

ORDINANCE

2021-01-14-0001

APPROVING A CONTRACT WITH SIDDONS-MARTIN EMERGENCY GROUP, LLC, TO PROVIDE THE SAN ANTONIO FIRE DEPARTMENT WITH UP TO FOUR WILDLAND BRUSH FIRE TRUCKS FOR A TOTAL ESTIMATED COST OF \$960,828.00. FUNDING IN THE AMOUNT OF \$720,221.00 IS AVAILABLE FROM THE FY 2021 EQUIPMENT RENEWAL AND REPLACEMENT FUND BUDGET FOR THREE TRUCKS, AND \$240,607.00 IS AVAILABLE FROM THE 2019 ASSISTANCE TO FIREFIGHTERS GRANT FOR AN ADDITIONAL TRUCK.

* * * * *

WHEREAS, an offer was submitted by Siddons-Martin Emergency Group, LLC, to provide up to four wildland brush fire trucks for a total estimated cost of \$960,828.00 through September 30, 2021, using the Texas Local Government Purchasing Cooperative (a.k.a. the "Buyboard") cooperative contract number 571-18; and

WHEREAS, the San Antonio Fire Department will use these lighter, smaller, and more agile, four-wheel drive firefighting trucks to respond to emergencies in remote areas that are not accessible by conventional Type 1 fire engines to combat wildland brush fires; 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 offer submitted Siddons-Martin Emergency Group, LLC, to provide up to four wildland brush fire trucks for a total estimated cost of \$960,828.00 through September 30, 2021 for the San Antonio Fire Department is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. The bid tabulation and contract are attached hereto and incorporated herein for all purposes as **Exhibit I**.

SECTION 2. Funding for this ordinance in the amount of \$720,221.00 is available in Fund 72001000, Cost Center 3503200001 and General Ledger 5709080 and 5201040 as part of the Fiscal Year 2021 Adopted Budget approved by City Council.


SECTION 3. Additional funding in the amount of \$240,607.00 is contingent upon specific grant funds availability within Fiscal Year 2021.

SECTION 4. Payment in the amount up to \$960,828.00 is authorized to Siddons-Martin Emergency Group, LLC, and should be encumbered with a purchase order.

SECTION 5. The financial allocations in this ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this ordinance.

SECTION 6. This ordinance is effective immediately upon passage by eight or more affirmative votes; otherwise, it is effective on the tenth day after passage.

PASSED and APPROVED this 14th day of January, 2021.




M A Y O R
Ron Nirenberg

ATTEST:

APPROVED AS TO FORM:



Tina J. Flores, City Clerk



Andrew Segovia, City Attorney



City of San Antonio

City Council

January 14, 2021

Item: 5

File Number: 20-6968

Enactment Number:

2021-01-14-0001

Ordinance approving a contract with Siddons-Martin Emergency Group, LLC, to provide the San Antonio Fire Department with up to four Wildland Brush Fire Trucks for a total estimated cost of \$960,828.00. Funding in the amount of \$720,221.00 is available from the FY 2021 Equipment Renewal and Replacement Fund Budget for three trucks, and \$240,608.00 is available from the 2019 Assistance to Firefighters Grant for an additional truck. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance]

Councilmember John Courage made a motion to approve. Councilmember Melissa Cabello Havrda seconded the motion. The motion passed by the following vote:

Aye: 11 Nirenberg, Treviño, Andrews-Sullivan, Viagran, Rocha Garcia, Gonzales, Cabello Havrda, Sandoval, Pelaez, Courage and Perry

LC
01/14/21
Item No. 5

Exhibit I

**City of San Antonio
Bid Tabulation**

Exhibit I

Opened: November 16, 2020			
For: SAFD-Wildland Brush Fire Apparatus Vehicles			
6100013450		SC	BuyBoard
		Siddons-Martin Emergency Group 1362 E. Richey Rd. Houston, TX 77073 512-848-5847	
Item	Description	Quantity	
1	Ram D5500 Crew Cab, SRW, 4x4 w/Skeeter Body Price Each Price Total Year, Make & Model of Truck Specific Make & Model of Engine Truck Warranty Truck Warranty Service Provider Facility Name & Address	4	\$239,807.00 \$959,228.00 2021 Dodge 5500 Cummins 6.7 Turbo Diesel 12 Months Siddons-Martin Emergency Group-Kirby Facility, 5511 Binz Engleman Rd., Kirby, TX 78219
2	Cooperative Fee Price per purchase order Price Total Delivery Payment Terms	2	\$800.00 \$1,600.00 365 Days Net 30
Estimated Total			\$960,828.00
Estimated Total Award			\$960,828.00



CITY OF SAN ANTONIO
FINANCE DEPARTMENT - PURCHASING DIVISION

FORMAL REQUEST FOR OFFER ("RFO") NO.: 6100013450

SAFD-PURCHASE OF WILDLAND BRUSH FIRE APPARATUS VEHICLES

Date Issued: NOVEMBER 5, 2020

RESPONSES MUST BE RECEIVED NO LATER THAN:
10:00 AM, CENTRAL TIME, NOVEMBER 16, 2020

Responses may be submitted by any of the following means:
Electronic submission through the Portal

Bid Bond: None Performance Bond: None Payment Bond: None Other: None

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: None DBE / ACDBE Requirements: None

See Instructions for Offerors and Attachments sections for more information on these requirements.

Pre-Submittal Conference * NO

Staff Contact Person: STEPHANIE CRIOLLO, PROCUREMENT SPECIALIST III, P.O. Box 839966, San Antonio, TX
78283-3966

Email: STEPHANIE.CRIOLLO@SANANTONIO.GOV

SBEDA Contact Information: None

002 - TABLE OF CONTENTS

002 - TABLE OF CONTENTS..... 2
003 - INSTRUCTIONS FOR OFFERORS 3
004 - SPECIFICATIONS / SCOPE OF SERVICES 9
005 - SUPPLEMENTAL TERMS & CONDITIONS 13
006 - GENERAL TERMS & CONDITIONS 17
007 - SIGNATURE PAGE 22
008 - STANDARD DEFINITION..... 23
009 - ATTACHMENTS 24

003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

Submission of Electronic Offers Through the Portal. Submit one offer electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Submission of Offers by Email. Submit one document by email to the Staff Contact Person, by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected.

Modified Offers. Offers may be modified provided such modifications are received prior to the time and date set for submission of offers, and submitted in the same manner as original offers. For electronic offers submitted through the portal, a modified offer will automatically replace a prior offer submission. See below for information on submitting Alternate Offers.

City shall not be responsible for lost or misdirected offers or modifications.

For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes. Offers sent by fax must be manually signed prior to submission. Offers sent by email must be a PDF document reflecting a manual signature.

For offers submitted through the portal, Offerors are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Offeror being held liable for the submission.

Certified Vendor Registration Form. If Offeror has not completed City's Certified Vendor Registration (CVR) Form, Offeror is required to do so prior to the due date for submission of offers. The CVR form may be accessed at: <http://www.sanantonio.gov/purchasing>. Offerors must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

Alternate Offers. Alternate offers may be allowed at the sole discretion of City.

Electronic Alternate Offers Submitted Through the Portal. All alternate offers are recorded with original offers when submitted electronically.

Email Alternate Bids. Alternate bids submitted by email must include a cover letter identifying the submission as an alternate bid. Each alternate bid must be designated as Alternate Bid No. 1, 2, etc. Failure to follow instructions may result in rejection of a bid.

Catalog Pricing. (This section applies to offers using catalog pricing, unless this is a cooperative purchase.)

The offer will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price schedule.

Offerors shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which an offer is submitted. Offeror shall provide said catalog at the time of submission of its offer. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for offers submitted on paper, or PDF file for offers submitted electronically.

Offerors may submit price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date and price schedule. These price lists are subject to approval of City's Purchasing & General Services Department.

Specified items identified herein, if any, are for overall offer evaluation and represent the commonly and most used items. Net prices entered for those specified items must reflect the actual price derived from quoted price list less all discounts offered.

Restrictions on Communication.

Offerors are prohibited from communicating with: 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFO or offers from the time the RFO has been released until the contract is posted for consideration as a City Council agenda item during a meeting designated as an "A" session; and 2) City employees from the time the RFO has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the restrictions on communication with City employees include:

Offerors may ask verbal questions concerning this RFO at the Pre-Submittal Conference.

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Offerors may provide responses to questions asked of them by the Staff Contact Person after responses are received. The Staff Contact Person may request clarification to assist in evaluating the Offeror's response. The information provided is not intended to change the offer response in any fashion. Such additional information must be provided within two business days from City's request.

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Offerors are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received prior to the conference may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. Call the Staff Contact Person for information on the location of the wheelchair accessible entrance, or to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on City.

Changes to RFO.

Changes to this RFO made prior to the offer due date shall be made directly to the original RFO. Changes are captured by creating a replacement version each time the RFO is changed. It is Offeror's responsibility to check for new versions until the offer due date. City will assume that all offers received are based on the final version of the RFO as it exists on the day offers are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFO.

Preparation of Offers.

All information required by the RFO must be furnished or the offer may be deemed non-responsive and rejected. Any ambiguity in the offer as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of City.

Correct Legal Name. If Offeror is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the offer may be rejected.

Line Item Offers. Any offer that is considered for award by each unit or line item, must include a price for each unit or line item for which Offeror wishes to be considered. All offers are awarded on the basis of low line item, low total line

items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

All or None Offers. Any offer that is considered for award on an "all or none" basis must include a price for all units or line items. In an "All or None" offer, a unit price left blank shall result in the offer being deemed nonresponsive and disqualified from consideration. An "All or None" offer is one in which City will award the entire contract to one offeror only.

Delivery Dates. Proposed delivery dates must be shown in the offer form where required and shall include weekends and holidays, unless specified otherwise in this RFO. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the offer. Special delivery instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order.

Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Offerors must not include such taxes in offer prices. An exemption certificate will be signed by City where applicable upon request by Offeror after contract award.

Samples, Demonstrations and Pre-award Testing. If requested by City, Offeror shall provide product samples, demonstrations, and/or testing of items offered to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City's request. Failure to comply with City's request may result in rejection of an offer. All samples (including return thereof), demonstrations, and/or testing shall be at Offeror's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Estimated Quantities for Annual Contracts.

Designation as an "annual" contract is found in the contract's title on the Cover Page of this document. The quantities stated are estimates only and are in no way binding upon City. Estimated quantities are used for the purpose of evaluation. City may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

Offerors shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

Offerors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this RFO. No plea of ignorance by Offeror will be accepted as a basis for varying the requirements of City or the compensation to Offeror.

Confidential or Proprietary Information. All offers become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Offeror should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Offeror may not be considered confidential under Texas law, or pursuant to a Court order. Pricing shall not be considered proprietary or confidential.

Costs of Preparation. Offeror shall bear any and all costs that are associated with the preparation of the Offer, attendance at the Pre-Submittal conference, if any, or during any phase of the selection process.

Rejection of Offers.

City may reject any and all offers, in whole or in part, cancel the RFO and reissue the solicitation. City may reject an offer if:

Offeror misstates or conceals any material fact in the offer; or

The offer does not strictly conform to law or the requirements of the offer;

The offer is conditional; or

Any other reason that would lead City to believe that the offer is non-responsive or Offeror is not responsible.

City, in its sole discretion, may also waive any minor informalities or irregularities in any offer, such as failure to submit sufficient offer copies, failure to submit literature or similar attachments, or business affiliation information.

Changes to Offer Form. Offers must be submitted on the forms furnished. Offers that change the format or content of City's RFO may be rejected.

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Written notice of withdrawal shall be provided to the Staff Contact Person. Offers submitted electronically may be withdrawn electronically.

Evaluation and Award of Contract.

City reserves the right to make an award on the basis of City's best interests. Award may also be made based on low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

A written award of acceptance and Purchase Order furnished to Offeror results in a binding contract without further action by either party. Offeror must have the Purchase Order before making any delivery.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

Inspection of Facilities/Equipment. Depending on the nature of the RFO, Offeror's facilities and equipment may be a determining factor in making the offer award. All Offerors may be subject to inspection of their facilities and equipment.

Prompt Payment Discount.

Provided Offeror meets the requirements stated herein, City shall take Offeror's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the offer price, either per line item or total offer amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in offer evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the offer price during offer evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

Prohibited Financial Interest.

The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in § 2-42 and § 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with City. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- A City officer or employee; his or her spouse, sibling, parent, child, or other family member within the first degree of consanguinity or affinity;
- An entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10% or more of the voting stock or shares of the entity, or 10% or more of the fair market value of the entity; or
- An entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

By submitting a proposal, Respondent warrants and certifies, and a contract awarded pursuant to this RFO is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City.

State of Texas Conflict of Interest.

Questionnaire (Form CIQ). 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 Form CIQ with the City Clerk if those persons meet the requirements under §176.006(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

<https://ethics.state.tx.us/forms/conflict/>

In addition, please complete the **City's Addendum to Form CIQ (Form CIQ-A)** and submit it with Form CIQ to the Office of the City Clerk. The Form CIQ-A can be found at:

<http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf>

When completed, the CIQ Form and the CIQ-A Form should be submitted together by mail to the Office of the City Clerk. Please mail to:

Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

Certificate of Interested Parties (Form 1295)

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Print and sign your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert "City of San Antonio". Where requested to provide the contract number, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234).

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency. (NOTE: The City of San Antonio should never be listed as the "Business entity".)

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

"Interested party" means: 1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

"Intermediary," for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person's participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

Publicly traded business entities, including their wholly owned subsidiaries, are exempt from this requirement and are not required to submit Form 1295.

004 - SPECIFICATIONS / SCOPE OF SERVICES

- 4.0 The City of San Antonio is seeking an offer to acquire Wildland Fire Apparatus trucks on an annual contract basis. Said trucks shall be a Skeeter Brush Apparatus (400 gallons/200 GPM pump) mounted on a Crew Cab, SRW, 4x4, Type 5 Ram 5500 Trucks. This purchase will replace vehicles #8586, #8587, and #8588 used by the San Antonio Fire Department and supply an anticipated fourth truck on or before 9/30/2021.

Also included are supplemental specifications for vehicle make-ready, including light bar, sirens, and console controls. This contract is for a turn-key complete vehicle with the specifications provided herein. This vehicle will be used exclusively by uniformed personnel for direct public safety initiatives.

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

4.1.1 City of San Antonio reserves the right to increase or decrease quantity of vehicles being purchased up to the production "cut-off" date submitted on the bid for the particular item, 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. Vendor is required to notify the City of all production "cut-off" dates necessary for order submission. Vehicle must be year model 2020 or newer.

4.1.2. All components shall be new, unused, standard production model, and equipment is to be serviced in accordance with manufacturer's recommended pre-delivery check list, and ready for operation upon delivery, and shall include all manufacturers' standard equipment, unless otherwise specified or replaced herein. Equipment offered under the below listed specifications will be considered unacceptable if for any reason its long term availability on the U.S. Market or in the local area is in doubt.

4.1.3 All items bid must include the maximum standard manufacturer's warranty available, including both parts and labor, for all components and attachments. All warranties must be for a minimum period of twelve months. The warranty shall begin on the date the vehicle is placed in service, not on the delivery date. Vendor shall attach a copy of the manufacturer's warranty to Vendor's bid. City will notify Vendor by letter of the in-service date for each item by serial number. Such parts and service must be available within Bexar County from and by a factory authorized dealer. Bids submitted by dealers located outside Bexar County must include bidder's signed agreement with a factory authorized dealer located within Bexar County, providing warranty, parts and service for items bid.

4.1.4. Delivery: All deliveries are to be made inside the City limits of San Antonio. Vendor must deliver equipment to the following address:

City of San Antonio,
Southeast Service Center,
1318 SE Loop 410, BLDG 6, Gate 5
San Antonio, TX 78220
Attn: Acquisitions

4.1.5. Delivery to a non-specified location will result in non-acceptance of the equipment by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS. Vehicles will be accepted 8:00 A.M. to 3:00 P.M. CST. Vehicles with more than 1000 miles accumulated on the odometer will not be accepted. All vehicles are required to have a full tank(s) when delivered to City specified location.

4.1.6 Vehicles will be anticipated for quick delivery. Upon contract award, vendor shall provide written acknowledgement of order placement and supply copy of build sheet and guaranteed delivery date of completed unit. A 30 day or longer delay may cause cancelation of order at the ordering department's discretion. Electrical wiring schematics that include lighting and air conditioning systems for body shall be provided at time of delivery. Electrical wiring schematics shall be provided in paper and electronic format.

4.1.7. Literature and Equipment Manuals – Vendor shall furnish four complete sets per vehicle type, of the following: Parts Manual, Maintenance Manual, Service Manual, and Operators Manual or USB driver per model of all equipment, accessories, and components. Vendor shall furnish four complete sets of detailed literature and specifications of each vehicle type upon contract award.

4.1.8 Vehicles shall be delivered with dealer temporary license plates/tags, invoice with reference to the purchase order, State of Texas Vehicle Inspection Report in the glove box, a Manufacturer's Statement of Origin, vehicle

weight slips, Incomplete Vehicle Certificates, and completed TX DMV form 130-U for vehicles with GVWR over 11,000lbs. Omission of any of these items shall delay payment and acceptance. Vehicles supplied with GVWR of 11,000 lbs. or less must include registration fees in final bid price; and coordinate exempt license plate application and registration with Building & Equipment prior to submission to the State of Texas and/or local tax assessor collector office.

4.1.9 Prebuild/Final Meeting: A meeting will be held with the fire department apparatus committee prior to start of any wiring or construction to review and clarify all installations. This will take place at a mutually agreed upon time. Once units are complete the vendor will schedule a final review of the vehicles prior to delivery. Final review will be performed within seven business days of notification as to not delay delivery.

4.1.10 All bodies and components in this bid must be installed in accordance with the appropriate complete Vehicle Data Manual. Certification of compliance must be posted on the left door post of the vehicle. Except for manufacturer's data plates (maximum 4" x 6"), vendor or manufacturer's identifying markings (decals and plates) shall not be applied to the vehicle or mounted components. Installation must be completed in compliance with Federal Motor Vehicle Department of Transportation Standards and Texas State Highway requirements. Installation of body and accessories on City furnished vehicles must be accomplished by drilling holes in the frame. Welding on or cutting of frame is not authorized forward of the rear spring hanger or support. Vendor is responsible for the relocation of any truck components to facilitate installation of the body and equipment. Such relocation must be included as part of the basic bid. No dealership nameplates, markings or decals will be permitted on the vehicle.

4.1.11 Convenience Features: Vehicle shall be equipped with power adjustable steering seats; intermittent wipers; automatic-off headlights. Vehicle must be equipped at minimum with the factory Air Conditioning/Heater/Defroster (maximum capacity cooling system offered by manufacturer), full headliner, minimum OEM AM/FM radio, integrated wireless phone capabilities, power steering, power ABS brakes, power windows, power door locks, and manual tilt steering wheel. All units shall be equipped with steering column mounted gear selector, unless otherwise specified. Unit shall have a minimum three keyless remotes (fobs) and shall have a minimum of three sets of keys, unless vehicle utilizes a push button ignition system, then a minimum of three keyless remote fobs are required.

4.1.12 Truck shall meet FFPA 1906 standards for Wildland Fire Apparatus for Stability, Roadability, Carrying Capacity, and Pump-and-Roll.

4.1.13 All accessories and equipment shall be OEM. All equipment provided must be rated by the manufacturer as low emission on all models available.

4.1.14 Any diesel engine being bid must conform to latest NOx EPA and GHG emission standard in effect at the time of offer. Vendor must supply a copy of the latest Emissions Certificate of Conformity for the vehicles bid. Only engines using selective catalytic reduction (SCR) technology will be accepted.

4.1.15 SILENCE OR ERROR OF SPECIFICATIONS: The apparent omission or error of specification as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practice is to prevail and only the material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the awarded respondent.

4.2	ITEM	QUANTITY	DESCRIPTION
	1	4	Ram D5500 Crew Cab, SRW, 4x4 w/ Skeeter Body
	4.2.1		Model: SL Cab and Chassis
	4.2.2		GVWR: 19,000 pounds
	4.2.3		WHEELBASE: 172.2" with 60" Cab to axle
	4.2.4		BUMPER AND GRILLE: Black
	4.2.5		FRONT AXLE: 7,250# front axle, 7,250# front suspension package, stabilizer bar, front shock
	4.2.6		FRONT TIRES: Two (2) front tires shall be 225/70R19.50, radial all weather highway tread
	4.2.7		FRONT WHEELS: Two (2) 19.50" x 6.00" steel disc, ten (10)-hole pattern steel disc wheels, GRAY

- 4.2.8 REAR AXLE AND SUSPENSION: 13,500# wide track rear axle, 13,500# suspension package, stabilizer bar, limited slip with 4.88 gears
- 4.2.9 REAR TIRES: Four (4) 225/70R19.50 all weather type radial tires
- 4.2.10 REAR WHEELS: Four (4) 19.50" x 6.00" steel disc, ten (10)-hole pattern steel disc wheels, GRAY
- 4.2.11 BRAKING SYSTEM: Four (4) wheel disc brake system with an Anti Lock (ABS)
- 4.2.12 ENGINE: Cummins 6.7 turbo-charged diesel
 - a. Number of Cylinders: Six (6) "I6" configuration
 - b. Displacement: 6.7 liters
 - c. Rated Brake Horsepower: 305 at 2800 rpm
 - d. Torque: 610 ft lbs
 - e. Turbocharger
 - f. Urea Exhaust Treatment Supplement
- 4.2.13 COOLING SYSTEM: A coolant mixture protected to -30 degrees Fahrenheit
- 4.2.14 EXHAUST SYSTEM: Horizontally mounted, discharge on passenger's side of wheels
- 4.2.15 FUEL TANK: 52 gallon rear mounted, driver's side filler extension
- 4.2.16 TRANSMISSION: Six speed automatic
- 4.2.17 STEERING: Power steering system
- 4.2.18 BATTERIES: Two (2) 78 amp-hr 730CCA 12-volt batteries
- 4.2.19 ALTERNATOR: Single 180 amp 12 volt
- 4.2.20 CAB CONSTRUCTION: SL Series four (4) door steel construction, sun visors, tinted glass, roof clearance lights, grab handles
- 4.2.21 MIRRORS: manual telescope fold-away in/out for view.
- 4.2.22 CAB PAINT: Single color, Red
- 4.2.23 SAFETY: Air bags front
- 4.2.24 CLIMATE CONTROLS: Controls for heat, defroster, and air conditioning
- 4.2.25 WINDOW AND DOOR CONTROLS: Windows and locks shall be electric powered
- 4.2.26 CAB INSTRUMENTS: Standard type, four (4) rocker switches
- 4.2.27 DRIVERS & PASSENGER SEAT: Vinyl bucket type seats with three (3) point safety harness
- 4.2.28 PRINTED MANUALS: One (1) printed chassis operation manual
- 4.2.29 CAB ACCESSORIES: Radio, two radio speakers and antenna
- 4.2.30 WARRANTY: Entire Vehicle: 3 year/36,000 miles
 - a. Engine: 5 year/100,000 miles
 - b. Drivetrain: 5 year/100,000 miles
- 4.2.31 CHASSIS LIFT KIT: A 6" heavy duty, 4 link, off road suspension lift kit with heavy-duty off road shocks shall be installed on the chassis. The system is designed to significantly increase wheel travel, in addition to giving the chassis increased ground clearance.

- 4.2.32 FRONT & REAR SUPER SINGLE TIRES AND WHEELS: The front and rear tires will be 335/80R20 22PR, severe service radial all terrain tread. The tire weight rating shall be load range "M", and match the wheel rating. Wheels for the front and rear axles will be 20" x 11.00" steel disc, ten (10)-hole pattern special order for Military/Government off road application. The weight rating of the wheels will be 6,750# each.
- 4.2.33 SPARE SUPER SINGLE TIRE & WHEEL: One (1) spare wheel and tire shall be 335/80R20 22PR, severe service radial all terrain tread. The tire weight rating shall be load range "M", and match the wheel rating. Wheel for the spare shall be 20" x 11.00" steel disc, ten (10)-hole pattern special order for Military/Government off road application. The weight rating of the wheel will be 6,750# each.
- 4.2.34 MOUNTING SPARE TIRE & WHEEL: The spare tire and wheel shall be mounted on top of the water tank. An aluminum plate shall be installed with a mounting assembly for the wheel and tire.
- 4.2.35 REAR MUD FLAPS: The chassis shall be supplied with mud flaps with the manufacturer's logo. The mud flaps shall be installed behind the rear wheels.
- 4.2.36 FRONT BUMPER: The factory bumper shall be removed and replaced with a custom fabricated, heavy duty aluminum bumper and grille guard. A receiver hitch shall be installed at the front of the apparatus below the front bumper. The bumper assembly shall be winch ready.
- 4.2.37 FRONT BUMPER SKID PLATE: A .250" aluminum skid plate will be installed from the bumper area extending below the bumper extension and chassis radiator area.
- 4.2.38 TRANSFER CASE/EXHAUST CANISTER SKID PLATE: A removable heavy .250" aluminum skid plate assembly shall be installed to protect the transfer case and DPF exhaust canister.
- 4.2.39 CAB STEPS: The cab shall be equipped with steel step assemblies, on each side of the cab. There shall be four (4) stirrup steps mounted two (2) each side on the cab steps. They shall be installed in the best location to allow easy access to the cab.
- 4.2.40 CUSTOM FABRICATED CONSOLE & SWITCH PANEL: A custom fabricated poly (plastic) electrical console and enclosure shall be located between the driver's and passenger's seats. It shall house the siren, switches, cup holder, and auxiliary equipment.
- 4.2.41 FRONT RECEIVER: The front of the chassis shall be equipped with one (1) square steel tube receiver assembly for high or low angle rescue or winch applications. It shall be the same size as a Class III trailer hitch and shall be attached to the chassis frame and bumper extension assembly. The receiver shall be rated at approximately 10,000#.
- 4.2.42 WINCH POWER SUPPLY: A 400 amp 12 volt industrial series solenoid shall be installed to supply power to the winch. The solenoid shall be switched by the upfitter switch.
- 4.2.43 WINCH –FRONT MOUNTED: A Warn Winch Company Model 16.5ti PN68801 16,500# capacity 12-volt electric powered winch shall be permanently installed at the front center bumper extension area. The unit shall include the following:
- a. 16,500# rated load
 - b. Thermo-metric indicator for motor temperature monitoring
 - c. Cable roller guide assembly
 - d. 90 feet of 7/16" diameter galvanized cable and fairlead & safety hook assembly shall be supplied.
 - e. Winch speed shall be constant with forward and reverse modes controlled with a push button device at the end of a 12 feet (12') minimum control cable which connects to the winch through a weatherproof receptacle.
- 4.2.44 REAR RECEIVER: The rear of the chassis shall be equipped with one (1) square steel tube receiver assembly for high or low angle rescue, trailer use, and winch applications. It shall be the same size as a Class III trailer hitch and shall be attached to the chassis frame assembly. The receiver shall be rated at approximately 10,000#. There shall be two tow loops attached to the receiver, one on each side.

- 4.2.45 FIRE PUMP SPECIFICATIONS: Darley model number 2-1/2AGE 24 K diesel powered, centrifugal portable pump shall be provided. The medium pressure, volume pump, gear driven, engine mounted shall meet the following performance requirements:
- 4.2.46 300 GPM @ 70 PSI
 - 4.2.47 225 GPM @ 100 PSI
 - 4.2.48 125 GPM @ 150 PSI
 - 4.2.49 50 GPM @ 170 PSI
- 4.2.50 PUMP DESIGN: Pump casing shall be of anodized aluminum and vertically split, with a minimum tensile strength of 33,900 PSI – bronze fitted. Pump ratio to be selected by the manufacturer's Engineering Department. Seal rings shall be renewable, double labyrinth, wrap around bronze type. Bearings must be heavy duty, deep groove, radial-type ball bearings, oversized for long life. Bearings shall be protected at all openings from road dirt and water splash with oil seals and water slingers.
- 4.2.51 MECHANICAL SEAL: The pump shall be furnished with a Darley maintenance free mechanical seal. The mechanical seal shall be a non-contacting, non-wearing seal design. Seal shall be a Silicon Carbide Mechanical seals with welded springs. The stationary face of mechanical seals shall be made from Silicon Carbide, and be extremely hard and of a heat dissipative material, which resists wear and dry running damage much better than conventional Ni-resist and Tungsten Carbide materials.
- 4.2.52 PUMP SHAFT: Pump drive shaft shall be precision ground, heat treated alloy steel, with a 1-3/8 spline. Gears shall be helical design, and shall be precision ground for quiet operation and extended life. The pump shaft shall be splined to receive broached impeller hubs, for greater resistance to wear, torsional vibration, and torque imposed by engine, as well as ease of maintenance and repair. Pump shaft to be precision-ground 416 stainless steel.
- 4.2.53 IMPELLER: The impeller shall be a high strength bronze alloy, splined to the pump shaft for precision fit, durability, and ease of maintenance. Impeller shaft oil seals shall be constructed to be free from steel components except for the internal lip spring. The impeller shaft oil seals shall carry a lifetime warranty against damage from corrosion from water and other fire-fighting fluids.
- 4.2.54 PUMP TRANSMISSION: The transmission case shall be cast iron aluminum with adequate oil reserve capacity to maintain low operating temperature. Pump ratio to be selected by the manufacturer's engineering department. Gears shall be helical in design and precision ground for quiet operation and extended life. Gears shall be cut from high strength alloy steel and heat treated. Gear face must be minimum of 1-1/2". Chain drive and/or design requiring extra lubricating pump is not acceptable. The pump unit shall be supplied with a control panel for remote mounting, panel light, hour meter / tachometer, pressure gauge, on/off ignition switch, and a low oil pressure light, engine choke, engine throttle.
- 4.2.55 ENGINE: Kubota D 902 Diesel: 24 HP, liquid cooled, 12 volt starter, 40 amp alternator, replaceable fuel and oil pump filters.
- 4.2.56 PRIMER: There shall be an electric oil less primer assembly installed for the auxiliary fire pump. The electric primer assembly shall be capable of taking suction and discharging water with a lift of 10 feet in not more than 30 seconds with the pump dry, through 20 feet of suction hose of appropriate size. A vacuum test with a capped suction of at least 20' long shall develop 22" of vacuum and hold a vacuum with a drop not in excess of 10" in 5 minutes. Priming pump shall be activated by a mechanical/electric valve with a single pull control located at the pump operator's panel area.
- 4.2.57 STAINLESS STEEL PLUMBING SYSTEM: The auxiliary fire pump plumbing system shall be built completely of stainless-steel piping, fittings, and connections. Victaulic couplings shall be installed to permit flexing of the plumbing system and allow for quick removal of piping or valves for service. Tank connections and remote plumbing shall use high-pressure flexible piping. Flexible hose couplings shall be threaded stainless steel or Victaulic connections.

- 4.2.58 VALVES: All valves used in the plumbing installation shall be stainless steel quarter turn full flow type. The plumbing installation shall include quarter turn ball valves with local "on-valve" handle control, with custom embossed labeling for each valve.
- 4.2.59 HOSE THREADS: The hose threads shall be National Hose Standard (NH) on all base threads on the apparatus intakes and discharges, unless otherwise specified.
- 4.2.60 EXHAUST SYSTEM: The auxiliary fire pump and engine assembly shall have a muffler and vertical exhaust pipe. The exhaust pipe shall be directed upward and away from the pump operator. An additional guard or wrapping around the exhaust pipe shall be installed where the pipe is exposed to touch by an operator. A rain cap shall be installed on the exhaust system.
- 4.2.61 FIRE PUMP ENCLOSURE: The fire pump house shall be installed around the pump and engine. The enclosure shall be fabricated of .125" aluminum tread plate. Hinged doors and access panels shall be installed for servicing of the engine. An engine and pump control panel shall be provided at the rear of the vehicle.
- 4.2.62 The following shall be located at the operator's position:
- 2.5" discharge pressure gauge
 - start/stop control
 - throttle control low oil pressure warning light
 - The pump control panel shall be mounted at the right rear corner of the body.
- 4.2.63 FUEL SYSTEM FROM CHASSIS FUEL TANK: The fuel system for the auxiliary fire pump shall be plumbed from the chassis fuel system. There shall be a separate fuel pickup tube mounted in the chassis fuel tank specifically for a separate engine driven pump assembly. There shall be an electric fuel pump with spin on fuel filter and flexible fuel hose furnished between the chassis fuel tank and the auxiliary pump.
- 4.2.64 ELECTRIC START WIRING T CHASSIS: The 12 volt positive and negative cables shall be provided from the chassis battery to the fire pump area, wired through the master disconnects solenoid system. The cables shall have a circuit breaker installed at the chassis battery.
- 4.2.65 AUXILIARY FIRE PUMP MOUNTING PROVISIONS: The auxiliary fire pump shall be installed at the right side rear of the body. The sub-structure shall have welded in mounting sub-plates between the structural members. The pump shall be mounted on a di-electric surface under pump and bolts through the sub-plates.
- 4.2.66 PUMP ENGINE OIL DRAIN: The fire pump engine shall have an oil drain line installed. It shall allow for easy oil draining.
- 4.2.67 FIRE PUMP MASTER DRAIN: The fire pump shall have a master drain at the bottom of the water pump housing.
- 4.2.68 FRONT BUMPER MANIFOLD SUPPLY: There shall be an 1.5" stainless steel valve, with a flexible supply hose installed to feed the front discharge manifold.
- 4.2.69 REAR 2 ½" GATED INTAKE: One (1) 2-1/2" gated suction intake shall be installed on rear area to supply the fire pump from an external water supply. The valve shall be controlled with a direct quarter-turn ball valve control handle and shall have 2-1/2" NH female thread with removable screen with plug. The color coded label shall be installed near the control handle.
- 4.2.70 TANK TO PUMP LINE INSTALLATION: The 2.5" tank to pump line shall be installed with a flexible hump hose connection and stainless steel clamps to the water tank. The valve shall be controlled with a manually operated handle directly on the valve.

- 4.2.71 WATER TANK FILL & COOLING LINE: One (1) 1" fire pump to water tank refill and bypass cooler line shall be provided. The pump to tank valve shall be a 1" full flow quarter turn ball valve with local control handle. A 1" flex hose shall be installed to the water tank. A nameplate label shall be installed next to the valve.
- 4.2.72 REAR ¾" GARDEN HOSE DISCHARGE- REAR: One (1) .75" garden hose discharge shall be installed on the rear pump area, controlled by a quarter turn ball valve with local control handle. The discharge shall have a .75" male garden hose threads and cap and nameplate label adjacent the valve control handle.
- 4.2.73 REAR 2 ½" DISCHARGE: One (1) 2-1/2" discharge shall be installed at the rear pump area, controlled by a quarter turn ball valve. The discharge shall have 2-1/2" NH male hose threads and nameplate label adjacent the valve control handle. The discharge shall be equipped with 2-1/2" female x 1-1/2" chrome plated brass reducer, 1-1/2" chrome cap and chain.
- 4.2.74 FRONT OF BODY DISCHARGE (THROUGH THE TANK): A 1.5" discharge shall be piped from the rear pump area to the front on the body.
- 4.2.75 HOSE REEL: One (1) Hannay aluminum hose reel shall be installed. The reel shall have leak proof ball bearing swing joint, adjustable friction brake, electric 12 volt rewind and manual crank rewind provisions. The reel shall be mounted on the left side rear corner of the flatbed body.
- 4.2.76 REEL CAPACITY: The hose reel shall have a capacity of 200 feet of hose. HOSE REEL DISCHARGE: One (1) 1" discharge shall be piped from the fire pump to the hose reel with flexible high pressure hose. The quarter turn ball valve shall be controlled on pump panel. A nameplate label shall be provided near the valve control handle.
- 4.2.77 NOZZLE MOUNT: Each 1" flexible hose discharge shall have a nozzle bracket installed to hold the nozzle in place.
- 4.2.78 HOSE REEL HOSE: One (1) 150' foot length of 1" water hose shall be installed on the hose reel. The hose shall be equipped with NH threaded couplings and have a 300 PSI working pressure.
- 4.2.79 GROUND SWEEP DISCHARGES- FRONT BUMPER: Two (2) ground sweep discharge nozzles shall be installed, one each side of the front bumper. Each nozzle shall have an 1" electric control valve, switched independently in the cab. The discharges shall be equipped with removable ground sweeps nozzles angled accordingly with a 180 degree total front sweep pattern. The flow rate shall be 15-30 gpm. Each nozzle shall have a custom fabricated brush guard installed to protect from damage when off road. The valves and manifold shall be protected from damage by the front bumper and skid plate. One (1) 1.5" front bumper ground sweep discharge shall be piped to the front bumper area. The discharge shall be controlled by a 1.5" manual override valve at the rear pump area. Flexible 1.5" diameter high pressure hose shall be provided from the pump to the monitor and sweep nozzles with automatic low point drains where necessary.
- 4.2.80 FRONT BUMPER MONITOR: One (1) Akron 3462 Forestry Monitor with quick disconnect (34621103, FM 2NPTX1.5NH, 12V, 125NZ, JY, QD, VLV, RED) shall be installed. The remote monitor shall be located on the front bumper of the apparatus. The monitor shall be an all-electric single waterway monitor constructed of lightweight Pyrolite, with a 2" electric valve. The monitor shall have a fully enclosed 12-volt motor and gears with a manual override for both horizontal and vertical rotation and may be operated simultaneously. The vertical travel shall be from 45-degrees below to 90-degrees above horizontal with adjustable stops at -20 degrees and +45 degrees. The horizontal rotation shall be 320-degrees with adjustable stops at +-90-degrees. The logic box shall include coated, solid state components to resist water corrosion. The control joystick shall control the vertical and horizontal rotation of the monitor and the pattern of the nozzle. The nozzle shall be 30-125 gpm adjustable. The Akron "FireFox" monitor shall include a weather-tight enclosure and joystick controls mounted on the center cab console area. The joystick control shall include a valve trigger and following controls functions:
- Water Valve: ON/OFF
 - Monitor: RIGHT/LEFT
 - Monitor: UP/DOWN
 - Pattern Control: STRAIGHT/FOG

- 4.2.81 MID BODY WHIP LINES: Two (2) 1" x 10' long 300# working pressure hose whips with threaded couplings shall be installed at front of body, one each side, with securement devices.
- 4.2.82 FOAM SYSTEM: A Waterous Aquis 1.5 Class A foam system shall be installed on the discharge side of the pump. The system shall include all Waterous installed as required, as Victaulic fitting, low tank level control, and plumbing equipment. A quarter turn ball valve shall be installed to control the foam tank to foam system supply. The foam system has been designed for simplicity of operation and maintenance. A flush system shall be installed.
- 4.2.83 A Waterous check valve kit #0391056 shall be installed. A Waterous #4190000 tank level switch shall be installed. The foam plumbing installation shall include Victaulic #75, 2" couplings (#1130008). Waterous weld tubes #9000840 shall be installed.
- 4.2.84 WATER TANK GAUGES: A Class 1 "Intelli-Tank" water tank level gauge shall be installed on pump panel. The tank level gauge shall indicate the liquid level on an easy to read LED display and show increments of 1/8 tank. A pressure transducer shall be mounted on the outside of the tank in an easily accessible area. CAB MOUNTED - One (1) Class 1 112124 "Intelli-Tank" mini water tank level gauge shall be installed in the cab or center console (if so equipped). The tank level gauge shall indicate the liquid level on an easy to read LED display and show increments of 1/8 tank. A pressure transducer shall be mounted on the outside of the tank in an easily accessible area.
- 4.2.85 WATER TANK SPECIFICATIONS: The water tank shall have a capacity of 400 gallons.
- NFPA COMPLIANCE: The water tank construction shall conform to applicable NFPA standards.
 - WATER TANK SIGHT GAUGE: The water tank shall be equipped with clear water level sight gauge in the rear wall of the tank.
 - FILL TOWER LOCATION: The tank fill tower shall be located in the left rear corner of the water tank.
 - VENT & OVERFLOW: The fill tower shall incorporate a vent and overflow system shall be designed into the water tank. The system shall include a 3" diameter pipe that functions both as an air vent while emptying the tank and as an overflow when filling the tank. The overflow shall discharge excess water below the frame rails of the vehicle.
 - PUMP TO TANK CONNECTION: An 1-1/2" connection shall be provided on the water tank for connection of the discharge side of the pump to the tank for filling purposes. The valves and hose required to complete this connection shall be supplied by the final assembler.
 - WATER TANK DRAIN PROVISIONS: A 1.5" plugged drain provisions shall be installed in the bottom of the water tank, sump, or plumbing for water tank draining and flush-out of debris.
 - PERIMETER WALL AROUND TANK: An 8" vertical poly wall shall be installed around the perimeter of the water tank to allow for storage on top of the water tank.
- 4.2.86 FOAM TANK SPECIFICATIONS: The Class A foam tank shall have a capacity of 10 gallons.
- FOAM TANK AND VENTING PROVISIONS: The foam concentrate tank shall be provided with a fill pipe having a volume of not less than 2 percent of the total tank volume. The filler opening shall be capped with a sealed air-tight threaded cover. The fill opening shall be designed to incorporate a removable screen and shall be located so that foam concentrate from a five (5) gallon container can be dumped into the tank. The foam tank filler shall be equipped with a pressure/vacuum vent that enables the tank to compensate for changes in pressure or vacuum when filling or withdrawing foam concentrate from the tank. The pressure/vacuum vent shall not allow atmospheric air to enter the foam tank except during operation or to compensate for thermal fluctuations. The vent shall be protected to prevent foam concentrate from escaping or directly contacting the vent at any time. The vent shall be of sufficient size to prevent tank damage during filling or foam withdrawal. A color coded label or visible permanent marking that reads "CLASS A -- FOAM TANK FILL" shall be placed at or near the foam concentrate tank fill opening. An additional label shall be placed at or near any foam concentrate tank fill opening stating the type of foam concentrate the system is designed to use. Any restrictions on the types of foam concentrate that can be used with the system shall also be stated, along with a warning message that states "WARNING: DO NOT MIX BRANDS AND TYPES OF FOAM."
 - FOAM SYSTEM PIPING: A 3/4" fitting shall be provided on the foam tank for connection of the foam tank to the suction side of the foam system.

- c. FOAM TANK DRAIN AND VALVE PROVISIONS: A 3/4" diameter connection, piping, and valve shall be installed for the foam tank for draining purposes.
 - d. FOAM TANK GAUGES: One (1) Class 1 foam tank level gauge shall be installed on pump panel. The tank level gauge shall indicate the liquid level on an easy to read LED display and show increments of 1/8 tank. A pressure transducer shall be mounted on the outside of the tank in an easily accessible area. One (1) Class 1 112124 "Intelli-Tank" mini foam tank level gauge shall be installed in the cab or center console (if so equipped). The tank level gauge shall indicate the liquid level on an easy to read LED display and show increments of 1/8 of a tank. A pressure transducer mounted on the outside of the tank in an easily accessible area.
- 4.2.87 CUSTOM RESCUE SIDE ALUMINUM BODY: The body will be a custom fabricated severe service rescue-side type, constructed of all aluminum. The body shall be 114" long by 96" wide, designed for a 60" cab to axle dimension. The body shall be specifically designed and engineered for off-road wildland firefighting.
- 4.2.88 MAIN FRAME: The body shall have 5" x 1.75" structural aluminum channel main frame rails. The body frame rails shall be isolated from the truck frame by .500" industrial isolators.
- 4.2.89 SUB-FRAME: The cross-members shall be 3" x 2 5/16" structural aluminum I beams with cross-members on 12" centers.
- 4.2.90 MOUNTING: The body shall be bolted to the chassis frame rails at the rear end of the frame. There shall be brackets installed at the middle of the body frame to prevent side to side movement. The body shall be spring mounted at the front of the body frame. The flexible mounting system shall allow for body/chassis flexing during extreme off-road conditions.
- 4.2.91 SQUARE CORNERS: The front corners of the flat-bed body shall be square.
- 4.2.92 HEADACHE RACK: The front of the body shall have a 2" formed aluminum tube headache rack. The rack shall extend the full width of the body and be attached to the front body corners. The assembly shall extend above the chassis cab and have mounting platform for installation of the light bar and two work lights. Wiring for the lights will be placed inside the tubing for protection. The headache rack shall have four (4) vertical 2" tubes for extra strength.
- 4.2.93 FENDER PANELS: The lower portion of the flat-bed body shall have fender panels over and aft of the rear wheel panel area. The panels shall be constructed of aluminum. The wheel well openings must be cut out to conform to the wheels.
- 4.2.94 REAR BODY PANEL: A vertical body panel shall be installed at the rear of the body constructed of .125" smooth aluminum. The panel shall house the running lights, taillights, back-up lights, and emergency lights. The body panel shall be angled to allow for a 27 degree angle of departure.
- 4.2.95 PROTECTIVE RAILS: The upper body area shall be protected with radius corner 1" diameter aluminum tube railing assembly installed around the top of the body. The corners of the body shall have vertical risers space in critical areas. The railings shall act as protection for the upper body structures when off road in heavy brush conditions. The rear upper body corner rails shall house the upper emergency lights and work lights.
- 4.2.96 SIDE BODY COMPARTMENTS, FRONT BODY -- DRIVER AND PASSENGER'S SIDES: Two (2) body equipment storage compartments shall be installed at the front of the body just behind the headache rack, one each side of the apparatus. The dimensions shall be approximately: 30" wide, 44" high, and 24" deep. The compartments shall be constructed of .125" aluminum on all exterior surfaces. Each compartment shall be equipped with a vertically hinged door with a single latch installed. The doors shall be equipped with gas operated door opening assistant cylinders.
- 4.2.97 Each vertical compartment shall have one (1) fixed shelf.
- 4.2.98 The compartments shall be equipped with:

- a. -a lift up door with latch installed
 - b. -key type door locks.
 - c. -dual gas operated door opening assistant cylinders.
 - d. -a white LED strip light that is automatically controlled by a door activated switch.
 - e. -a louvered vent
 - f. -Turtle Plastics Turtle Tile Compartment Matting shall be installed in the compartment. Turtle Tile shall be black in color and lock together design.
- 4.2.99 The actual door openings shall be approximately 3" smaller in dimension.
- 4.2.100 DIAMOND PLATE FINISH BODY AND COMPARTMENTS/TRAYS: The exterior surface of all body skins, compartments, and trays shall all be polished diamond plate aluminum finish.
- 4.2.101 ADJUSTABLE SHELF: There shall be one (1) adjustable shelf located in the compartment constructed of .190 smooth aluminum. There shall be adjustable tracking mounted to the wall of the compartment to allow height adjustment of the shelf. The shelf shall be no larger than 4 feet wide by 2 feet deep. The tracking shall be as long as possible to allow for max adjustment range of shelf.
- 4.2.102 FRONT BODY TRANSVERSE COMPARTMENT, UPPER: A transverse compartment 96" long x 18" wide x 24" high (exterior dimensions) must be installed in front of the water tank, on the body floor, between the vertical compartments. The compartment floor shall be lined with Turtle Tile.
- 4.2.103 COMPARTMENT HEIGHT: The compartments shall be increased in height from the 24" standard to the 30".
- 4.2.104 TRANSVERSE EQUIPMENT STORAGE TRAY, ABOVE TRANSVERSE COMP: There shall be an expanded aluminum equipment storage tray installed above the front transverse compartment. The tray shall be open on top. It shall be approximately 92"l x 18"w x 8"h. The tray shall be installed between the headache rack and the water tank. The bottom of the tray shall be lined with turtle tile.
- 4.2.105 DRIVER'S SIDE UPPER BODY COMPARTMENT: A body equipment storage compartment shall be installed on the flatbed surface, driver's side of the apparatus. The exterior dimensions shall be approximately 48" wide, 30" high, and 18" deep. The compartment shall be constructed of .125" aluminum on all exterior surfaces.
- 4.2.106 The compartment shall be equipped with:
- a. lift up door with latch installed
 - b. key type door locks.
 - c. dual gas operated door opening assistant cylinders.
 - d. a white LED strip light that is automatically controlled by a door activated switch.
 - e. a louvered vent
 - f. Turtle Plastics Turtle Tile Compartment Matting shall be installed in the compartment. Turtle Tile shall be black in color and lock together design.
- 4.2.107 The actual door opening shall be approximately 3" smaller in dimension.
- 4.2.108 PASSENGERS SIDE UPPER BODY COMPARTMENT: A body equipment storage compartment shall be installed on the flatbed surface, passenger's side of the apparatus. The interior dimensions shall be approximately 48" wide, 30" high, and 18" deep. The compartment shall be constructed of .125" aluminum on all exterior surfaces.
- 4.2.109 The compartment shall be equipped with:
- a. lift up door with latch installed
 - b. key type door locks.
 - c. dual gas operated door opening assistant cylinders.
 - d. a white LED strip light that is automatically controlled by a door activated switch.
 - e. a louvered vent

- f. Turtle Plastics Turtle Tile Compartment Matting shall be installed in the compartment. Turtle Tile shall be black in color and lock together design.
- 4.2.110 The actual door opening shall be approximately 3" smaller in dimension.
- 4.2.111 UNDER BODY COMP, REAR PASSENGER'S SIDE: An under flatbed equipment storage compartment shall be installed under the flatbed surface, on the passenger's side of the apparatus, behind the rear axle. The exterior dimensions shall be approximately: 20" wide, 15" high, and 23" deep. The compartment shall be constructed of .125" aluminum on all exterior surface. The compartment shall be equipped with a vertically hinged door with latch installed. The compartment shall have turtle tile installed.
- 4.2.112 The compartment shall have a LED light installed.
- 4.2.113 SIDE BODY COMPARTMENTS, REAR BODY -- DRIVER'S SIDE: One (1) body equipment storage compartment shall be installed at the rear of the body, driver's side of the apparatus. The exterior dimensions shall be approximately: 32" wide, 44" high, and 18" deep. The compartment shall be constructed of .125" aluminum on all exterior surfaces. The compartment shall be equipped with a vertically hinged door with a single latch installed. The door shall be equipped with gas operated door opening assistant cylinders.
- 4.2.114 The vertical compartment shall have one (1) fixed shelf.
- 4.2.115 The actual door opening shall be approximately 3" smaller in dimension.
- 4.2.116 The compartment floor shall be lined with turtle tile.1.94
- 4.2.117 UNDER BODY COMPARTMENT- REAR CENTER: An under-body equipment storage compartment shall be installed under the flatbed surface located in the center rear of the apparatus. The dimensions shall be approximately: 33" wide, 5" high, and 96" front to rear. The compartment shall be by the vertical body beams, upper floor surface, and an aluminum lower floor area. The compartment shall be equipped with a hinged drop-down door with dual latches installed. This compartment shall be equipped with an .190" aluminum slide out tray on UHMW plastic slide pads and poly rollers. The tray shall be full width and full length of the compartment interior.
- 4.2.118 TOOL STORAGE TRAY/COMPARTMENT: A tool storage compartment shall be installed over the passenger's side equipment compartment, on the passenger's side of the apparatus. The dimensions shall be approximately: 16" wide, 8" high, and 64" long. The compartment shall be constructed of .125" aluminum on all exterior surfaces. The compartment shall be equipped with a hinged lift up aluminum door with a latch installed. There shall be a set of gas shocks installed on the lid of the tray to aid in opening and closing the tray in a safe manner. The compartment shall be equipped with Turtle Tile floor covering.
- 4.2.119 HOSE TRAY: A hose storage tray shall be installed over the driver's side equipment compartment, on the driver's side of the apparatus. The exterior dimensions shall be approximately: 16" wide, 8" high, and 64" long. The hose tray shall be constructed entirely of .125" aluminum on all exterior surfaces. The assembly shall be equipped with a hinged lift up aluminum door on top, enclosed front panel, and open rear area. There shall be a set of gas shocks installed on the lid of the tray to aid in opening and closing the tray in a safe manner. The hose tray shall be equipped with Turtle Tile floor covering.
- 4.2.120 INTERIOR COMPARTMENT VENTILATION LOUVERS: The interior of the specified compartments shall be provided with louvered ventilation units.
- 4.2.121 COMPARTMENT DOOR KEY LOCKS: The hinged compartment doors shall be equipped with key type door locks.
- 4.2.122 AUTOMATIC COMPARTMENT DOOR LIGHT SWITCHES: Each exterior compartment light shall be automatically controlled by a door activated switch.
- 4.2.123 DOOR AJAR LIGHT: A "door ajar" warning light shall be installed on the center console. The light shall be flashing red LED light with a clear lens. The door ajar light shall be activated by door ajar switches installed on every compartment door.

- 4.2.124 REAR PULL OUT STEP: There shall be a rear "Pull-Out-Fold-Down" step located at the driver's side rear of the apparatus, step shall be stowed in a pocket under the rear of the unit. Storage pocket shall be fabricated to allow easy access to deploying for operation.
- 4.2.125 FOLDING STEP: A Signature 4 lighted 8" square folding step of die cast zinc shall be installed. The step shall comply with NFPA non-slip standards and shall be installed on the rear left side of the body. The step shall be equipped with lighting to NFPA standard.
- 4.2.126 SIDE BODY ACCESS STEPS: There shall be a body access step assisting in access to top of the tool/hose trays from the side of the apparatus. It shall be a stirrup design, and be fabricated from 1" aluminum tubing. They shall be installed under the front of the body, one (1) each side.
- 4.2.127 ELECTRICAL ENCLOSURE: An electric wiring enclosure for the 12 volt wiring shall be installed in the forward wall of the left side compartment with a removable panel. The dimensions of the enclosures shall be approximately 20" high, 18" wide, and 4" deep.
- 4.2.128 12 VOLT ELECTRICAL SPECIFICATIONS: The following describes the low voltage electrical system on the apparatus including all panels, electrical components, switches and relays, wiring harnesses and other electrical components. The apparatus manufacturer shall conform to the latest Federal DOT standards, current automotive electrical system standards and the applicable requirements of the NFPA.
- a. Wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for which the circuit is protected. Voltage drops shall not exceed 10 percent in all wiring from the power source to the using device. The wiring and wiring harness and insulation shall be in conformance to applicable SAE and NFPA standards. The wiring harness shall conform to SAE J-1128 with GXL temperature properties. Exposed wiring shall be run in a loom with a minimum 289 degree Fahrenheit rating. Wiring looms shall be properly supported and attached to body members. Electrical conductors shall be constructed in accordance with applicable SAE standards, except when good engineering practice requires special construction.
 - b. All wiring connections and terminations shall provide positive mechanical and electrical connections and be installed in accordance with the device manufacturer's instructions. When wiring passes through metal panels, electrical connections shall be with mechanical type fasteners and rubber grommets. Wiring between cab and body shall be split using Deutsche type connectors or enclosed in a terminal junction panel allowing body removal with minimal impact on the apparatus electrical system. Connections shall be crimp-type with heat shrink tubing with insulated shanks to resist moisture and foreign debris such as grease and road grime. Weather resistant connectors shall be provided throughout the system.
 - c. Electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions. When required, automatic reset breakers and relays shall be housed in the main body junction panel.
 - d. There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless enclosed in an electrical junction box or covered with a removable electrical panel. Wiring shall be secured in place and protected against heat, liquid contaminants and damage. Low voltage overcurrent protective devices shall be provided for the electrical circuits. The devices shall be accessible and located in required terminal connection locations or weather resistant enclosures. Overcurrent protection devices shall be automatic reset type suitable for electrical equipment and meet SAE standards. All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of maximum current for which the circuit is protected. Electro-magnetic interference suppression shall be provided in the system as required in applicable SAE standards. The electrical system shall include the following:
 - e. Electrical terminals in weather exposed areas shall have a non-conductive grease or spray applied. All terminal plugs located outside of the cab or body shall be treated with a corrosion preventative compound.
 - f. All electrical wiring shall be placed in a protective loom or be harnessed. Exposed connections shall be protected by heat shrink material and sealed connectors. Large fender washers shall be used when fastening equipment to the underside of the cab roof and all holes made in the roof shall be caulked with silicone. Electrical components installed in exposed areas shall be mounted in a manner that will

not allow moisture to accumulate inside. A coil of wire must be provided behind an electrical appliance to allow them to be pulled away from mounting area for inspection and service work. All lights in a weather exposed area that have their sockets shall have corrosion preventative compound added to the socket terminal area.

- g. Warning lights shall be switched in the chassis cab with labeled rocker type switches located in an accessible location. Individual rocker switches shall be provided only for warning lights provided exceeding the minimum level of warning lights in either the stationary or moving modes. All electrical equipment switches shall be appropriately identified as to their function and mounted on a switch panel mounted in the cab convenient to the operator. For easy nighttime operation, an integral indicator light shall be provided to indicate when a circuit is energized. A single warning light switch shall activate all required warning lights. This switch will allow the vehicle to respond to an emergency "calling for the right of way". When the parking brake is activated, a "blocking the right of way" system shall be automatically activated per NFPA requirements. "Clear" warning lights shall be automatically shed on actuation of parking brake.

4.2.129 ELECTRICAL HARNESS & WIRING: All wiring shall be hidden, enclosed, or protected under the body in protective material, or within the apparatus body components. In addition, split loom conduits shall be installed and enclosed, suitably secured and protected against heat and physical damage.

4.2.130 BATTERY MASTER DISCONNECT: A battery disconnect system shall be installed to control the 12 volt power supply from the battery system to the body and cab final stage manufacturer installed equipment. The solenoid shall be controlled by the standard key starter switch.

4.2.131 BATTERY CHARGER & 120 VOLT SHORE POWER RECEPTACLE: A Kussmaul Autocharge 1000 model #091-215-12-194B, high output automatic battery charger shall be provided. The battery charger shall be wired to the 12 volt battery system. The unit shall be mounted in a clean, dry area accessible for service and/or maintenance. It shall be wired to the specified shore power receptacle. It shall include a 091-194-IND Digital Status Display Center installed. It shall also include a 091-55-15-120 15 amp "auto-eject" shore power receptacle shall be provided with hinged weatherproof cover and an enclosure for protection from dirt and damage. The shore power plug shall be "ejected" when the chassis's engine starter is engaged and the receptacle shall be wired to any 120 volt A/C equipment requiring shore power. Location shall be: Determined at the Pre-Construction conference.

4.2.132 D.O.T. IDENTIFICATION LIGHTS: All LED identification lights shall be installed on the vehicle as required by applicable highway regulations.

4.2.133 LICENSE PLATE MOUNTING: An LED license plate light shall be installed on the rear vertical wall of the body.

4.2.134 BRAKE, TURN, TAIL LIGHTS: Two (2) Whelen M6 Series Model M6BTT 4-5/16" x 6-3/4" brake, turn, tail lights with M6FC chrome flanges shall be provided. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The light-heads configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens. The light-heads shall be surface mountable via two screws.

4.2.135 The light-heads shall utilize an optic collimator and a chrome vacuum metalized reflector for maximum illumination. The light-head shall include 164 flash patterns including: a variety of CA Title 13 compliant, sinkable, left/right, top/bottom, in/out, and steady burn. The light-heads shall have the Whelen exclusive NERM (Non-Emergency Recognition Mode) feature.

4.2.136 The lens/reflector assembly shall be wet sealed and resistant to: water, moisture, dust, and other environmental conditions. The outer lens shall have a hard coating applied to increase strength and ensure longevity. The light engine shall be installed at the rear of the unit and be completely sealed. The pc board shall be conformal coated for additional protection. The lights shall be furnished with five 6" wire pigtailed, a Santoprene rubber gasket and the #M6FC chrome flanges shall be included for installation.

4.2.137 BACK UP LIGHTS: Two (2) Whelen M-Series, 4" x 6" rear LED back-up lights shall be installed.

- 4.2.138 OFF- ROAD LIGHTS: There shall be two (2) FRC SoBrite 6" LED lights installed on front bumper/grille guard.
- 4.2.139 GROUND LIGHTS:
- a. Front Bumper: Two (2) Grote #63871 LED ground lights shall be installed under the front bumper, one (1) on each side of the apparatus, wired to the Cencom, and the chassis interior lights. They shall have an aluminum housing, and be 800 lumens at 1.4 amps.
 - b. CAB DOORS: Four (4) Grote #61E41 LED ground lights shall be installed under the cab step area in compliance with NFPA standards, one (1) on each side of the apparatus, wired to parking brake circuit and a switch in the cab.
 - c. REAR STEP: Two (2) Grote #61E41 LED ground lights shall be installed under the rear step area, one on each side of the apparatus.
- 4.2.140 WORK LIGHTS: Four (4) Grote #61E41 LED step lights with clear lens shall be installed, wired to switch on the cab dash. Location shall be: in each corner of the protective tubing assembly to light the pump panel and the front body walkway area.
- 4.2.141 SCENE LIGHT: Six (6) Rigid Manufacturing Dually 20211 scene lights shall be installed. The LED scene lights shall incorporate clear LED's with a clear optic polycarbonate lens for maximum illumination.
- 4.2.142 Location shall be: Two (2) outward facing, each side of body, two (2) rear facing.
- 4.2.143 BACK-UP CAMERA SYSTEM: One (1) Rear View Systems camera system shall be furnished utilizing two (2) cameras which provides a wide field of view and picture quality. A sealed camera enclosure shall be utilized along with electronic connections. The color monitor shall be installed in cab. One (1) camera shall cover the rear of the apparatus, which will activate during back-up mode and during normal operations if needed. One (1) camera shall cover the front area of apparatus.
- 4.2.144 DIGITAL TILT METER: An electronic tilt meter shall be installed on the dashboard. The unit shall indicate the degree of side slope the vehicle is on.
- 4.2.145 It shall also include a GPS speedometer.
- 4.2.146 RADIO INSTALLATION: One Harris Brand Unity two way radio with remote head and antenna will be installed in center console.
- 4.2.147 MODEM INSTALLATION: One Cradlepoint IBR1700 dual card modem with dual antennas will be provided and installed.
- 4.2.148 BACK UP ALARM: One back up alarm shall be provided and installed.
- 4.2.149 ELECTRONIC SIREN: One (1) Whelen, Model #CCSRNT4G CENCOM siren and auxiliary switches with noise canceling microphone shall be provided. Siren head will be mounted low on the front dash in easy reach of the driver.
- 4.2.150 SIREN SPEAKER: Two (2) Whelen Model #SA315P Projector Series siren speaker shall be provided with bracket. The 100 watt siren speaker shall be designed in a black nylon composite housing with 123 decibel rating. Location shall be: Behind the front bumper.
- 4.2.151 LIGHT BAR PROTECTIVE GUARD: The cab bar light shall be mounted on the headache bar shelf with an aluminum brush guard protective guard assembly.
- 4.2.152 LIGHTBAR: A Whelen Legacy low profile Super-LED NFPA lightbar shall be installed. The 54" lightbar shall be designed to meet the minimum clearing requirements for Zone A Upper. The internal components of the lightbar shall be housed within a two piece extruded aluminum base/top. The outer shell shall be clear optic polycarbonate lenses designed to maximize light output and shield against environmental elements. The

lightbar shall utilize snap-in brackets to hold in the lightheads. The brackets shall give the end user the ability to make quick repairs. The lightbar shall have all solid state components. The lightbar shall have two wire harnesses exiting the unit: one (1) 17 conductor 22 gauge control cable which controls all internal light functions; and one (1) 2 conductor 10 gauge cable for main power and ground. Each cable shall be 15' long. The lightbar shall have four (4) red Linear Super-LED corner modules to provide off angle protection for the front and rear of the vehicle. Each corner module shall consist of twelve (12) Super-LEDs mounted within a vacuum metalized parabolic reflector. The corner module shall also utilize an optic collimator for maximum light output. The twelve (12) LEDs shall be mounted in one straight line. The solid state I/O board shall be microprocessor controlled. The I/O board shall have built-in reverse-polarity protection and output-short protection. The board shall have the ability to flash sixteen (16) LED warning lights. There shall be a data bank of 13 Scan-Lock flash patterns including steady burn. The board shall also have outputs to add takedown and alley lights. Low power and cruise light function shall also be included. The cruise light function shall allow the user to employ the four (4) corner modules as marker courtesy lights. The lightbar shall include clear "Take Down" and "Alley Lights" included. The lightbars shall have an amber "Traffic Advisor" built into the rear portion of the lightbar.

4.2.153 NFPA WARNING LIGHTS:

- a. ZONE A -- LOWER FRONT WARNING LIGHTS: Two (2) Whelen M-7 Series Model #M7R 3" x 7" warning lights and a chrome flange shall be in the front forward facing area of the front bumper. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lightheads configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens. The lightheads shall be surface mountable via two screws. The lightheads shall utilize an optic collimator and a chrome vacuum metalized reflector for maximum illumination.
- b. ZONE B AND D -- INTERSECTION LIGHTS: Two (2) Whelen M-7 Series Model #M7R 3" x 7" warning lights and a chrome flange shall be installed on bumper extension, as far forward as possible. The warning lights shall incorporate Linear Super-LED and Smart LED Technology. The light-heads configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens.
- c. ZONE B AND D -- LOWER REAR CORNER WARNING LIGHTS: Two (2) Whelen M-7 Series Model #M7R 3" x 7" warning lights and a chrome flange shall be installed in lower rear side corner body area. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lightheads configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens.
- d. ZONE B AND D -- UPPER SIDE REAR WARNING LIGHTS: Two (2) Whelen M-7 Series Model #M7R 3" x 7" warning lights and a M6FC chrome flange shall be installed in the upper rear body side panel. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lightheads configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens.
- e. ZONE B AND D -- UPPER REAR WARNING LIGHTS: Two (2) Whelen M-7 Series Model #M7R 3" x 7" warning lights and a chrome flange shall be installed in the upper rear corner of the handrails. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lightheads configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens.
- f. ZONE C -- LOWER REAR WARNING LIGHTS: Two (2) Whelen M-7 Series Model #M7R 3" x 7" warning lights and a chrome flange shall be lower rear of body. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lightheads configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens.

4.2.154 CUSTOM GRAPHICS: The apparatus shall be provided with two (2) custom designed sign gold graphics, emblems, or seals. The installation shall be designed primarily with letters and numbers as specified. The purchaser shall approve of the design graphics prior to installation.

4.2.155 CAB & BODY STRIPING: The cab and body shall have a straight Scotchlite reflective stripe applied horizontally. The stripe shall be a 4" minimum in width and be applied horizontally around the cab and body in accordance with NFPA standards. The purchaser shall specify the color and location of the stripe.

- 4.2.156 FRONT CHEVRON STRIPING: There shall be alternating chevron striping installed across the front bumper where permitted. The chevron striping shall consist of 6" diamond grade striping in the following colors: The first color shall be red diamond grade The second color shall be lime yellow diamond grade.
- 4.2.157 REAR CHEVRON STRIPING: There shall be alternating chevron striping installed on the rear vertical body panel. The chevron striping shall consist of 6" diamond grade striping in the following colors: The first color shall be red diamond grade. The second color shall be lime yellow diamond grade.
- 4.2.158 CAPACITIES PLACARD: The apparatus shall have a reflective placard that provides the following information:
- a. Water Tank Capacity
 - b. Pump Capacities
 - c. NWCG Typing
 - d. Skeeter Contact Information
- 4.2.159 SPANNER & HYDRANT WRENCH SET WITH MUONTING BRACKET: One (1) Kocheck lightweight spanner wrench holder shall be installed. The bracket shall hold one (1) hydrant wrench and two (2) universal spanners. It shall be mounted on the rear vertical exterior panel of the left side compartment.
- 4.2.160 LABELING:
- a. SEATING: There shall be a label identifying the number of seat belted locations on the unit.
 - b. WARNING LABEL- SEAT BELT USAGE: A warning label for use of seat belts shall be installed in the cab by the chassis manufacturer.
- 4.2.161 LOUD NOISE WARNING LABEL: A final stage manufacturer shall install "hearing loss" potential warning labels on the vehicle in any areas or fixed equipment that produces excessive noise levels. (exhaust outlet, sirens and air horns shall not be required for such equipment.)
- 4.2.162 WARNING LABEL- NO RIDING ON REAR: A warning label stating: "NO RIDING ON REAR OF APPARATUS" shall be installed on rear of the apparatus. The label shall be applied to the vehicle at the rear step area. The label shall warn personnel that riding in or on these areas, while the vehicle is in motion, is prohibited.
- 4.2.163 FINAL ASSEMBLY AND APPARATUS FINISHING PREP SPECIFICATIONS: The apparatus shall be assembled in a high quality and controlled environment. The fit, form, and finish of the body shall be to the highest level fire apparatus manufacturing standards. On completion, the apparatus shall be totally ready for final inspection and road testing as required by the general requirement section for this specified vehicle.
- 4.2.164 FIRE PUMP TEST: The fire pump shall undergo factory fire pump run-in tests for a minimum of 2 hours prior to delivery of the completed apparatus. The factory pump testing results shall be furnished on delivery.
- 4.2.165 ELECTRICAL LOAD ANALYSIS: A 12 volt electrical load analysis shall be provided to denote response and stationary modes of electrical amp load.
- 4.2.166 COMPLIANCE: The fire apparatus shall be built to the purchaser's requirements in compliance to all State, Local, and Federal highway safety requirements. The vehicle is not intended to meet any or all standards of the NFPA.
- 4.2.167 FACTORY FIRE PUMP TEST: The pump shall undergo a full in factory fire pump test, which shall be witnessed and certified test by the factory engineer, prior to delivery of the completed apparatus. The factory test acceptance certificate shall be furnished with the apparatus on delivery.
- 4.2.168 ROAD TEST: SAFD shall road test the apparatus fully loaded and a continuous run of no less than ten (10) miles. During that time the apparatus will show no loss of power nor will it overheat. The transmission drive shaft or shafts and the axles will run quietly and be free of abnormal vibration or noise.

05 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or date specified in the award letter if this contract does not exceed \$50,000. This contract shall terminate upon completion of all work described herein or delivery of all goods ordered, as applicable.

Cooperative Contract Provisions.

Term Consistent with Cooperative Contract. Notwithstanding anything to the contrary herein, no new orders may be placed hereunder after the expiration or termination of the underlying cooperative contract. Renewals cannot extend beyond the term of the underlying cooperative contract. Extensions cannot extend beyond the term of the underlying cooperative contract.

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:

This Request for Offer, including any attachments identified herein and addenda issued by City prior to acceptance of an offer from Offeror;

Any Purchase Orders Issued hereunder by City of San Antonio ("City"); and

Exhibit I – All applicable terms and conditions of the Cooperative Purchasing Contract number FS12-19 through HGAC.

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

This RFO includes the following: Instructions to Offerors, General Terms and Conditions, Supplemental Terms and Conditions, Product Specifications and Description of Services, Definitions, Price Schedule, any Attachments identified herein.

Warranty.

The warranty specified in Exhibit 1, if any, a minimum of 90-days product guarantee, or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

Rejection of Disclaimers of Warranties & Limitations Of Liability.

ANY TERM OR CONDITION IN EXHIBIT I, OR IN 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.

Insurance.

Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department, which shall be clearly labeled "SAFD-PURCHASE OF WILDLAND BRUSH FIRE APPARATUSES" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such

certificate and endorsements have been received and approved by City's Finance Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

A Vendor's financial integrity is of interest to City; therefore, subject to Vendor's right to maintain reasonable deductibles in such amounts as are approved by City, Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension here of, at Vendor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal/ Advertising Injury e. Contractual Liability f. Damage to property rented by you	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
5. Umbrella or Excess Liability Coverage	\$5,000,000 per occurrence combined limit Bodily Injury (including death) and Property Damage. (per occurrence limit depends on scope of operation)

Vendor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Vendor herein, and provide a certificate of insurance and endorsement that names Vendor and City as additional insureds. Vendor shall provide City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

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

City of San Antonio
Attn: Finance Department
P.O. Box 839966
San Antonio, Texas 78283-3966

Vendor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

Name City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with City, with the exception of the workers' compensation and professional liability policies;

Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where City is an additional insured shown on the policy;

Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of City; and

Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Vendor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Vendor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

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

Nothing herein contained shall be construed as limiting in any way the extent to which Vendor may be held responsible for payment of damages to persons or property resulting from Vendor's or its subcontractors' performance of the work covered under this Agreement.

It is agreed that Vendor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by City for liability arising out of operations under this Agreement.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of City shall be limited to insurance coverage provided.

Vendor and any subcontractors are responsible for all damage to their own equipment and/or property.

Incorporation of Attachments.

Each of the attachments listed below is an essential part of this contract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

Attachment A – Price Schedule

Attachment B – Veteran-Owned Small Business Program Tracking Form

006 - GENERAL TERMS & CONDITIONS

Electronic Offer Equals Original. If Vendor is submitting an electronic offer, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

Delivery of Goods/Services.

Destination Contract. Vendor shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this RFO or, if different, in the Purchase Order. Vendor shall bear the risk of loss until delivery. Freight charges will be paid only when expedited delivery is requested and approved in writing by City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

Failure to Deliver. When delivery is not met as provided for in the contract, City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by City as a result thereof. In addition, Vendor may be removed from City's list of eligible bidders.

Purchase Orders. Each time a City department wishes to place an order against this contract, it will issue Vendor a purchase order. Vendor must have the purchase order before making any delivery.

Acceptance by City. City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. 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. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If City elects to accept nonconforming goods and services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate City for the nonconformity. Any acceptance by City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not to meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days' of the invoice.

Invoicing and Payment.

Invoice Submissions. City requires all original, first time invoices to be submitted directly to the Accounts Payable section of the Finance Department. The preferred method of delivery is electronically to the following e-mail address:

accounts.payable@sanantonio.gov.

Invoices submitted electronically to the e-mail address above must be in separate .pdf format file. Multiple invoices cannot be submitted in a single .pdf file; however, Vendor may submit multiple, separate invoice files in a single e-mail. Any required documentation in support of the invoice should be compiled directly behind the invoice in the same .pdf file. Each electronically submitted file must have a unique identifying name that is not the same as any other file name.

Invoices submitted by electronic submission are only considered "original" when the submission comes directly from the Vendor to Accounts Payable using this e-mail address. Vendor may courtesy copy the ordering City department personnel on the e-mail.

Vendors not able to submit invoices with the required file formatting above may mail original invoices, on white paper only, to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

Information Required On Invoice.

All invoices must be in a form and content approved by City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount. City will not make partial payments on an invoice where there is a dispute.

NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAY SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

Amendments. Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Vendor. The Director of the Purchasing and General Services Department, or Director's designee, shall have authority to execute amendments on behalf of City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City.

Termination.

Termination-Breach. Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to the Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.

Termination-Funding. 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.

Termination by City may be effected by Director, without further action by the San Antonio City Council.

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 Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Vendor.

INDEMNIFICATION.

VENDOR 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 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, it s 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 CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor 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. VENDOR shall advise CITY in writing within 24 hours of any claim or demand against 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. 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.

Assignment. Except as otherwise stated herein, Vendor may 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 Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. 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.

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Vendor shall retain the records until the resolution of such litigation or other such questions. Vendor acknowledges and agrees that City shall have access to any and all such Documents at any and all times, as deemed necessary by City, during said Retention Period. City may, at its election, require Vendor to return the documents to City at Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

Vendor shall notify City, immediately, in the event Vendor receives any requests for information from a third party, which pertain to the Documents referenced herein. Vendor understands and agrees that City will process and handle all such requests.

S.B. 943 – Disclosure Requirements for Certain Government Contracts. For contracts (1) with a stated expenditure of at

least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, Vendor acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this RFO and any resulting contract. Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

By submitting an offer, Offeror warrants and certifies, and a contract awarded pursuant to this RFO is made in reliance thereon, that it, has not knowingly or intentionally failed to comply with this subchapter in a previous offer or contract. City hereby relies on Vendor's certification, and if found to be false, City may reject the offer or terminate the Contract for material breach.

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.

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

Certifications. Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement 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 Agreement, 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. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

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.

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section III.C.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

As a party to this contract, Vendor understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color,

religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

Attorney's Fees. The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

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.

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.

"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.

"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.

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

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.

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, City reserves the right to deduct any delinquent taxes from payments that City may owe to the delinquent Vendor as a result of this contract.

Binding Contract. This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

Entire Agreement. This contract, including City's final electronically posted online version, together with its authorizing ordinance, and its price schedule(s), attachments, addendums, purchase orders, and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains 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 hereof, and be duly executed by the parties, in accordance with the Amendment provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.**

007 - SIGNATURE PAGE

By submitting an offer, Offeror represents that:

(s)he is authorized to bind Offeror to fully comply with the terms and conditions of City's Request for Offer for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Offeror is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

Complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your offer.

Offeror Information

Please Print or Type

Vendor ID No.	<u>V10013064</u>
Signer's Name	<u>Travis Walden</u>
Name of Business	<u>Siddons-Martin Emergency Group</u>
Street Address	<u>1362 E. Richey Rd</u>
City, State, Zip Code	<u>Houston, TX 77073</u>
Email Address	<u>travis.walden@siddons-martin.com</u>
Telephone No.	<u>512-848-5847</u>
Fax No.	<u>512-868-8290</u>
City's Solicitation No.	<u>6100013450</u>

Signature of Person Authorized to Sign Offer

008 - STANDARD DEFINITIONS

Whenever a term defined by the Uniform Commercial Code ("UCC"), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

All-or-None Offer - an RFO in which City will award the entire contract to one offeror only.

Alternate Offer - two or more offers with substantive variations in the item or service offered from the same offeror in response to a solicitation.

Assignment - a transfer of claims, rights or interests in goods, services or property.

Bid Bond - security to ensure that Offeror (a) will not withdraw the offer within the period specified for acceptance, and (b) will furnish any required bonds and any necessary insurance within the time specified in the solicitation.

City - the City of San Antonio, a Texas home-rule municipal corporation.

Contractor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Director - the Director of City's Purchasing & General Services Department, or Director's designee.

Line Item - a listing of items in an offer for which an offeror is expected to provide separate pricing.

Offer - a complete, signed response to an RFO that, if accepted, would bind Offeror to perform the resultant contract.

Offeror - a person, firm or entity that submits an offer in response to a solicitation. The offeror whose offer is accepted by City may also be referred to herein as Contractor, Vendor or Supplier.

Payment Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor's failure to pay suppliers and subcontractors.

Performance Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Performance Deposit - security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Pre-Submittal Conference - a meeting conducted by City, held in order to allow offerors to ask questions about the proposed contract and particularly, the contract specifications.

Purchase Order - a validly issued order placed by an authorized City department for the purchase of goods or services, written on City's standard purchase order form, and which is the vendor's authority to deliver to and invoice City for the goods or services specified in an RFO for the price stated in vendor's offer.

Specifications - a description of what City requires and what Offeror must offer; a description of the physical or functional characteristics of a product or material, or the nature of a service or construction item.

Subcontractor - a person, firm or entity providing goods or services to a vendor to be used in the performance of the vendor's obligations under the contract with City.

Supplier - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Vendor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

009 – ATTACHMENT

ATTACHMENT A - PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1	4	Ram D5500 Crew Cab, SRW, 4x4 w/ Skeeter Body

PRICE EACH: \$ \$239,807.00 TOTAL \$ \$959,228.00

YEAR, MAKE & MODEL OF TRUCK OFFERED: 2021 Dodge 5500

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

Cummins 6.7 Turbo Diesel

TRUCK WARRANTY:

12 Months

TRUCK WARRANTY SERVICE PROVIDER FACILITY NAME:

Siddons-Martin Emergency Group - Kirby

TRUCK WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

5511 Binz-Engleman Rd

Kirby TX, 78219

DELIVERY WILL BE MADE WITHIN 365 CALENDAR DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: February 1, 2021

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: February 1, 2021

BID PRICES SHALL REMAIN FIRM FOR ALL ORDERS PLACED PRIOR TO THIS CUT OFF DATE. IN THE EVENT THAT CITY DOES NOT AWARD A CONTRACT PRIOR TO PRODUCTION CUT OFF DATE, CAN BIDDER PROVIDE BID ITEMS, AT THE BID PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF DATE? No.

ITEM	QUANTITY	DESCRIPTION
2	1	Cooperative Fee

Price Each \$ 800

Total \$ 960,028.00

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

*****Please include HGAC worksheet with your bid submission.*****

This will be a Buy Board Purchase under Contract Number 571-18