



## SOLID WASTE MANAGEMENT DEPARTMENT

**INVITATION FOR BIDS NO: 6100019427**

**DIAMOND Z HORIZONTAL GRINDER**

**Date Issued: December 11, 2025**

The City of San Antonio is offering the item(s) of surplus, or salvage property listed on the Price Schedule below for sale (hereafter referred to as “Equipment”):

### **A. INSTRUCTIONS TO BIDDERS:**

1. **Due Date for Bids.** Bidders must submit electronic bids. All bids must be received no later than 10:00 a.m. central time, **January 16, 2026**, at the link below. Any bid received after this time shall not be considered.
2. Online submission:  
Online submission will be utilized via SAePS at:  
<https://supplierservice.sanantonio.gov/irj/portal>

Hard fax or emailed copies of proposals will not be accepted.

**A Pre-Submittal Conference is scheduled for December 18, 2025, at 10:00 a.m. Central Time. The conference will be held virtually via WebEx. While attendance at the Pre-Submittal Conference is optional, we highly encourage prospective vendors to participate.**

**You can join the WebEx or call in to the meeting using the instructions provided below:**

Join by Phone: 1-415-655-0001 (Toll-free Dial-In)  
Meeting number (access code): 2337 087 8099  
Meeting password: COSA

Join from the meeting link:

<https://sanantonio.webex.com/sanantonio/j.php?MTID=mdbe647ca9aad0e28284b9792ca0c291d>

### **Site Visit:**

Prospective vendors are invited to attend a site visit on December 19th, 2025, at 10:00 a.m. Central Time, located at Bitters Brush Recycling facility 1800 Wurzbach Parkway, San Antonio, TX 78216. Attendance at the site visit is optional but highly encouraged.

To ensure the safety of all attendees during the in-person pre-submittal conference and/or at the site visit, all vendors must follow the guidelines outlined below:

3. Vendors interested in attending the site visit in person must RSVP by December 18, 2025, at 3:00 PM Central Time via email to [gilbert.flores2@sanantonio.gov](mailto:gilbert.flores2@sanantonio.gov)

4. All attendees must check in with the City's procurement staff member upon arrival to sign in.

Staff Contact Person: Gilbert Flores, Procurement Specialist II, 210-207-8670,  
[gilbert.flores2@sanantonio.gov](mailto:gilbert.flores2@sanantonio.gov)

5. The contract will be awarded to the highest responsible bidder whose bid, conforming to the Invitation for Bids, is most advantageous to the City.
6. CITY reserves the right to reject any and all bids.
7. The Equipment is located at SWMD's Bitters Brush Recycling facility at 1800 Wurzbach Parkway San Antonio, Texas. Note, however, that City shall not be bound by verbal representations about the quality of the Equipment.
8. If Bidder fails to complete the sale as required herein, the City reserves the right to award the bid to the next to the highest responsive bidder. All bids shall remain firm for a period of 90 days from the Due Date for bids.
9. Bidder must remit sales and use tax to City at the time of payment unless bidding is exempt. Bidders claiming an exemption from the payment of sales and use taxes in connection with the purchase of the Equipment must include a copy of a valid completed and fully executed exemption certificate with its bid.

## **B. TERMS AND CONDITIONS OF BIDS**

1. The successful bidder shall make payment by cash or cashier's check in the full amount of the bid total within five (5) working days of notification of award. Checks shall be made payable to the City of San Antonio.
2. The title of the equipment remains with City until payment is received and equipment removed.
3. Bidder shall remove the Equipment from City, using bidder's own labor, material, and tools, within 30 days after notification of award. City personnel and equipment will not be available to perform these functions. Removal of equipment must be performed between the hours of 8:00 A.M. and 3:00 P.M., Monday through Friday, City holidays excluded.

4. CITY is selling and Bidder agrees to purchase all equipment "as-is", "where is", with no warranties, either implied or express.

**EQUIPMENT IS BEING SOLD AS-IS WITHOUT WARRANTY OF ANY KIND AND CITY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE CITY OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF CITY'S OBLIGATIONS HEREUNDER, AND BIDDER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.**

## 5. INDEMNIFICATION

BIDDER covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of 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 CITY directly or indirectly arising out of, resulting from or related to BIDDER'S activities under this Agreement, including any acts or omissions of BIDDER, any agent, officer, director, representative, employee, consultant or subcontractor of BIDDER, 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 BIDDER 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 CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Bidder agrees to indemnify, defend, and hold City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

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. BIDDER shall advise CITY in writing within twenty-four (24) hours of any claim or demand against CITY or BIDDER known to BIDDER related to or arising out of BIDDER's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at BIDDER's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving BIDDER of any of its obligations under this paragraph.

6. The City may cancel this contract at any time after awarding cause or convenience upon written notice to Bidder, prior to Bidder taking possession of the Equipment. The city shall have no liability for costs incurred by Bidder prior to or due to cancellation.
7. Bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the Procurement Department. Any such assignment without prior approval shall be void ab initio.
8. This Contract, together with its 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.
9. State Prohibitions on Contracts:

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

#### Prohibition on Contracts with Companies Boycotting Israel.

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

#### Prohibition on Contracts with Companies Boycotting Certain Energy Companies.

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

#### Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries.

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

#### Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited.

Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Vendor hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Vendor's certification. If found to be false, or if Vendor is identified on such list during the course of its contract with City, City may terminate the Contract for material breach.

10. BIDDER/BUYER shall maintain insurance for liability claims and causes of action to meet their statutory obligations for their employees' acts, negligence and/or malpractice. BIDDER/BUYER agrees to indemnify the City from any claims that may arise from this contract and will provide insurance to protect their property and support their insurance claims. BIDDER/BUYER will accept liability for claims that result from hired subcontractors.

**PRICE SCHEDULE**

<b>Item</b>	<b>Quantity</b>	<b>Description</b>	<b>Bid Amount (Price per Unit)</b>
<b>1</b>	<b>1</b>	Diamond Z Horizontal Grinder model # DZH7000 serial # 1R9FX463XWC722044	<b>\$</b>

The undersigned, by their signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the foregoing Invitation for Bid for DIAMOND Z HORIZONTAL GRINDER, which is fully incorporated herein, and for the amounts shown. By signing below, Bidder certifies that Bidder has read the entire Invitation for Bid, including any and all Specifications, Special Provisions, and attachments hereto, and agreed to the terms herein.

Business Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signer's Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign Bid

