

**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**DEPARTMENT:** Streets and Maintenance / Environmental Services

**AGENDA DATE:** July 12, 2016

**CONTACT PERSON/PHONE:** Ted Marquez, Streets and Maintenance Director, (915) 212-7000  
Ellen Smyth, Environmental Services Director, (915) 212-6060  
Bruce D. Collins, Purchasing & Strategic Sourcing Director, (915) 212-1181

**DISTRICT(S) AFFECTED:** ALL

**STRATEGIC GOAL:** NO. 6) Set the standard for sound governance and fiscal management

**SUBJECT:**

The Streets and Maintenance Department and Environmental Services Department request the approval of a purchase order to Heil of Texas and Longhorn International Trucks, LTD – Crane Carrier through the use of Buy Board Contracts 425-13 and 430-13 for two (2) rear load refuse trucks in the amount of \$558,376.00:

- Two (2) 2016 Crane Carrier LET2-46 Chassis from Longhorn International Trucks, LTD – Crane Carrier, Austin, TX from Buy Board Contract 430-13:
- Two (2) 2016 Dura Pak 5000 25 yd Rear Load Refuse Bodies from Heil of Texas, Austin, TX from Buy Board Contract 425-13:

CHASSIS / BODY TYPE	QUANTITY	VENDOR	CHASSIS COST
Crane Carrier LET2-46 Chassis	2	Longhorn International Trucks, LTD – Crane Carrier	\$355,078.00
Buy Board Fee			\$400.00
Dura Pak 5000 25 yd. Rear Load Refuse Body	2	Heil of Texas	\$202,498.00
Buy Board Fee			\$400.00
<b>Total</b>			<b>\$558,376.00</b>

**BACKGROUND / DISCUSSION:**

The city is currently in the process of replacing the old fleet through a Fleet Replacement Program. The program targets vehicles that have met their life expectancy and replaces them with vehicles that operate more efficiently and at a lower cost to the city. Local business is being supported.

**SELECTION SUMMARY:**

N/A

**PROTEST**

☒ There was no protest received for this requirement.

**PRIOR COUNCIL ACTION:**

Yes. Council previously approved similar purchase on May 12, 2015, Item 18.1.

**AMOUNT AND SOURCE OF FUNDING:**

Department: Environmental Services  
Total Estimated Award: \$558,376.00  
Funds Available: Dept: 334 Div: 34080 Acct: 580290 Fund: 3150 Program: P3484 Project: PESD00160  
Funds Source: Capital – Heavy Off Road Equipment

**BOARD / COMMISSION ACTION:**

N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

  
\_\_\_\_\_  
Ted Marquez, Streets and Maintenance Director

  
\_\_\_\_\_  
Ellen Smyth, Environmental Services Director

**COUNCIL PROJECT FORM  
(COOPERATIVE CONTRACT)**

\*\*\*\*\***POSTING LANGUAGE BELOW**\*\*\*\*\*

Please place the following item on the **CONSENT** agenda for the Council Meeting of **JULY 12, 2016**.

**STRATEGIC GOAL: NO. 6 Set the Standard for Sound Governance and Fiscal Management**

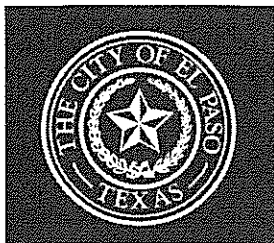
Request that the Director of the Purchasing & Strategic Sourcing Department be authorized to issue a Purchase Order(s) to Texan Waste Equipment, Inc. dba Heil of Texas by a contractor under Buy Board Cooperative Contract No. 425-13 (Load Refuse Body), for Two (2) 2016 Dura Pak 5000 25 yd. Rear Load Refuse Bodies. The City has made the determination that purchasing from this cooperative offers the most cost-effective pricing.

The participation by the City of El Paso in the Buy Board was approved by Mayor and City Council on August 21, 2007.

Department:	Streets and Maintenance
Award to:	Texan Waste Equipment, Inc. dba Heil of Texas San Antonio, TX
Total Estimated Award:	\$202,898.00 (for 2 units)
Account No.:	334-34080-580290-3150-P3484-PESD00160
Funding Source:	Capital – Heavy Off Road Equipment
District(s):	All
Reference No.:	2016-1078

This is a Cooperative, unit price contract.

\*\*\*\*\***ADDITIONAL INFO BELOW**\*\*\*\*\*



## Purchasing & Strategic Sourcing Department

**Mayor**  
Oscar Leeser

### Six (6) Factor Option Memo

**City Council**

*District 1*  
Peter Svarzbein

*District 2*  
Jim Tolbert

*District 3*  
Emma Acosta

*District 4*  
Carl L. Robinson

*District 5*  
Dr. Michiel R. Noe

*District 6*  
Claudia Ordaz

*District 7*  
Lily Limón

*District 8*  
Cortney C. Niland

**City Manager**  
Tommy Gonzalez

To: Bruce D. Collins, CPPO, Director  
Purchasing & Strategic Sourcing Department

From: Ted Marquez, Director  
Streets and Maintenance Department

Date: July 12, 2016

Signature: \_\_\_\_\_

Re: 2016-1078 Two (2) 2016 Dura Pak 5000 25 yd. Rear Load Refuse Bodies

The Department of Streets and Maintenance recommends authorizing the Purchasing Director to issue a purchase order for \$202,898.00 to Texan Waste Equipment, Inc. dba Heil of Texas. The Streets and Maintenance Department will utilize Buy Board Cooperative Contract 425-13 for the purchase of Two (2) 2016 Dura Pak 5000 25 yd. Rear Load Refuse Bodies.

The following are the factors used to evaluate the use of this procurement program as the best approach:

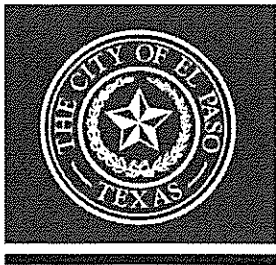
***1. Is there an urgent need for the product/service? In other words, is time of the essence?***  
Yes, we have several rear loaders that date back to 2005 which are currently being replaced. Older bodies pose a risk of constantly needs repairs, which negatively affects our mission. Maintenance on newer vehicle bodies is more cost efficient than working on older vehicles.

***2. Does the purchase through the Program promote the standardization of equipment?***  
This purchase will replace several of the same body types on routes. It will help in the standardization of ordering parts. This also allows for more efficient means of repairing vehicles, by streamlining the types of bodies and parts being repaired and used, thus easing the overall maintenance/inventory burden on fleet.

***3. Does the purchase through the Program support local business? If not, is there a comparable product/service available locally?***  
Yes, from the maintenance service side. The fleet will be serviced by local vendors.

***4. Do the available vendors have prior work experience and/or familiarity with the City?***  
Yes, there are currently several rear loaders from the vendor in our fleet.

Bruce D. Collins, CPPO  
City 1 | 300 N. Campbell Street | El Paso, Texas 79901 | (915) 212-0043



Department Name Goes Here

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*5. Is the pricing reasonable as compared to other similar products/work performed for the City of El Paso in the past or as quoted from other companies?* Yes the cost is comparative to other truck vendors.

*6. Is the proposed vendor on the City's wage theft data base?* No



## Quotation

Quote #:

Q-00898-2

Date:

3/29/2016 10:13

Expires On:

PM

9/30/2016

## Heil of Texas

3645 Morgan Bay  
El Paso, Texas, 79936

### Ship To

City of El Paso  
2 Civic Center Plaza  
El Paso, TX 79901-1153

### Bill To

City of El Paso  
2 Civic Center Plaza  
El Paso, TX 79901-1153

SALESPERSON	EXT	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Sean Wilson	x	seanwilson@heiloftexas.com		Net 30

\*\*\*Quote Includes the following Installed\*\*\*

- 5 Camera DVR System
- Zonar GPS System
- Body Decals (Design provided by customer)

QTY	PART #	PRODUCT NAME	DESCRIPTION
2.00		DP5000 25 Cubic Yard	

### Standard Options

- 3.94 yd<sup>3</sup> hopper
- Smooth side body construction
- Extra-duty 80,000 psi body
- Bolt-on ANSI rear riding steps
- Tailgate service props
- Remote mount cast iron roller bearing gear pump (less PTO)
- Chrome-plated cylinder rods
- Chrome-plated ejector cylinder sleeves
- Underbody mounted oil tank
- Level/temperature/sight gauge for hydraulic oil tank
- Oil suction shut-off valve
- 3-micron return line filter with magnetic trap and in-cab filter bypass monitor
- 140-micron suction line strainer
- Regenerative valve for fast packer and reload times
- Neutral safety switch for automatic transmissions only
- Right side buzzer controls
- Right side packer controls
- Backup alarm
- Backup and license plate light
- LED Center-mounted brake light
- LED Duplicate high and low mount stop, turn, and tail lights
- LED Mid-body turn signals
- Dual emergency stop buttons - one on each side of the tailgate
- LED FMVSS #108 clearance lights and reflectors

QTY	PART #	PRODUCT NAME	DESCRIPTION
		<ul style="list-style-type: none"> <li>• ICC reflective tape</li> <li>• Rear camera bracket and flood lights - reverse activated</li> <li>• Body undercoating</li> <li>• Customer's choice of one color finish paint</li> <li>• Standard 1-year (2,000 hours of operation) warranty</li> <li>• ANSI Z 245.1-1999 compliant</li> <li>• Cavity coat and joint sealer</li> </ul>	
2.00	DP5 001	Full Factory Mount for Eject Models	Full Factory Mount for Eject Models
2.00	DP5 007	Direct Mount Gear Pump - Not available on Mack Granite	Direct Mount Gear Pump - Not available on Mack Granite
2.00	DP5 010	Hot Shift PTO with Overspeed Protection	Hot Shift PTO with Overspeed Protection
2.00	DP5 015	Dual Hopper Work Light Kit - two lights - switch on tailgate	Dual Hopper Work Light Kit - two lights - switch on tailgate
2.00	DP5 017	Dual Work Lights Outside of Hopper	Dual Work Lights Outside of Hopper
2.00	DP5 018	Body Side Backing Assist Lights- reverse activated	Body Side Backing Assist Lights- reverse activated
2.00	DP5 020	Peterson Multi-Function (SMART) LED Strobe	Peterson Multi-Function (SMART) LED Strobe/Turn Lamps-includes LED light package for entire unit
2.00	DP5 022	Strobe Light, Amber- upper LH corner of tailgate- in cab switch	Strobe Light, Amber- upper LH corner of tailgate- in cab switch
2.00	DP5 029	Left Hand Buzzer Kit	Left Hand Buzzer Kit
2.00		Bayne Cart Tipper - Specify Model - Includes Controls, Valves, Plumbing, and Installation	Bayne Cart Tipper - Specify Model - Includes Controls, Valves, Plumbing, and Installation
2.00	DP5 041	Customer Installed Double Cart Tipper Kit - Bayne Bracket, Control Valve, Handle, Plumbing and Hose Kit	Customer Installed Double Cart Tipper Kit - Bayne Bracket, Control Valve, Handle, Plumbing and Hose Kit
2.00	DP5 052	DP 5000 H.D. Contractors Package	DP 5000 H.D. Contractors Package (includes 1/4" hopper floor, 3/16" hopper front face liner and tailgate spill troughs)
2.00	DP5 057	Body Side Access Door with Step & Grab	Body Side Access Door with Step & Grab
2.00	DP5 056	20 lb. Fire Extinguisher with Bracket	20 lb. Fire Extinguisher with Bracket
2.00	DP5 086	Five (5) Year (Maximum 10,000 hrs.	Five (5) Year (Maximum 10,000 hrs. of Operation) Cylinder Warranty

QTY	PART #	PRODUCT NAME	DESCRIPTION
		of Operation) Cylinder Warranty	
<b>TOTAL:</b>			\$202,898.00

Signature: \_\_\_\_\_

Effective Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Please sign and email to Sean Wilson at [seanwilson@heiloftexas.com](mailto:seanwilson@heiloftexas.com) or fax to

THANK YOU FOR YOUR BUSINESS!

## **TERMS AND CONDITIONS**

### **1. General**

No terms or conditions of Buyer's purchase order which is different from or in additions to Seller's terms and conditions set forth herein shall bind Seller unless expressly agreed to in writing by Seller's duly authorized representative. Buyer's acceptance of any offer made by Seller is expressly limited to the terms and conditions provided herein. Unless otherwise stated, Seller's quotation may be modified or withdrawn prior to acceptance, and in any event, shall expire after 30 days from its date. This order is not binding on TEXAN WASTE EQUIPMENT INC. dba HEIL OF TEXAS unit officially approved. The said machinery, equipment and/or parts are ordered and will be purchased subject to written contract only, and are not affected by any verbal representations of agreements, nor is this order subject to cancellation by the Purchaser without the Seller's consent.

### **2. Price and Payment**

(a) Price quoted herein are exclusive of all taxes. Any taxes levied or which may become due, and other charges or assessments made by any taxing authority in connection with this contract or the sale, except those measured by Seller's net income, shall be expense of the Buyer and shall be payable to Seller at or before such tax or other amount is due. When Buyer is entitled to exemption from any tax, Buyer shall furnish Seller with a tax exemption certificate acceptable to the taxing authorities.

(b) Interest at the rate of one and one-half per cent (1.5%) per month (18% per annum), or the maximum lawful rate allowable, will be charged, whichever is less, on all past due invoices. The undersigned agrees to pay all expenses, charges, costs and fees, including, without limitation, attorney's fees and expenses, of any nature whatsoever paid or incurred by, or on behalf of TEXAN WASTE EQUIPMENT INC. dba HEIL OF TEXAS, in connection with any collection action brought hereunder. The invalidity of all or any part of any provision of this Agreement shall not render invalid the remainder of such provision or any other part of this Agreement.

(c) TEXAN WASTE EQUIPMENT dba HEIL OF TEXAS, shall retain ownership of and title to the above machinery, equipment and parts covered by this order until fully paid for in cash and until any note given in evidence of indebtedness, and any renewals thereof, have been fully paid. If any such note is not paid in full at its maturity, all other notes and obligations given in evidence of indebtedness hereof shall at once become due, and the said TEXAN WASTE EQUIPMENT dba HEIL OF TEXAS, shall have the right to take possession of said machinery wheresoever it may be situated and sell the same pursuant to the conditional sales statutes of the State of Texas.

### **3. Delivery**

(a) If within 5 days after receipt of the goods, Buyer fails to notify the Seller in writing of any non-conforming goods, Buyer shall be deemed to have accepted the goods delivered.

(b) Deliveries dates are estimated and not guaranteed by Seller and, in any event are conditioned upon receipt of all specifications and other data required to be furnished by the Buyer.

(c) If shipment or delivery is delayed because of an act or omission of the Buyer, payment shall be due upon notification by Seller that goods are ready for shipment. Buyer shall pay any additional charges including, but not limited to, cost of storage, handling, and insurance.

### **4. WARRANTY AND LIMITATIONS OF LIABILITY**

EXPRESS WRITTEN WARRANTY PROVIDED BY THE MANUFACTURER OF THE EQUIPMENT DESCRIBED IN THIS QUOTATIONS IS GIVEN IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM DEFECTIVE GOODS, SELLER'S NEGLIGENCE, BREACH OF WARRANTY OR CONTRACT, OR CLAIMS BASED UPON STRICT LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES COMMERCIAL IN NATURE.

### **5. Delays**

Sellers shall not be liable for the failure or delay in performance of any term, condition, or obligation hereunder due to any cause beyond the Seller's control, including but not limited to Acts of God, acts of the Buyer, war, insurrections or riots, fires, floods, accidents, acts, order or regulations of any government, inability to obtain necessary materials, services or facilities, strikes or other labor troubles.

### **6. Development Changes**

Changes in design, specifications, construction or materials, may be made at Seller's discretion, and without Buyer's consent, where such changes do not materially affect price, delivery or guaranteed performance (if any) of the goods, or make unusable any other item of goods furnished hereunder.

#### **7. Termination**

No order may be terminated without Seller's written consent. Upon any termination Buyer shall pay reasonable termination charges, including but not limited to, manufacturing and sales costs, overhead, cost or goods and profit.

#### **8. Miscellaneous**

This agreement shall be binding upon the successors and assigns of the parties. If any provision herein is found to be invalid as a matter of law or by public policy, it shall be considered severed from the remainder of the provisions which shall remain in full force and effect. This agreement shall be governed by the law of the State of Texas.

ALL PRICES SUBJECT TO ANY APPLICABLE FEDERAL OR STATE TAXES AND TITLING FEES. QUOTE SUBJECT TO REVISION AFTER 15 DAYS.

NOTE: Please read carefully. This quote becomes a sales order if signed by customer. Your order will be processed as written! Notify of any changes needed within five (5) days of signing. Financing available, subject to credit approval. I have read and understand the terms and conditions on this Order.

X \_\_\_\_\_  
Customer Approval to Process Order

\_\_\_\_\_  
Date

Thank you for the opportunity to earn your business!