lisa, Laura, Lacey and Roxanna at 800/346-7237. Contact information for 24/7 after-hours contacts will be readily available upon award to ensure seamless transitions from order placement through receipt.
- Cryotech utilizes a host of common carriers as noted on the enclosed vendor classification list.
- · Cryotech will deliver to San Antonio direct from our Iowa facility.

#### Partners throughout North America

- Cryotech partners currently store more than 500,000 gallons of potassium acetate and can increase annually based on new customer awards.
- Cryotech produces potassium acetate in Cleveland, OH, and Tacoma, WA, and stores bulk potassium acetate in most of our terminal sites including Denver, CO, and Monroe City, MO.
- · All orders are placed direct with Cryotech.
- Our partners utilize their own trucks for fluid deliveries and/or contract with common carriers, on both the national and local levels.



#### CRYOTECH ORDER PROCEDURE

Orders for the following Cryotech products should be placed as shown below.

CUSTOMER NAME: City of San Antonio LOCATION(S): same

#### CRYOTECH PRODUCTS (applicable products checked)

Kilfrost ABC-S Type IV Aircraft Fluid
Kilfrost DF Plus (88) Type I Aircraft Fluid, Dilute and/or Concentrate
E36 Liquid Runway Deicer
Lavatory Antifreeze
NAAC Solid Runway Deicer
x Other CF7 Liquid Commercial Deicer

#### ORDER PROCESS

Normal business hours: 7:30 a.m. to 4:00 p.m., Monday through Friday Account Representative: Kayla Wiegand Email: Kayla.Wiegand@Cryotech.com

- Call Cryotech at 800-346-7237 or 319-372-6012. Cryotech will need to know:
  - a. Product that you are ordering
  - b. Delivery location address
  - c. Requested delivery date and receiving hours
  - Receiving location contact & phone number for delivery confirmation or questions
  - e. Quantity requested
  - f. Requestor name and P.O. number
  - g. Other special delivery or receiving requirements (fittings, hose, etc.)

#### After normal business hours or during holidays: (pagers used Nov. 1 thru March 31st)

- Call Cryotech at 800-346-7237 to reach our after hours voice mail system. You will then have the option to
  "press 1" to reach our answering service who will then page a Cryotech customer service contact. Or, if
  you do not need to place an order, you may leave a voice mail message that will be picked up on the next
  business day. (If you call 319-372-6012 after hours, it is picked up by our answering service direct without
  going into our voice mail system.)
- If after 30 minutes, you have not received a response, call Cryotech's answering service on their line at 866-581-8964. The answering service has additional pager numbers, all employee home phone numbers, and instructions to call until they reach someone.
- Finally, if none of the above options have put you in touch with Cryotech, call Cryotech cellular numbers or select Cryotech employees' home numbers as listed below.

CRYOTECH	CONTACTS	Cellular	Home	Office
After Hours	800-346-7237 or as	below		
Cust. Srvc	Various	319-470-4631	N/A	800-346-7237 or as below
	Roxanna Huffman	319-470-4784 or 515-779-2298	319-372-4398	319-372-6012
	Calean David	515-867-0524	309-221-2929	319-372-6012
Technical	John Moles	515-779-2248	319-372-8526	319-372-6012

Cryotech can also be reached, on a non-emergency basis, by e-mail to deicers@cryotech.com.

NOTE: Schutz style totes (8 minimum) may be picked up when empty by calling 888-724-8389.



ABCFIREX ABC Fire Extinguisher Small Business ACCURATE Accurate Superior Scale Small Business ADELMANX Paul Adelman Trucking, Inc. Small Business	06/16/93 03/23/01 12/16/02 02/13/04 08/18/00
ACCURATE Accurate Superior Scale Small Business ADELMANX Paul Adelman Trucking, Inc. Small Business	03/23/01 12/16/02 02/13/04
ADELMANX Paul Adelman Trucking, Inc. Small Business	12/16/02 02/13/04
	02/13/04
III D Zere Carell Direie se-	
ALLCHEMX All Chem Transport Corp. HUB Zone Small Business Concern	08/18/00
ATECRECY A-TEC Recycling Inc. Woman Owned	
ATLANTIC Atlantic Carriers Brokerage, Inc. Small Business	11/27/95
ATLOMTRA Altom Transport, Inc. Small Business	12/29/05
AUTOMATI Automationdirect.com Small Business	08/01/00
AUTUMNXX Autumn Transport Inc. Small Business	07/24/98
B&L Distributors, Inc. Woman Owned	01/01/98
BALMERTR Balmer Trucking, Inc. Veteran	05/14/98
BENSHINN Shinn Brokerage, Inc. Small Business	12/12/95
BESTPACK Best Packaging, Inc. Woman Owned	03/01/02
BIERIXXX Bieri Trucking, Inc Small Business	11/13/01
BISTATEX Bi-State Packaging Minority	09/19/05
BLDGMATL Building Materials Inc. Small Business	01/01/98
BLROBINS B. L. Robinson Small Business	02/01/01
BOESDORF Boesdorfer Trucking, Inc. Small Business	12/16/05
BORKTRAN Bork Transport of Illinois Small Business	02/08/00
BULKCONN Bulk Connection, Inc. Small Business	01/26/99
BUSHNELL Bushnell's Warehousing & Truck Woman Owned	01/21/99
CAMPBELL Campbell Supply Co. Small Business	10/20/00
CARPENTE Carpenter Liquid Transporters Inc. Small Business	01/15/04
CONLEYRX R. Conley, Inc. Small Business	12/13/04
CONTINEN Continental Safety Equipment Woman Owned	01/14/00
COWANXXX David Cowan & Sons Trucking Small Business	01/18/02
COYOTELS Coyote Logistics Systems Small Business	01/19/07
CRATEXCO Jumbo Sack Corporation Minority	10/08/99
CULLIGAN Vetter's Inc. Small Business	04/13/99
DESMOINE Des Moines Stamp Mfg. Co., Inc Small Business	01/01/98
ELECTRIC Electrical Engineering & Equip Small Business	07/01/99
ELECTRON Electronic Applications Co. Small Business	01/01/98
ENVIROSE Enviroserve Small Business	03/29/05
EQUATION EQUATion Technologies Inc. Small Business	06/12/03
ERLANDSO Dave Erlandson Inc. Small Business	01/19/04
EZCALLCO Conn Communications, Inc. Woman Owned	10/12/95
FIRSTCHO First Choice Logistics, Inc. Small Business	01/17/01
FIRSTCLA First Class Transport, Inc. Small Business	12/09/03
FORTTRAN Fort Transfer Co. Small Business	01/29/99
FRANKBIL Frank Bills Trucking, Inc. Small Business	08/26/98
FRICKSER Frick Services Small Business	12/05/01
GLESSXXX Gless Bros. Inc. Small Business	11/13/95
GOLDSTEI Goldstein-Schwartz Inc. Small Business	01/11/93
GREENHOU Greenhouse & Flower Cottage Small Business	01/01/98
GROENDYK Groendyke Transport, Inc. Veteran	04/14/98
HARMSPAC Harms Pacific Transport, Inc Small Business	12/13/01
HARNETTX L. T. Harnett Trucking, Inc Small Business	01/24/03



HASSELTO	Tom Hassel Transport, Inc.	Small Business
HENIFFXX	Heniff Transportation Systems	Small Business
HILLYARD	Hillyard Farms	Small Business
HOLLAND	Donald Holland Trucking	Small Business
HOLSTENX	Holsten Enterprises L.L.C.	Small Business
HOOPESXX	Hoopes Fertilizer Works, Inc	Small Business
HUFFFARM	Huffman's Farm & Home	Small Business
HUFFMANS	Huffman Welding & Machine, Inc	Small Business
HUMMERRH	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Small Business
INITIALC	Initial Contact	Small Business
JADETRAN	Jade Transport LTD.	Small Business
JARCHEMX	Jarchem Industries Inc.	Small Business
JETGASXX	Primary Oil/Jet Gas	Veteran
JETSTARX	Jet Star, Inc.	Small Business
JMCCOYCO		Small Business
JMSTRANS	JMS Transportation Co., Inc.	Small Business
KATZMANX		Small Business
KEISTERX	Keister's Tire Centers	Small Business
KEMPKERS	Kempker's True Value	Small Business
KNIGHTIN	Keian Bhoja	Minority
KUHNLEXX	Kuhnle Bros. Inc.	Small Business
LANGENBA	Goods From The Woods	Small Business
LBTRANSP	LB Transport, Inc	Small Business
	Liquid Transport Corp	Small Business
LIQUIDXX	Logistics Management Resources, Inc.	Veteran
LOGISTCS		Minority
MACIDOLO	Keian Bhoja	Small Business
MAGIDGLO	Magid Glove & Safety Mfg. Co. McFarland Swan	Small Business
MCFARLAN		Small Business
MCNAYTRU	The state of the s	Small Business
MELVINTR	Melvin Transport	
MILLARDF	Frank Millard & Company, Inc.	Small Business
MILLERLW	L. W. Miller Diversified, Inc	Small Business
NWTANKXX		Small Business
OAKLEYXX	Oakley Trucking Inc.	Small Business
PACFLUID	Pacific Fluids LLC	Small Business
PETERSXX	Peters Chemical Company	Small Business
PFOHLTRK	William Pfohl Trucking Corp.	Small Business
POTTERFG	George C. Potterfield Trucking, Inc.	Small Business
POTTERFI	Ren Potterfield Trucking, Inc.	Small Business
PROGASXX	Progas Service, Inc.	Small Business
PROGRAIL	Progressive Rail Incorporated	Small Business
QUALITYL	Total Quality Logistics	Small Business
RAILSCAL	Rail Scale, Inc.	Small Business
RDCTRUCK		Small Business
RMTTRUCK		Small Business
ROCKYMTN		Small Business
ROYBROS.	Roy Bros., Inc	Veteran
RSSTOVER	R. S. Stover	Small Business
SAVAGEXX	Savage Industries	Minority
SCIENTIF	SMI, Inc.	Small Business

12/30/05 09/11/03



SEELERXX	3 Rivers Terminal	Small Business	12/11/02
SEFLEETX	Southeast Fleet Services	Small Business	02/02/04
SEITHERC	Seither & Cherry Co.	Small Business	01/01/98
STETTXXX	Stett Transportation, Inc	Woman Owned	12/11/01
STUTSMAN	Stutsman Transportation, Inc.	Small Business	05/14/98
SULLYTRX	Sully Transport, Inc.	Small Business	11/20/00
SUPTRUCK	Superior Truck Services, Inc	Small Business	12/18/01
T&BTRUCK	T&B Trucking, Inc.	Small Business	12/04/01
TANTARAX	Tantara Transportation	Veteran	11/24/03
THOMFARM	Thompson Farms Trucking	Small Business	02/08/00
TRANSCHE	TransChem Services, Inc.	Woman Owned	12/09/03
TRANSPOR	Transport Link Co., Inc.	Minority	01/26/99
TRIPLEGENT	TRIPLE G ENTERPRISES, INC.	Small Business	12/31/02
TRIPLEXX	Triple Crown Products Inc.	Small Business	11/22/04
UNITEDSY	United Systems, Inc.	Small Business	01/01/98
VANBOXEL	C. Van Boxell Transportation, Inc.	Small Business	02/10/04
VELVETOP	VelveTop Products	Small Business	12/17/02
WARNERXX	The Warner Graham Company	Woman Owned	12/12/00
WEIGANDX	A.J. Weigand Inc. Chemical Transporters	Small Business	03/08/05
WILLCOXS	Willcoxson Transport, Inc.	Small Business	12/30/97
<b>WMJOHNSO</b>	W. M. Johnson Truck Line Inc.	Small Business	01/27/97
WOODROFF	Woodroffe Sawmill, Inc.	Small Business	09/27/05
WYNNETRA	Wynne Transport Service, Inc.	Small Business	02/11/97
ZACLONXX	Zaclon LLC	Small Business	11/15/00

#### CITY OF SAN ANTONIO PURCHASING DEPARTMENT

Issued By: VF BID NO.: A883-08 Date Issued: July 5, 2007

Page 1 of 15

#### FORMAL INVITATION FOR BIDS ANNUAL CONTRACT FOR COMMERCIAL DEIG

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 JULY 20, 2007.

The City of San Antonio Purchasing 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 Office in the City Hall Annex, 131 W. Nueva, or by calling (210) 207-7260.

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:

It is the policy of the City of San Antonio to involve qualified Small, Minority, Woman-owned, and local business in 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. Roxanna Huffman Firm Name: Cryotech Deicing Technology, a divison Signer's Name: of General Atomics International Services (Please Print or Type) Address: 6103 Orthoway Signature of Person Authorized to Sign Bid City, State, Zip Code: Fort Madison, IA 52627 Email Address: bid-receiving@cryotech.com Telephone No.: (800) 346-7237 or (319) 372-6012 Fax No.: (319) 372-2662 Please complete the following: 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) Partnership X Corporation Sole Proprietorship Other (specify) Tax Identification Number: 33-0270225

FOR CIT	Y	USE	ON	LY
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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 (hereinafter "bidders", "vendors" or "contractors") are required to submit their bids upon the following expressed conditions:

- 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 Public 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 Public 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

- (a) Bids will be prepared in accordance with the following:
- (b) 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 schedule.
- (c) Where there is an error in extension of price, the unit price shall govern. 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.
  - Any bid that is considered for award on an "all or none" basis must include a price quote for all units or line items. In an "All or None" bid, a unit price left blank shall be tabulated as a "zero", and shall be deemed to be offered at no cost to the City.
- (d) Alternate bids may be allowed at the sole discretion of the City.
- (e) Proposed delivery time must be shown and shall include weekends and holidays, unless specified otherwise in this IFB.

COMMERICAL DEICER Page 3 of 15

(f) 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 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.

COMMERICAL DEICER Page 4 of 15

#### 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;
  - 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 "Best Value 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, 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 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 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.

COMMERICAL DEICER Page 5 of 15

#### 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, in accordance with 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.

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(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. 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 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.

#### 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 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.

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#### 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

- 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.

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If required, specific insurance provisions will be included in bid specifications. An original, certified copy of an insurance certificate meeting the requirements set forth in these specifications will be submitted within 10 days upon 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 Administrative 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 Administrative 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.

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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 and Contract Services Department at (210) 207-7260.

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#### SPECIFICATIONS AND GENERAL REQUIREMENTS

**PERIOD OF CONTRACT:** Contract shall be for the period beginning October 1, 2007 and terminating September 30, 2008.

The City of San Antonio reserves the right to extend the contract period for two (2) additional one (1) year periods based on the initial bid submitted, upon mutual consent of City of San Antonio and the contractor.

**SCOPE:** The City of San Antonio is soliciting bids for a vendor to provide commercial deicer in accordance with the specifications listed herein. This item is utilized by the Public Works Department for emergency use on bridges and streets during freezing weather conditions.

#### STANDARD REQUIREMENTS:

- 1. Prospective bidders must prove beyond any doubt to the Purchasing and Contract Services Manager that they are duly qualified, capable, bondable, etc. to fulfill and abide by the specifications herein listed.
- 2. When contractor cannot abide by terms and conditions in fulfilling the contract, contractor must supply service or supplies from other sources at the contract price. If contractor delays in the above, the City reserves the right to purchase on the open market and charge contractor the difference between contract price and the purchase price.
- 3. The Annual Contract shall include the following terms and conditions:
  - a. An Annual Contract purchase order will not be issued for each City agency authorized to place orders against this annual contract. A contract purchase order will be issued per order. Vendor must have the Contract Purchase Order before making any delivery. Payment will be made by the City on a monthly basis.
  - b. All invoices must be submitted in duplicate and show each purchase order number and corresponding City agency. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices or otherwise specified. If prices are based on discounts from list, then list prices, discounts in terms of percentage, and net prices must be shown. If prices are based on list prices basis, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown. In connection with any term discount offered, time will be computed from the first of the month following receipt of supplies or services, or a correct invoice. Payment is deemed to be made on the date of mailing of the check.
  - c. Bidders' facilities and equipment may be a determining factor in making the bid award. All bidders may be subject to inspection of their facilities and equipment.
- 4. Price must remain firm for the duration of the contract period.
- 5. The City reserves the right to extend the term of the contract in 30 day increments, not to exceed 90 days total with written notice to the vendor; provided, that the City shall give the vendor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the City to an extension.
- The quantities shown are estimates only and are in no way binding upon the City of San Antonio. Estimated quantities will be used for the purpose of evaluation. The City may increase or decrease quantities as needed.

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- 7. Prices bid shall be quoted FOB Destination, designated City of San Antonio facility.
- 8. Estimated usage is 15,000 gallons per year.
- 9. THE CITY OF SAN ANTONIO WILL MAKE AWARD TO ONE FIRM ONLY.

#### **COMMERCIAL DEICER SPECIFICATIONS:**

This specification covers a potassium-acetate based deicing/anti-icing fluid in the form of a concentrated liquid, which contains neither chloride, urea, nor glycol.

- · Composition -- 50% minimum potassium acetate plus corrosion inhibitors, by weight
- · Appearance -- Clear, colorless, mobile liquid, free from matter in suspension
- Density -- 1.28 gm/cm3 (10.7 lb/gal) @ 20°C (68°F)
- Viscosity -- 10 cp maximum @ 20°C (68°F) and 20 cp maximum @ 0°C (32°F)
- Flash Point -- Nonflammable
- Freezing Point -- -60°C (-76°F)
- · Miscibility With Water -- Complete
- · Storage -- No special storage required (do not use galvanized materials)
- Typical pH -- 11.0 ±0.5
- Specific Gravity -- 1.25 1.30 at 20°C

#### SPECIAL REQUIREMENTS:

- 1. Vendor shall supply independent third party evidence of the liquid's freezing point.
- 2. Vendor shall provide comprehensive technical information covering at minimum environmental impact, MSDS, handling, storage, and application guidelines.
- Vendor shall provide a complete acute aquatic toxicity test report. The report shall be by an independent party and state compliance with U.S. EPA test methods. The 48-hour LC50 shall not be less than 1000 mg/L for any test species.
- Vendor shall provide a complete report of biochemical oxygen demand (BOD). The report shall be by an
  independent party and state compliance with EPA test methods. The total oxygen demand shall not exceed 0.34
  grams oxygen/gram.
- 5. The liquid shall be stable and shall not separate in storage.
- 6. Vendor shall provide comprehensive, on-site training to the City personnel if requested.
- Vendor shall provide an independent third party test report of compatibility with asphalt concrete pavement materials, including bitumen softening and asphalt concrete adhesion strength before and after immersion.
- 8. Container size shall be in a 265 Gallon Tote or 55 gallon drum.

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#### PRICE SCHEDULE

ITE	EM I: COMMERCIAL DEICER
A.	Manufacturer/Brand Name of Deicing Product: Cryotech CF7®
	Size of Container: 265 gallon totes
В.	Price per Gallon for truckload order: \$ 5.40/gallon (price based on full truckload at 15 265 gallon totes).
	Number of containers per truckload order: 15 265 gallon totes
	Delivery will be made within 72–120 hours after receipt of order
C.	Price per Gallon for less than truckload order: \$ 6.81/gallon
	Number of containers per less than truckload order: 1-14 265 gallon totes
	Delivery will be made within 72–120 hours after receipt of order

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#### 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 <a href="www.ethics.state.tx.us">www.ethics.state.tx.us</a> <a href="http://www.ethics.state.tx.us">http://www.ethics.state.tx.us</a>. 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."

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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: "ANNUAL CONTRACT FOR COMMERCIAL DEICER"

BIDS TO BE OPENED: 2:00 P.M., JULY 20, 2007

BID NO. A883-08-VF

REMARKS:

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#### City of San Antonio Purchasing and Contract Services

#### Formal Tabulations and Awards by Solicitation Number

The <u>Purchasing Department</u> 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 Department 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 Department does not notify bidders as to the outcome of bids. If you are awarded a contract, the Purchasing Department 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 Department, and may be obtained by viewing the City's eagenda, or requesting them from the City Clerk's office, once the item has been posted on the agenda.



CMS or Ordinance Number: OR00000200708300895

TSLGRS File Code: 1000-05

Document Title: ORD - A834 PROPANE REFUELING SYSTEM MAINT.

# Ordinance Date: 8/30/2007



CMS or Ordinance Number: CN4600006216

TSLGRS File Code:1000-25

Document Title: CONT - A834 PROPANE REFUELING SYSTEM MAINT.

# Commencement Date: 10/1/2007 Expiration Date: 10/31/2008

#### CITY OF SAN ANTONIO PURCHASING & CONTRACT SERVICES DEPARTMENT

Issued By: DG

Date Issued: July 12, 2007

BID NO.: A834-08 DG

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### FORMAL INVITATION FOR BIDS ANNUAL CONTRACT FOR PROPANE REFUELING SYSTEM MAINTENANCE & REPAIR

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 JULY 30, 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 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:

Specifications and General Requirements

CITY OF SAN ANTONIO

Price Schedule

Invitation for Bids

Approved:

Terms and Conditions of Invitation for Bids

Items Accepted: O	rdinance No:	Date:	Amount:
FOR CITY USE ONLY	AWARD		
Prompt Payment Discount:%  Please check the following blanks which apply Ownership of firm (51% or more):Non-minorityHispanicAfricFemale OwnedHandicapped Owned Indicate Status:PartnershipCorporat Tax Identification Number:47-0881451	ran-AmericanOthe Small Business (less that tionSole Proprieto	er Minority (specify) _nan \$1 million annual r	receipts or 100 employees)
Please complete the following:		03-699-603	
Email Address: pss@propanespecial	y, Com Telephone No	.: 830-424-370	12
Signature of Person Authorized to Sign Bid	City, State, Zi	ip Code: Leesvill	e, Tx 78122
Signer's Name: Velma Montal (Please Print or Type)  The manual of the second se	Address: PC		ty Services LLC
The undersigned, by his/her signature, represe Specifications and General Requirements for t Bidder has read the entire document and agree	the amount(s) shown on t ed to the terms therein.	zed to bind the Bidder the accompanying bid	to fully comply with the sheet(s). By signing below,

#### SPECIAL CONDITIONS:

Emergency Service - Emergency service, including overtime service, shall be included under this contract.
 Emergency service may be required at any time to restore the system to proper operation. All emergency
 calls will require a maximum response time of four (4) hours after notification. Service shall be available
 on a 24-hour a day, 7 days per week basis. The contractor shall provide a 24-hour pager/phone number, so
 that immediate and continuous contact with the contractor can be maintained.

Provide 24 Hour Pager/Phone Number: 830 - 424 - 3702
361 - 877 - 8332

Note: A City of San Antonio authorized department representative will decide if the repair is an emergency.

- Routine Service Service of this nature may be required on the same day in order to maintain the system.
   In the event the vendor is unable to supply the service within 2 days, the vendor must supply services from other sources at contract price.
- 3. Repair Parts Parts used in this contract will be UL (Underwriters Laboratories) approved for use with liquefied propane gas. Any parts which are installed but not approved for use with liquefied propane gas, will be replaced at the cost of the contractor. Any damages resulting in the use of the non-approved parts will be repaired at no cost to the City of San Antonio.
- 4. Equipment Warranty\_- New equipment must be warranted by the manufacturer for a minimum of one year, parts and service included. Rebuilt and overhauled equipment shall be warranted by the contractor for a minimum of 90 days to include parts and service.
- 5. Experience Vendor must have three years experience in the field of service stations installations and repairs. The successful bidder must maintain a license by the Railroad Commission of Texas (RCT) in category D or E throughout the contract period. Failure to maintain a license in the appropriate categories will result in termination of contract. A copy of the Certificate of License shall be submitted with bid for all employees participating in the major repairs of the City's propane fueling systems. The City of San Antonio may request copies of the contractor's and their employees Certificate of License issued by the RCT.
- 6. Quarterly Preventive Maintenance: Preventive maintenance shall be performed once every three months, minimum. Items A through K of this paragraph represent the duties which are to be performed, as a minimum, for each preventive maintenance. Repairs performed during preventive maintenance will be in accordance with the labor and parts provision of this contract.

#### PRICE SCHEDULE

#### I. CLEAN FUEL TECHNOLOGY/TOUCHSTAR DISPENSER ASSEMBLY PARTS

A. Percent of discount offered	₩ %
B. Product identification (mfr.)	Propage Specialty Services
C. Type price schedule (dealer, jobber, etc.)	Retail
D. Price schedule number	NIA
E. Date of price schedule	7/26/07
<ul> <li>F. Price schedule column on which discount is based a. (i.e., distributor, net, wholesale)</li> </ul>	NIA
a. (i.e., distributor, net, wholesale)	19/14

G. Specified Items

	Part Description	Part No.	Est. Qty.	Mfr.	Mfr. of Part Offered	Mfr. Part No. Offered	Net Price
1.	GasGuard Nozzle	L.G.1E	6	L.G. Equipment	LGEquip	LG1E	\$ 440.50
2.	Seal Repair Kit	LG3	12	L.G. Equipment	LGEQUIP	163	\$ 45.00
3.	Hose, Delivery 11"	7232	11	Dayco	Dayco	EIGLP-245	\$ 105.00
4.	Solenoid Valve	Series 24	6	Parker/Gold	Parker/Gold	PGR-24	\$ 300.00
5.	Breakaway Valve	A2141AB	6	RegO	Rego	A2141A8	\$ 205 00

#### II. GAS EQUIPMENT COMPANY PROPANE TANK SYSTEM PARTS

A. Percent of discount offered	⊕ %
B. Product identification (mfr.)	Propage Specialty Sies
C. Type price schedule (dealer, jobber, etc.)	Retail
D. Price schedule number	NIA
E. Date of price schedule	7126107
<ul> <li>F. Price schedule column on which discount is based</li> <li>a. (i.e., distributor, net, wholesale)</li> </ul>	NIA
G. Specified Items	

	Part Description	Part No.	Est. Qty	Mfr.	Mfr. of Part Offered	Mfr. Part No. Offered		Net Price
1.	Strainer	L087185	6	Liqua-Tech	Liquaters	LT-L087185	\$_	38,00
2.	Flex Connectors	FH200X24	12	GEC	Meeder	55 F200 x18	\$_	101.50
3.	Flex Connectors	FH112X24	12	GEC	Meeder	SSFH112 x24	\$_	127.00
4.	Bypass Valves	BV1-1/2	6	Blackmer	Blackmer	BV-112	\$	402.00
5.	Emergency Shutoff Valve	N550-16	3	Snappy Joe	Fisher	F15-N550-16	\$_	1800,00

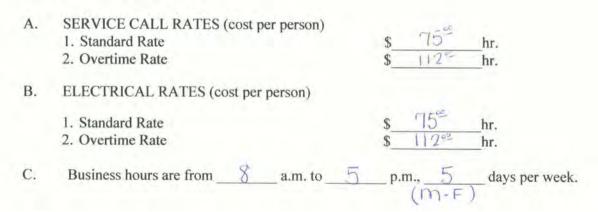
III. PIPING, APPROVED FOR	PROPANE FUEL-UNDERGROUN	D PIPING MUST INCLUDE
CATHODIC PROTECTION		

1 1/2" Schedule 80 (Est. 50 ft.)	(2.00 per ft.
1 1/2" Schedule 80 w/Cathodic Protection (Est. 300 ft.)	14.50 per ft.
2" Schedule 80 (Est. 50 ft.)	12.00 per ft.
2" Schedule 80, w/Cathodic Protection (Est. 300 ft.)	per ft.
Electrical Conduit, Non corrosive (Est. 150 ft.)	1.50 per ft.

#### IV. QUARTERLY PREVENTIVE MAINTENANCE (All travel and labor will be included in price.)

Southeast Service Center 7402 S. New Braunfels	s_ 975°°	Cost/Quarter
Zarzamora Service Center 4719 S. Zarzamora	<b>\$</b> 975°°	Cost/Quarter
Northwest Service Center 7000 Culebra Rd.	\$ 975°°	Cost/Quarter
Northeast Service Center 10303 Tool Yard	\$ 97500	Cost/Quarter

#### V. LABOR AND SERVICE



3:49 PM 07/26/07

Item	Description	Price
E-REPAIR	EMERGENCY REPAIR SERVICE, HOURLY RATE	112.50
ELEC	ELECTRICAL SERVICES	75.00
ENG	ENGINEERING SERVICES	0.00
LABOR	LABOR, PER HOUR	75.00
METER	PROOF METER	250.00
QRTLY	QUARTERLY MAINTENANCE SERVICE	975.00
SBP	SANDBLAST, PRIME, AND PAINT	0.00
SUBS		0.00
SUBS:CONCRETE	CONCRETE WORK	0.00
SUBS:CRANE	CRANE SERVICES, PER HR., 3 HR. MIN. DOES NOT INCLUDE FUEL SUR	350.00
SUBS:SB-1000	SANDBLAST, PRIME AND PAINT 1000 W.G. TANK	1,232.50
SUBS:SB-18000	SANDBLASTING, PRIME, PAINT 18000 W.G. PROPANE TANK	4,125.00
SUBS:WELDING	WELDING SERVICES, PER HOUR W/ HELPER	105.00
SVC CALL	SERVICE CALL.	0.00
UPGRADE	UPGRADE OF FACILITY TO BRING FACILITY IN COMPLIANCE WITH TEX	0.00
+*-		12.55.5
	1 X 18" STAINLESS STEEL FLEX HOSE	69.00
A-34SWIV	3/4 SWIVEL NUT X 3/4 MALE	0.00
A-62-PL-4	POLY OTHER AND ADDRESS OF THE ADDRES	0.00
A-7560-55	BOLT STUD & NUT ASSY MULTIPORTS FLNG (8 REQ)	17.80
A-7565-48	4" MULTIPORT GASKET	49.50
A-W169-PL-4-4		0.00
A-W169PL-4-2		0.00
A2141A6	3/4" PULL AWAY VALVE	205.00
A2141A8	1" PULL AWAY VALVE	205.00
A2805C	COMBINATION VALVE	149.00
A3213TL	THERMAL LATCH	0.00
A7509BP	1 1/4" GALOBE VALVE	0.00
A7513AP	2" GLOBE VALVE	343.75
A7517AP	3" GLOBE VALVE	990.43
A7560-55	BOLT STUD & NUT ASSBY MULTIPORS FLNG (8REQ)	28.35
A8564G	3" MULTIPORT RELIEF VALVE	6,787.50
A8574G	4" MULTIPORT MAINIFOLD W/ (4) 3149MG RV/250 PSI	6,280.20
A9095RSX	1" ROTORGAUGE W/ DIAL AND DIPTUBE	367.15
AAR-114-3M	1 1/4" UNION	28.09
AAR-200-3M	2" UNION	34.46
AAR-300-3M	3" UNION	82.09
AE-120	DIRECT FIRE LPG VAPORIZER, 120 GALLON/HR	4,496.88
AE-50	DIRECT FIRE LPG VAPROIZER, 50 GALLON/HR	0.00
AE-80	DIRECT FIRE LPG VAPROIZER, 80 GALLONS/HR	0.00
ANC-1	LOCKING CAP #1	6.20
B-5HP	BLACKMER 5 HP MOTOR	2,550.01
BAL-M7047T	MOTOR, 7.5 HP-3PH-1725-XP	1,881.00
BAL-M7054T	MOTOR, 15HP-3PH-1725-XP	1,996.00
BH-10CV2	2" X 1 1'4" 2 HOLE VERTICAL BULKHEAD	705.50
BH-10CV2-CPLG	3" X 3" 2 HOLE COUPLINGS/LOADING ARM	672.88
BH-3X2	3 X 2 BULKHEAD	826.00
BH-PLUM-KIT	BULKHEAD PLUMBING KIT	0.00
BLM-898976	REPAIR KIT LGL 1.25/1.5	956.86
BLM-MECH SEAL	BLACKMER PUMP MECHANICAL SEAL	170.00
Secretaria de la Companya de la Comp	entransia de la compania del compania del compania de la compania del la compania de la compania della compania	1,0.00

Item	Description	Price
BU-300	3" X 2" HEX BUSHING	70.00
BU112X114-3M	1 1/2" NPT X 1 1/4" NPT STEEL BUSHING	8.72
BU121X100-3M	20/12" X 1" HEX BUSHING	38.05
BU200X100-3M	2" HEX BUSHING	36.00
BU200X114-3M	2" X 1 1/4" HEX BUSHING	16.47
BU212X100-3M	20 1/2 " HEX BUSHING	0.00
BU300X200-3M	3" X 2" STEEL BUSHING	45.58
BV-100-48	3" BRASS BALL VALVE 450 WOG FP, UL, CSA (RUB)	203.00
BV-112	BYPASS VALVE	522.00
BV-114-115	1 1/4" BLACKMER BYPASS VALVE	400.00
BV-200-115	2" BLACKMER BYPASS VALVE	778.00
C-100	1" COUPLING	5.00
C-114	1 1/4" FULL COUPLING	9.50
C-200	2" FULL COUPLING	16.00
C-34	3/4" COUPLING	4.50
C-ISLAND	DISPENSER CONCRETE ISLAND-10'X4' BOLLARDS	0.00
C-P-18000	CONCRETE PIERS FOR 18000 W.G. TANK	
C-P-30000	CONCRETE PIERS FOR 30000 W.G. TANK	0.00
		0.00
C5769N	PLUG WITH CHAIN & RING 3-1/4 (CAN SUB FOR 3195)	56.00
C6342-11-130	MAGNETEL LIQUID LEVEL GAUGE	1,530.50
C6360-11-109	MAGNETEL LIQUID LEVEL GAUGE (109" DIAMETER)	1,545.00
CAT-1063	LIQUID GAUGE, 0-400, BACK	75.00
CAT-1063-L	LIQUID GAUGE, 0-400-LOWER	76.00
CAT-J700-4	THERMOMETER, 4" STEM	72.50
CB361CU	COMPRESSOR WITH 10 HP 3 PHASE MOTOR	0.00
CFT- TRIPOD	TRIPOD ASSEMBLY	1,355.00
CFT-000-1600-004	MAIN CPU BOARD	0.00
CFT-000-2600-002	SALES DISPLAY	0.00
CFT-000-5600-001	POWER SUPPLY DUAL OUTPUT 5V/12V	0.00
CFT-000-6100-026	BRACKET, DISPLAY AND COMPLYTER BOARD	0.00
CFT-000-6100-027	BRACKET, COVER DISPLAY COMPUTER	0.00
CFT-000-6600-001	CABLE DISPLAY CAT 5	0.00
CFT-000-6600-003	CABLE, INTERNAL POWER SUPPLY	0.00
CFT-1012A561	SOLID STATE TIMER ON DELAY	0.00
CFT-1116008	CAM LOCK ASSEMBLY, 1 1/8" CAM, CH 751 KEY	0.00
CFT-6100	LOW PROFILE SINGLE HOSE DISPENSER	9,100.00
CFT-6105	CFT DISPENSER	10,000.00
CFT-6110	LOW PROFILE, MOTOR FUEL/ CYLINDER FILL COMBINATION	11,950.00
CFT-6200	LOW PROFILE, DUAL HOSE, COMMERCIAL LPG DISPENSER	17,488.00
CFT-7100	HIGH PROFILE SINGLE HOSE DISPENSER	11,991.00
CFT-7200	HIGH PROFILE, DUAL HOSE, RETAIL LPG DISPENSER	18,916.00
CFT-8100	FLAG PROFILE, SINGLE HOSE, EURO-STYLE LPG DISPENSER	12,313.00
CFT-8200	FLAG PROFILE, DUAL HOSE EURO-STYLE DISPENSER	15,989.50
CFT-ICE	ICE CUBE RELAY	32.00
CG-20	CHANGE GEAR #20	0.00
CG-21	CHANGE GEAR #21	0.00
CRK-1063-L	PRESSURE GAUGE LIQUID BOTTOM	34.50
CRK-1449	PRESSURE GAUGE ADAPTER	33.00
CRK-291-107	COMPRESSOR AND BASE ASSEMBLY	0.00
ONN-291-107	OUNT REGOON AND BAGE AGGENIBET	0.00

Item	Description	Price
CRK-491-107	COMPRESSOR & BASE ASSEMBLY	0.00
CRK-691-107	COMPRESSOR & BASE ASSEMBLY	0.00
CRK-B166-34	3/4" BY-PASS VALVE	425.72
CY6342-11-130	MAGNETEL GAUGE FOR 130" DIA TANK W/ 2" NPT OPENING. ADAPTER	1,530.00
D-200SS	3 PIECE STAINLESS STEEL BALL VALVE 2"	225.00
DE-100	1" DI-ELECTRIC UNION	84.00
DE-112	1 1/2" DI-ELECTRIC UNION	118.50
DE-114	1 1/4" DI-ELECTRIC UNION	106.50
DE-200	2" DI-ELECTRIC UNION	156.00
DE-34	DIELECTRIC UNION	67.14
E121-257SLR40	RIGHT HAND SCH. 40 LOADING ARM	3.267.50
E121-258SLL40	LEFT HAND SCH. 40 LOADING ARM	3.267.50
E16LP-2X15	DAYCO 1" LP GAS HOSE ASSMY X 15 FEET	105.00
E20LP2X15FT	CONVENTIONAL 1 1'4" HOSE ASSEMBLY	280.00
E32LP2X10FT	CONVENTIONAL 2" HOSE ASSEMBLY	547.82
E32LP3X15FT	CONVENTIONAL 2' HOSE ASSEMBLY	618.69
E32LP3X18	CONVENTIONAL HOSE PASSABLY 3" X 18FT	375.00
ESV-PD	ESV AIR CYLINDER(REPLACES P-327A)	150.00
FC-112-3M	1 1/2" 3000 SW COUPLING	5.50
FC-114-3M	1 1/4" FULL COUPLING	8.36
A 702 64 701	2" FULL COUPLING	
FC-200-3M	3" FULL COUPLING	14.89
FC-300		60.40
FC-300-3M	3" FULL COUPLING	67.66
FIS-C407-10-05	FISHER 1/4" INTERNAL VALVE	445.00
FIS-C421-16-25	INTERNAL VALVE	1,185.43
FIS-C421-24-25	INTERNAL VALVE	1,483.00
FIS-C421-24-40	INTERNAL VALVE	1,443.56
FIS-C427-16-25	INTERNAL VALVE	943.38
FIS-C427-24-25	INTERNAL VALVE	1,073.24
FIS-C427-24-40	INTERNAL VALVE	947.25
FIS-H124	RELIEF VALVE 1/4	18.68
FIS-H282-250	RELIEF VALVE	453.48
FIS-N550-16	2" ESV VALVE	1,156.00
FIS-N550-24	3" ESV VALVE	1,472.25
FIS-P326-6	CYLINDER ACTUATOR C402 C421	422.82
FIS-P327C	AIR OPERATOR N550 OPEN & CLOSED	416.00
FIS-P327D	PNEUMATIC RELEASE KIT	194.00
FLAM	4" FLAMMABLE DECAL	5.00
G-200HXP	2" HEX PLUG	9.49
G-3448HOSE	4' 3/4" LPG HOSE-PARKER	60.00
G-34HOSE	15' 3/4" HOSE WITH ENDS	145.00
G-5765F	1 3/4" ACME X 1 1/4" NPT ADAPTER	13.53
G-597FC	REGULATOR	36.00
G-7534-20	PIPEAWAY ADAPTER FOR RELIEF VALVE	93.30
G3195	2" NPT X 3 1/4" ACME ADAPTER	112.43
GA-5331	2 1/2 X MASTER ADAPTER	164.00
GRI-210-3X2	STEEL HEX BUSHING	38.00
INSERT	2 X 3/4 3000 SW INSERT A105	11.00
INSRT-112-34	1 1/2" X 3/4" 300 SW INSERT	7.90
INON 1-112-34	THE A SIM SOU SAN INSERT	7.90

Item	Description	Price
INSRT-114X34	1 1/4 X 3/4 3000 SW RED INSERT	8.00
INSRT-200X100	2 X 1 3000 SW INSERT	11.68
INSRT-200X114	2 X 1 1/4 3000 SW RED INSERTS	13.00
INSRT-200X34	2 X 3/4 3000 SW INSERT A105	11.00
J-1008AL-300	0-300 PSI LIQUID FILL PRESSURE GAUGE 1/4" BRASS BOTTOME CONN	41.00
J-1008AL-400	0-400 LIQUID FILL PRESSURE GAUGE 1/4" BRASS BOTTOM CONNECTI	45.00
J-1448	0-100 PSIG PRESSURE GAUGE - 2" DIAL 1/4" BOTTOM MOUNT	24.57
J-1458	0-300 PRESSURE GAUGE 2" DIAL 1/4" BOTTOM MOUNT	32.00
J-T100-034	JOMAR 3/4" BALL VALVE	18.00
J-T100-100	JOMAR 1" BALL VALVE	23.70
J-T100-114	JOMAR 1 1/4" BALL VALVE	39.40
J-T100-200	JOMAR 2" BALL VALVE	59.36
JOM-100-708	BRASS BALL VALVE 2"	63.00
JOM-100-700	BALL VALVE, 3" BRASS FULL PORT	260.00
JOM-500-306	BALL VALVE, 1-1/4", SS,W/LOCK	134.75
JOM-500-308	BALL VALVE, 2" SS, W/LOCK	235.00
L3-32LP3X10FT	SMARTHOSE 2'X10', LIFELINE 3	918.91
L3-32LP3X15	2" MNPT LIFELINE 3 LPG SMARTHOSE X 15 FT	995.00
L3-32LP3X15FT	SMARTHOSE 2" X 10", LIFELINE 3	1,065.56
L3-32LP3X19FT	SMARTHOSE 3" X 19", LIFELINE 3	1,010.33
LC-G2146	LC GEAR PLATE	224.00
LG-10	GAS GUARD SAFETY NOZZLE, HIGH FLOW, TRUCK, W/O STRAINER	988.50
LG1DN	GAS GUARD SAFETY NOZZLE, W/O STRAINER, DUAL HOSE PIECE	669.00
LG1E	GAS GUARD NOZZLE W/O STRAINER	540.50
LG20	GAS GUARD SAFETY NOZZLE, EXTENDED HOSE, W/O STRAINER	680.00
LG3	LG EQUIPMENT SEAL REPAIR KIT	45.00
LG30	GAS GUARD SAFETY NOZZLE, DUTCH BAYONETY,W/ STRAINER	559.50
LG50	GAS GUARD SAFETY NOZZLE, BREVETTI COUPLING, W/O STRAINER	489.00
LGL-112	1 1/2" BLACKMER PUMP.	1,474.50
LGL114DM	1 1/4" BLACKMER PUMP W/ 2 HP SINGLE PHASE MOTOR	2,750.00
LGLD2E	2" BLACKMER PUMP W/ BELT & 5 HP SINGLE PHASE MOTOR	5,250.00
LGLD3E	3" BLACKMER PUMP W/ V BELT & 7.5 HP SINGLE PHASE MOTOR	6,550.00
LJ-11225	1-1/8" HALF COUPLING LOVEJOY	16.25
LJ-875	LOVEJOY HALF COUPLING	16.25
LJ-SPIDER	SPIDER FOR LOVEJOY COUPLING	17.00
LT-L087185	LIQUA-TECH STRAINER	38.00
MA-4-CX-10	LC METER WITHOUT TEMPERATURE COMPENSATION	5,600.00
MA-4-CY-10	LC METER WITH TEMPERATURE COMPENSATION	8,210.00
MA-4-GX-10	LC METER WITHOUT TEMPERATURE COMPENSAITON WITH PRINTER	0.00
MA-4GY-10	LC METER WITH TEMPERATURE COMPENSATION AND PRINTER	0.00
MA-5-CY-10	LC METER WITH TEMPERATURE COMPENSATION	7,415.00
MA-5-GX-10	LC METER WITHOUT TEMPERATURE COMPENSATION WITH PRINTER	7,055.00
	LC METER WITH TEMPERATURE COMPENSATION AND PRINTER	
MA-5-GY-10	LIQUID CONTROL METER WITHOUT TEMPERATURE COMPENSATION	6,992.48
MA-5CX-10	LC METER WITHOUT TEMPERATURE COMPENSATION	5,600.00
MA-7-CX-10		5,675.00
MA-7-CY-10	LC METER WITH TEMPERATURE COMPENSATION	0.00
MA-7-GX-10	LC METER WITHOUT TEMPERATURE COMPENSATION WITH PRINTER	8,470.00
MA-7-GY-10	LC METER WITH TEMPERATURE COMPENSATION AND PRINTER	9,406.50
MA-D-CX-10	LC METER WITHOUT TEMPERATURE COMPENSATION	0.00

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Item	Description	Price
MA7PRGATC	MA-7 WITH PRINTING REGISTER AND ATC	4,494.00
MC-GASKET	MEASURING CHAMBER GASKET	11.25
ME-656S	3" DUCTILE IRON STRAINER	400.00
ME-J415	LIQUID LEVEL GAUGE	107.00
N-114X10	1 1/4" X 10" NIPPLE	9.05
N-114X12	1 1/4" X 12" NIPPLE	10.53
N-114X3	1 1/4" X 3 NIPPLE	3.25
N-114X4	1 1/4" X 4" NIPPLE	4.00
N-114X5	1 1/4" X 5" NIPPLE	4.00
N-114X6	1 14" X 6" NIPPLE	5.60
N-114X8	1 1/4" X 8" NIPPLE	8.10
N-114XC	1 1/4" CLOSE NIPPLE	2.95
N-1X1	1" X 1" NIPPLE	3.50
N-1X10	1" X 10" NIPPLE	12.10
N-1X12	1" X 12" NIPPLE	14.65
N-1X2	1" X 2" NIPPLE	3.80
N-1X3	1" X 3" NIPPLE	3.45
N-1X4	1" X 4" NIPPLE	3.45
N-1X5	1" X 5" NIPPLE	4.10
N-1X6	1" X 6" NIPPLE	4.45
N-1X7	1" X 7" NIPPLE	6.00
N-1X8	1" X 8" NIPPLE	8.10
N-200X10	2 X 10 XH NIPPLE TUBE	18.56
N-200X12	2" X 12" NIPPLE	18.61
N-200X13	2" X 13" NIPPLE	50.80
N-200X3	2" X 3" NIPPLE	4.40
N-200X350	2 X 3.5 XH NIPPLE TBE	5.78
N-200X450	2 X 4 1/2 XH NIPPLE TBE	7.00
N-200X5	2 X 5 XH NIPPLE TBE	8.16
N-200X550	2 X 5 1/2 XH NIPPLE TBE	8.80
N-200XC	2" CLOSE NIPPLE	4.21
N-300X10	3" X 10" NIPPLE	33.00
N-300X12	3" X 12" NIPPLE	
N-300X3	3 X 3 NIPPLE TUBE, XH	36.37 18.30
N-300X4	3" X 4" NIPPLE	18.00
N-300X5	3 X 5 XH NIPPLE	
N-300X6	3" X 6" NIPPLE	36.00 23.50
N-300X8	3" X 8" NIPPLE	
N-34X1	3/4" X 1" NIPPLE	32.00
N-34X10	3/4 X 10 XH SMLS NIPPLE TUBE	1.50
N-34X12	3/4" X 12" NIPPLE	6.50
N-34X2	3/4" X 2 NIPPLE	7.50
N-34X3	3/4" X 2" NIPPLE	1.60
N-34X4	3/4" X 4' NIPPLE	2.10
N-34X5	3/4" X 5" NIPPLE	2.60
N-34X6	3/4" X 6" NIPPLE	3.20
N-34X8	3/4" X 8" NIPPLE	3.50
N-600	6" NIPPLE	5.50
N-GT-100		5.15
N-G1-100	1" Gear Train, Neptune Meter	450.50

Item	Description	Price
N-MC-100	1" Type 4D Measuring Chamber	600.00
N-MC112	MEASURING CHAMBER 1 1/2" NEPTUNE	905.00
N-MC114	1/14" MEASURING CHAMBER	905.50
N-STRAINER	STRAINER/O-RING ASSEMBLY	130.50
P- 200CAP	2" 3000 SW CAP	13.50
P-034	3/4" PLUG	2.50
P-034THRD-90	3/4 2000 THRD 90 ELL	4.00
P-034THRD-TEE	3/4" 200 THRD TEE	5.80
P-100	1" PLUG	2.25
P-100ELL	1" 90 DEGREE ELBOW	5.00
P-112-2M-THRDELL	1 1/2 2000 THRD 90 ELL	11.75
P-112-45ELL	1 1/2" 3000 SW 45 ELBOW	14.00
P-112-80	1 1/2" SCHEDULE 80 PIPING	14.45
P-112-90ELL	1/2" 3000 SW 90 ELBOW	
P-112C	1 182" 3000 SW COUPLING	12.00
P-112CAP	1/2" 3000 SW CAP	7.50
P-112T	1/2" 3000 SW TEE	8.90
P-112WFLANGE	1 1/2" WELDED FLANGE	17.05
P-112X1RC		0.00
	1/2" X 1" 3000 REDUCING COUPLING	15.00
P-112X34RC	1/2" X 3/4" REDUCING COUPLING	19.25
P-114	1-1/4" PLUG	4.00
P-114-2M-90	1 1/4" 90 DEGREE ELBOW 2000#	12.23
P-114-45ELL	1 1/4" 3000 SW 45 ELBOW	11.50
P-114-80	1 1/4" SCHEDULE 80 PIPING	12.00
P-114-90ELL	1 1/4" 3000 SW 90 ELBOW	10.30
P-114-TEE	1/4 3000 SW TEE	10.25
P-114C	1 1/4" 3000 SW COUPLING	6.00
P-114CAP	1/4 3000 SW CAP	6.00
P-114ELL	1 1/4" ELBOW	15.00
P-114THRD-45	1 1/4 3000# THRD 45 ELBOW	12.03
P-200-150SF	2" SCREWED 4 HOLE FLANGE VALVE, 150 PSI	18.00
P-200-2M-90	2" 90 DEGREE ELBOW 2000#	24.08
P-200-300SF	2" SCREWED 8 HOLE FLANGE VALVE, 300 PSI	22.00
P-200-45ELL	2" 3000 SW 45 ELBOW	22.47
P-200-80	2" SCHEDULE 80 PIPING	12.00
P-200-90ELL	2" 3000 SW 90 ELBOW	26.00
P-200C	2" 3000 SW COUPLING	14.00
P-200CFLAN	2" CARBON STEEL FLANGE VALVE, 300 PSI	400.00
P-200CSFLA150	2" CARBON STEEL FLANGE VALVE, 150 PSI	370.00
P-200SFLAN	2" SCREWED FLANGE	26.00
P-200T	2" 3000 SW TEE	32.00
P-200THRD-45	2" 2000 THRD 45 ELBOW	77777
P-200THRD-ELL	2" 2000 THRD 90 ELL	20.70
P-200WFLAN	2" WELDED FLANGE	24.25
P-300-2M-90		24.00
P-300-45ELL	3" 90 DEGREE ELBOW 2000#	106.22
	3" SCH 80 WELDED 45 ELBOW	18.50
P-300-80	3" SCHEDULE 80 PIPING	20.40
P-300-90	3" SCH 80 WELDED 90 ELBOW	16.25
P-300-WFLAN	3" SCH 80 WELDED FLANGE 300 PSI	30.00



### Propane Specialty Services, L.L.C. Item Price List

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Item	Description	Price	
P-300SFLAN	3" SCREWED FLANGE 300 PSI	40.00	
P-300TRD-90	3" 2000 THRD 90 ELL	90.00	
P-389	FISHER ACTUATOR FOR 1/4" INTERNAL VALVE	124.00	
P-400-WFLAN	4" WELDED FLANGE	42.00	
P-400S-FLAN	4" SCREWED FLANGE	56.00	
PGR-24	PARKER GOLD RING SERIES 24 SOLENDOID VALVE	300.00	
PKG-BULKHEAD	VERTICLE 2-HOLE BULKHEAD PACKAGE	3,000.00	
PKG-PLDISP	DISPENSER PLUMBING PACKAGE	1,000.00	
PKG-PLFIELD	FIELD PLUMBING PER FOOT	37.50	
PKG-PLPUMP	PUMP PLUMBING PACKAGE	1,000.00	
PKG-VALVE	TANK VALVE PACKAGE	4,800.00	
PL-631-54	ORIFICED FITTING/REGULATED GAS SUPPLY	5.20	
PNU-VALVE	PNEUMATIC VALVE PACKAGE	700.00	
POLY-1	1" POLYPIPE	0.00	
POLY-114	1 1/4" POLYPIPE	0.00	
POLY-2	2" POLYPIPE	0.00	
POLY-2X114TEE	POLY 2" X 1 1'4 MECHANICAL TAPPING TEE	0.00	
POLY-2X1TEE	POLY 2" X 1" MECHANICAL TAPPING TEE	0.00	
POLY-2X2TEE	2" X 2" MECHANICAL TAPPING TEE	0.00	
POLY-END-1	1" POLY FUSION END	0.00	
POLY-END-114	1 1/4" POLY FUSION END	0.00	
POLY-END-2	2" POLY FUSION END	0.00	
POLY-PRIMER	POLYGUARD PRIMER #600 GALLON	52.00	
PP-112-80	1 1/2" SCHEDULE 80 PIPE WITH POLYETHYLENE JACKET	14.50	
PP-114-80	1 1/4" XH SA108 GR/B SMLS PIPE WITH POLYETHELYENE COATING	12.00	
PP-200-80	2" SCHEDULE 80 PIPE WITH POLYETHYLENE JACKET	16.00	
R-3125-L	HYDROSTATIC RELIEF VALVE	0.00	
R-3125U	REGO 1/4" HYDROSTAT RELIEF VALVE-400	0.00	
R-3127U	REGO 1/4" HYDROSTAT RELIEF VALVE-450	23.25	
R-3272-B	3/4" EXCESS FLOW VALVE	0.00	
R-3282-C	1 1/4" EXCESS FLOW VALVE	0.00	
R-3292-B	2" EXCESS FLOW VALVE	0.00	
R-597FC	REGULATOR FOR PRESSURE- 20-45 PSIG-1/4" F. NPT X 1/4" F.NPT.	38.00	
R-7574	1 1/2" EXCESS FLOW VALVE	0.00	
R-A2141AB	3/4" PULLAWAY VALVE	157.50	
RSA-86244DOT	1/4" TUBING UNION	4.84	
RSA-8644DOT	1/4" TUBING TEE	7.90	
RSA-86544DOT	1/4" TUBING X 1/4" NPT ELBOW	7.88	
RSA-86842DOT	1/4" TUBING X 1/8" NPT END	5.00	
RSA-86844DOT	1/4" TUBING X 1/4" NPT END	4.01	
RSA-87242DOT	1/4" TUBE X 1/4" TUBE X 1/8" NPT TEE	7.60	
RSA-87244DOT	1/4" TUBE X 1/4" TUBE X 1/4" NPT TEE	7.72	
RSA-87942DOT	1/4" TUBING X 1/8" NPT X SWIVEL L	5.06	
RSA-87944DOT	1/4" TUBING X 1/4" NPT X SWIVEL L	5.64	
RSA-PTSAE	1/4" PNEUMATIC TUBING, 100'	56.00	
RW-P104-24	BREAK-AWAY COUPLING 3"	36.72	
SB-18000	SANDBLASTING & PAINTING OF 18000 W.G. TANK	0.00	
SB-18000TU	TOUCH UP AND PAINT	0.00	
SB-30000	SANDBLASTING & PAINTING 30000 W.G. TANK	0.00	

Item	Description	Price	
SB-30000TU	TOUCH UP AND PAINT OF 30000 W.G. TANK	0.00	
SCOTT-4688IR	SCOTT INSTRUMENTS 4688 IR INFRARED COMBUSTIBLE GAS TRANSM	0.00	
SCOTT-7600	SCOTT INSTURMENTS SENTINEL VI SIX CHANNEL RECEIVER. FIBERG	0.00	
SI-4688IR	SCOTT INSTRUMENTS 4688IR TRANSMITTER	0.00	
SI-SENT	SCOTT INSTRUMENTS SENTIENEL VI-6 CHANNEL RECEIVER	0.00	
SQT-HB-1000	HOSE BUDDY (HOSE PRTOTECTOR)	55.01	
SS-FH100X12	1" X 12" STAINLESS STEEL FLEX HOSE	56.00	
SS-FH100X18U	1" X 18" STAINLESS STEEL FLEX HOSE	70.00	
SS-FH100X24	1" X 24" STAINLESS STEEL FLEX HOSE	53.50	
SS-FH112X12	1 1/2" X 12" STAINLESS STEEL FLEX HOSE	0.00	
SS-FH112X18	1-1/2 X 18" STAINLESS STEEL FLEX HOSE.	69.00	
SS-FH112X24	2" X24" STAINLESS STEEL FLEX HOSE	127.00	
SS-FH114X12	STAINLESS STEEL FLEX HOSE-12" X 1-1/4"	120.00	
SS-FH114X18	1 1/4 X 18 STAINLESS STEEL FLEX HOSE	110.15	
SS-FH114X18U	1 1/4" X 18" STAINLESS STEEL FLEX HOSE WITH UNION	88.00	
SS-FH114X24	STAINLESS STEEL FLEX HOSE1 1/4" X 24"	123.00	
SS-FH12X6	1/2" X 6" STAINLESS STEEL FLEX HOSE	52.00	
SS-FH200-12	2" X 12" STAINLESS STEEL FLEX HOSE	114.76	
SS-FH200X10.5	2" X 10.5 " STAINLESS STEEL FLEX HOSE	79.50	
SS-FH200X13	1/2" X 18" STAINLESS STEEL FLEX LINE	101.00	
SS-FH200X18	2" X 18" STAINLESS STEEL FLEX LINE	101.50	
SS-FH200X18U	2" STAINLESS STEEL FLEX HOSE WITH UNION	112.00	
	2" X 24" STAINLESS STEEL FLEX HOSE		
SS-FH200X24	3" X 18" STAINLESS STEEL FLEX HOSE	128.00	
SS-FH300X18		170.00	
SS-FH300X18U	3" STAINLESS STEEL FLEX HOSE WITH UNION	231.00	
SS-FH300X24	3" X 24" STAINLESS STEEL FLEX HOSE	210.00	
SS-FH34X12	3/4" X 12" STAINLESS STEEL FLEX HOSE	44.00	
SS-FH34X18	3/4 X 18" STAINLESS STEEL FLEX HOSE	55.00	
SS-FH34X24	3/4" X 24" STAINLESS STEEL FLEX HOSE	75.50	
SS-FH34X8	3/4" X 8" STAINLESS STEEL FLEX HOSE	40.50	
SS-FL112X18	1/2" STAINLESS STEEL FLANGE FLEX HOSE	155.00	
SS-FL112X24	1/2" X 24 STAINLESS STEEL FLANGE FLEX HOSE	164.10	
SS-FL114X18	1/4" X 18" STAINLESS STELLA FLANGE FLEX HOSE	150.84	
SS-FL114X24	1/4" X24 STAINLESS STEEL FLANGE FLEX HOSE	129.95	
SS-FL200X18	2" X 18 STAINLESS STEEL FLANGE FLEX HOSE	163.60	
SS-FL200X24	2" X 24" STAINLESS STEEL FLANGE FLEX HOSE	180.95	
SS-FL300X18	3" X 18" STAINLESS STEEL FLANGE FLEX HOSE	245.00	
SS-FL300X24	3" X 24" STAINLESS STEEL FLANGE FLEX HOSE	278.00	
SS-FL400X18	4" X 18 STAINLESS STEEL FLANGE FLEX HOSE	305.00	
STRAINER		0.00	
T-100-034	3/4 INCH FULL PORT BALL VALVE-600 WOG	10.15	
T-100-100	1 INCH FULL PORT BALL VALVE-500 WOG	15.64	
T-100-112	1-1/2 BALL VALVE	117.12	
T-100-114	JOMAR T-100 SERIES (FULL PORT) 1 1/4" BALL VALVE	40.17	
T-100-200	JOMAR T-100 SERIES (FULL PORT) 2" BALL VALVE	63.17	
T-18000	NEW TRINITY 18000 W.G. TANK	2.5	
T-30000	NEW TRINITY 30000 W.G. TANK		
T-9200	9200 W.G.	0.00	
T-Craddle18	METAL CRADDLE WELDED TO 18000 W.G. TANK.	0.00	



Item	Description	Price
T-Craddle30	METAL CRADDLE WELDED TO 30000 W.G. TANK	0.00
T-Frt-18	FREIGHT TO DELIVER 18000 W.G. TANK	0.00
T-FRT-30	FREIGHT TO DELIVER 30000 W.G. TANK	0.00
T-Skid18	SKID FOR 18000 W.G. TANK	0.00
T-Skid30	SKID FOR 30000 W.G. TANK	0.00
TCS2000SS114	JOMAR T CS2000SS W/ LOCKING DEVICE	96.05
TCS2000SS200	JOMAR T-CS2000SS SF LOCKING DEVICE	185.63
U-100	1" UNION	11.50
U-114	1 1/4" UNION	30.00
U-18000	USED TRINITY W.G. TANK	0.00
U-200	2" UNION	35.00
U-300	3" UNION	102.00
U-34	3/4" UNION	9.55
VR-PULSER	VEETER ROOT PULSER	296.75
VR-REG	VEEDER ROOT REGISTER W/ PULSER	1,103.50
125V 3 10 20	HUMPHREY VALVE	38.75
A-2805C	118.111.2.11.2.11.2.11.2.11.2.11.2.11.2	0.00
AES-750WB	750 WB VAPORIZER WITH EXTENDED CONTROL ROOM	38.000.00
AFRED	AFRED FEE	50.00
B420V15	B422V 15# ASHCROFT PRESSURE SWITCH	220.00
BH	BULKHEAD	555.00
BV-SS200	2" STAINLESS STEEL BALL VALVE	225.00
CYL012	CALIBRATION GAS (SPAN) 1.1% PROPANE	175.00
CYL016	CALIBRATION GAS (ZERO) 100% AIR	149.00
D-FLAM	4" FLAMMABLE DECAL	5.00
D-LIQUID	LIQUID DECAL	5.00
D-NOSMK	4" NO SMOKING DECAL	5.00
D-PRODIA	1-4-0 PROPANE DIAMOND	6.25
D-PROPANE	4" PROPANE DECAL	5.00
D-VAPOR	VAPOR DECAL	4.50
ESV-POST	ESV SIGN POST ASSBLY	95.00
F-1098-EGR	REGULATOR	6.574.06
INSTALL	INSTALLATION OF	0.00
J-100-300	3" BALL VALVE	0.00
J-T100-200SSFL	JOMAR 2" STANILESS STEEL FLANGED BALL VALVE.	0.00
LODGE	LODGING/MEALS	100.00
M- TRES	18 X 24 ALUMINUM "NO TRESPASSING"	65.50
M-50RC	TEFLON TAPE, 2" TEFLON TAPE, 4"	210.00
M-50RC-4	12 X 18 ALUM. "EMERGENCY SHUT OFF" SIGN.	0.00
M-EMER		40.00
M-NOSMK	MO SMOK/OPEN FLAMES 12 X 18 ALUMINUM SIGN	22.50
MAN-100	100# CYLINDER	0.00
MAN-20	20# CYLINDER W/ OPD	0.00
MAN-30	30# CYLINDER W/ OPD	0.00
MAN-40	40# CYLINDER W/ OPD	0.00
MC50-2	2" PIPE COATING TAPE, CASE	201.75
METH	METHANOL, 5 GAL.	201.50
MF-TANK	MOTOR FUEL TANK	0.00
MG-ANN	MAGNESIUM ANODE, 32# BAG, HIGH POTENTIAL	205.00

Item	Description			
MISC.	A VI San Francisco Maria Company	0.00		
MP-300	MULTIPORT, 3" FISHER ASSEMBLY	0.00		
NI-P200	2" SCH.80 PIPE, NI	2.98		
NISDREFSTA		0.00		
P-200	2" SCH.80 PIPE,NI	3.05		
P-GUARD	PREMIUM GUARDRAILING	12.00		
P-GUARD6	6" GUARDRAILING	14.00		
POLY-DISTRIBUTION		0.00		
POLY-DISTRIBUTION:200-410	2 IPS MASTER INSERT SET	155.00		
POLY-DISTRIBUTION:200-A23		96.41		
POLY-DISTRIBUTION:200-PO	- TO	0.828		
POLY-DISTRIBUTION:200-S20		72.64		
POLY-DISTRIBUTION:200-SF		112.00		
	2" ISP SOCKET HEATER ADAPTER SET			
POLY-DISTRIBUTION:200-SW		106.00		
POLY-DISTRIBUTION:200-VA		55.79		
POLY-DISTRIBUTION:200-VA	2" SDR11 FP YELLOW BALL VALVE PE2406	112.76		
POLY-DISTRIBUTION:200-YB	2" IPS SDR11 BF CAP PE2406 YELLOW	3.10		
POLY-DISTRIBUTION:200-YS	2" IPS SF 90 DEG ELL PE2406 YELLOW	6.95		
POLY-DISTRIBUTION:200-YS	2" IPS SF CAP PE2406 YELLOW	3.10		
POLY-DISTRIBUTION:200-YS	2" IPS SF TEE PE2406 YELLOW	10.03		
POLY-DISTRIBUTION:200-YT	2" X 3/4" SF YELLOW TAP TEE W/ SLEEVE PS2406	12.70		
POLY-DISTRIBUTION:75-PY0	3/4" IPS SDR11 X 500' PE2406 YELLOW PIPE	0.216		
POLY-DISTRIBUTION:75-YSF	3/4" IPS SF CAP PE2406 YELLOW	2.53		
POLY-DISTRIBUTION:75-YSF	3/4" IPS SF COUPLING PE2406 YELLOW	1.63		
POLY-DISTRIBUTION:BALL-T	OMNI MARKER BALL-GAS	8.55		
POLY-DISTRIBUTION:TAPE-T	2" X 1000' DETECTABLE "GAS" TAPE	28.31		
POLY-DISTRIBUTION:WIRE-T	#12 X 500' SOLID YELLOW JACKETED TRACER WIRE	83.74		
PROPANE	LIQUEFIED PETROLEUM GAS	0.00		
PRV022	CALIBRATION KIT	175.00		
PSP026	24V 50 WATT POWER SUPPLY	195.00		
REFSTAPKG	REFUELING STATION EQUIPMENT AND PARTS PACKAGE			
RENTAL	TRENCHER EQUIPMENT RENTAL PER DAY	0.00		
A 200 C 2 C 2 C 2 C 2 C 2 C 2 C 2 C 2 C 2	TRENCHER EQUIPMENT RENTAL PER DAT	375.00		
SAREFSTA	DRO DECLURED CIONAGE	0.00		
SIGNAGE	RRC REQUIRED SIGNAGE	300.00		
SNR480	CATALYTIC SENSOR	2000		
SNX2DC	SMARTMAXII MONITOR	940.00		
T-200	2" TEE	24.88		
T-TAPE	TEFLON TAPE	2.08		
T-TAPE100	1" TEFLON TAPE	0.82		
T-TAPE12	1/2 TEFLON TAPE	0.32		
T-TAPE34	3/4" TEFLON TAPE	0.59		
TANKS	PROPANE TANK	0.00		
TEE-300	3" TEE	0.00		
TU-30000	TRINITY 30000 W.G. TANK	0.00		
TXDOT	TEXAS DOT HIGHWAY GUARDRAIL	0.00		
UP-GRADE	UPGRADE FACILITY TO BRING IT INTO COMPLIANCE WITH RRC OF TE	0.00		
USED TANK	USED PROPANE TANK	0.00		
VR-REGISTER	VEEDER ROOT REGISTER	637.97		
CHGORDER	CHANGE ORDER	0.00		

3:49 PM 07/26/07

Item	Description	Price
CORE	CORE DRILL CONCRETE, 6", PER HOLE	
FREIGHT	FREIGHT CHARGE	0.00
PERC	FED PERC FEE	0.005
RETAINAGE	LESS 5% RETAINAGE	0.00
SAWCUT	CONCRETE SAW CUTTING, PER LINEAR FOOT	40.00
THIRD PARTY	SUBCONTRACTOR WORK	0.00
TRAVEL/MILEAGE	TRAVEL TIME/MILEAGE	0.00
DISCOUNT	LESS DISCOUNT	0.00
DISCOUNT-20	20% DISCOUNT ON PARTS	-20.00



CMS or Ordinance Number: OR00000200708300895

TSLGRS File Code: 1000-05

Document Title: ORD - A1240 CONDOR TRUCK PARTS & SERVICE

## Ordinance Date: 8/30/2007



CMS or Ordinance Number: CN4600006247

TSLGRS File Code: 1000-25

Document Title: CONT - A1240 CONDOR TRUCK PARTS & SERVICE

# Commencement Date: 9/13/2007 Expiration Date: 9/30/2009

#### CITY OF SAN ANTONIO PURCHASING & CONTRACT SERVICES DEPARTMENT

Issued By: GC

BID NO.: A1240-07-GC

Date Issued: JULY 11, 2007

Page 1 of 18

#### FORMAL INVITATION FOR BIDS ANNUAL CONTRACT FOR CONDOR TRUCK PARTS & SERVICE

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 JULY 27, 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 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: <u>15%</u> WBE Goal: <u>10%</u> AABE Goal: <u>3%</u> SBE Goal: <u>50%</u>

This invitation includes the following:

Invitation for Bids
Terms and Conditions of Invitation for Bids

(Please Print or Type)

Paul Kane

Signer's Name:

Specifications and General Requirements

Price Schedule

Firm Name: Freightliner of San Antonio, Ltd.

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.

Address: PO BOX 200410

Items Accepted:	(	Ordinance No:	Date:	Amount:
FOR CITY USE	ÖNLY	AWARD		
Ownership of firm Non-minority Female Owne	following blanks which apply to 1 (51% or more):  Hispanic Africand Handicapped Owned S Partnership Corporation	AmericanOther Minorit	llion annual receipts or	r 100 employees)
		Fax No.:	210-661-0289	
Email Address: _	pkane@opuskane.com	Telephone No.: _	210-666-6665	
Signature of Perso	on Authorized to Sign Bid	City, State, Zip C	ode: San Antonio,	TX. 78220

#### TERMS AND CONDITIONS OF INVITATION FOR BIDS

#### READ CAREFULLY

#### 1. GENERAL CONDITIONS

Bidders (hereinafter "bidders", "vendors" or "contractors") 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 Public 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 Public 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 schedule.
- b) Where there is an error in extension of price, the unit price shall govern. 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.
- 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. In an "All or None" bid, a unit price left blank shall be tabulated as a "zero", and shall be deemed to be offered at no cost to the City.
- d) Alternate bids may be allowed at the sole discretion of the City.
- e) Proposed delivery time must be shown and shall include weekends and holidays, unless specified otherwise in this IFB.
- f) 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 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;
  - 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 "Best Value 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, 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 Director of Purchasing & Contract Services Department 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, and 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, in accordance with 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

- 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 meeting the requirements set forth in these specifications will be submitted within 10 days upon 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 and Contract Services Department at (210) 207-7260 and referenced by bid number.

#### SPECIFICATIONS AND GENERAL REQUIREMENTS

PERIOD OF CONTRACT: Contract shall be for the period beginning upon award and terminating September 30, 2008.

The City of San Antonio reserves the right to extend the contract period for two (2) additional one (1) year periods based on the initial bid submitted, upon mutual consent of City of San Antonio and the contractor.

SCOPE: The City of San Antonio is soliciting bids to furnish Condor Truck Parts & Service in accordance with the specifications listed herein. This contract shall be monitored by Fleet Operations for the use on trucks for Environmental Services Department for garbage collection.

#### STANDARD REQUIREMENTS:

- Prospective bidders who are eligible to bid on these specifications must be factory authorized dealers
  within Bexar County of bid item(s) listed and must be maintaining a parts department. If during the period
  of this contract the bidder should lose their factory authorization, this contract will be subject to
  cancellation.
- 2. When a contractor cannot abide by terms and conditions in fulfilling the contract, contractor must supply services or supplies from other sources at the contract price. If contractor delays in the above, the City reserves the right to purchase on the open market and charge contractor the difference between contract price and the purchase price.
- 3. The Annual Contract shall include the following terms and conditions:
  - a. Annual contract purchase orders will be issued for each City agency authorized to place orders against this annual contract. Vendor must have the Contract Purchase Order before making any delivery. Payment will be made by the City on a monthly basis.
  - b. All invoices must be submitted in duplicate and show each purchase order number and corresponding City agency. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices or otherwise specified. If prices are based on discounts from list, then list prices, discounts in terms of percentage, and net prices must be shown. If prices are based on list prices basis, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown. In connection with any term discount offered, time will be computed from the first of the month following receipt of supplies or services, or a correct invoice. Payment is deemed to be made on the date of mailing of the check.
  - c. Bidders' facilities and equipment will be a determining factor in making the bid award. All bidders shall be subject to inspection of their facilities and equipment.
- 4. Any materials or parts used in complying with contract are to be equal to or better than original equipment.
- 5. REVISION OF MANUFACTURER'S PRICE LIST(S): The bid will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price schedule. It is agreed that any published price list(s) may be superseded or replaced during the contract period only if such list(s) is published by the manufacturer for industry wide use. (NOTE: Discounts accepted as part of this bid are not subject to revision.)

A written notice stipulating in detail the changes of a price list(s) must be furnished to the City and approved before revisions go into effect.

All subject price lists should be submitted with this bid and shall become a part hereof. However, if in the opinion of the City Purchasing & Contract Services Director, it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing & Contract Services Director or his/her authorized representatives to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by the Purchasing & Contract Services Director. However, if the City Purchasing & Contract Services Director approves said price list(s) other than the manufacturer's price list(s), said price list(s) must denote the company name, effective date and price schedule. It is agreed that any price list provided other than the manufacturer's may NOT be superseded or replaced during the contract period.

- 6. Bidders are required to maintain a stock level of parts which, within the industry, are considered to be fast-moving, normal wear items for which three (3) demands have occurred within the most recent 180-day period. Bidders for supplies specified in this contract must be currently stocking a minimum of 80% of line items within each commodity being offered. The successful bidder shall, periodically during the term of the contract, allow credit or replace items purchased during the contract period which have become obsolete for the City's needs, provided that these items are in the original carton and in marketable condition.
- 7. Bids for parts exceeding the suggested OEM retail price will be rejected.
- 8. Bidders shall be responsible for providing one (1) copy of the CD or Price Schedule Catalog for each manufacture offered will be required with the bid for evaluation purposes. Successful vendor may be required to provide up to seven (7) additional copies at time of award. It is preferred that the price schedule be provided on compact disc (CD); however, hard copies of the catalogs will be accepted. If there is a revision in pricing during the term of this contract, revised CD's/Price Schedule Catalogs shall be provided. Any costs associated with providing this information shall be defined in the REMARKS section on Page 15 of this bid document.
- 9. Charges for overhaul or rebuild of components (i.e., hydraulic pumps, hydraulic cylinders, auxiliary drives, ejector panels, etc.) will not exceed 65% of acquisition cost for a new like item.
- 10. Labor hours will be paid based upon published industry standards where they apply. In areas where such standards have not been published, the City of San Antonio reserves the right to restrict labor hours based on historic experience for like repairs.
- 11. Charges for outside labor must be supported by a copy of the outside vendors invoice, attached to the bidders invoice submitted to the City for payment. Outside labor will be paid only when all internal resources of the contractor have been expended and when the lack of tooling and expertise to perform a particular task becomes a factor. Outside labor must be approved by the City of San Antonio before work proceeds. Payment will not exceed the amount of the outside vendor's invoice. Outside labor up charges are not acceptable.
- 12. Upon notification to the City by the vendor that equipment repairs have been completed, documentation of labor and parts used must be available for inspection by the City. Final invoices are preferred at this time, but must be submitted not later than five (5) working days after acceptance inspection.

- 13. All parts which have been replaced and billed must be available for inspection by the City of San Antonio. Such parts will be picked up at the time of equipment acceptance by the City.
- 14. All prices to be quoted F.O.B., City of San Antonio facility, freight prepaid. Allowances for special freight charges will be acceptable only when expedited delivery is requested and approved by the City of San Antonio.
- 15. All costs associated with shop supplies, environmental/disposal fees, or any other expenses incurred in fulfilling this contract, are to be included in the bid price.
- 16. The successful bidder shall, periodically during the term of this contract, allow credit or replace items purchased during the contract period which have become obsolete for the City's needs, provided that these items are in the original cartons and in marketable condition.
- 17. All core charges will be assessed in accordance with the cost indicated in the price list submitted for item bid. Failure to provide this information may result in rejection of bid.
- 18. Parts facilities must be located within Bexar County, Texas.

#### 19. DELIVERY:

Normal wear items must be delivered within one (1) day after receipt of order; any other related parts must be delivered within five (5) working days. Extension to the above listed schedule may be granted by the City's Fleet Maintenance and Operations Administrator in writing, when it can be substantiated that delays are caused by repair parts supply time, i.e. factory backorders, and that the contractor took prompt action to request parts.

- 20. All equipment and vehicle repairs must be completed and returned to the City Of San Antonio within (10) calendar days after receipt. The City's Fleet Maintenance and Operations Department must approve any repairs exceeding ten (10) calendar days. Request for extension must be requested in writing with justification detailing late delivery no later than the close of business of the 8<sup>th</sup> calendar day.
- 21. The City reserves the right to extend the term of the contract in 30 day increments, not to exceed 90 days total with written notice to the vendor; provided, that the City shall give the vendor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the City to an extension.
- 22. Award shall be made based on what is deemed to be in the best interest of the City.
- 23. The quantities shown are estimates only are in no way binding upon the City of San Antonio. Estimated quantities will be used for the purpose of evaluation. The City may increase or decrease quantities as needed.
- 24. Any person contemplating submitting a bid for this contract that has questions about the specifications, or other bid documents, may contact Rudy Mello in Fleet Maintenance and Operations Department, at (210) 207-8382, or Guillermo Castoreno in Purchasing & Contract Services Department at (210) 207-4046.

25. Additional requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation or changes of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed, faxed, or delivered to each person receiving a set of bids. The City will not be responsible for any other explanations or interpretation of the bid made or given prior to the award of the contract.

#### 26. INSURANCE

- A) Prior to the commencement of any work under this Contract, Contractor shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Purchasing & Contract Services Department, which shall be clearly labeled "CONDOR TRUCK PARTS & SERVICE" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Contract until such certificate and endorsements have been received and approved by the City's Purchasing & Contract Services Director. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.
- B) The City reserves the right to review the insurance requirements of this Article during the effective period of this contract and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this contract. In no instance will City allow modification whereupon City may incur increased risk.
- C) A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed:

TYPE	AMOUNTS
Workers' Compensation     Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following:  a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Broad form property damage, to include fire legal liability	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

Business Automobile Liability     a. Owned/leased vehicles     b. Non-owned vehicles     c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
5. Garage Keepers Liability	\$1,000,000 per occurrence

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

City of San Antonio
Attn: Purchasing & Contract Services Department
P.O. Box 839966
San Antonio, Texas 78283-3966

- E) Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:
  - Name the City and its officers, officials, employees, volunteers, and elected representatives as
     additional insureds by endorsement, as respects operations and activities of, or on behalf of, the
     named insured performed under contract with the City, with the exception of the workers'
     compensation and professional liability polices;
  - Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
  - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
  - Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- F) Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- G) If Contractor fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement; however, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure such endorsement. In addition to

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

- H) Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this agreement.
- It is agreed that Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this contract.
- J) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

#### PRICE SCHEDULE

#### ITEM 1: CONDOR TRUCK PARTS.

Α.	Captive Parts Discount		
1.	Percent of Discount Offered:	Cost + 25	%
2.	Product Identification (Mfr.):	Candor	
3.	Type Price Schedule (dealer, jobber, etc):	Dealer Cost	
4.	Price Schedule Number:	N/A	
5.	Date of Price Schedule:	1-2-07	_
6.	Price Schedule Column On Which Discount Is Based: (i.e., distributor, net, wholesale)	Dealer Cost	
В.	Competitive Parts Discount		
1.	Percent of Discount Offered:	Oost + 25	%
2.	Product Identification (Mfr.):	Freightliner	
3.	Type Price Schedule (dealer, jobber, etc):	Dealer Cost	
4.	Price Schedule Number:	N/A	_
5.	Date of Price Schedule:	1-2-07	
6.	Price Schedule Column On Which Discount Is Based:		
	(i.e., distributor, net, wholesale)	Dealer Cost	

#### ITEM 2 - LABOR AND SERVICE

1.	Labor Rate for Service					2_	73.00	_ per Hour
2.	Mileage Charge (if applica	able)				\$_	N/A	per Mile
3.	Parts will be available for	pick up w	ithin	3cale	endar days a	after r	receipt of order.	
4.	Re-stocking orders are pla	ced every	day	Mays on	daily ba	asis	(day of the week)	
5.	Days of Operation:	7					(day of the week)	
6.	Business hours are from	8:00	A.M. to	5:00	P.M.,	5	days per week.	

#### SPECIAL NOTICE TO ALL BIDDERS:

Please submit one (1) copy of Parts Application Guide with bid.

Please submit one (1) copy of Price Schedule with bid.

#### 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 <a href="http://www.ethics.state.tx.us">www.ethics.state.tx.us</a> 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: "ANNUAL CONTRACT FOR CONDOR TRUCK PARTS & SERVICE

BIDS TO BE OPENED: 2:00 P.M., JULY 27, 2007

BID NO. A1240-07

REMARKS:

City of San Antonio
Purchasing and Contract Services
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 Cit y's e-agenda, or requesting them from the City Clerk's office, once the item has been posted on the agenda.