

AN ORDINANCE 2009-04-02-0234

**ACCEPTING THE OFFERS FROM RUSH TRUCK CENTERS OF TEXAS L.P. AND HEIL OF TEXAS TO PROVIDE THE SOLID WASTE MANAGEMENT DEPARTMENT WITH FOUR DIESEL-POWERED 18 CUBIC YARD REAR LOAD SEMI-AUTOMATED HIGH COMPACTION REFUSE COLLECTION TRUCKS FOR A COST OF \$621,684.00.**

\* \* \* \* \*

**WHEREAS**, offers were submitted by Rush Truck Centers of Texas L.P. and Heil of Texas to provide the City of San Antonio Solid Waste Management Department with four diesel-powered 18 cubic yard rear load semi-automated high compaction refuse collection trucks for a total cost of \$621,684.00; and

**WHEREAS**, this purchase meets the requirements under the terms of the Texas Local Government Purchasing Cooperative agreement adopted by the City of San Antonio by Ordinance No. 97097 on January 30, 2003; **NOW THEREFORE**:

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

**SECTION 1.** The offers from Rush Truck Centers of Texas L.P. and Heil of Texas in the amount of \$621,684.00 to provide the City of San Antonio Solid Waste Management Department with four diesel-powered 18 cubic yard rear load semi-automated high compaction refuse collection trucks are hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. Copies of the bid tabulation sheet and contracts are attached hereto and incorporated herein for all purposes as Exhibit I.

**SECTION 2.** Funding for this ordinance is available per the table below as part of the FY09 Budget:

<b>Amount</b>	<b>Cost Center</b>	<b>General Ledger</b>	<b>Fund</b>
\$621,684.00	1503200001	5709090	72001000

**SECTION 3.** Payment not to exceed \$399,544.00 is authorized to Rush Truck Centers of Texas L.P. Payment not to exceed \$222,140.00 is authorized to Heil of Texas. These amounts should be encumbered with purchase orders.

**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 April 12, 2009.

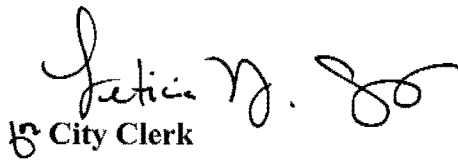
**PASSED AND APPROVED** this 2nd day of April, 2009.



M A Y O R

**PHIL HARDBERGER**

ATTEST:



City Clerk

APPROVED AS TO FORM:



for City Attorney

City of San Antonio Bid Tabulation

Exhibit I

Opened: February 20, 2009				
For: 18 Cubic Yard Rear Load Semi-Automated High Compaction Refuse Collection Trucks			DDG	
09-073			DDG	
			BuyBoard	
			BuyBoard	
			Rush Truck Centers of Texas, L.P.	
			Heil of Texas	
			16870 S. IH 35	
			503 Pop Gunn	
			Buda, TX	
			San Antonio, TX	
			78610	
			78219	
			800-831-9947	
			512-312-1146	
Item	Description	QTY		
1	Refuse Collection Trucks-18 CY	4		
A	Price Each- Trucks		\$99,786.00	\$0.00
B	Price Each- Bodies			\$65,935.00
C	Price Total (A+B - Complete Unit)		\$99,786.00	\$65,935.00
D	Grand Total Price		\$399,144.00	\$263,740.00
	Cab & Chassis -			
	Make		UD 3300	N/A
	Model		Cab & Chassis	
	Body -			
	Make		N/A	18 CY Heil
	Model			Narrow Body Rear
				Load High Compaction
	Cab & Chassis/Body			
	Less trade in Unit #4860-2000 International/Pak-Mor 18 CY:			\$10,500.00
	Less trade in Unit #4861-2000 International/Pak-Mor 18 CY:			\$10,500.00
	Less trade in Unit #4870-2000 International/Pak-Mor 16 CY:			\$10,500.00
	Less trade in Unit #4871-2000 International/Pak-Mor 16 CY:			\$10,500.00
	Total Less trade-ins:			\$221,740.00
2	BuyBoard Fee		\$400.00	\$400.00
	Delivery		120 days	120 days
	ESTIMATED TOTALS		\$399,544.00	\$222,140.00
	<b>ESTIMATED TOTAL AWARDS</b>		<b>\$399,544.00</b>	<b>\$222,140.00</b>

CITY OF SAN ANTONIO  
PURCHASING AND GENERAL SERVICES DEPARTMENT

Issued By: DDG CITY CONTRACT NO. 09-073  
COOPERATIVE CONTRACT NO.: 280-07 and 281-07  
PROCURING ENTITY/COOPERATIVE: BUYBOARD

Date Issued: February 17, 2009

TERMS & CONDITIONS FOR CONTRACT FOR  
18 CUBIC YARD REAR LOAD HIGH COMPACTION REFUSE COLLECTION TRUCKS

PLEASE REVIEW THE TERMS AND CONDITIONS FOR THIS REQUEST AND  
PROVIDE YOUR OFFER NO LATER THAN 12:00 PM, FEBRUARY 20, 2009

Contract Documents: The terms and conditions for performance and payment of compensation for this contract are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes:

- a. This Terms and Conditions Document;
- b. Any Purchase Orders issued hereunder by the City of San Antonio ("City"); and
- c. Exhibit L - All applicable terms and conditions of Contract #281-07 & 280-07, procured by Local Government Purchasing Cooperative and made available to local governmental entities through Buyboard, including the proposal submitted by Rush Truck Centers of Texas, LP (GMC) dated February 11, 2009 and HEB of Texas dated February 11, 2009.

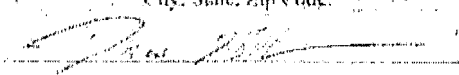
Should a conflict arise among the provisions of the contract documents, this Terms and Conditions Document and any Purchase Order issued hereunder shall govern over Exhibit L, unless otherwise specifically provided herein.

This Terms & Conditions Document includes the following: General Terms and Conditions, Product Specifications and Description of Services, Price Schedule, any Attachments identified herein.

The City's Purchasing and General Services Department is willing to assist any vendor(s) in the interpretation of this Terms and Conditions Document. Assistance may be received by visiting the Purchasing Office at 111 Soledad, 11th Floor, San Antonio, Texas 78205, 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%.

The undersigned, by his/her signature, represents that he/she is authorized to bind the Vendor to fully comply with the contract for the amount(s) shown on the accompanying Price Schedule. A signature below indicates that the Vendor has read the entire document, which is incorporated herein, and agreed to the terms therein.

Signer's Name: Drew Neubauer Firm Name: Rush Truck Centers of Texas, LP  
(Please Print or Type)  
Address: 16870 S. IH 35 City, State, Zip Code: Buda, TX 78810  
Signature of Person Authorized to Sign Offer:   
Email Address: neubauerd@rushenterprises.com Telephone No.: 512-312-1146  
Fax No.: 512-295-5081

FOR CITY USE ONLY

AWARD

Items Accepted:	Ordinance No:	Date:	Amount:
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Approved:

CITY CONTRACT NO.: 09-73

Please complete the following:

Prompt Payment Discount: 0 %      days. (If no discount is offered, Net 30 will apply.)

Please check the following blanks which apply to your company:

Ownership of firm (51% or more):

Non-minority  Hispanic  African-American  Other Minority (specify) \_\_\_\_\_  
 Female Owned  Handicapped Owned  Small Business (less than \$1 million annual receipts or 100 employees)

Indicate Status:  Partnership  Corporation  Sole Proprietorship  Other (specify) \_\_\_\_\_

Tax Identification Number: 74-2786264

1. GENERAL TERMS AND CONDITIONS

1. The terms "bidder", "contractor", and "vendor" all mean the party providing goods or services to the City pursuant to this contract.

2. Rejection of Disclaimers of Warranties & Limitations of Liability. Any term or condition in Exhibit I, or any document furnished by Vendor, disclaiming the implied warranty of merchantability or of fitness for a particular purpose, or attempting to limit Vendor's liability shall be of no force or effect, and shall be stricken from the contract documents as if never contained therein.

3. Acceptance of Offer. By signing and submitting this document, Vendor is making an offer to City. A written award of acceptance (manifested by a City Ordinance) and appropriation or purchase order mailed or otherwise furnished to the Vendor results in a binding contract without further action by either party.

4. Vendors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the contract documents. No plea of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor 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.

5. Taxes. Vendor shall not include federal taxes nor State of Texas limited sales excise and use taxes in 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 Vendor.

6. Point of Destination. All goods, materials and equipment shall be delivered FOB Destination, City of San Antonio's designated facility, or to the "ship to" address indicated on the purchase order, inside delivery. Regardless of shipping terms used, title and risk of loss shall pass to City only upon receipt at City's "ship to" address.

7. Delivery Times. Proposed delivery time must be shown and shall include weekends and holidays, unless specified otherwise herein.

8. Failure to Meet Delivery Schedule. When delivery is not met as provided for in the contract, the Purchasing and General 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, indirect, consequential, or incidental incurred by the City as a result thereof.

9. 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.

10. Warranty. Unless a specific warranty is provided elsewhere in these contract documents, 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.

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

- (a) Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished may be approved by the Director of Purchasing and General Services Department ("Purchasing Director"), or her designee, provided that such change orders:
  - (1) are made in writing, signed by the Purchasing Director or her designee;
  - (2) do not involve an increase or decrease in contract price of more than \$25,000; and
  - (3) sufficient funds have already been allocated by City or are available to the Purchasing Director to cover any increase in contract price.
- (b) Any other change will require approval of the City Council, City of San Antonio.
- (c) Changes that do not involve an increase in contract price may, however, be made by the Purchasing Director.

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 and General Services, its obligations under this contract, or violate any of the material 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 cancel this contract for convenience upon ten days prior written notice.

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. INDEMNIFICATION

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

14. Assignment and Subcontracting

- (a) Vendor shall not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the Director of City's Purchasing Division. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor.
- (b) Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Contract. Compliance by subcontractors with this contract shall be the responsibility of Vendor. City shall in no event be obligated to any third party, including any subcontractor of Vendor, for performance of services or payment of fees.
- (c) Any attempt to transfer, pledge or otherwise assign this contract without said written approval, shall be void ab initio, and shall confer no rights upon any third person. Should Vendor assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this contract, City may, at its option, cancel this contract and all rights, titles and interest of Vendor shall thereupon cease and terminate, notwithstanding any other remedy available to City. The violation of this provision by Vendor shall in no event release Vendor from any obligation under the terms of this contract, nor shall it relieve or release Vendor from the payment of any damages to City, which City sustains as a result of such violation.

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

16. Patents/Copyrights. The Vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

17. Public Information Act. Vendor is 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. All contracts are subject to the Public Information Act, Texas Government Code Chapter 552; therefore Vendor must clearly indicate any portion of the contract documents that Vendor claims is not subject to public inspection under the Public Information Act.

18. Conflict of Interest. 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.

19. Severability. If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or



unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

20. Nonwaiver of Performance. Unless otherwise specifically provided for in this contract, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this contract shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this contract, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option.

21. Non-discrimination Policy. It is the City's policy that Small and/or Minority Business Enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Vendor agrees that if this offer 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.

22. Compliance with Law. Vendor shall provide and perform all services required under this contract in compliance with all applicable federal, state and local laws, rules and regulations.

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

24. Entire Agreement. This contract, together with its authorizing ordinance and its attachments, purchase orders, and exhibits, if any, constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with the Change Order provision herein.

25. Invoicing and Payment. Rush Truck Centers of Texas LP (GMC) and HELL of Texas shall invoice City upon completion of acceptance by City. Invoices must be sent to: City of San Antonio, Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976, with a copy to: City of San Antonio, Fleet Acquisitions, Attn. Janie Goldspink. City's Purchase Order Number must appear on the invoice. City shall pay properly addressed invoice within 30 days of receipt.

26. Payment Bond. Contractor shall provide a payment bond as security for all persons supplying labor and material in the performance of this contract. Said bond shall be executed by a corporate surety acceptable to City, licensed pursuant to the Texas Insurance Code in the full amount of the contract price. Said bond must be in a form acceptable to City. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253 and the Texas Property Code, chapter 53. This bond must be executed and delivered to City prior to commencement of work under this contract.

~~SEE ATTACHED EMAIL~~

## II. PRODUCT SPECIFICATIONS & DESCRIPTION OF SERVICES

1. Period of Contract. This contract shall begin upon award by the San Antonio City Council by passage of an ordinance therefore, and terminate upon completion of all services described herein. Contractor shall complete all work no later four months after receipt of City's Purchase Order, unless extension is granted in writing by the City's Director of Purchasing and General Services, or her designee.

2. General Description of Scope & Services.

## III. SPECIFIC MODIFICATIONS TO TERMS & CONDITIONS

SCOPE: The City of San Antonio is soliciting offers to purchase 8 cubic yard rear load high compaction refuse collection trucks in accordance with the specifications listed herein. This equipment will be utilized by the Solid Waste Management Department for residential refuse collection.

### GENERAL CONDITIONS:

1. Equipment shall be manufacturer's latest design, standard production model and shall have been manufactured within the last twelve (12) months. All components shall be installed new, unused, and shall be manufacturer's standard equipment unless otherwise specified or replaced herein. Any modification outsourced by the manufacturer must be disclosed and fully warranted by the manufacturer and approved by the Director of Purchasing. Equipment is to be inspected, serviced, and adjusted in accordance with manufacturer's recommended pre-delivery checklist, and ready for operation upon delivery. Manufacturer's Statement of Origin (MSO) showing manufacture within the last 12 calendar months, and completed pre-delivery checklists for chassis and refuse body will be required at delivery. Equipment offered under the below listed specifications will be considered unacceptable if, for any reason, the equipment's, or major component's, long term availability on the U.S. market, or in the local area, is in doubt.
2. Warranty and Parts - Dealer and manufacturer must provide the maximum standard manufacturer's warranty on all components parts and service included. All components, parts, and service are required to provide as a minimum one year unlimited mileage warranty. All warranty times to start the date the vehicle is placed in service, not on the delivery date. The dealer will be notified by letter of the in-service date of each vehicle by serial number. Warranty will be fully explained by attaching separate, authenticated correspondence or entering such information in the remarks section of this request for offer. Warranty, reliability, and replacement captive parts costs and availability shall be a consideration in award of this request of offer. Warranty parts and service must be available within Bexar County from and by a factory-authorized dealer (NO EXCEPTIONS). All warranty repairs will be completed within three (3) days from the date equipment is delivered to the vendor unless otherwise approved by the appropriate City of San Antonio maintenance superintendent. Offerors will certify that all repairs needed after the warranty period will be available within Bexar County.

DEALER NAME: UD Trucks of San Antonio  
ADDRESS: 5611 Bicentennial, San Antonio, TX 78219

3. Delivery - The City of San Antonio will award this contract to a successful offeror of a truck cab & chassis and a successful offeror of a truck body. The successful offeror of the truck cab & chassis

**Neubauer, Andrew [BUDA-NEW SALES]**

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**From:** Lake, Robert [HOUSTN-MEDIUM DUTY TRUCKS]  
**Sent:** Friday, February 20, 2009 10:01 AM  
**To:** Neubauer, Andrew [BUDA-NEW SALES]  
**Subject:** FW: Refuse Trucks - 18CY

Please attach,

Bob Lake  
Municipal Sales  
Rush Truck Centers of Texas L.P.  
800-580-7383  
713-202-9589 (CELL)

-----Original Message-----

**From:** Denise Gallegos [mailto:Denise.Gallegos@sanantonio.gov]  
**Sent:** Friday, February 20, 2009 9:57 AM  
**To:** Lake, Robert [HOUSTN-MEDIUM DUTY TRUCKS]; John Davis  
**Cc:** Dena Guevara; Stephanie Criollo  
**Subject:** Refuse Trucks - 18CY

Gents,

A point of clarification on this RFO document: ~~We DO NOT~~ need a payment or performance bond for this purchase.

Please cross through the section on payment bonds, initial and attach this email as evidence of our agreed amendment to the RFO.

Sincerely,

Denise D. Gallegos, CPPB

Purchasing and Contracts Administrator

City of San Antonio

Purchasing & General Services Department

PH: (210) 207-4044

FX: (210) 207-7814

dgallegos@sanantonio.gov <mailto:dgallegos@sanantonio.gov>

shall be responsible for delivery of the completed trucks, with the bodies installed and operational. Coordination of body installation with the body manufacturer is successful truck cab & chassis offeror's responsibility. The successful truck cab & chassis offeror shall be responsible for resolving any issues regarding the truck and body prior to final delivery. The successful truck cab & chassis offeror shall be responsible for delivery of the cab & chassis to the successful body manufacturer and the completion of pre-delivery inspections. The City of San Antonio is requesting the best final delivery time. This time must include the time to manufacture cab & chassis, manufacture bodies, and install them.

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

In addition, the City of San Antonio will require a letter, upon request, from successful truck cab & chassis offerors to include and confirm their agreement with the following requirements:

- a. There will not be any issues installing the body on the chassis.
- b. The truck manufacturers will coordinate and jointly take of any issues with mounting of bodies prior to delivering the units to the City of San Antonio.
- c. Warranty Information: Body and Chassis warranties will be serviced by the awarded offerors. Letter must include current contact information.
- d. No payment will be required until the complete unit is delivered and accepted by the City of San Antonio.
- e. Awarded offerors will perform training at a time mutually agreed upon by the City of San Antonio and awarded offerors pursuant to item 4 of this document entitled "Training".

Note: All coordination of deliveries will be handled by the Fleet Acquisitions Manager, Jim Caudill at 210-207-1605.

4. Equipment Manuals - Successful offerors to furnish one set of operator manuals covering all major components of the vehicle (bodies) for each unit delivered including applicable diagnostic software required for engine, brakes, transmission or other operating systems. Successful offerors shall also provide five (5) complete sets of operator and shop repair manuals or CD ROM's for each item offered, to include all major components, or prepaid 8-year subscription to manufacturer's maintenance/parts web site at no cost to the City.
5. Training - Training shall be provided by a qualified instructor. Training shall be conducted at a designated City facility. The City will not pay any cost incurred by the successful offerors in providing training. The successful offerors shall be required to conduct training as follows:
  - A. Packer Body Training - Two, eight hour workdays of instruction for City technicians. A minimum of six, four hour training classes will be provided for equipment operators.
  - B. Video shall also be provided to demonstrate the safe operation of the entire system.
  - C. Tentative training itinerary shall be submitted with offer submittal.

6. **Demonstrations:** The City may request, from selected offerors, a demonstration of proposed equipment. The City is under no obligation to demo all products proposed by offerors. If a demonstration is required, the City's Fleet Assistant Operations Manager, will contact the offeror to schedule the product demonstration. This request will be considered an integral part of the request for offer process. Failure to comply may result in the offer being deemed non-responsive, and therefore, not considered for award. Upon request, the offeror shall have a minimum of five (5) working days to provide and deliver the equipment to a location specified by City for the demonstration. The offeror shall make the equipment available for a minimum of five (5) working days at City's location, but not to exceed ten (10) working days.
7. **Evaluation:** In the event that a demonstration is required, the equipment will be evaluated on numerous factors, including, but not limited to, meeting minimum specifications, operating efficiency of truck body and arm, operator's ability to maneuver effectively and safely within the cab space, as well as placement of cab instruments and components. Award will be made to the offerors proposing the combination most advantageous to the City of San Antonio based upon an integrated assessment of the factors noted in this paragraph. This evaluation process may result in award(s) to a higher rated, higher priced offeror(s), where the decision is consistent with the evaluation factors and the City has reasonably determined that the technical superiority and/or overall business approach of the higher priced offeror(s) outweighs the difference in price. To arrive at a selection decision, the City will integrate the evaluators' assessment of the evaluation factors outlined above with those stated elsewhere in these specifications. While the City's source selection evaluation team strives for maximum objectivity, the source selection process, by its nature, is subjective and, therefore, professional judgment is implicit throughout the entire process. While the City may award on the basis of lowest, responsive offer, the City reserves the right to award on the basis of best value and/or using the health and safety exception to the competitive bidding rules.
8. All prices will be quoted F.O.B., designated City of San Antonio facility. All offers will be submitted in triplicate and will include complete manufacturer's specifications for each model being offered.
9. Any equipment furnished must meet all Federal and State requirements.
10. City of San Antonio reserves the right to increase or decrease quantity of units being purchased through December 31, 2009, depending on availability of funds. Prices may not be increased during this period; however, the City should benefit from any price decrease. Additional units may be purchased on an "as needed" basis. Successful offerors are required to notify the City of all production "cut-off" dates necessary for order submission with a minimum sixty (60) days notice.
11. **Damages for Delay:** The Parties agree that the actual damages that might be sustained by the City by reason of the breach by the successful offerors of its covenant to make delivery within the timelines specified herein are uncertain and would be difficult of ascertainment, and that the sum of .25% of the unit's purchase price per day for each day delivery is late would be a reasonable compensation for such breach. The successful offerors hereby promise to pay, and the City hereby agrees to accept, such sum as liquidated damages, and not as a penalty, in the event of such breach. Furthermore, both Parties agree that City may withhold said liquidated damages from any payments due to the successful offerors hereunder.
12. For questions, please contact Dena Guevara (210) 207-4046.

Engine fuel solenoid must be de-energized and engine automatically stopped when any of the functions being monitored is unsafe per the manufacturer specifications. System must provide time limited automatic override and system must provide audio and visual alarms for 30 seconds prior to shutdown.

5. Transmission – Allison 3000, with push button controls and diagnostic display, and spin-on, in-line filter. Must be equipped with a forced auto neutral system. System will shift the transmission to into neutral when the park brakes are applied. Operator will have to manually shift back to drive when the brakes are released. Equipped with a positive interlock, which cannot be overridden, preventing operation of hydraulic system unless transmission is in neutral, (NO EXCEPTIONS). Six-speed transmission with manufacturer's 5-year extended warranty.
6. PTO/Pump – Engine to be provided with crankshaft driven PTO adapter (Spicer 1350 or proven equal) with access through grill. PTO/Pump to be front drive, dry valve type (Commercial Shearing 316-9414-001 or proven equal) with provisions for continuous flow for lubrication purposes and engage only with transmission in neutral. The pump must be controlled through a speed device that will automatically engage the pump at the proper engine RPM and will not allow engagement unless the engine is under 750 RPM and the truck transmission is in the neutral position. Unit to be equipped with over-speed protection that will disengage the PTO/pump in excess of 1500 RPM. Pump and hoses/plumbing to be protected with a metal guard that will be approved by the City at time of award.
7. Front Axle – Setback front axle configuration providing the highest cut angle and therefore the tightest turning radius the manufacturer can provide with this cab and chassis. Minimum 9,000 lbs. capacity with 9,000-lbs. spring capacity, equipped with hub piloted steel hubs, outboard mount type brake drums with Stemco or equal front wheel visible cap bearing oiler. Front shock absorbers to be heaviest duty available for specified axle. Integral power steering.
8. Rear Axle – Minimum 21,000 lbs. capacity with 21,000 lbs. spring capacity, minimum 3,000 lbs. auxiliary springs. Ratio geared to attain 70-mph +/-2 mph. at full engine governed RPM. Equipped with hub piloted steel hubs, out-board mount type brake drums. Stemco or equal oil seals. To be equipped with differential shift locks.
9. Brakes – Full air, Bendix ABS brake control system, S-cam service brakes. Brakes to be the maximum size offered O.E.M., minimum 16-½ x 7 front and 16-½ x 8-½ rear. Front and rear Rockwell or proven equal automatic slack adjusters with stroke indicators. Minimum 13 CFM compressor, Midland Pure Air Plus Dryer Model DA33100 or equal with automatic drain valves Model KN24000 or equal and air tanks equipped with manual pull chains accessible from the side of the truck. Spring set parking brakes on rear axle. All brake drums to be cast iron. Quick connect coupling to be located in a protected area near the front bumper (Milton 747 or equal).
10. Wheels & Tires – Front wheels to be 10-hole hub piloted steel disk wheel, minimum 12R-22.5, steel belted tubeless radials, minimum load range H tires, conventional tread. Rear wheels/tires to be super single of a sized and construction to meet operational requirements of this vehicle configuration.
11. Frame – Minimum 51,200 PSI rail, 1,200,000 RBM. Huck bolt type fasteners must be used to attach all frame rails, supports, and structural members.
12. Fuel System – To be equipped with metal, left hand tank, with total minimum capacity of 50 gallons. Fuel cooler to be provided if recommended by engine manufacturer. Fuel filtration system to include primary and secondary type fuel filter(s) with water separator. Full flow strainer must be installed in filler neck.

13. The City reserves the right to reject any and all offers, and to waive irregularities and any requirements of the request for offer if deemed to be in the best interest of the City.

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

ITEM	QUANTITY	DESCRIPTION
1	4 Each	Refuse Collection Trucks with 18 + Cubic Yard, Narrow Body, Rear Load

All equipment furnished under this contract to be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, must also be included. Units shall conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, sub-assemblies, and component parts to be standard and interchangeable throughout the entire quantity of units as specified in this request for offer. The equipment furnished must conform to ANSI Safety Standard Z245-1, 2007, as well as any Federal, State or local requirements.

**SPECIFICATIONS: Refuse Collection Cab and Chassis (Minimum 32,900 GVWR)**

- Cab - Cab forward, hydraulic tilt type cab, body colored exterior sun visor, Left and right hand cab grab handles, doors to have armrests. Units to be factory equipped with tinted glass, OEM air conditioner, integral heater, defroster units, cab headliner, and standard left and right side sun visor. Left and right outside mirrors will be motorized, bus type, and retractable. Manufacturer's standard AM/FM radio. Driver seat to be bucket type, National Cush-n-Aire or equal. Seats for two passengers will be non-suspension type. Cab and Chassis to be configured to be as narrow as possible to include mirrors and wheel flares to meet the goal of an 84-inch wide.
- Electrical - Units to be equipped with two 12 volt, heavy-duty batteries (minimum 2700 CCA) and battery disconnect switch. Alternator to be 12 volt, minimum 130 amps, and gauge of lead wires to be sufficient for calculated load for this application. All wiring must be manufacturer's premium option, abrasion resistant and designated for severe service/heavy-duty use. Circuit breakers, manual reset with trip indicator, to be used in place of fuses in excess of 5 amps. Speedometer, tachometer, odometer, oil pressure, hour meter, fuel level, voltmeter, coolant temperature and air pressure gauges required.
- Engine - In line six (6) cylinder, minimum 7.6 liters, diesel, minimum 230 net HP rated at manufacturer's recommended RPM, producing a minimum of 500 lb. ft. of torque, automatic viscous fan clutch, Dual-element, dry-type air cleaner with cleanable outer element, replaceable safety element, and restriction warning light or indicator on the dash. Engine idle time will be limited to 5 minutes; cruise control will not be activated. Road speed electronically controlled to 65 miles per hour +2 MPH. Cooling system to be the maximum capacity offered by the manufacturer to include water filter/conditioner with replaceable, spin-on filter. Configuration being offered must be certified by the engine and transmission manufacturers for this application. System to be protected to -20°F.
- Engine Protection - Diesel engine will be protected by an OEM installed, engine protection system, as a minimum. The system will monitor engine oil pressure, as well as engine and transmission temperatures.

13. Exhaust System Muffler, vertical exhaust tailpipe, heat cover, to be mounted to allow full utilization of cab-to-axle length.

14. Units to be equipped with the following additional equipment:

- A. Air horn(s) and electrical horn.
- B. Windshield washers and variable speed wipers.
- C. Adjustable steering column.
- D. 10-lb., ABC type fire extinguisher securely mounted in the cab.
- E. DOT triangle warning kit securely mounted in the cab.
- F. Back up alarm.
- G. Cigar lighter/power port.
- H. Two (2) front tow hooks, frame attached, tow hooks to be designed and installed to allow for lifting and towing of vehicle.
- I. Minimum of three keys with each truck. All trucks to be keyed alike.

**SPECIFICATIONS: Narrow Body Refuse Collection, Rear Loader, 18-Cubic Yard, High Compaction**

- 1. Unit to be narrow body (84-inches Maximum) and current, new, standard production model, closed body, rear loader type.
- 2. Body compaction controls to be installed as recommended by body manufacturer's standard procedures. Controls to include a buzzer-signal system from control panel to cab. Two (2) buzzer locations on rear of body (left and right side). Front of body to be fully enclosed to match the sides of the body.
- 3. Adequate handholds and running boards to be installed for the safety and comfort of loading personnel. Running boards will fold up to help reduce over all width. Location of handholds and running boards will be agreed upon with City operations and safety personnel prior to completion of first unit. (Call Kevin Fareri at 207-7336 to schedule meeting). Rear wheel fenders, or proven equal, with mud flaps to be installed adequately covering rear tires, and designed to prevent debris or spray from wheels on wet road surfaces being projected on the collector positions. This requirement must be approved prior to completion of first unit.
- 4. Body must be properly cleaned and prepared prior to painting. Primer coat to be thoroughly dry prior to final two coats of DuPont Del.UX, or proven equal. Body to be painted DuPont color number G-8845-WM.
- 5. Body must be constructed of new parts and materials, assembled completely and be adjusted properly.
- 6. Body or tailgate construction using steel with a yield strength of less than 50,000-PSI is unacceptable. Hopper floor must have a minimum of 100,000-PSI high tensile yield strength. The body weight to be a minimum of 9,000 lbs. and a maximum of 12,200 lbs.
- 7. Body to be positive ejector for unloading, single ejector cylinder must travel entire length of body. Dump type unloading will not be accepted.



8. Capacity of body to be minimum 18-cubic yards excluding loader hopper and hopper to be minimum 2.8-cubic yard capacity without extensions.
9. The complete refuse body assemblies, subassemblies, component parts, etc. must be designed with a factor of safety that is equal to or greater than that which is considered standard and acceptable for this class of equipment. Unit to be equipped with a 3-gallon water cooler rack installed.
10. Body to be equipped with side door opening approximately 20" x 34" on left-front side, or acceptable other location, as determined by the City, with locking device and foldable ladder for access. Lock handle will be no more than six feet from the ground. A device will be installed to hold the door open.
11. The unit's metal hydraulic reservoir to be truck frame-mounted with spin-on hydraulic oil filter(s). Minimum, 100-mesh strainer to be installed in the suction outlet and a 10-micron filter to be used for the return line. A magnet to be installed in tank, accessible for cleaning. One-quarter (1/4) turn ball valves must be installed on suction and outlet lines and to isolate the reservoir and filter assembly for service and maintenance.
12. All welds on body and tailgate are to be continuous (required flex seams on understructure).
13. Lighting: All lights required by D.O.T. and the Texas Department of Public Safety must be included. In addition, two (2), minimum 4" diameter, 10-diode, LED, combination tail, stop, and turn signals will be installed on the rear above the packer blade at a location to be designated. Each light will be protected by expanded metal shields that are easily removable to repair lights when necessary. Two (2), minimum 4" diameter, 10-diode, LED, combination tail, stop, and turn signals will be installed at the rear of the unit below the upper lip of the hopper (approximately centered from top to bottom of rear lower panel), one on the left side and one on the right side, protected by removable expanded steel guards. A lighted license plate bracket will be installed on the body above the packer blade centered on the body left to right. Two (2), minimum 4" diameter, 10-diode, LED, white backup lights to be installed. Two (2) adjustable work lights to illuminate hopper area and a minimum of one (1) adjustable light on each side of the body to illuminate the collector's positions. Four (4) each, flush mounted amber strobe lights, Led-X Model LXEX1F-A, or proven equal with user selectable flash patterns must be installed and wired to activate whenever engine is running. Two (2) amber strobe lights to be located at the front and two (2) amber strobe lights located at the rear of the body. All lighting must be wired to standard chassis controls. Premium, self-sealing connectors must be used for all electrical connections. Reflective conspicuity tape must be applied along both sides and across the back of each packer body.
14. Each unit to be equipped with one refuse cart lifter (tipper) capable of handling standardized American two-bar carts with capacities of 30 to 110 gallons. Lifter must be rotary actuated with independent controls, mounted on rear section of the body. Lifter to be centered, mounted flush to the top of the hopper sill, and must not protrude more than 3 inches from rear of the hopper. Lifters must not interfere with manual loading of the hopper and designed, installed, and adjusted to dump container load deep within the hopper to prevent spillage. Lifters must be fitted with a hydraulic breakaway device to prevent damage to lifters. Installation and placement will be approved prior to completion of first unit. Acceptable Model - Toter Highlift, or proven equal.
15. A lockable, water-tight toolbox, approximately 18 inches (18") high, 18 inches (18") deep and 20 inches (20") wide, to be securely mounted to right side of the refuse body. Placement to be approved prior to completion of first unit.

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16. A square nose shovel for cleaning area behind packer blade must be provided, with a bracket to secure the shovel attached to the body. Shovel and placement to be approved prior to completion of first unit.

17. Trade Ins – City Units 4860, 4861, 4870 and 4871, 2000 International 18 cubic yard rear loaders. To view trade-ins contact Donald Romans at (210) 207-6434.

### PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
I.	4 Each	Refuse Collection Trucks – 18 + Cubic Yard, Narrow Body and Chassis, Rear Load Refuse Collection Truck to include applicable diagnostic software required for engine, brakes, transmission or other operating systems.
A.	\$ 99,886.00	Price Per Each Truck
B.	\$ _____	Price Per Each Body
C.	\$ 399,544.00	Price Total (A+B=complete unit)

#### LESS TRADE-IN UNITS:

UNIT # 4860-2000 INTERNATIONAL/PAK-MOR 18CY \$ \_\_\_\_\_

UNIT # 4861-2000 INTERNATIONAL/PAK-MOR 18CY \$ \_\_\_\_\_

UNIT # 4870-2000 INTERNATIONAL/PAK-MOR 16CY \$ \_\_\_\_\_

UNIT # 4871-2000 INTERNATIONAL/PAK-MOR 16CY \$ \_\_\_\_\_

D. TOTAL LESS TRADE INS: \$ 399,544.00 Grand Total (4 truck and body complete)

#### OFFEROR MUST FILL IN THE FOLLOWING:

A) MAKE & MODEL CAB & CHASSIS:

UD3300

B) SPECIFIC MAKE & MODEL OF TRANSMISSION OFFERED:

Allison 2500.RDS

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C) SPECIFIC MAKE & MODEL OF ENGINE OFFERED (INCLUDE SAE NET HP):  
MD230 (J08E-TE) 230hp @ 2500 RPM

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D) MAKE & MODEL BODY:

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DELIVERY: Delivery will be made within 120 calendar days after issuance of purchase order.

**Statement:**

"Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7<sup>th</sup> business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf). 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 OF SAN ANTONIO  
PURCHASING & GENERAL SERVICES  
P.O. BOX 839966  
SAN ANTONIO, TX 78283-3966

PHYSICAL ADDRESS: PURCHASING & GENERAL SERVICES DEPARTMENT  
111 SOLEDAD, 11TH FLOOR  
SAN ANTONIO, TEXAS 78205

REMARKS:

EXCEPTIONS TO SPECS

- \*Total width of cab to be 86.61"
- \*Transmission to be Allison 2500RDS as 3000 series not available
- \*Air Dryer to be NABCO 4200
- \*Alternator is 105 AMP
- \*All fuses no circuit breakers
- \*No oil pressure gage available
- \*Batteries will be 2662 CCA
- \*PTO to be transmission driven not from crankshaft
- \*Bearings to be packed no Stemco seals
- \*If vertical exhaust is selected - Vertical muffler will take up 20.5" back of cab, therefore we will need to use a longer wheelbase to adjust for proper weight distribution
- \*UD right and left mirrors placed in forward most position to achieve a less overall width than bus mirror - mirrors not motorized
- \*Cab tilt to be torsion bars instead of hydraulic

**TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE  
BUYBOARD**

Vendor RUSH TRUCK CENTER Date Prepared 2/20/2009  
 Contact for Vendor: BOB LAKE Phone/Fax 800-580-7383/800-574-6208  
 End User: CITY OF SAN ANTONIO  
 End User Conta DENA GUEVARA Phone/Fax 210-207-4046  
 Product Description: UD 3300 CAB AND CHASSIS

dena.quevara@sanantonio.gov

A: Base Price in Bid/Proposal Number: 281-07 Series: \_\_\_\_\_ \$ 72,300.00

B: Published Options (Itemize Below)

DESCRIPTION	AMOUNT	OPT #	DESCRIPTION	AMOUNT
AM-FM STEREO/CD	\$ 400.00		CD ROM FOR ENGINE	
REAR WHEEL PARK BRAKE	\$ 667.00		DIAGNOSTICS	\$ 2,500.00
SERVICE /MAKE READY	\$ 550.00		CABLE AND INTERFACE	
FLOORING CHARGE	\$ 500.00		FOR DIAGONICS	\$ 1,350.00
ALLISON 2500RDS TRANS	\$ 5,466.00		TRANS TO FT PAYNE	\$ 950.00
CENTER CONSOLE SEAT	\$ 333.00		14" X 22.5 WHEELS	\$ 1,400.00
✓ 5 YR TRANS WARRANTY	\$ 1,600.00		445X22.5 TIRES	\$ 2,200.00
✓ VERTICLE MUFFLER	\$ 6,750.00		EXCHANGE FENDER MLD	\$ 1,200.00
✓ SERVICE MANUALS	\$ 520.00		TOTAL FROM ADDL OPT	

Subtotal Column 1: \$ 16,786.00 Subtotal Column 2: \$ 9,600.00  
 Published Options added to Base Price (Subtotal of "Col 1" & "Col 2") \$ 26,386.00

C: Subtotal of A + B \$ 98,686.00

D: published Options (Itemize below) Unpublished = \_\_\_\_\_ %

12R22.5 FRONT TIRES AND WHEEL	\$ 1,100.00			
Subtotal Column 1: \$ <u>1,100.00</u>		Subtotal Column 2: \$ <u>-</u>		

Unpublished Options added to Base price (Subtotal "Col 1 + Col 2") \$ 1,100.00

E: Contract Price Adjustment (If any, explain here) \_\_\_\_\_

F: Total of C + D +/- E \$ 99,786.00

G: Quantity ordere Units: 4.00 x F \$ 399,144.00

H: BUYBOARD Administrative Fee % \$ 400.00

I: Non-Equipment Charges & Credits (i.e.: Ext. Warranty, Trade-In, Delivery, etc.)			
	X		
	X		\$ -

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I) \$ 399,544.00

**CITY OF SAN ANTONIO  
PURCHASING AND GENERAL SERVICES DEPARTMENT**

Issued By: DDG CITY CONTRACT NO. 09-073  
COOPERATIVE CONTRACT NO.: 280-07 and 281-07  
PROCURING ENTITY/COOPERATIVE: BUYBOARD

Date Issued: February 17, 2009

**TERMS & CONDITIONS FOR CONTRACT FOR  
18 CUBIC YARD REAR LOAD HIGH COMPACTION REFUSE COLLECTION TRUCKS**

PLEASE REVIEW THE TERMS AND CONDITIONS FOR THIS REQUEST AND  
PROVIDE YOUR OFFER NO LATER THAN 12:00 PM, FEBRUARY 20, 2009

**Contract Documents:** The terms and conditions for performance and payment of compensation for this contract are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes:

- a. This Terms and Conditions Document;
- b. Any Purchase Orders issued hereunder by the City of San Antonio ("City"); and
- c. Exhibit I - All applicable terms and conditions of Contract #281-07 & 280-07, procured by Local Government Purchasing Cooperative and made available to local governmental entities through Buyboard, including the proposal submitted by Rush Truck Centers of Texas, LP (GMC) dated February 11, 2009 and HEIL of Texas dated February 11, 2009.

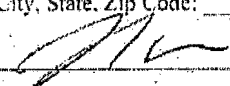
Should a conflict arise among the provisions of the contract documents, this Terms and Conditions Document and any Purchase Order issued hereunder shall govern over Exhibit I, unless otherwise specifically provided herein.

This Terms & Conditions Document includes the following: General Terms and Conditions, Product Specifications and Description of Services, Price Schedule, any Attachments identified herein

The City's Purchasing and General Services Department is willing to assist any vendor(s) in the interpretation of this Terms and Conditions Document. Assistance may be received by visiting the Purchasing Office at 111 Soledad, 11th Floor, San Antonio, Texas 78205, 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%.

The undersigned, by his/her signature, represents that he/she is authorized to bind the Vendor to fully comply with the contract for the amount(s) shown on the accompanying Price Schedule. A signature below indicates that the Vendor has read the entire document, which is incorporated herein, and agreed to the terms therein.

Signer's Name: John Davis Firm Name: Heil of Texas  
(Please Print or Type)  
Address: 503 Pop Gun City, State, Zip Code: San Antonio, TX 78219  
Signature of Person Authorized to Sign Offer:   
Email Address: john.davis@heilof-texas.com Telephone No.: 1-800-531-9974  
Fax No.: 713-923-5522

FOR CITY USE ONLY

AWARD

Items Accepted:	Ordinance No:	Date:	Amount:
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Approved: \_\_\_\_\_

CITY OF SAN ANTONIO

CITY CONTRACT NO.: 09-73

Please complete the following:

Prompt Payment Discount: \_\_\_\_\_% \_\_\_\_\_ days. (If no discount is offered, Net 30 will apply.)

Please check the following blanks which apply to your company:

Ownership of firm (51% or more):  
 Non-minority  Hispanic  African-American  Other Minority (specify) SCTRCA  
 Female Owned  Handicapped Owned  Small Business (less than \$1 million annual receipts or 100 employees)

Indicate Status:  Partnership  Corporation  Sole Proprietorship  Other (specify) \_\_\_\_\_

Tax Identification Number: 1760681266

(certification no.)

207036773

\* See Included Certificate



## I. GENERAL TERMS AND CONDITIONS

1. The terms "bidder", "contractor", and "vendor" all mean the party providing goods or services to the City pursuant to this contract.
2. **Rejection of Disclaimers of Warranties & Limitations of Liability.** Any term or condition in Exhibit I, or any document furnished by Vendor, disclaiming the implied warranty of merchantability or of fitness for a particular purpose, or attempting to limit Vendor's liability shall be of no force or effect, and shall be stricken from the contract documents as if never contained therein.
3. **Acceptance of Offer.** By signing and submitting this document, Vendor is making an offer to City. A written award of acceptance (manifested by a City Ordinance) and appropriation or purchase order mailed or otherwise furnished to the Vendor results in a binding contract without further action by either party.
4. Vendors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the contract documents. No plea of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor 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.
5. **Taxes.** Vendor shall not include federal taxes nor State of Texas limited sales excise and use taxes in 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 Vendor.
6. **Point of Destination.** All goods, materials and equipment shall be delivered FOB Destination, City of San Antonio's designated facility, or to the "ship to" address indicated on the purchase order, inside delivery. Regardless of shipping terms used, title and risk of loss shall pass to City only upon receipt at City's "ship to" address.
7. **Delivery Times.** Proposed delivery time must be shown and shall include weekends and holidays, unless specified otherwise herein.
8. **Failure to Meet Delivery Schedule.** When delivery is not met as provided for in the contract, the Purchasing and General 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, indirect, consequential, or incidental incurred by the City as a result thereof.
9. **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.
10. **Warranty.** Unless a specific warranty is provided elsewhere in these contract documents, 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.
11. **Change Orders.** In order to comply with Texas law governing purchases made by municipalities, the follow rules shall govern all change orders made under this contract.

- (a) Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished may be approved by the Director of Purchasing and General Services Department ("Purchasing Director"), or her designee, provided that such change orders:
  - (1) are made in writing, signed by the Purchasing Director or her designee;
  - (2) do not involve an increase or decrease in contract price of more than \$25,000; and
  - (3) sufficient funds have already been allocated by City or are available to the Purchasing Director to cover any increase in contract price.
- (b) Any other change will require approval of the City Council, City of San Antonio.
- (c) Changes that do not involve an increase in contract price may, however, be made by the Purchasing Director.

## 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 and General Services, its obligations under this contract, or violate any of the material 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 cancel this contract for convenience upon ten days prior written notice.

### 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. INDEMNIFICATION

**VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY**

**UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

**14. Assignment and Subcontracting**

- (a) Vendor shall not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the Director of City's Purchasing Division. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor.
- (b) Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Contract. Compliance by subcontractors with this contract shall be the responsibility of Vendor. City shall in no event be obligated to any third party, including any subcontractor of Vendor, for performance of services or payment of fees.
- (c) Any attempt to transfer, pledge or otherwise assign this contract without said written approval, shall be void ab initio, and shall confer no rights upon any third person. Should Vendor assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this contract, City may, at its option, cancel this contract and all rights, titles and interest of Vendor shall thereupon cease and terminate, notwithstanding any other remedy available to City. The violation of this provision by Vendor shall in no event release Vendor from any obligation under the terms of this contract, nor shall it relieve or release Vendor from the payment of any damages to City, which City sustains as a result of such violation.

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

16. Patents/Copyrights. The Vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

17. Public Information Act. Vendor is 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. All contracts are subject to the Public Information Act, Texas Government Code Chapter 552; therefore Vendor must clearly indicate any portion of the contract documents that Vendor claims is not subject to public inspection under the Public Information Act.

18. Conflict of Interest. 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.

unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein: it is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible. legal, valid and enforceable.

20. Nonwaiver of Performance. Unless otherwise specifically provided for in this contract, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this contract shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this contract, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option.

21. Non-discrimination Policy. It is the City's policy that Small and/or Minority Business Enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Vendor agrees that if this offer 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.

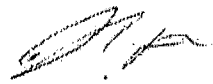
22. Compliance with Law. Vendor shall provide and perform all services required under this contract in compliance with all applicable federal, state and local laws, rules and regulations.

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

24. Entire Agreement. This contract, together with its authorizing ordinance and its attachments, purchase orders, and exhibits, if any, constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with the Change Order provision herein.

25. Invoicing and Payment. Rush Truck Centers of Texas LP (GMC) and HEIL of Texas shall invoice City upon completion of acceptance by City. Invoices must be sent to: City of San Antonio, Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976, with a copy to: City of San Antonio, Fleet Acquisitions., Attn. Jamie Goldspink. City's Purchase Order Number must appear on the invoice. City shall pay properly addressed invoice within 30 days of receipt.

~~26. Payment Bond. Contractor shall provide a payment bond as security for all persons supplying labor and material in the performance of this contract. Said bond shall be executed by a corporate surety acceptable to City, licensed pursuant to the Texas Insurance Code in the full amount of the contract price. Said bond must be in a form acceptable to City. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253 and the Texas Property Code, chapter 53. This bond must be executed and delivered to City prior to commencement of work under this contract.~~



**John Davis**

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**From:** Denise Gallegos [Denise.Gallegos@sanantonio.gov]  
**Sent:** Friday, February 20, 2009 9:57 AM  
**To:** LakeR@Rush-Enterprises.com; John Davis  
**Cc:** Dena Guevara; Stephanie Criollo  
**Subject:** Refuse Trucks - 18CY

Gents,

A point of clarification on this RFO document: We ~~DO NOT~~ need a payment or performance bond for this purchase.

Please cross through the section on payment bonds, initial and attach this email as evidence of our agreed amendment to the RFO.

Sincerely,

*Denise D. Gallegos, CPPB*

**Purchasing and Contracts Administrator**

**City of San Antonio**

**Purchasing & General Services Department**

**PH: (210) 207-4044**

**FX: (210) 207-7814**

**[dgallegos@sanantonio.gov](mailto:dgallegos@sanantonio.gov)**

No virus found in this incoming message.

Checked by AVG - [www.avg.com](http://www.avg.com)

Version: 8.0.237 / Virus.Database: 270.11.1/1962 - Release Date: 02/20/09 07:26:00

## II. PRODUCT SPECIFICATIONS & DESCRIPTION OF SERVICES

1. Period of Contract. This contract shall begin upon award by the San Antonio City Council by passage of an ordinance therefore, and terminate upon completion of all services described herein. Contractor shall complete all work no later four months after receipt of City's Purchase Order, unless extension is granted in writing by the City's Director of Purchasing and General Services, or her designee.

2. General Description of Scope & Services.

## III. SPECIFIC MODIFICATIONS TO TERMS & CONDITIONS

SCOPE: The City of San Antonio is soliciting offers to purchase 18 cubic yard rear load high compaction refuse collection trucks in accordance with the specifications listed herein. This equipment will be utilized by the Solid Waste Management Department for residential refuse collection.

### GENERAL CONDITIONS:

1. Equipment shall be manufacturer's latest design, standard production model and shall have been manufactured within the last twelve (12) months. All components shall be installed new, unused, and shall be manufacturer's standard equipment unless otherwise specified or replaced herein. **Any modification outsourced by the manufacturer must be disclosed and fully warranted by the manufacturer and approved by the Director of Purchasing.** Equipment is to be inspected, serviced, and adjusted in accordance with manufacturer's recommended pre-delivery checklist, and ready for operation upon delivery. Manufacturer's Statement of Origin (MSO) showing manufacture within the last 12 calendar months, and completed pre-delivery checklists for chassis and refuse body will be required at delivery. Equipment offered under the below listed specifications will be considered unacceptable if, for any reason, the equipment's, or major component's, long term availability on the U.S. market, or in the local area, is in doubt.
2. Warranty and Parts – Dealer and manufacturer must provide the maximum standard manufacture's warranty on all components parts and service included. All components, parts, and service are required to provide as a minimum one year unlimited mileage warranty. All warranty times to start the date the vehicle is placed in service, not on the delivery date. The dealer will be notified by letter of the in-service date of each vehicle by serial number. Warranty will be fully explained by attaching separate, authenticated correspondence or entering such information in the remarks section of this request for offer. Warranty, reliability, and replacement captive parts costs and availability shall be a consideration in award of this request of offer. Warranty parts and service must be available within Bexar County from and by a factory-authorized dealer (**NO EXCEPTIONS**). All warranty repairs will be completed within three (3) days from the date equipment is delivered to the vendor unless otherwise approved by the appropriate City of San Antonio maintenance superintendent. Offerors will certify that all repairs needed after the warranty period will be available within Bexar County.

DEALER NAME: Heil of Texas  
ADDRESS: 503 Pop Gun San Antonio, TX 78219

3. **Delivery – The City of San Antonio will award this contract to a successful offeror of a truck cab & chassis and a successful offeror of a truck body.** The successful offeror of the truck cab & chassis

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

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

In addition, the City of San Antonio will require a letter, upon request, from successful truck cab & chassis offerors to include and confirm their agreement with the following requirements:

- a. There will not be any issues installing the body on the chassis.
- b. The truck manufacturers will coordinate and jointly take of any issues with mounting of bodies prior to delivering the units to the City of San Antonio.
- c. **Warranty Information:** Body and Chassis warranties will be serviced by the awarded offerors. Letter must include current contact information.
- d. No payment will be required until the complete unit is delivered and accepted by the City of San Antonio.
- e. Awarded offerors will perform training at a time mutually agreed upon by the City of San Antonio and awarded offerors pursuant to item 4 of this document entitled "Training".

Note: All coordination of deliveries will be handled by the Fleet Acquisitions Manager, Jim Caudill at 210-207-4605.

4. **Equipment Manuals – Successful offerors to furnish one set of operator manuals covering all major components of the vehicle (bodies) for each unit delivered including **applicable diagnostic software required for engine, brakes, transmission or other operating systems.** Successful offerors shall also provide five (5) complete sets of operator and shop repair manuals or CD ROM's for each item offered, to include all major components, or prepaid 8-year subscription to manufacturer's maintenance/parts web site at no cost to the City.**
5. **Training – Training shall be provided by a qualified instructor. Training shall be conducted at a designated City facility. The City will not pay any cost incurred by the successful offerors in providing training. The successful offerors shall be required to conduct training as follows:**
- A. **Packer Body Training - Two, eight hour workdays of instruction for City technicians. A minimum of six, four hour training classes will be provided for equipment operators.**
  - B. Video shall also be provided to demonstrate the safe operation of the entire system.
  - C. Tentative training itinerary shall be submitted with offer submittal.

6. **Demonstrations:** The City may request, from selected offerors, a demonstration of proposed equipment. The City is under to obligation to demo all products proposed by offerors. If a demonstration is required, the City's Fleet Assistant Operations Manager, will contact the offeror to schedule the product demonstration. This request will be considered an integral part of the request for offer process. Failure to comply may result in the offer being deemed non-responsive, and therefore, not considered for award. Upon request, the offeror shall have a minimum of five (5) working days to provide and deliver the equipment to a location specified by City for the demonstration. The offeror shall make the equipment available for a minimum of five (5) working days at City's location, but not to exceed ten (10) working days.
7. **Evaluation:** In the event that a demonstration is required, the equipment will be evaluated on numerous factors, including, but not limited to, meeting minimum specifications, operating efficiency of truck body and arm, operator's ability to maneuver effectively and safely within the cab space, as well as placement of cab instruments and components. Award will be made to the offerors proposing the combination most advantageous to the City of San Antonio based upon an integrated assessment of the factors noted in this paragraph. This evaluation process may result in award(s) to a higher rated, higher priced offeror(s), where the decision is consistent with the evaluation factors and the City has reasonably determined that the technical superiority and/or overall business approach of the higher priced offeror(s) outweighs the difference in price. To arrive at a selection decision, the City will integrate the evaluators' assessment of the evaluation factors outlined above with those stated elsewhere in these specifications. While the City's source selection evaluation team strives for maximum objectivity, the source selection process, by its nature, is subjective and, therefore, professional judgment is implicit throughout the entire process. While the City may award on the basis of lowest, responsive offer, the City reserves the right to award on the basis of best value and/or using the health and safety exception to the competitive bidding rules.
8. All prices will be quoted F.O.B., designated City of San Antonio facility. All offers will be submitted in triplicate and will include complete manufacturer's specifications for each model being offered.
9. Any equipment furnished must meet all Federal and State requirements.
10. City of San Antonio reserves the right to increase or decrease quantity of units being purchased through December 31, 2009, depending on availability of funds. Prices may not be increased during this period; however, the City should benefit from any price decrease. Additional units may be purchased on an "as needed" basis. **Successful offerors are required to notify the City of all production "cut-off" dates necessary for order submission with a minimum sixty (60) days notice.**
11. **Damages for Delay:** The Parties agree that the actual damages that might be sustained by the City by reason of the breach by the successful offerors of its covenant to make delivery within the timelines specified herein are uncertain and would be difficult of ascertainment, and that the sum of .25% of the unit's purchase price per day for each day delivery is late would be a reasonable compensation for such breach. The successful offerors hereby promise to pay, and the City hereby agrees to accept, such sum as liquidated damages, and not as a penalty, in the event of such breach. Furthermore, both Parties agree that City may withhold said liquidated damages from any payments due to the successful offerors hereunder.
12. For questions, please contact Dena Guevara (210) 207-4046.



13. The City reserves the right to reject any and all offers, and to waive irregularities and any requirements of the request for offer if deemed to be in the best interest of the City.
14. All units must be delivered to the City in a ready for service condition. A State safety inspection decal will be provided.

ITEM	QUANTITY	DESCRIPTION
1	4 Each	Refuse Collection Trucks with 18 + Cubic Yard, Narrow Body, Rear Load

All equipment furnished under this contract to be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, must also be included. Units shall conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, sub-assemblies, and component parts to be standard and interchangeable throughout the entire quantity of units as specified in this request for offer. The equipment furnished must conform to ANSI Safety Standard Z245-1, 2007, as well as any Federal, State or local requirements.

**SPECIFICATIONS: Refuse Collection Cab and Chassis (Minimum 32,900 GVWR)**

1. Cab – Cab forward, hydraulic tilt type cab, body colored exterior sun visor. Left and right hand cab grab handles, doors to have armrests. Units to be factory equipped with tinted glass, OEM air conditioner, integral heater, defroster units, cab headliner, and standard left and right side sun visor. Left and right outside mirrors will be motorized, bus type, and retractable. Manufacturer's standard AM/FM radio. Driver seat to be bucket type, National Cush-n-Aire or equal. Seats for two passengers will be non-suspension type. Cab and Chassis to be configured to be as narrow as possible to include mirrors and wheel flares to meet the goal of an 84-inch wide.
2. Electrical – Units to be equipped with two 12 volt, heavy-duty batteries (minimum 2700 CCA) and battery disconnect switch. Alternator to be 12 volt, minimum 130 amps, and gauge of lead wires to be sufficient for calculated load for this application. All wiring must be manufacturer's premium option, abrasion resistant and designated for severe service/heavy-duty use. Circuit breakers, manual reset with trip indicator, to be used in place of fuses in excess of 5 amps. Speedometer, tachometer, odometer, oil pressure, hour meter, fuel level, voltmeter, coolant temperature and air pressure gauges required.
3. Engine – In line six (6) cylinder, minimum 7.6 liters, diesel, minimum 230 net HP rated at manufacturers recommended RPM, producing a minimum of 500 lb. ft. of torque, automatic viscous fan clutch. Dual-element, dry-type air cleaner with cleanable outer element, replaceable safety element, and restriction warning light or indicator on the dash. Engine idle time will be limited to 5 minutes; cruise control will not be activated. Road speed electronically controlled to 65 miles per hour +/- 2 MPH. Cooling system to be the maximum capacity offered by the manufacturer to include water filter/conditioner with replaceable, spin-on filter. Configuration being offered must be certified by the engine and transmission manufacturers for this application. System to be protected to -20° F.
4. Engine Protection – Diesel engine will be protected by an OEM installed, engine protection system, as a minimum. The system will monitor engine oil pressure, as well as engine and transmission temperatures.

Engine fuel solenoid must be de-energized and engine automatically stopped when any of the functions being monitored is unsafe per the manufacturer specifications. System must provide time limited automatic override and system must provide audio and visual alarms for 30 seconds prior to shutdown.

5. Transmission – Allison 3000, with push button controls and diagnostic display, and spin-on, in-line filter. Must be equipped with a forced auto neutral system. System will shift the transmission to into neutral when the park brakes are applied. Operator will have to manually shift back to drive when the brakes are released. Equipped with a positive interlock, which cannot be overridden, preventing operation of hydraulic system unless transmission is in neutral, (NO EXCEPTIONS). Six-speed transmission with manufacturer's 5-year extended warranty.
6. PTO/Pump – Engine to be provided with crankshaft driven PTO adapter (Spicer 1350 or proven equal) with access through grill. PTO/Pump to be front drive, dry valve type (Commercial Shearing 316-9414-001 or proven equal) with provisions for continuous flow for lubrication purposes and engage only with transmission in neutral. The pump must be controlled through a speed device that will automatically engage the pump at the proper engine RPM and will not allow engagement unless the engine is under 750 RPM and the truck transmission is in the neutral position. Unit to be equipped with over-speed protection that will disengage the PTO/pump in excess of 1500 RPM. Pump and hoses/plumbing to be protected with a metal guard that will be approved by the City at time of award.
7. Front Axle – Setback front axle configuration providing the highest cut angle and therefore the tightest turning radius the manufacturer can provide with this cab and chassis. Minimum 9,000 lbs. capacity with 9,000-lbs. spring capacity, equipped with hub piloted steel hubs, outboard mount type brake drums with Stemco or equal front wheel visible cap bearing oiler. Front shock absorbers to be heaviest duty available for specified axle. Integral power steering.
8. Rear Axle – Minimum 21,000 lbs. capacity with 21,000 lbs. spring capacity, minimum 3,000 lbs. auxiliary springs. Ratio geared to attain 70-mph +/-2 mph. at full engine governed RPM. Equipped with hub piloted steel hubs, out-board mount type brake drums. Stemco or equal oil seals. To be equipped with differential shift locks.
9. Brakes – Full air, Bendix ABS brake control system, S-cam service brakes. Brakes to be the maximum size offered O.E.M., minimum 16-½ x 7 front and 16-½ x 8-¾ rear. Front and rear Rockwell or proven equal automatic slack adjusters with stroke indicators. Minimum 13 CFM compressor, Midland Pure Air Plus Dryer Model DA33100 or equal with automatic drain valves Model KN24000 or equal and air tanks equipped with manual pull chains accessible from the side of the truck. Spring set parking brakes on rear axle. All brake drums to be cast iron. Quick connect coupling to be located in a protected area near the front bumper (Milton 747 or equal).
10. Wheels & Tires – Front wheels to be 10-hole hub piloted steel disk wheel, minimum 12R-22.5, steel belted tubeless radials, minimum load range H tires, conventional tread. Rear wheels/tires to be super single of a sized and construction to meet operational requirements of this vehicle configuration.
11. Frame – Minimum 51,200 PSI rail, 1,200,000 RBM. Huck bolt type fasteners must be used to attach all frame rails, supports, and structural members.

12. Fuel System – To be equipped with metal, left hand tank, with total minimum capacity of 50 gallons. Fuel cooler to be provided if recommended by engine manufacturer. Fuel filtration system to include primary and secondary type fuel filter(s) with water separator. Full flow strainer must be installed in filler neck.
13. Exhaust System – Muffler, vertical exhaust tailpipe, heat cover, to be mounted to allow full utilization of cab-to-axle length.
14. Units to be equipped with the following additional equipment:
  - A. Air horn(s) and electrical horn.
  - B. Windshield washers and variable speed wipers.
  - C. Adjustable steering column.
  - D. 10-lb., ABC type fire extinguisher securely mounted in the cab.
  - E. DOT triangle warning kit securely mounted in the cab.
  - F. Back up alarm.
  - G. Cigar lighter/power port.
  - H. Two (2) front tow hooks, frame attached, tow hooks to be designed and installed to allow for lifting and towing of vehicle.
  - I. Minimum of three keys with each truck. All trucks to be keyed alike.

**SPECIFICATIONS: Narrow Body Refuse Collection, Rear Loader, 18-Cubic Yard, High Compaction**

1. Unit to be narrow body (84-inches Maximum) and current, new, standard production model, closed body, rear loader type.
2. Body compaction controls to be installed as recommended by body manufacturer's standard procedures. Controls to include a buzzer signal system from control panel to cab. Two (2) buzzer locations on rear of body (left and right side). Front of body to be fully enclosed to match the sides of the body.
3. Adequate handholds and running boards to be installed for the safety and comfort of loading personnel. Running boards will fold up to help reduce over all width. Location of handholds and running boards will be agreed upon with City operations and safety personnel prior to completion of first unit, (Call Kevin Fareri at 207-7336 to schedule meeting). Rear wheel fenders, or proven equal, with mud flaps to be installed adequately covering rear tires, and designed to prevent debris or spray from wheels on wet road surfaces being projected on the collector positions. This requirement must be approved prior to completion of first unit.
4. Body must be properly cleaned and prepared prior to painting. Primer coat to be thoroughly dry prior to final two coats of DuPont DeLux, or proven equal. Body to be painted DuPont color number G-8845-WM.
5. Body must be constructed of new parts and materials, assembled completely and be adjusted properly.

6. Body or tailgate construction using steel with a yield strength of less than 50,000-PSI is unacceptable. Hopper floor must have a minimum of 100,000-PSI high tensile yield strength. The body weight to be a minimum of 9,000 lbs. and a maximum of 12,200 lbs.
7. Body to be positive ejector for unloading, single ejector cylinder must travel entire length of body. Dump type unloading will not be accepted.
8. Capacity of body to be minimum 18-cubic yards excluding loader hopper and hopper to be minimum 2.8-cubic yard capacity without extensions.
9. The complete refuse body assemblies, subassemblies, component parts, etc. must be designed with a factor of safety that is equal to or greater than that which is considered standard and acceptable for this class of equipment. Unit to be equipped with a 3-gallon water cooler rack installed.
10. Body to be equipped with side door opening approximately 20" x 34" on left front side, or acceptable other location, as determined by the City, with locking device and foldable ladder for access. Lock handle will be no more than six feet from the ground. A device will be installed to hold the door open.
11. The unit's metal hydraulic reservoir to be truck frame mounted with spin-on hydraulic oil filter(s). Minimum, 100-mesh strainer to be installed in the suction outlet and a 10-micron filter to be used for the return line. A magnet to be installed in tank, accessible for cleaning. One-quarter ( $\frac{1}{4}$ ) turn ball valves must be installed on suction and outlet lines and to isolate the reservoir and filter assembly for service and maintenance.
12. All welds on body and tailgate are to be continuous (required flex seams on understructure).
13. Lighting: All lights required by D.O.T. and the Texas Department of Public Safety must be included. In addition, two (2), minimum 4" diameter, 10-diode, LED, combination tail, stop, and turn signals will be installed on the rear above the packer blade at a location to be designated. Each light will be protected by expanded metal shields that are easily removable to repair lights when necessary. Two (2), minimum 4" diameter, 10-diode, LED, combination tail, stop, and turn signals will be installed at the rear of the unit below the upper lip of the hopper (approximately centered from top to bottom of rear lower panel), one on the left side and one on the right side, protected by removable expanded steel guards. A lighted license plate bracket will be installed on the body above the packer blade centered on the body left to right. Two (2), minimum 4" diameter, 10-diode, LED, white backup lights to be installed. Two (2) adjustable work lights to illuminate hopper area and a minimum of one (1) adjustable light on each side of the body to illuminate the collector's positions. Four (4) each, flush mounted amber strobe lights, Led-X Model LXEX1F-A, or proven equal with user selectable flash patterns must be installed and wired to activate whenever engine is running. Two (2) amber strobe lights to be located at the front and two (2) amber strobe lights located at the rear of the body. All lighting must be wired to standard chassis controls. Premium, self-sealing connectors must be used for all electrical connections. Reflective conspicuity tape must be applied along both sides and across the back of each packer body.
14. Each unit to be equipped with one refuse cart lifter (tipper) capable of handling standardized American two-bar carts with capacities of 30 to 110 gallons. Lifter must be rotary actuated with independent controls, mounted on rear section of the body. Lifter to be centered, mounted flush to the top of the hopper sill, and must not protrude more than 3 inches from rear of the hopper. Lifters must not interfere with manual loading of the hopper and designed, installed, and adjusted to dump container load deep within the hopper to

CITY CONTRACT NO.: 09-73

16. A square nose shovel for cleaning area behind packer blade must be provided, with a bracket to secure the shovel attached to the body. Shovel and placement to be approved prior to completion of first unit.

17. Trade Ins – City Units 4860, 4861, 4870 and 4871, 2000 International 18 cubic yard rear loaders. To view trade-ins contact Donald Romans at (210) 207-6434.

PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1	4 Each	Refuse Collection Trucks – 18 + Cubic Yard, Narrow Body and Chassis, Rear Load Refuse Collection Truck to include applicable diagnostic software required for engine, brakes, transmission or other operating systems.
A.	\$ _____	Price Per Each Truck
B.	\$ <u>65,935.00</u>	Price Per Each Body
C.	\$ <u>65,935.00</u>	Price Total (A+B=complete unit)

LESS TRADE-IN UNITS:

UNIT # 4860-2000 INTERNATIONAL/PAK-MOR 18CY	\$ <u>10,500.00</u>
UNIT # 4861-2000 INTERNATIONAL/PAK-MOR 18CY	\$ <u>10,500.00</u>
UNIT # 4870-2000 INTERNATIONAL/PAK-MOR 16CY	\$ <u>10,500.00</u>
UNIT # 4871-2000 INTERNATIONAL/PAK-MOR 16CY	\$ <u>10,500.00</u>

D. TOTAL LESS TRADE INS: \$ 221,740.00 Grand Total (4 truck and body complete)

**OFFEROR MUST FILL IN THE FOLLOWING:**

A) MAKE & MODEL CAB & CHASSIS:

\_\_\_\_\_

B) SPECIFIC MAKE & MODEL OF TRANSMISSION OFFERED:

\_\_\_\_\_

CITY CONTRACT NO.: 09-73

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

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D) MAKE & MODEL BODY:

Heil Fusion 18-1d

DELIVERY: Delivery will be made within 100 calendar days after issuance of purchase order.

**Statement:**

"Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7<sup>th</sup> business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf). 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."

CITY CONTRACT NO.: 09-73

**IMPORTANT MAILING INSTRUCTIONS:**

**MAIL TO:** CITY OF SAN ANTONIO  
PURCHASING & GENERAL SERVICES  
P.O. BOX 839966  
SAN ANTONIO, TX 78283-3966

**PHYSICAL ADDRESS:** PURCHASING & GENERAL SERVICES DEPARTMENT  
111 SOLEDAD, 11TH FLOOR  
SAN ANTONIO, TEXAS 78205

**REMARKS:**



# TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE

## BUYBOARD

**PRODUCT PRICING BASED ON CONTRACT**

Customer: City of San Antonio, TX

Date 2/20/09

Product Description: Heil 18yd Narrow Body Rear Loader Mid Compaction

A: Base Price in Bid/Proposal Number 280-07 Item 15 =>

B: Published Options [Itemize each item below]

Dual 20 LBS. Fire Ext w/Bracket	\$ 632.50	Single Toter Tipper	\$ 2,000.00
Commercial Electric Hot Shift PTO w/EO	\$ 2,122.00	Valve and bracket for Tipper	\$ 2,850.00
Hopper Work Light kit	\$ 243.00	Freight	\$ 2,200.00
LED Light Pkg for entire Body	\$ 849.00	Ball Check Valve on Return Line	\$ 440.00
LED Lights/Whelen Strobes	\$ 985.00		\$ 1,500.00
Bronze Slide Bearings	\$ 685.00		\$ -
Dual Buzzer	\$ 121.00	Expanded Metal Light Covers	\$ 985.00
HD Hopper Overlay Pkg.	\$ 1,546.00	Fender for Single Rear Tire	\$ 540.00
Side Door w/Interlock shut down	\$ 980.00	Foldable rear steps	\$ 480.00
Regenerative Valve for Fast Cycles	\$ 383.00	Steel Surcharge	\$ 5,821.27

Subtotal Column 1: \$ 8,546.50

Subtotal Column 2: \$ 16,816.27

**Published Options added to Base Price (Subtotal of "Col 1" + "Col 2")**

C: Subtotal of A + B =>

D: Unpublished Options (Itemize each item below, Not to exceed ± 25% of C)

Unpublished = 0.00 %

	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -

Subtotal Column 1: \$ -

Subtotal Column 2: \$ -

**Unpublished Options added to Base Price (Subtotal of "Col 1" + "Col 2")**

E: Contract Price Adjustment (If any, explain here)

\$ -

F: Total of C + D ± E (Not Including H-GAC Fee) =>

G: Quantity Ordered {Units x F} => # of Units 4

H: BUYBOARD Fee {From Fee Schedules, Table: \_\_\_\_\_ => @ \_\_\_\_\_ %

I: Non-Equipment Charges & Credits (ie: Ext. Warranty, Trade-In, Cost of Factory trips, etc.)

Unit #s 4860, 4861, 4870 and 4871 \$ -  
 (\$10,500.00 each) \$ (42,000.00)

**Subtotal of Non-Equipment Charges**

J: TOTAL PURCHASE PRICE INCLUDING {G + H + I} =>

Heil of Texas  
 713-923-7600  
 5900 Wheeler  
 Houston, TX 77023  
 www.heiloftexas.com

John Davis  
 Please Fax Purchase Orders to 1-800-211-5454 and 713-923-5522

3/6/2009

\$ 40,572.23

\$ 25,362.77

\$ 65,935.00

\$ -

\$ -

\$ 65,935.00

\$ 263,740.00

\$ 400.00

\$ (42,000.00)

\$ 222,140.00

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