CITY OF SAN ANTONIO

PURCHASING AND GENERAL SERVICES DEPARTMENT



REQUEST FOR OFFER ("RFO") NO.: 6100007031

PURCHASE OF PUBLIC SAFETY WATER TRUCK

Date Issued: JANUARY 8, 2016

RESPONSES MUST BE RECEIVED **NO LATER** THAN: 10:00 AM C.T., JANUARY 20, 2016

Responses may be submitted by any of the following means: Electronic submission through the Portal Hard copy in person or by mail

Address for hard copy responses:

<u>Physical Address:</u> Purchasing & General Services Riverview Tower 111 Soledad, Fifth Floor, Suite 500 San Antonio, Texas 78205 Mailing Address: Purchasing & General Services P.O. Box 839966 San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"PURCHASE OF PUBLIC SAFETY WATER TRUCK"

Offer Due Date: 10:00 A.M., C.T., JANUARY 20, 2016

RFO No.: 6100007031

Offeror's Name and Address

Bid Bond: N/A Performance Bond: N/A Payment Bond: N/A Other: N/A

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: N/A

DBE / ACDBE Requirements: N/A

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

Pre-Submittal Conference * NO

* If YES, the Pre-Submittal conference will be held on at at.

<u>Staff Contact Person</u>: IAN MONTEMAYOR, PS II, P.O. Box 839966, San Antonio, TX 78283-3966 Email: IAN.MONTEMAYOR@SANANTONIO.GOV

SBEDA Contact Information: , 210-207-3900,

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

<u>Submission of Hard Copy Offers</u>. Submit one original offer, signed in ink, and two copies of the offer enclosed in a sealed envelope addressed to the Purchasing and General Services Department at the address and by the due date provided on the Cover Page. The name and address of offeror, the offer due date and RFO number and title shall be marked on the outside of the envelope(s). 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.

<u>Submission of Electronic Offers</u>. 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.

Offers sent to City by facsimile or email shall be rejected.

<u>Modified Offers</u>. 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 hard copy offers, provide a cover letter with the offer, indicating it is a modified offer and that the Original offer is being withdrawn. For electronic offers, 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.

Offerors must sign the Signature Page on hard copy offers and return the RFO document to City. For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

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

<u>Certified Vendor Registration Form</u>. If Offeror has not completed the 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.

<u>Alternate Offers</u>. Alternate offers may be allowed at the sole discretion of City.

<u>Hard Copy Alternate Offers</u>. Hard copy alternate offers must be submitted in separate sealed envelopes in the same manner as submission of other offers. Alternate offers must be marked consecutively on the envelope as Alternate Offer No. 1, 2, etc. Failure to submit alternate offers in separate envelopes may result in rejection of an offer.

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

<u>Catalog Pricing</u>. (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 bids 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 the City 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) elected City officials and their staff regarding the RFO or offers from the time the RFO has been released until the contract is posted as a City Council agenda item; 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 5 calendar days prior to the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the 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.

Offerors and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form (s), if any. The point of contact is identified on the Cover Page. Contacting the Small Business Office regarding this RFO after the due date is not permitted. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

If this solicitation contains DBE/ACDBE requirements, respondents and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Lisa Brice, who may be reached via telephone at (210) 207-3505 or through e-mail at lisa.brice@sanantonio.gov. Respondents and/or their agents may contact Ms. Brice at any time prior to the due date for submission of bids. Contacting her or her office regarding this RFO after the due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

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.

<u>Correct Legal Name</u>. If an 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.

<u>All or None Offers</u>. 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.

<u>Delivery Dates</u>. 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.

<u>Tax Exemption</u>. 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.

<u>Samples</u>, <u>Demonstrations</u> and <u>Pre-award Testing</u>. 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.

<u>Confidential or Proprietary Information</u>. 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 may be tabulated and posted to City's website, so shall not be considered proprietary or confidential.

<u>Costs of Preparation</u>. 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.

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

<u>Withdrawal of Offers</u>. Offers may be withdrawn prior to the due date. Written notice of withdrawal shall be provided to the Staff Contact Person for offers submitted in hard copy. 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, manifested by a City Ordinance, and a 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.

<u>Inspection of Facilities/Equipment</u>. Depending on the nature of the RFO, Offerors' 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.

<u>Prohibited Financial Interest</u>. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. 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: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

<u>State of Texas Conflict of Interest Questionnaire (Form CIQ)</u>. 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://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

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, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to:

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

If delivering by hand, deliver to:

City Hall, 100 Military Plaza, San Antonio, TX 78205.

Do not include these forms with your sealed bid. The Purchasing Division will not deliver the forms to the City Clerk for you.

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. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234). The form 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 your completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 in front of a notary and submit it with your response to this solicitation.

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.

"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.

"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) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

"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.

- 4.1 SCOPE: The City of San Antonio is soliciting bids to purchase one Public Safety Water Truck. More specifically, this contract is for the purchase of one Freightliner, Model M2, 106MD Conventional Chassis, 2000 Gallon Water Tanker/Tender truck meeting the specifications stated herein.
- **4.2 GENERAL CONDITIONS**: The following general conditions shall apply to all items within this bid, unless specifically excluded within any item herein.
- 4.2.1 Equipment shall be manufacturer's latest design, standard production model and shall have been manufactured within the last 12 months from the date of delivery to City. All components shall be installed new, unused, and shall be manufacturer's standard equipment, unless otherwise specified herein. Equipment is to be inspected, serviced, and adjusted in accordance with manufacturer's recommended pre-delivery checklist, and ready for operation upon delivery. Manufacturer's Statement of Origin (MSO) showing manufacture within the last 12 calendar months, and completed pre-delivery checklists are required at delivery. Equipment offered under the below listed specifications shall be considered unacceptable if, for any reason, the equipment's, or major component's, long term availability on the U.S. market, or in the local area, is in doubt.
- 4.2.2 Equipment shall include the maximum standard manufacturer's warranty on all components, with parts and service included. All components, parts and service shall include, as a minimum, a one year unlimited mileage/hours warranty. All warranty times shall start the date the vehicle is placed in service as determined by the City, not on the delivery date. The dealer will be notified by letter of the in-service date of each vehicle by serial number. Bidder shall fully explain the warranty by attaching separate, authenticated correspondence or entering such information in the remarks section of this bid. Warranty, reliability, and replacement captive parts costs and availability shall be a consideration in award of this bid. Warranty parts and service shall be available within 50 mile radius of San Antonio City Hall from and by a factory-authorized dealer (NO EXCEPTIONS). In the event that a unit purchased from a vendor requires transportation outside of Bexar County for a repair covered under warranty, that vendor shall be responsible for paying for all cost associated with the transportation to and from the warranty repair facility. If the vendor chooses to travel to inspect the unit to determine if the repair needed is covered under warranty, all expenses shall be paid for by the vendor. All warranty repairs shall be completed within 3 business days from the date equipment is delivered to the vendor, unless otherwise approved by the appropriate City of San Antonio BESD Fleet Operations Manager or designee. Bidders shall certify that all repairs needed after the warranty period will be available within 50 mile radius of San Antonio City Hall.
- 4.2.3 Delivery: All deliveries are to be made inside the City limits of San Antonio. Vendor shall deliver equipment to the following address:

City of San Antonio, Northeast Service Center, 10303 Tool Yard, Bldg #2, San Antonio, TX 78233 Attn: Acquisitions

- 4.2.4 Delivery to a non-specified location will result in non-acceptance of the equipment by the City. All deliveries shall 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, Monday through Friday, City holidays excluded. Vehicles with more than 3000 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.
- 4.2.5 Literature and Equipment Manuals Vendor shall furnish 4 complete sets per vehicle type, of the following: Parts Manual, Maintenance Manual, Service Manual, and Operators Manual, or 5 CD ROMs per model of all equipment, accessories, and components, or 4 USB drives. The supplier shall furnish 4 complete sets of detailed literature and specifications of each vehicle type upon contract award.
- 4.2.6 Training The City may require operational and maintenance training for equipment. If so, Vendor shall provide, at Vendor's expense, training by a qualified instructor, which shall be conducted at a designated City facility. The City will not pay any cost incurred by Vendor in providing training. Training shall be provided no later than 30 days after the City takes delivery and accepts the new equipment at the specified City facility. Unless otherwise specified, training shall consist of a minimum of 1 eight hour day. Payment for new equipment will not be made to Vendor until training is completed. Operator training shall be coordinated with Fleet Operations staff. For

equipment requiring more complex operation the City may require, and Vendor shall provide at Vendor's expense, job site operational training that could last multiple days to assure proper machine operation.

- 4.2.7 DEMONSTRATIONS The City may request, from selected bidders, a demonstration of proposed equipment. The City is under no obligation to demo all products proposed by bidders. If a demonstration is required, the City's Fleet Operations Manager will contact the bidder to schedule the product demonstration. This request will be considered an integral part of the bid process. Failure to comply may result in the bid being deemed nonresponsive, and therefore, not considered for award. Upon request, the bidder shall have a minimum of 5 working days to provide and deliver the equipment to a location specified by City for the demonstration. The bidder shall make the equipment available for a minimum of three working days at City's location, but not to exceed eight working days.
- 4.2.8 EVALUATION In the event that a demonstration is required, the equipment will be evaluated to determine if the unit meets the minimum bid specifications at the City's discretion. Passing this inspection shall not, however, be deemed an acceptance by City, nor relieve Vendor of its obligation to deliver a product that meets all specifications herein.
- 4.2.9 All prices must be quoted F.O.B., designated City of San Antonio facility. All bids must be submitted in triplicate and include complete manufacturer's specifications for each model beingbid.
- 4.2.10 Units shall be equipped with OEM, or equal, warning and shut down systems for low oil pressure and or high coolant temperature at a minimum. This requirement applies to all bid line items.
- 4.2.11 The Manufacturer's Statement of Origin (MSO), Dealer Temporary license plates/tags, proper Invoice, Texas state inspection certificate, signed 130U form and **State Weight Certificate/slip (for trucks over one ton)** are required upon delivery of each vehicle. If any of these items are missing, City will deem the vehicle to have been delivered *Not as Specified* and will not process or accept the vehicle until all required paperwork is completed and provided to Fleet Acquisition.
- 4.2.12 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) must 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 shall be responsible for the relocation of any truck components to facilitate installation of the body and equipment. Such relocation shall be included as part of the price. No dealership nameplates, markings or decals are permitted on the vehicles.
- 4.2.13 All vehicles shall be equipped at the factory with air conditioning/Heater/defroster, (Maximum capacity cooling system offered by manufacturer), full headliner minimum OEM AM/FM radio, power steering, power ABS brakes, power and heated mirrors and manual tilt steering wheel. Each unit shall have a **minimum 3 sets of keys**. **Convenience Features:** Vehicle shall be equipped with adjustable seats; intermittent wipers, cruise control.
- 4.2.14 All units shall be equipped with safety equipment as required by the Federal Government. All units shall MEET ALL SAFETY STANDARDS AND REQUIREMENTS.
- 4.2.15 Any diesel engine being bid shall conform to latest NOx EPA and GHG emission standard in effect at the time of offer. Vendor shall 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.
- 4.2.16 All vehicles provided shall be equipped with OEM tinted glass.
- 4.2.17 Vehicles provided shall have a minimum of a driver's seat and one passenger seat, unless otherwise specified.
- 4.2.18 Exterior and Interior Color: Unless otherwise specified, each vehicle shall have a white exterior body color. Unless otherwise specified, interior coloring shall be dark grey.
- 4.2.19 BRAND NAMES: Manufacturer names, trade names, brand names, and product numbers used herein are for the purpose of describing and establishing tested, compatible, approved and acceptable products that are of the type and quality required by the City. The use of pre-approved brand names are not intended to limit competition; therefore the phrase "or equal" is added. For purposes of this contract, the proposed "or equal" products shall

require close adherence to the established standards of performance and quality inherently derived and reasonably expected from the brand named products specified herein. The City shall be the sole judge of equality.

4.3	ltem	Quantity	Description
	1	1	2000 Gallon Water Tanker/Tender Unit

- 4.3.1 CHASSIS: The chassis shall be a Freightliner, Model M2, 106MD Conventional Chassis
- 4.3.2 WHEELBASE: The wheelbase of the vehicle shall be 191.5.
- 4.3.3 GVW RATING: The gross vehicle weight rating shall be a minimum of 43,000 lbs.
- 4.3.4 FRAME: The frame rails shall be formed from 120,000 psi yield, heat treated alloy steel.
- 4.3.5 FRAME LINER: A 0.25" inner frame reinforcement shall be provided. The frame section properties shall be:
 - 4.3.5.1 Section Modulus: 26.50 cubic inch, per rail
 - 4.3.5.2 RBM: 3,200,000 in-lb, per rail
 - 4.3.5.3 Yield Strength: 120,000 psi, per rail
- 4.3.6 FRONT AXLE: Front axle shall be an "I" beam type, made of forged steel. It shall be a Detroit brand axle, with a ground rating capacity of 16,000 pounds. Suspension or other components may limit the actual GAWR.
- 4.3.7 FRONT SUSPENSION: Spring mounted- Parabolic, Taper Leaf
 - 4.3.7.1 Capacity at Ground: 16,000 lb
 - 4.3.7.2 Shock Absorbers: Double Acting
 - 4.3.7.3 Shock absorbers shall be provided on the front axle.
- 4.3.8 TIRES, FRONT: Front tires shall be Michelin 315/80R22.50, radial tires with a tread pattern suitable for the steering axle position. The capacity of the tires shall meet or exceed the rating of the axle and/or suspension.
- 4.3.9 WHEELS, FRONT: Wheels for the front axle shall be 22.50" x 9.00" steel disc, ten-hole pattern.
- 4.3.10 REAR AXLE: The single reduction rear axle shall be a Meritor[™], Model RS-26-185, with a ground rating capacity of 27,000 lb. The brake chambers shall be forward mounted and the brakes shall be 16.50"x 7.00", S-Cam type.
- 4.3.11 REAR AXLE RATIO: A rear axle ratio shall be furnished to allow the vehicle to reach a top speed of 60 MPH.
- 4.3.12 SUSPENSION, REAR: The rear suspension shall be spring mounted 11 leaf, 60.00" x 3.00" with a capacity at ground level of 27,000 lbs. Auxiliaries shall be included and the deflection shall be a variable rate
- 4.3.13 TIRES, REAR: Rear tires shall be Michelin 12R22.50 radial tires with a traction tread pattern suitable for the drive axle position. The tires shall meet or exceed the weight rating of the axle and/or suspension.
- 4.3.14 WHEELS, REAR: The rear wheels shall be 22.50" x 8.25" steel disc with a ten-hole pattern.
- 4.3.15 TIRE PRESSURE MANAGEMENT: There shall be a tire pressure management system provided that shall monitor each tire's pressure and temperature.
 - 4.3.15.1 A 2.00" gauge located in the cab instrument panel shall indicate each tire's position, pressure and temperature.
 - 4.3.15.2 A wireless sensor shall be mounted to each wheel for a total of six sensors.
 - 4.3.15.3 The system shall have three alert levels:
 - 4.3.15.4 Critical Low Pressure Alert
 - 4.3.15.5 Pressure Deviation Alert
 - 4.3.15.6 High Temperature Alert
 - 4.3.15.7 Each alert shall trigger an audible alarm and an indicator light within the gauge to signal the driver of the problem. The system shall be covered by a five year parts and labor warranty. Vendor shall provide warranty document for details.

- 4.3.16 CHROME LUG NUT COVERS: Chrome lug nut covers shall be supplied on front and rear wheels.
- 4.3.17 MUD FLAPS: Mud flaps shall be installed behind the rear wheels of the apparatus.
- 4.3.18 WHEEL CHOCKS, PROVIDED BY FIRE DEPARTMENT: NFPA 1901, 2009 edition, section 7.7.3.1 requires two or more wheel chocks mounted in readily accessible locations, that together will hold the apparatus, when loaded to its GVWR or GCWR, on a hard surface with a 20 percent grade with the transmission in neutral and the parking brake released. The wheel chocks are not on the apparatus as manufactured. The City's fire department will provide and install these wheel chocks.
- 4.3.19 WHEEL CHOCK BRACKETS, PROVIDED BY FIRE DEPARTMENT: The wheel chock brackets are not on the apparatus as manufactured. The fire department will provide and install the wheel chock brackets.
- 4.3.20 ANTI-LOCK BRAKE SYSTEM: The vehicle shall be equipped with a Wabco, model 4S/4M, 4 channel anti-lock braking system. The ABS will provide anti-lock braking control on both the front and rear wheels. It shall be a digitally controlled system that utilizes microprocessor technology to control the anti-lock braking system. Each wheel must be monitored by the system. When any particular wheel begins to lockup, a signal shall be sent to the control unit. This control unit must then reduce the braking of that wheel for a fraction of a second and then reapply the brake. This anti-lock brake system must eliminate the lockup of any wheel thus helping to prevent the apparatus from skidding out of control. The system must include Automatic Traction Control (ATC). The system must include Electronic Stability Control (ESC). When instability is detected, the ESC system must automatically apply brakes to individual wheels (with no intervention from the driver) and may also reduce engine torque to help keep the vehicle on track.
- 4.3.21 FRONT BRAKES: The front brakes must be S-Cam, 16.50" x 6.00". The front brakes must be provided with automatic slack adjusters.
- 4.3.22 AIR COMPRESSOR, BRAKE SYSTEM: The air compressor shall be a Wabco with 18.7 cubic feet per minute output.
- 4.3.23 AIR DRYER: A Bendix AD-9SI air dryer with a heater shall be provided. Other features of this air dryer must include:
 - 4.3.23.1 Desiccant style filter
 - 4.3.23.2 In-line filtration system
 - 4.3.23.3 Automatic purge valve
- 4.3.24 AIR INLET: A single air inlet with male coupling shall be provided. It must allow station air to be supplied to the apparatus brake system through a shoreline hose. The inlet shall be located in the driver's side lower step well of cab. A check valve must be provided to prevent reverse flow of air. The inlet must discharge into the "wet" tank of the brake system. A mating female coupling must also be provided with the loose equipment.
- 4.3.25 ENGINE:
 - 4.3.25.1 Model: Electronic Cummins ISB-360
 - 4.3.25.2 Number of Cylinders: Six
 - 4.3.25.3 Displacement: (6.7 Liter)
 - 4.3.25.4 Rated Brake Horsepower: 360 at 2600 rpm
 - 4.3.25.5 Peak Torque: 800 at 1800 rpm
 - 4.3.25.6 Governed rpm: 2600
 - 4.3.25.7 Charge Air Cooled
- 4.3.26 ENGINE ACCESSORIES:
 - 4.3.26.1 Air Cleaner: Dry type, with restriction indicator in cab
 - 4.3.26.2 Fuel Filters: Dual, with check valve
 - 4.3.26.3 Governor: Limiting speed type
 - 4.3.26.4 Lube Oil Cooler
 - 4.3.26.5 Lube Oil Filter: Full flow
 - 4.3.26.6 Starting Motor: 12-volt

4.3.27 RADIATOR:

- 4.3.27.1 Pressurized System, Tube and Fin
- 4.3.27.2 De-aeration Tank and Sight Glass
- 4.3.27.3 Anti-Freeze Protection -30 Degrees Fahrenheit
- 4.3.28 ENGINE WARRANTY: The engine shall come with a warranty provided by the engine manufacturer.
- 4.2.29 HIGH IDLE: A high idle switch shall be provided on the instrument panel inside the cab. Activating the switch must cause the vehicle to automatically maintain a preset engine rpm. The high idle switch must be operational only when the parking brake is on and the truck transmission is in neutral. A green indicator light must be provided adjacent to the switch. The light will be labeled "OK To Engage High Idle."
- 4.3.30 ENGINE EXHAUST BRAKE: An exhaust brake with an integral variable geometry turbo charger (VGT) shall be provided. The control must be located on the instrument panel within easy reach of the driver.
- 4.3.31 FUEL/WATER SEPARATOR: An Alliance fuel/water separator shall be provided on the chassis.
- 4.3.32 AIR INTAKE, w/EMBER SEPARATOR: The air inlet shall be equipped with a stainless steel mesh to separate water and burning embers from the air intake system such that particulate matter larger than 0.039" (1.0 mm) in diameter cannot reach the air filter element in order to comply with NFPA 1901 and 1906 standards.
- 4.3.33 EXHAUST SYSTEM: The exhaust system shall include a diesel particulate filter (DPF) and a selective catalytic reduction (SCR) device to meet current EPA standards. The DPF and SCR shall be mounted horizontally outside of the frame rails in the passenger side front step area.
- 4.3.34 EXHAUST MODIFICATIONS: The exhaust shall terminate the side of the body with a horizontal tailpipe and diffuser ahead of the passenger side rear wheels. A heat deflector shield shall be provided where the tail pipe is routed under any side compartment.
- 4.3.35 COOLANT LINES: Gates Blue Stripe rubber hose shall be used for all engine coolant lines installed by Pierce Manufacturing. Hose clamps shall be the constant torque type to prevent coolant leakage. They must expand and contract according to coolant system temperature thereby keeping a constant clamping pressure on the hose.
- 4.3.36 FUEL TANK: A 50 gallon fuel tank shall be provided and mounted at the left-hand cab step. The rectangular tank shall be constructed of aluminum.
- 4.3.37 DIESEL EXHAUST FLUID TANK: A 6.00 gallon diesel exhaust fluid (DEF) tank shall be provided and mounted on the driver's side, below the cab. The tank shall include an integrated heater unit that utilizes engine coolant to thaw the DEF in the event of freezing.
- 4.3.38 FUEL PRIMER PUMP: A fuel primer pump shall be included with the fuel water separator.
- 4.3.39 TRANSMISSION: An Allison, model 3000 EVS, electronic torque converting automatic transmission must be provided. Two PTO openings must be located on left side and top of converter housing (positions 8 o'clock and 4 o'clock). A transmission temperature gauge or warning light must be installed on cab instrument panel.
- 4.3.40 TRANSMISSION SHIFT CONTROL: A push button shift module shall be mounted to right of driver. Shift position indicator must be indirectly lit for after dark operation. The transmission shall be a five-speed. The transmission ratios must be 1st 3.49 to 1.00, 2nd 1.86 to 1.00, 3rd 1.41 to 1.00, 4th 1.00 to 1.00, 5th 0.75 to 1.00, R 5.03 to 1.00.
- 4.3.41 TRANSMISSION COOLER: A transmission oil cooler must be provided in the lower tank of the radiator.
- 4.3.42 TRANSMISSION FLUID: The transmission must be provided with Castrol TranSynd or heavy duty synthetic (TES-295 compliant) transmission fluid.
- 4.3.43 DRIVELINE: Drivelines must have a heavy duty metal tube that is properly sized for the intended application. The shafts shall have a splined slip joint.
- 4.3.44 STEERING: The steering system shall be hydraulically driven. The steering column must have an adjustable tilt and telescope feature.

- 4.3.45 BUMPER: Must be a 14.00" high, three piece, full-width, painted steel bumper with collapsible boxed ends will be attached to the front of the chassis frame.
- 4.3.46 TOW HOOKS: Two painted, forged steel tow hooks shall be provided.
- 4.3.47 BUMPER GAP: The standard bumper furnished with the chassis shall be used.
- 4.3.48 CAB: A 2-door flat-roof cab shall be provided. The cab and doors shall be of an aluminum construction.
- 4.3.49 Exterior Styling:
 - 4.3.49.1 Aerodynamic hood and windshield
 - 4.3.49.2 Tinted Glass in all Windows
 - 4.3.49.3 Fiberglass hood with mounted plastic grille
 - 4.3.49.4 Single 63"x14" rear window
- 4.3.50 Interior
 - 4.3.50.1 Leaf spring rear cab suspension
 - 4.3.50.2 Gray vinyl mats
 - 4.3.50.3 Forward roof mounted console
 - 4.3.50.4 Two dash-mounted cup holders, right-hand and left-hand
 - 4.3.50.5 Gray Vinyl Upholstery
 - 4.3.50.6 Dual Sun visors
 - 4.3.50.7 Fresh Air Heater and Defroster
 - 4.3.50.8 Gray Vinyl Upholstery
- 4.3.51 CAB GRILLE: The cab grille shall be a silver-painted high impact plastic with a horizontal rib design. The headlight bezels shall be of a matching material and color. The grille shall tilt with the hood.
- 4.3.52 MIRRORS: West Coast style heated, remote operated mirrors constructed from a molded composite material with a bright finish shall be provided. A heated 8.00" convex mirror shall be included below the primary mirrors. An auxiliary down view mirror shall be included on the passenger side.
- 4.3.53 CAB ACCESS STEPS: The cab steps shall be provided by the chassis manufacturer. These steps shall be modified by the apparatus manufacturer if required to meet NFPA step requirements. Bright aluminum treadplate trim between the steps shall be provided by the apparatus manufacturer. A bright aluminum overlay shall be placed over any fuel tank, under the mounting bands. Access to the chassis batteries shall be provided if batteries are located under the cab.
- 4.3.54 STEP LIGHTS: There must be four white LED step lights provided. There shall be one light installed at each cab door, one light per doorstep. In order to ensure exceptional illumination, each light must provide a minimum of 25 foot-candles (fc) covering an entire 15" x 15" square placed ten inches below the light and a minimum of 1.5 fc covering an entire 30" x 30" square at the same ten inch distance below the light. The lights will be activated when the adjacent door is opened.
- 4.3.55 DAYTIME RUNNING LIGHTS: The chassis shall be provided with daytime running lights.
- 4.3.56 AIR CONDITIONING: An air conditioner shall be provided that is integral with heater and defroster system.
- 4.3.57 ENGINE COMPARTMENT LIGHT: There must be one Whelen Model 3SC0CDCR, 12 volt DC, 3.00" white LED light(s) with Model 3FLANGEC chrome flange kit(s) installed under the cab to be used as engine compartment lights. These light(s) shall be controlled by a switch located under the engine hood.
- 4.3.58 STORAGE CONSOLE: There shall be a console located between the front seats with room for map storage, the siren head and a radio. There must be four sections for map storage to the rear of the console. Each map storage section must be approximately 4.00" wide x 13.00" long x 12.25" deep. The console shall be constructed of smooth aluminum and painted black.

- 4.3.59 SEATING CAPACITY: The seating capacity in the cab shall be two.
- 4.3.60 SEATING: Seating inside the cab must consist of a Seats Inc. 911 air-ride driver seat and a Seats Inc. 911 air-ride officer seat.
- 4.3.61 SEAT BELT WEB LENGTH: The chassis seat belt web length as supplied by the commercial chassis manufacturer must be compliant to NFPA 14.1.3.2 and 14.1.3.3.
- 4.3.62 SEAT BELTS: All seating positions in the cab and crew cab shall have highly visible (orange) seat belts.
- 4.3.63 SEAT BELT MONITORING SYSTEM: A seat belt monitoring system (SBMS) shall be provided. The SBMS will be capable of monitoring up to ten seat positions indicating the status of each seat position with a green or red LED indicator as follows:
 - 4.3.63.1 Seat Occupied & Buckled = Green
 - 4.3.63.2 Seat Occupied & Unbuckled = Red
 - 4.3.63.3 No Occupant & Buckled = Red
 - 4.3.63.4 No Occupant & Unbuckled = Not Illuminated
- 4.3.64 Audible Alarm: The SBMS shall include an audible alarm that will be activated when a red illumination condition exists and the parking brake is released, or a red illumination condition exists and the transmission is not in park.
- 4.3.65 HELMET STORAGE, PROVIDED BY FIRE DEPARTMENT: NFPA 1901, 2009 edition, section 14.1.8.4.1 requires a location for helmet storage be provided. There is no helmet storage on the apparatus as manufactured. The fire department will provide a location for storage of helmets.
- 4.3.66 PORTABLE HAND LIGHTS, PROVIDED BY FIRE DEPARTMENT: NFPA 1901, 2009 edition, section 7.7.3.1 requires two portable hand lights mounted in brackets fastened to the apparatus. The hand lights are not on the apparatus as manufactured. The fire department shall provide and mount these hand lights.
- 4.3.67 CAB INSTRUMENTS:
 - 4.3.67.1 Engine Temperature Gauge and Warning Buzzer
 - 4.3.67.2 Engine Oil Pressure Gauge and Warning Buzzer
 - 4.3.67.3 Speedometer with Odometer
 - 4.3.67.4 Engine Tachometer
 - 4.3.67.5 Engine Hourmeter
 - 4.3.67.6 Fuel Level Gauge
 - 4.3.67.7 DEF Level Gauge and Warning Lamp with 2010+ engines
 - 4.3.67.8 Voltmeter: Low voltage red warning light and audible alarm
 - 4.3.67.9 Air Brake Pressure Gauge
 - 4.3.67.10 Air Restriction Indicator
 - 4.3.67.11 Circuit Breakers: For overload protection of electric circuits
 - 4.3.67.12 Ignition Switch: Keyless type
- 4.3.68 EMERGENCY SWITCH PANEL: An emergency switch panel shall be provided in the cab. The switch panel shall be located within reach of the driver. All NFPA required emergency lights shall be controlled from the master emergency switch. References within this proposal to a "switch in the cab" for zone specific options will mean the emergency master switch.
- 4.3.69 "DO NOT MOVE APPARATUS" INDICATOR: A flashing red indicator light (located in the driving compartment) must be illuminated automatically per the current edition of NFPA. The light must be labeled "Do Not Move Apparatus If Light Is On". The same circuit that activates the Do Not Move Apparatus indicator shall activate a pulsating alarm when the parking brake is released.
- 4.3.70 OPEN DOOR INDICATOR LIGHT: A red "open door" indicator light shall be provided inside the cab, in clear view of the driver, to warn of an open compartment door.
- 4.3.71 WIPER CONTROL: Wiper control shall include an intermittent feature and windshield washer controls.

- 4.3.72 VEHICLE DATA RECORDER: A vehicle data recorder (VDR) shall be provided. The VDR shall be capable of reading and storing vehicle information. The VDR shall be capable of operating in a voltage range from 8VDC to 16VDC. The VDR shall not interfere with, suspend, or delay any communications that may exist on the CAN data link during the power up, initialization, runtime, or power down sequence. The VDR shall continue operation upon termination of power or at voltages below 8VDC for a minimum of 10ms. The information stored on the VDR can be downloaded through a USB port mounted in a convenient location determined by cab model. A CD provided with the apparatus shall include the programming to download the information from the VDR. A USB cable can be used to connect the VDR to a laptop to retrieve required information. The vehicle data recorder must be capable of recording the following data via hardwired and/or CAN inputs:
 - 4.3.72.1 Vehicle Speed MPH
 - 4.3.72.2 Acceleration MPH/sec
 - 4.3.72.3 Deceleration MPH/sec
 - 4.3.72.4 Engine Speed RPM
 - 4.3.72.5 Engine Throttle Position % of Full Throttle
 - 4.3.72.6 ABS Event On/Off
 - 4.3.72.7 Seat Occupied Status Yes/No by Position (1-6 Seating Capacity)
 - 4.3.72.8 Seat Belt Buckled Status Yes/No by Position (1-6 Seating Capacity)
 - 4.3.72.9 Master Optical Warning Device Switch On/Off
 - 4.3.72.10 Time 24 Hour Time
 - 4.3.72.11 Date Year/Month/Day
- 4.3.73 RADIO ANTENNA MOUNT: There must be two standard 1.125", 18 thread antenna-mounting base(s) installed on the cab roof with high efficiency, low loss, coaxial cable(s) routed to the console. A weatherproof cap shall be installed on the mount.



- 4.3.74 VEHICLE CAMERA SYSTEM: There shall be a color vehicle camera system provided with the following:
 - 4.3.74.1 One camera located at the rear of the apparatus, pointing rearward, displayed automatically with the vehicle in reverse
 - 4.3.74.2 The camera image must be displayed on a 7.00" LCD display located in view of the driver on the overhead panel . The display shall include manual camera activation capability and audio from the active camera.
 - 4.3.74.3 The following components must be included:

4.3.74.3.1	One MO700136DC, display
4.3.74.3.2	One SV-CW134639CAI, camera
4.3.74.3.3	All necessary cables

- 4.3.75 VEHICLE CAMERA GUARD: There shall be one aluminum treadplate guard(s) fastened over the vehicle camera(s) located Over the camera rear.
- 4.3.76 ELECTRICAL: All 12-volt electrical equipment installed by the apparatus manufacturer must conform to modern automotive practices. All wiring shall be high temperature crosslink type. Wiring shall be run in loom or conduit where exposed and have grommets where wire passes through sheet metal. Automatic reset circuit breakers must be provided which conform to SAE Standards. Wiring must be color, function and number coded. Function and number codes shall be continuously imprinted on all wiring harness conductors at 2.00" intervals. Exterior exposed wire connectors shall be positive locking, and environmentally sealed to withstand elements such as temperature extremes, moisture and automotive fluids. Electrical wiring and equipment shall be installed utilizing the following guidelines:
 - 4.3.76.1 All holes made in the roof shall be caulked with silicon. Rope caulk is not acceptable. Large fender washers, liberally caulked, shall be used when fastening equipment to the underside of the cab roof.

- 4.3.76.2 Any electrical component that is installed in an exposed area shall be mounted in a manner that will not allow moisture to accumulate in it. Exposed area will be defined as any location outside of the cab or body.
- 4.3.76.3 Electrical components designed to be removed for maintenance shall not be fastened with nuts and bolts. Metal screws shall be used in mounting these devices. Also a coil of wire shall be provided behind the appliance to allow them to be pulled away from mounting area for inspection and service work.
- 4.3.76.4 Corrosion preventative compound shall be applied to all terminal plugs located outside of the cab or body. All non-waterproof connections will require this compound in the plug to prevent corrosion and for easy separation (of the plug).
- 4.3.76.5 All lights that have their sockets in a weather exposed area shall have corrosion preventative compound added to the socket terminal area.
- 4.3.76.6 All electrical terminals in exposed areas must have silicon (1890) applied completely over the metal portion of the terminal. All emergency light switches shall be mounted on a separate panel installed in the cab. A master warning light switch and individual switches to be provided to allow pre-selection of emergency lights. The light switches shall be "rocker" type with an internal indicator light to show when switch is energized. All switches shall be properly identified and mounted in a removable panel for ease in servicing. Identification of the switches shall be done by either printing or etching on the switch panel. The switches and identification shall be illuminated. All lights and reflectors, required to comply with Federal Motor Vehicle Safety Standard #108, shall be furnished. Rear identification lights shall be protected from damage by installing a false bulkhead inside the rear compartments. An operational test shall be conducted to ensure that any equipment that is permanently attached to the electrical system is properly connected and in working order. The results of the tests shall be recorded and provided to the purchaser at time of delivery.
- 4.3.77 BATTERY SYSTEM: A single starting battery system must be provided consisting of two 12 volt, 1125 CCA, maintenance-free, group 31 batteries. The battery system shall have a total of 2250 CCA.
- 4.3.78 Jump Start Connections: Positive and negative posts for jump starting shall be provided by the chassis manufacturer. They shall be frame mounted and located under the hood.
- 4.3.79 MASTER BATTERY SWITCH: A master battery switch, to activate the battery system, shall be provided inside the cab within easy reach of the driver. The master battery disconnect switch shall be wired between the starter solenoid and the remainder of the electrical loads on the apparatus. A green "battery on" indicator light, visible from the driver's position, shall be provided.
- 4.3.80 IGNITION SWITCH: A custom fire apparatus manufacturers style ignition switch shall be located in place of the standard commercial chassis switch.
- 4.3.81 BATTERY CHARGER/ AIR COMPRESSOR: There must be a Kussmaul[™] Pump Plus 1200, Model # 52-21-1100, single output battery charger/air compressor system provided. A display bar graph indicating the state of charge shall be included. The automatic charger shall maintain one set of batteries with a maximum output current of 40 amps. The 12-volt air compressor shall be installed to maintain the air system pressure when the vehicle is not in use. The battery charger shall be wired directly to the AC shoreline inlet. Battery charger/compressor shall be located in the front left body compartment. The battery charger indicator shall be located in the driver's step area.
- 4.3.82 AUTO EJECT FOR SHORELINE: There must be one Kussmaul[™], Model 091-55-20-120, 20 amp 120 volt AC shoreline inlet(s) provided to operate the dedicated 120 volt AC circuits on the apparatus. The shoreline inlet(s) shall include red weatherproof flip up cover(s). There shall be a release solenoid wired to the vehicle's starter to eject the AC connector when the engine is starting. The shoreline(s) shall be connected to the battery charger. There shall be a mating connector body supplied with the loose equipment. There shall be a label installed near the inlet(s) that state the following:
 - 4.3.82.1 Line Voltage
 - 4.3.82.2 Current Ratting (amps)
 - 4.3.82.3 Phase
 - 4.3.82.4 Frequency
 - 4.3.82.5 The shoreline receptacle shall be located in the driver side lower step well of cab.

- 4.3.83 ALTERNATOR: The alternator must be a Delco Remy 40SI, 275 amp, quadramount, with remote battery voltage senser.
- 4.3.84 ELECTRONIC LOAD MANAGEMENT: A Kussmaul Load Manager 2 must be provided on the apparatus. The device is an electronic load management (ELM) system that monitors the vehicles 12-volt electrical system, and automatically reduces the electrical load in the event of a low voltage condition and by doing so, ensures the integrity of the electrical system. The ELM will monitor the vehicle's voltage while at the scene (parking brake applied). It will sequentially shut down individual electrical loads when the system voltage drops below a preset value. Two separate electrical loads will be controlled by the load manager. The ELM will sequentially re-energize electrical loads as the system voltage recovers.
- 4.3.85 EXTERIOR LIGHTING: Exterior lighting must meet or exceed Federal Department of Transportation, Federal Motor Vehicle Safety Standards and National Fire Protection Association requirements in effect at this time.
 - 4.3.85.1 Front headlights shall be halogen type and comply to all FMVSS requirements. Five clearance/marker lights shall be installed across the leading edge of the cab.
- 4.3.86 REAR CLEARANCE/MARKER/ID LIGHTING: There shall be three LED identification lights located at the rear installed per the following:
 - 4.3.86.1 As close as practical to the vertical centerline
 - 4.3.86.2 Centers spaced not less than 6.00" or more than 12.00" apart
 - 4.3.86.3 Red in color
 - 4.3.86.4 All at the same height
- 4.3.87 There shall be two LED lights installed at the rear of the apparatus used as clearance lights located at the rear of the apparatus per the following:
 - 4.3.87.1 To indicate the overall width of the vehicle
 - 4.3.87.2 One each side of the vertical centerline
 - 4.3.87.3 As near the top as practical
 - 4.3.87.4 Red in color
 - 4.3.87.5 To be visible from the rear
 - 4.3.87.6 All at the same height
- 4.3.88 There shall be two LED lights installed on the side of the apparatus used as marker lights as close to the rear as practical per the following:
 - 4.3.88.1 To indicate the overall length of the vehicle
 - 4.3.88.2 One each side of the vertical centerline
 - 4.3.88.3 As near the top as practical
 - 4.3.88.4 Red in color
 - 4.3.88.5 To be visible from the side
 - 4.3.88.6 All at the same height
- 4.3.89 All the rear clearance/marker/ID lighting shall be activated when the main battery switch and ignition switch are on. There shall be two red reflectors located on the rear of the truck facing to the rear. One each side, as far to the outside as practical, at a minimum of 15.00", but no more than 60.00", above the ground. There shall be two red reflectors located on the side of the truck facing to the side. One each side, as far to the rear as practical, at a minimum of 15.00", above the ground. Per FMVSS 108 and CMVSS 108 requirements.
- 4.3.90 REAR FMVSS LIGHTING: The rear stop/tail and directional lights must be Truck-Lite®, 4.00" round LED lamp kits. Each lamp kit shall include a lamp, a rubber grommet and a connector plug. The following light kits shall be provided:
 - 4.3.90.1 Two Truck-Lite, Model 44002R, red stop/tail light assemblies.
 - 4.3.90.2 Two Truck-Lite, Model 44001Y, amber directional light assemblies.
- 4.3.91 The lights shall be mounted on the rear face of the rear fender compartment. Two Peterson, Model M-392, backup lights shall be provided.

- 4.3.92 LICENSE PLATE BRACKET: There shall be one license plate bracket mounted on the rear of the body. A white LED light shall illuminate the license plate. A polished stainless steel light shall be provided over the light that will direct illumination downward, preventing white light to the rear.
- 4.3.93 BACK-UP ALARM: A PRECO, Model 1040, solid-state electronic audible back-up alarm that actuates when the truck is shifted into reverse shall be provided. The device shall sound at 60 pulses per minute and automatically adjust its volume to maintain a minimum ten dBA above surrounding environmental noise levels.
- 4.3.94 CAB PERIMETER SCENE LIGHTS: There must be two Amdor LumaBar H2O, Model AY-9500-020, 20.00" white LED strip lights provided, one for each cab door. These lights shall be activated automatically when the battery switch is on and the exit doors are opened or by the same means as the body perimeter scene lights.
- 4.3.95 REAR SCENE LIGHTS: There must be two Whelen, Model 9SC0ENZR, LED scene lights installed at the rear of the water tank. The lights shall be mounted on spacer bezels as required. Each light shall be controlled by the following:
 - 4.3.95.1 a switch at the driver's side switch panel
 - 4.3.95.2 a switch at the rear of apparatus on the driver's side
 - 4.3.95.3 no additional switch location
- 4.3.96 SIDE SCENE LIGHTS: There must be two Fire Research, Model SPA900-Q70 scene light(s) with chrome flange(s) installed on the side of the apparatus, One each side on the front and rear of the tank Drivers side. A control for the light(s) selected above shall be a switch at the driver's side switch panel. No additional switch location is required. These lights shall be load managed when the parking brake is set.
- 4.3.97 SPECIAL SWITCHING FOR SCENE LIGHTS: There must be two 12V white lights located Rear Scene lights that will be activated when the emergency master switch is on and the vehicle is shifted into reverse. Both conditions will be required for the 12V white lights to turn on. The lights shall be deactivated if the emergency master switch is off, or if the vehicle is shifted out of reverse.
- 4.3.98 WATER TANK: The tank must have a minimum capacity of 2000 U.S. gallons. The tank shall be of a specified configuration and designed to be completely independent of the compartment and/or fender modules. When placed on the chassis, the tank must meet or exceed all federal DOT regulations regarding weight distribution, axle loading and horizontal and vertical center of gravity locations. The tank manufacturer must mark the tank with the manufacturer's name, date of manufacture, and serial number. The tank manufacturer must furnish notice that indicates proof of warranty. The tank must be constructed using a virgin polypropylene sheet with a minimum thickness of .50". This material shall be a high impact copolymer (HIC), non-corrosive, stress relieved thermoplastic, UV stabilized for maximum protection. All joints and seams must be nitrogen welded and tested for maximum strength and integrity. All swash partitions shall interlock and be welded to each other as well as to the walls of the tank. The tank shall incorporate a manual fill tower with a 6.00" combination vent/overflow pipe. The fill tower shall be constructed of polypropylene and shall be large enough to provide filling by means of a conventional 2.50" hose nozzle. The tower shall be located near the center of the tank to minimize water surge during vehicle operation. The tower shall have a removable polypropylene screen and a polypropylene hinged cover. The vent/overflow pipe shall run through the tank and exit through the floor of the tank behind the rear axle. The sides of the tank shall be painted to match the remainder of the unit. The tank and hose bed (if provided) shall be removable as a unit and shall be a separate component from the body compartment.
- 4.3.99 WATER TANK RESTRAINT: A heavy-duty water tank restraint shall be provided to keep the water tank in position. This requirement is especially critical when the tank is empty and the apparatus is traveling over rough terrain.
- 4.3.100 TANK OVERFLOW/VENT: A 6.00" tube shall be installed through the shell of the tank. This tube shall function as an overflow to discharge water to the ground once the tank is filled to capacity. It shall also function as a vent to allow air to enter the tank when water is being dumped or pumped from the tank. The tube shall be positioned to drain at the bottom of the truck near the center, behind the rear axle.
- 4.3.101 PORTABLE TANK RACK: A portable tank rack constructed of stainless steel tubing shall be installed on passenger's of the truck on top of the catwalk. The rack shall be hinged to allow the entire rack to fold down to a position adjacent to the side of the body where two people can easily remove the tank. Two heavy-duty latches shall be installed, one on the front and one on the rear, to lock the rack in the stored position. The rack must be designed to carry a 2100 gallon aluminum framed Fol-Da-Tank (w/closed dimensions of 135" x 9" x 30") Fol-Da-Tank brand portable tank.

When the rack is in the lowered position, it must activate the "Do Not Move Apparatus" light in the cab.

- 4.3.102 EXTENSION BRACKET: In order to accommodate the length of the portable tank rack, a reinforced extension bracket constructed of aluminum treadplate shall be installed at the rear of the body.
- 4.3.103 REAR TANK FILL: A 2.50" gated external tank fill shall be installed and properly labeled at the rear of the water tank, located passenger's side. Piping, for the fill, shall be routed through the rear wall of the tank and include a flow deflector to break up the stream of water entering the water tank. A 2.50" full flow ball valve with 2.50" piping and a 2.50" (F)NST chrome swivel shall be located at the inlet. A 2.50" chrome plated 30 degree elbow and plug with VLH automatic pressure relieving thread technology shall be provided for the tank fill.
- 4.3.104 REAR TANK DUMP VALVE: One 10.00" Newton Quick Dump must be installed at the rear of the tank. The valve shall be operated manually by a lever control located on top of the valve. A 180 degree, Newton 6012SW swivel dump chute must be provided. The chute must include a Newton 4036 telescopic extension to allow the chute to extend past the body side for dumping. The water tank design shall include additional support for this chute.
- 4.3.105 REAR BODY STRUCTURE: The rear body sheet shall include a reinforced structure to provide additional strength.
- 4.3.106 TOW EYES: Two rear painted tow eyes shall be located at the rear of the apparatus and shall be mounted directly to the chassis frame rails. The inner and outer edges of the tow eyes shall have a radius.
- 4.3.107 COMPARTMENTATION: Compartments shall be fabricated of aluminum tread plate. Drip protection shall be provided above the doors by means of an aluminum extrusion designed into the door opening. All screws and bolts which protrude into a compartment shall have acorn nuts on the ends to prevent injury.
- 4.3.108 AGGRESSIVE WALKING SURFACE: All exterior surfaces designated as stepping, standing, and walking areas must comply with the required average slip resistance of the current NFPA standards.
- 4.3.109 COMPARTMENTATION, DRIVER'S SIDE: One compartment constructed of bright aluminum tread plate shall be provided in the area ahead of the rear wheels. The interior dimensions of the compartment must be 53.75" wide x 27.63" high x 26.25" deep. The clear door opening of the compartment must be 51.50" wide x 26.50" high. The fender panel area around the rear wheels on both sides of the truck shall have a bright aluminum tread plate finish.
- 4.3.110 COMPARTMENTATION, PASSENGER'S SIDE: One compartment constructed of bright aluminum tread plate shall be provided in the area ahead of the rear wheels. The interior dimensions of the compartment must be 53.75" wide x 27.63" high x 26.25" deep. The clear door opening of the compartment must be 51.50" wide x 26.50" high
- 4.3.111 DOORS, SIDE COMPARETMENT: All hinged compartment doors shall be double panel aluminum construction. The exterior surface of the door shall be bright finish aluminum tread plate, and the pan shall be smooth, unpainted aluminum. The door opening shall have a closed cell rubber gasket to ensure a weather resisting compartment. All compartment doors shall have polished stainless steel continuous hinge with a pin diameter of .1875". Doors shall be latched with recessed, polished stainless steel D ring handles.
- 4.3.112 COMPARTMENT LIGHTING: There shall be five compartment(s) with two white 12 volt DC LED compartment light strips. The dual light strips shall be centered vertically along each side of the door framing. There shall be two light strips per compartment. The dual light strips shall be in all body compartment(s). Any remaining compartments without light strips must have a 6.00" diameter Truck-Lite, Model: 79384 light. Each light must have a number 1076 one filament, two wire bulb. Opening the compartment door shall automatically turn the compartment lighting on.
- 4.3.113 BODY FENDER CROWNS: Rubber fender crowns shall be provided around the rear wheel openings. Crowns shall be black.
- 4.3.114 HARD SUCTION HOSE: Two lengths of 6.00" Kochek clear corrugated PVC hard suction hose, 10 feet long, must be provided by dealer. The hose shall be equipped with a long handle female coupling on one end and a rocker lug male coupling on the other end. Couplings shall be hard coated aluminum. NFPA 1901, 2009 edition requires that all suction hose and supply hose meet the requirements of NFPA 1961, Standard on Fire Hose. The manufacturer of this hose has not provided documentation that this hose meets the requirements. Per Fire Department specification request of this suction hose, the apparatus shall be non compliant to NFPA 1901 standards at time of contract execution.

- 4.3.115 HOSE THROUGHS: Troughs for hard suction hose shall be installed above the driver's side compartments. The troughs shall be constructed of aluminum and remain the natural aluminum finish. They shall be a V-shaped design. The hose shall be held in place by an easy to release clamping mechanism. The troughs shall be mounted on tracks to make them adjustable up and down
- 4.3.116 PUMP: A power takeoff driven Darley HM single stage pump with a rating of 500 gallons per minute at 150 psi shall be provided. The completed pump system shall achieve the following performance ratings:
 - 4.3.116.1 500 GPM @ 150 psi
 - 4.3.116.2 500 GPM @ 165 psi
 - 4.3.116.3 350 GPM @ 200 psi
 - 4.3.116.4 250 GPM @ 250 psi
 - 4.3.116.5 The pump must be placed in gear from the chassis cab. The pump shift position must be clearly labeled. The pump casing shall be a vertically split design constructed of alloy cast iron. The volute must be designed to hydraulically neutralize radial thrust. The impeller must be constructed of high strength bronze alloy and must be accurately balanced and splined to the pump shaft for precision fit and durability. The pump shaft must be stainless steel with a ceramic hard coating under the shaft.
- 4.3.117 MECHANICAL SEAL: Mechanical seals must be provided for the pump.
- 4.3.118 PUMP TRANSMISSION: A two gear transmission with helical gears and a 1.375" diameter splined shaft shall be provided. The water pump shall be driven by a hot shift PTO located on the chassis transmission. An interlock system shall be provided to ensure that the pump drive system components are properly engaged so that the apparatus can be safely operated. Interlock system shall be designed to allow stationary pumping only.
- 4.3.119 PUMP SHIFT: A pump shift shall be provided within easy reach of the driver for engagement of the PTO driven pump. The shift must include the indicator lights as mandated by NFPA. The pump shift control must be illuminated to meet NFPA requirements.
- 4.3.120 AUXILIARY COOLING SYSTEM: A supplementary heat exchange cooling system shall be provided to allow the use of water from the discharge side of the pump for cooling the engine water. The pump casting shall be designed to be used as a heat exchanger.
- 4.3.121 INTAKE RELIEF VALVE: A Task Force Tips relief valve shall be installed on the suction side of the pump preset at 125 psig. Relief valve shall have a working range of 50 psig to 200 psig. Outlet shall terminate below the frame rails with a 2.50" National Standard hose thread adapter and shall have a "do not cap" warning tag.
- 4.3.122 PRESSURE CONTROLLER, AUTO CONTROL: An all electric pressure governor must be provided which is capable of automatically maintaining a desired preset discharge pressure, within a range of 0 to 400 psi. This system shall not require a mechanical drive, oil, or air supply for a means of control. When operating in the pressure control mode, the system shall automatically maintain the discharge pressure set by the operator (within the discharge capabilities of the pump and water supply) regardless of flow, within the discharge capacities of the water pump and water supply. A pressure transducer shall be installed in the water discharge manifold on the pump. The transducer continuously monitors pump pressure sending a signal to the Electronic Control Module (ECM) which modulates fueling in order to maintain a set pressure, regardless of pump flow rate or engine speed (within engine operating capacities). There are no user serviceable items and no maintenance required on the Pressure Sensor Governor (PSG) system. The PSG system also eliminates the need for a discharge pressure relief valve.
 - 4.3.122.1 The PSG can be used in two modes of operation, rpm mode and pressure modes.
 - 4.3.122.2 In the rpm mode, the governor can be activated after vehicle parking brake has been set. The rpm mode is similar in operation to PTO operation. When in this mode, the governor shall maintain the set engine speed, regardless of engine load (within engine operation capabilities). When the PSG system is first activated, the governor automatically operates in the rpm mode. When in the rpm mode, each time the increase switch is pushed, the engine speed shall increase by 25 rpm's. Each time the decrease switch is pushed, the engine speed shall decrease by 25 rpm's. If the increase or decrease switch is pushed more than a 1/2 second the engine speed shall ramp at a rate of 50 rpm.

- 4.3.122.3 In the pressure mode, the governor system can only operate after the fire pump has been engaged and the vehicle parking brake has been set. When in the pressure mode, the PSG monitors the pump pressure and varies engine speed to maintain a precise pump pressure.
- 4.3.122.4 A preset also allows a predetermined pressure or rpm to be set.
- 4.3.122.5 A pump cavitation protection feature is also provided which shall return the engine to idle should the pump cavitate. Cavitation is sensed by the combination of pump pressure below 30 psi and engine speed above 2000 rpm for more than five seconds.
- 4.3.122.6 The Electronic Auto Control (EAC) display panel must be located at the pump operator's panel. The EAC cooperates the PSG and displays engine temperature, oil pressure, engine rpm, pump intake, pump discharge, and voltage.
- 4.3.123 PRIMING PUMP: Priming pump shall be a positive displacement vane type, electrically driven, and conforming to standards outlined in NFPA pamphlet #1901. One priming control shall open the priming valve and start the priming motor. Primer shall be environmentally safe and selflubricating.
- 4.3.124 ENCLOSURE: An aluminum tread plate structure shall be installed around the pump, piping, valves and gauges. A secured vinyl cover shall be included over the access opening.
- 4.3.125 RECIRCULATING LINE: A 3/8" line shall be run from the discharge side of the main pump to the water tank to help keep the pump cool when water is not being discharged. This line shall be designed to circulate water from the pump back to the tank when the re-circulating valve is open. This water circulation shall help to maintain the pump water temperature at a safe level. The recirculation valve shall be located on the left pump operator's panel
- 4.3.126 PUMP MANUALS: There shall be a total of two pump manuals provided by the pump manufacturer and furnished with the apparatus. The manuals shall be provided by the pump manufacturer in the form of two CDs. Each manual shall cover pump operation, maintenance, and parts.
- 4.3.127 PLUMBING: All inlet and outlet plumbing, 3.00" and smaller, shall be plumbed with either stainless steel pipe or synthetic rubber hose reinforced with high-tensile polyester braid. Small diameter secondary plumbing such as drain lines shall be stainless steel, brass or hose. Where vibration or chassis flexing may damage or loosen piping or where a coupling is required for servicing, the piping shall be equipped with victaulic or rubber couplings. Plumbing manifold bodies shall be ductile cast iron or stainless steel. All lines to drain through either a master drain valve or shall be equipped with individual drain valves. All individual drain lines for discharges shall be extended with a hose to drain below the chassis frame. All water carrying gauge lines shall be of flexible polypropylene tubing.
- 4.3.128 MAIN PUMP INLETS: A 4.00" pump manifold inlet shall be provided on the driver's side of the vehicle. The suction inlet shall include removable die cast zinc screens that are designed to provide cathodic protection for the pump, thus reducing corrosion in the pump.
- 4.3.129 MAIN PUMP INLET CAP: The main pump inlets must have National Standard Threads with a rocker lug chrome plated cap. The cap shall incorporate a thread design to automatically relieve stored pressure in the line when disconnected (no exception).
- 4.3.130 VALVES: All ball valves must be Akron® Brass in-line valves. The Akron valves must be the 8000 series heavyduty style with a stainless steel ball and a simple two-seat design. No lubrication or regular maintenance is required on the valve. Valves shall have a ten year warranty.
- 4.3.131 LEFT SIDE INLET: There must be one auxiliary inlet with a 2.50" valve at the pump operator's position, terminating with a 2.50" (F) National Standard hose thread adapter. The auxiliary inlet shall be provided with a strainer, chrome swivel and plug.
- 4.3.132 ANODE, INLET: A pair of replaceable sacrificial .75" magnesium anodes shall be provided in the water pump to protect the pump from corrosion. One shall be placed in the inlet side of the pump and the other in the discharge side of the pump.
- 4.3.133 INLET BLEEDER VALVE: A 0.75" bleeder valve shall be provided for the side gated inlet. The valves shall be a push/pull type knob for the control easily accessible.
- 4.3.134 TANK TO PUMP: The tank shall be connected to the intake side of the pump with heavy-duty piping and a 4.00" butterfly valve with a handwheel control remotely located at the operator's position. The tank to pump line shall run from the pump to the tank sump. A rubber coupling shall be included in this line to prevent damage from

vibration or chassis flexing. A check valve shall be provided to prevent the possibility of "back filling" the water tank.

- 4.3.135 TANK REFILL: A 2.00" combination tank refill and pump bypass line shall be provided using a quarter-turn full flow ball valve, controlled from the pump operator's panel.
- 4.3.136 LEFT SIDE DISCHARGE OUTLETS: There shall be two discharge outlets with a 2.00" valve on the left side of the apparatus, terminating with a 2.50" (M) National Standard hose thread adapter. The valve shall be located on the plumbing within easy reach.
- 4.3.137 DISCHARGE CAPS: Chrome plated, rocker lug, caps with chains shall be furnished for all side discharge outlets. The caps shall incorporate a thread design to automatically relieve stored pressure in the line when disconnected (no exception).
- 4.3.138 OUTLET BLEEDED: A .75" bleeder valve with "push/pull" control shall be provided for each outlet 1.50" or larger. Automatic drain valves may be provided with some outlets if deemed appropriate for the application.
- 4.3.139 DISCHARGE OUTLET COTROL: The discharge outlets shall incorporate a quarter-turn ball valve with the control located at the valve. The valve operating mechanism (handle) shall indicate the position (open/closed) of the valve.
- 4.3.140 HOSE STORAGE TRAY: A hose storage tray to accommodate 200' of 2.50" hose shall be provided. Construction shall consist of aluminum tread plate with a retainer to hold the hose in place. The hose storage tray shall be located on the driver's side catwalk
- 4.3.141 CROSSLAY HOSE BEDS: Two crosslays with 1.50" outlets shall be provided. Each bed to be capable of carrying 200 feet of 1.75" double jacketed hose and shall be plumbed with 2.00" i.d. pipe and gated with a 2.00" quarter turn ball valve. The crosslay controls shall be at the pump operator's position. A removable tray shall be provided for each crosslay to allow for easy repacking of hose.
- 4.3.142 CROSSLAY/DEADLAY HOSE RESTRAINT: Elastic netting shall be provided across the top and ends of two crosslay/deadlay opening(s) to secure the hose during travel. The netting shall be permanently attached at the top center of the crosslay/deadlay bed and removable on each end.
- 4.3.143 BOOSTER HOSE REEL: A Hannay electric rewind booster hose reel with a 150' capacity shall be installed on the right side below the crosslay openings. The booster reel shall be enclosed in and aluminum treadplate box with captive roller system. A polished stainless steel roller and guide assembly shall be mounted on the reel. The exterior finish of the reel shall be painted #269 gray from the reel manufacturer. Discharge control shall be provided at the pump operator's panel. Plumbing to the reel shall consist of 1.50" Aeroquip hose and a 1.50" valve. Reel motor shall be protected from overload with a sized automatic reset circuit breaker. Reel motor shall be protected from overload with a sized automatic reset circuit breaker. Reel motor shall be installed adjacent to the reel. Booster hose, 1.00" diameter and 150 feet, with chrome plated Barway, or equal couplings shall be provided. Working pressure of the booster hose shall be a minimum of 800 psi. Capacity of the hose reel shall be 200 feet of 1.00" booster hose.
- 4.3.144 PUMP & GAUGE PANEL: The pump and gauge panels shall be constructed of metal with a printed overlay as needed.
- 4.3.145 PUMP ACCESS: The pump and plumbing shall be accessible from the driver's side of the truck. No panels shall need to be removed.
- 4.3.146 PUMP COMPARTMENT LIGHTS: There must be one Truck-Lite, model 44207C, 4.00" diameter LED light(s) provided inside the pump enclosure. The lights shall be activated when the battery switch is on and by a switch on the pump panel. Engine monitoring graduated LED indicators shall be incorporated with the pressure controller.
- 4.3.147 VACUUM AND PRESSURE GAUGES: Digital readouts for the Master Pump Pressure and Intake are included with the FRC INControl.
- 4.3.148 PRESSURE GAUGES: The individual "line" pressure gauges for the discharges must be interlube filled and manufactured by Class 1©. They shall be a minimum of 2.00" in diameter and shall have white faces with black lettering. Gauge construction must include a Zytel nylon case with adhesive mounting gasket and threaded retaining nut. Gauges must have a pressure range of 30"-0-400#. The individual pressure gauge shall be

installed as close to the outlet control as practical. This gauge shall include a 10 year warranty against leakage, pointer defect, and defective bourdon tube.

- 4.3.149 WATER LEVEL GAUGE: An electronic water level gauge shall be provided on the operator's panel, that registers water level by means of five colored LED lights. The lights shall be durable, ultra-bright five LED design viewable through 180 degrees. The water level indicators shall be as follows:
 - 4.3.149.1 100% = Green
 - 4.3.149.2 75% = Yellow
 - 4.3.149.3 50% = Yellow
 - 4.3.149.4 25% = Yellow
 - 4.3.149.5 Refill = Red
 - 4.3.149.6 The light shall flash when the level drops below the given level indicator to provide an eighth of a tank indication. To further alert the pump operator, the lights must flash sequentially when the water tank is empty.
 - 4.3.149.7 The level measurement shall be based on the sensing of head pressure of the fluid in the tank.
 - 4.3.149.8 The display shall be constructed of a solid plastic material with a chrome plated die cast bezel to reduce vibrations that can cause broken wires and loose electronic components. The encapsulated design shall provide complete protection from water and environmental elements. An industrial pressure transducer shall be mounted to the outside of the tank. The field calibratable display measures head pressure to accurately show the tank level.
- 4.3.150 WATER LEVEL GAUGE: There must be one additional water level indicator, Whelen®, Model PSTANK, LED module installed one on rear body bulkhead.

This light module shall include four colored levels, and function similar to the water level indicator located at the operators panel:

- 4.3.150.1 First green module indicates a full water level
- 4.3.150.2 Second blue module indicates a water level above 3/4 full
- 4.3.150.3 Third amber module indicates a water level above 1/2 full
- 4.3.150.4 Last red module indicates a water level above 1/4 full and empty
- 4.3.150.5 Above 1/4 this light shall be steady burning
- 4.3.150.6 At empty this light shall be flashing
- 4.3.150.7 This module shall be activated when the parking brake is set.
- 4.3.151 LIGHTING, PUMP CONTROLS: Illumination shall be provided for controls, switches, essential instructions, gauges, and instruments necessary for the operation of the apparatus and the equipment provided on it. External illumination shall be a minimum of five foot-candles on the face of the device. Internal illumination shall be a minimum of four footlamberts. Lights shall be installed above the controls and gauges in a manner that shall properly illuminate them. The lights are to be actuated with the parking brake.
- 4.3.152 AIR HORN SYSTEM: Two Hadley round air horns with 6.00" bell must be provided and located one each side of the engine. The horn system shall be piped to the air brake system wet tank utilizing 0.38" tubing. A pressure protection valve shall be installed in-line to prevent the loss of air, in the air brake system.
- 4.3.153 ELECTRONIC SIREN: A Whelen®, Model 295SLSA1, electronic siren with noise canceling microphone must be provided. This siren to be active when the battery switch is on and that emergency master switch is on. Siren head shall be located near the overhead switches. The electronic siren shall be controlled on the siren head only. No horn button or foot switches shall be required.
- 4.3.154 SPEAKER: There shall be two speakers provided. Each speaker must be a Whelen, Model: SA31I01, 100-watt under mount. Each speaker shall be connected to the siren amplifier. The speaker(s) shall be mounted below the front bumper on the passenger and driver's side.
- 4.3.155 CAB ROOF LIGHTBAR: There must be a 55.00" Whelen®, Freedom™, Model FN**QLED, lightbar mounted on the cab roof.

The lightbar must include the following:

- 4.3.155.1 Four red flashing LED modules facing forward.
- 4.3.155.2 Two white flashing LED modules facing forward.
- 4.3.155.3 Two red flashing corner LED modules, one in each front corner.

- 4.3.155.4 One red flashing LED module facing the driver's side.
- 4.3.155.5 One red flashing LED module facing the officer's side.
- 4.3.155.6 All lenses shall be clear.
- 4.3.155.7 There shall be a switch located in the cab on the switch panel to control this lightbar.
- 4.3.155.8 The white warning lights shall be disabled when the parking brake is applied. The two red flashing LED modules facing forward maybe load managed when the parking brake is applied.
- 4.3.156 FRONT WARNING LIGHT: There must be two Whelen, Model M6** LED flashing lights provided at the front of the truck. The driver's side front warning light to be red. The passenger's side front warning light to be blue. The color of the lenses shall be clear. The lights shall be mounted with with a flange. The lights shall be activated by a switch on the cab instrument panel.
- 4.3.157 SIDE ZONE LOWERING LIGHTS: Four Whelen Model M4*C LED flashing warning lights with bezels shall be located in the following positions:
 - 4.3.157.1 Two lights, one each side on the engine hood under 62.00".
 - 4.3.157.2 The side front lights to be red.
 - 4.3.157.3 Two lights, One each side.
 - 4.3.157.4 The side rear lights to be blue.
 - 4.3.157.5 All four lights shall include a clear lens.
 - 4.3.157.6 There shall be a switch located in the cab on the switch panel to control the lights.
- 4.3.158 REAR ZONE LOWER LIGHTING: There must be two Whelen®, Model M6*C LED flashing warning lights with Model M6FC, chrome flanges located at the rear of the apparatus.
 - 4.3.158.1 The driver's side rear light to be red
 - 4.3.158.2 The passenger's side rear light to be blue
 - 4.3.158.3 Both lights shall include a lens that is clear. There shall be a switch located in the cab on the switch panel to control the lights.
- 4.3.159 REAR OF HOSE BED WARNING LIGHTS: There must be two Whelen Rota-Beam, Model R316RF, 4.00" high x 7.19" wide beacons with red LED's and red domes provided.
 - 4.3.159.1 One shall be installed on the driver's side rear of the apparatus.
 - 4.3.159.2 One shall be installed on the passenger's side rear of the apparatus.
 - 4.3.159.3 There shall be a switch located in the cab on the switch panel to control the beacons. The rear warning lights shall be mounted on aluminum treadplate brackets which shall also support the clearance/marker lights.
- 4.3.160 PORTABLE FOLDING TANK: A quantity of one Fol-Da-Tank(s), model FDTA-2100, with 22oz red HPR® (High Performance Rubber) liner must be provided. The collapsed dimensions shall be 11' 3.00" long x 8.00" wide x 29.00" deep. The expanded size shall be 11' 3.00" long x 11' 3.00" wide x 29.00" deep.
- 4.3.161 LOOSE EQUIPMENT: The following equipment shall be furnished with the completed unit:
 One bag of chrome, stainless steel, or cadmium plated screws, nuts, bolts and washers, as used in the construction of the unit.
- 4.3.162 NFPA REQUIRED LOOSE EQUIPMENT, PROVIDED BY FIRE DEPARTMENT: The following loose equipment as outlined in NFPA 1901, 2009 edition, section 7.7.2.1, 7.7.2.2, and 7.7.3.1 will be provided by the fire department. All loose equipment must be installed on the apparatus before placed in emergency service, unless the fire department waives NFPA section 4.21.
 - 4.3.162.1 200 ft (60 m) of 2.50" (65 mm) or larger fire hose.
 - 4.3.162.2 400 ft (120 m) of 1.50" (38 mm), 1.75" (45 mm), or 2.00" (52 mm) fire hose (if equipped with a fire pump).
 - 4.3.162.3 Two handline nozzles, 95 gpm (360 L/min) minimum (if equipped with a fire pump).
 - 4.3.162.4 One SCBA complying with NFPA 1981, *Standard on Open-Circuit Self-Contained Breathing Apparatus for Fire and Emergency Services*, for each assigned seating position, but not fewer than two, mounted in brackets fastened to the apparatus or stored in containers supplied by the SCBA manufacturer.
 - 4.3.162.5 One spare SCBA cylinder for each SCBA carried, each mounted in a bracket fastened to the apparatus or stored in a specially designed storage space(s).

- 4.3.162.6 One first aid kit.
- 4.3.162.7 Two combination spanner wrenches mounted in a bracket(s) fastened to the apparatus.
- 4.3.162.8 One hydrant wrench mounted in a bracket fastened to the apparatus.
- 4.3.162.9 One double female adapter, sized to fit 2.50" (65 mm) or larger fire hose, mounted in a bracket fastened to the apparatus.
- 4.3.162.10 One double male adapter, sized to fit 2.50" (65 mm) or larger fire hose, mounted in a bracket fastened to the apparatus.
- 4.3.162.11 One rubber mallet, for use on suction hose connections, mounted in a bracket fastened to the apparatus (if equipped with a fire pump).
- 4.3.162.12 One traffic vest for each seating position, each vest to comply with ANSI/ISEA 207, *Standard for High Visibility Public Safety Vests*, and have a five-point breakaway feature that includes two at the shoulders, two at the sides, and one at the front.
- 4.3.162.13 Five fluorescent orange traffic cones not less than 28.00" (711 mm) in height, each equipped with a 6.00" (152 mm) retro-reflective white band no more than 4.00" (152 mm) from the top of the cone, and an additional 4.00" (102 mm) retro-reflective white band 2.00" (51 mm) below the 6.00" (152 mm) band.
- 4.3.162.14 Five illuminated warning devices such as highway flares, unless the five fluorescent orange traffic cones have illuminating capabilities.
- 4.3.162.15 One automatic external defibrillator (AED).
- 4.3.162.16 If none of the pump intakes are valved, a hose appliance that is equipped with one or more gated intakes with female swivel connection(s) compatible with the supply hose used on one side and a swivel connection with pump intake threads on the other side shall be carried. Any intake connection larger than 3.00" (75 mm) shall include a pressure relief device that meets the requirements of 16.6.6 (if equipped with pump).
- 4.3.162.17 If the apparatus does not have a 2.50" National Hose (NH) intake, an adapter from 2.50" NH female to a pump intake shall be carried, mounted in a bracket fastened to the apparatus if not already mounted directly to the intake.
- 4.3.162.18 If the supply hose carried has other than 2.50" National Hose (NH) threads, adapters shall be carried to allow feeding the supply hose from a 2.50" NH thread male discharge and to allow the hose to connect to a 2.50" NH female intake, mounted in brackets fastened to the apparatus if not already mounted directly to the discharge or intake.
- 4.3.163 SOFT SUCTION HOSE, PROVIDED BY FIRE DEPARTMENT: NFPA 1901, 2009 edition, section 7.6 requires a minimum of 20 ft of suction hose or 15 ft of supply hose. Hose is not on the apparatus as manufactured. The fire department will provide suction or supply hose.
- 4.3.164 DRY CHEMICAL EXTINGUISHER PROVIDED BY FIRE DEPARTMENT: NFPA 1901, 2009 edition, section 7.7.3.1 requires one approved dry chemical portable fire extinguisher with a minimum 80-B:C rating mounted in a bracket fastened to the apparatus. The extinguisher is not on the apparatus as manufactured. The fire department will provide and mount the extinguisher.
- 4.3.165 WATER EXTINGUISHER PROVIDED BY FIRE DEPARTMENT: NFPA 1901, 2009 edition, section 7.7.3.1 requires one 2.5 gallon or larger water extinguisher mounted in a bracket fastened to the apparatus. The extinguisher is not on the apparatus as manufactured. The fire department will provide and mount the extinguisher.
- 4.3.166 AXE, FLATHEAD, PROVIDED BY FIRE DEPARTMENT: NFPA 1901, 2009 edition, Section 7.7.3.1 requires one flathead axe mounted in a bracket fastened to the apparatus. The axe is not on the apparatus as manufactured. The fire department shall provide and mount the axe.
- 4.3.167 PAINT PROCESS: The exterior custom cab and/or body painting procedure shall consist of a seven step finishing process. A commercial chassis paint process shall follow similar processes as determined by the chassis manufacturer. The following procedure shall be used by the apparatus manufacturer:
 - 4.3.167.1 <u>Manual Surface Preparation</u> All exposed metal surfaces on the custom cab and body shall be thoroughly cleaned and prepared for painting. Imperfections on the exterior surfaces shall be removed and sanded to a smooth finish. Exterior seams shall be sealed before painting. Exterior surfaces that shall not be painted include; chrome plating, polished stainless steel, anodized aluminum and bright aluminum treadplate.
 - 4.3.167.2 <u>Chemical Cleaning and Pretreatment</u> All surfaces shall be chemically cleaned to remove dirt, oil, grease, and metal oxides to ensure the subsequent coatings bond well. The aluminum surfaces shall be properly cleaned and treated using a high pressure, high temperature 4 step Acid Etch

process. The steel and stainless surfaces shall be properly cleaned and treated using a high temperature 3 step process specifically designed for steel or stainless. The chemical treatment converts the metal surface to a passive condition to help prevent corrosion. A final pure water rinse shall be applied to all metal surfaces.

- 4.3.167.3 Surfacer Primer The Surfacer Primer shall be applied to a chemically treated metal surface to provide a strong corrosion protective base coat. A minimum thickness of 2 mils of Surfacer Primer is applied to surfaces that require a critical aesthetic finish. The surfacer primer shall be a two-component high solids urethane that has excellent sanding properties and an extra smooth finish when sanded.
- 4.3.167.4 Finish Sanding The surfacer primer shall be sanded with a fine grit abrasive to achieve an ultrasmooth finish. This sanding process is critical to produce the smooth mirror like finish in the topcoat.
- 4.3.167.5 Sealer Primer The sealer primer is applied prior to the base coat in all areas that have not been previously primed with the surfacer primer. The sealer primer is a two-component high solids urethane that goes on smooth and provides excellent gloss hold out when top coated.
- 4.3.167.6 Base coat Paint Two coats of a high performance, two component high solids polyurethane base coat shall be applied. The Base coat shall be applied to a thickness that shall achieve the proper color match. The Base coat shall be used in conjunction with a urethane clear coat to provide protection from the environment.
- 4.3.167.7 Clear Coat Two coats of clear coat shall be applied over the base coat color. The clear coat is a two-component high solids urethane that provides superior gloss and durability to the exterior surfaces. Lap style doors shall be clear coated to match the body. Paint warranty for the roll-up doors shall be provided by the roll-up door manufacturer.
- 4.3.167.8 Specifications are written to define cyclic corrosion testing, physical strengths, durability and minimum appearance requirements shall be met in order for an exterior paint finish to be considered acceptable as a quality finish. Each batch of base coat color shall be checked for a proper match before painting of the cab and the body. After the cab and body are painted, the color is verified again to make sure that it matches the color standard. Electronic color measuring equipment shall be used to compare the color sample to the color standard entered into the computer. Color specifications are used to determine the color match. A Delta E reading must be used to determine a good color match within each family color. All removable items such as brackets, compartment doors, door hinges, and trim shall be removed and separately if required, to ensure paint behind all mounted items. Body assemblies that cannot be finish painted after assembly shall be finish painted before assembly.
- 4.3.168 PAINT- ENVIROMENTAL IMPACT: Contractor must meet or exceed all current State regulations concerning paint operations. Pollution control shall include measures to protect the atmosphere, water and soil. Controls shall include the following conditions:
 - 4.3.168.1 Topcoats and primers shall be chrome and lead free.
 - 4.3.168.2 Metal treatment chemicals shall be chrome free. The wastewater generated in the metal treatment process shall be treated on-site to remove any other heavy metals.
 - 4.3.168.3 Particulate emission collection from sanding operations shall have a 99.99% efficiency factor.
 - 4.3.168.4 Particulate emissions from painting operations shall be collected by a dry filter or water wash process. If the dry filter is used, it shall have an efficiency rating of 98.00%. Water wash systems shall be 99.97% efficient
 - 4.3.168.5 Water from water wash booths shall be reused. Solids shall be removed on a continual basis to keep the water clean.
 - 4.3.168.6 Paint wastes shall be disposed of in an environmentally safe manner.
 - 4.3.168.7 Empty metal paint containers shall be recycled to recover the metal.
 - 4.3.168.8 Solvents used in clean-up operations shall be recycled on-site or sent off-site for distillation and returned for reuse.
 - 4.3.168.9 Additionally, the finished apparatus shall not be manufactured with or contain products that have ozone depleting substances. Contractor shall, upon demand, present evidence that the manufacturing facility meets the above conditions and that it is in compliance with the state EPA rules and regulations.
- 4.3.169 PAINT: The chassis shall be painted by the chassis manufacturer, and shall remain the commercial grade finish as provided. To ensure a good color match between the body and chassis, the apparatus manufacturer and chassis manufacturer shall have a mutually preapproved paint color program. The apparatus shall be painted candy apple red.

- 4.3.170 COMMERCIAL CHASSIS PAINT: The chassis shall be painted by the chassis manufacturer. It shall remain the color and commercial quality finish as provided. The primary color shall be candy apple red.
- 4.3.171 TWO-TONE CAB: The cab shall be painted two-tone by the chassis manufacturer. The color used for the upper section shall be white. The area of the cab to be painted white shall be from the bottom of the windshield post, around the back of the cab including the cab roof.
- 4.3.172 PAINT CHASSIS FRAME ASSEMBLY: The chassis frame assembly shall be painted black by the chassis manufacturer. It shall remain the commercial grade finish as provided
- 4.3.173 WHEEL PAINT: The wheels shall be painted by the chassis manufacturer to match the main color of the cab.
- 4.3.174 COMPARTMENT INTERIOR FINISH: The interior of the body compartments shall be left unpainted and have the natural finish.
- 4.3.175 REFLECTIVE STRIPES: Three reflective stripes shall be provided across the front of the vehicle and along the sides of the body. The reflective band shall consist of a 1.00" white stripe at the top with a 1.00" gap then a 6.00" white stripe with a 1.00" gap and a 1.00" white stripe on the bottom.
- 4.3.176 CHEVRON STRIPING ON THE FRONT BUMPER: There shall be alternating chevron striping located on the front bumper. The colors shall be red and fluorescent lime yellow reflexite. The size of the striping shall be 6".
- 4.3.177 CHEVRON STRIPING, REAR: There shall be alternating chevron striping located on the rear-facing vertical surface of the apparatus. The colors shall be red and fluorescent yellow green diamond grade. Each stripe shall be 6.00" in width. This shall meet the requirements of NFPA 1901, 2009 edition, which states that at least 50% of the rear surface shall be covered with chevron striping.
- 4.3.178 MOUNTING PLATES, REFLECTIVE STRIPE: Due to the surface texture, the reflective material shall be applied to smooth aluminum. six aluminum plate(s) shall be provided. The plate(s) shall be located Both sides and rear of the truck
- 4.3.179 REFLECTIVE STRIPE, CAB DOORS: A ruby red reflective stripe shall be provided on the interior of each cab door. This stripe shall be a minimum of 96.00 square inches and shall meet the NFPA 1901 requirement.
- 4.3.180 LETTERING: There shall be reflective lettering, 2.00" high, with no outline or shade provided. There shall be eighteen letters provided.
- 4.3.181 LETTERING: There shall be reflective lettering, 18.00" high, with no outline or shade provided. There shall be six letters provided.
- 4.3.182 LETTERING: There shall be reflective lettering, 5.00" high, with no outline or shade provided. There shall be four letters provided.
- 4.3.183 LETTERING: There shall be reflective lettering, 16.00" high, with no outline or shade provided. There shall be two letters provided.
- 4.3.184 LETTERING: There shall be reflective lettering, 8.00" high, with outline provided. There shall be four letters provided.
- 4.3.185 EMBLEM/S: There shall be one reflective emblem/s, installed on the rear at pick up. Emblem/s shall be modeled after the department patch.
- 4.3.186 EMBLEM: There shall be two reflective emblem(s), approximately 12.00" 14.00" in size, installed on each cab door. The emblem shall be modeled after the department submitted information (art, patch, etc).
- 4.3.187 CD MANUAL, BODY PARTS ONLY: A custom parts manual for the factory installed parts only shall be provided in CD format with the completed unit. The manual shall contain the following:
 - 4.3.187.1 Job number
 - 4.3.187.2 Part numbers with full descriptions
 - 4.3.187.3 Table of contents

- 4.3.187.4 Parts section sorted in functional groups reflecting a major system, component, or assembly
- 4.3.187.5 Parts section sorted in Alphabetical order
- 4.3.187.6 Instructions on how to locate parts
- 4.3.187.7 The manual shall be specifically written for the body model being purchased. It shall not be a generic manual for a multitude of different bodies.
- 4.3.188 MANUALS, SERVICE: A CD format service manual supplement containing parts and service information on factory installed components shall be provided with the completed unit. The manual shall be specifically written for the unit being purchased. It shall not be a generic manual for a multitude of different units.
- 4.3.189 MANUAL, CHASSIS OPERATION: One chassis operation manual (manufacturer's standard) shall be provided with the completed unit.
- 4.3.190 ONE YEAR MATERIAL AND WORKMANSHIP: Each new piece of apparatus shall be provided with a minimum one year basic apparatus material and workmanship warranty. The warranty shall cover such portions of the apparatus built by the manufacturer as being free from defects in material and workmanship that would arise under normal use and service. A copy of the warranty certificate shall be submitted with the bid package (No Exception).
- 4.3.191 CHASSIS WARRANTY: The chassis shall include a 3 year or 100,000 mile warranty against defects in material and workmanship, covering 100 percent parts and labor.
- 4.3.192 PAINT WARRANTY: The commercial chassis manufacturer's paint warranty shall apply to the paint on the chassis only and shall cover fading and chipping within one year, covering 100 percent parts and labor.
- 4.3.193 CAMERA SYSTEM WARRANTY: A 54 month warranty shall be provided for the camera system and related components; covering 100 percent parts and labor.
- 4.3.194 COMPARTMENT LIGHT WARRANTY: A ten year material and workmanship warranty shall be provided for the Pierce 12 volt DC LED strip lights. The warranty shall cover the LED strip lights to be free from defects in material and workmanship that would arise under normal use. A copy of the warranty certificate shall be submitted with the bid package; covering 100 percent parts and labor (no exception).
- 4.3.195 TRANSMISSION WARRANTY: The transmission shall have a five year/unlimited mileage warranty covering 100 percent parts and labor. The warranty to be provided by Allison Transmission and not apparatus builder.
- 4.3.196 TEN YEAR STRUCTURAL INTEGRITY: Each new piece of apparatus shall be provided with a ten year material and workmanship warranty on the apparatus body. The warranty shall cover such portions of the apparatus built by the manufacturer as being free from defects in material and workmanship that would arise under normal use and service. A copy of the warranty certificate shall be submitted with the bid package; covering 100 percent parts and labor (no exception).
- 4.3.197 PUMP WARRANTY: A Darley six year warranty on parts and three year warranty on labor shall be provided for the pump. A copy of the warranty certificate shall be submitted with the bid package (No Exception).
- 4.3.198 TEN YEAR PUMP PLUMBING WARRANTY: The stainless steel plumbing components and ancillary brass fittings used in the construction of the water/foam plumbing system shall be warranted for a period of ten years or 100,000 miles. This must cover structural failures caused by defective design or workmanship, or perforation caused by corrosion, provided the apparatus is used in a normal manner. A copy of the warranty certificate shall be submitted with the bid package (no exception).
- 4.3.199 LIFETIME MATERIAL AND WORKMANSHIP: The UPF poly water tank shall be provided with a lifetime material and workmanship warranty. A copy of the warranty certificate shall be submitted with the bid package (No Exception).
- 4.3.200 TEN YEAR PRO-RATED PAINT & CORROSION: Each new piece of apparatus shall be provided with a ten year pro-rated paint and corrosion warranty on the apparatus body. The warranty shall cover painted exterior surfaces of the body to be free from blistering, peeling, corrosion, or any other adhesion defect caused by defective manufacturing methods or paint material selection that would arise under normal use and service. A copy of the warranty certificate shall be submitted with the bid package (no exception).

- 4.3.201 VEHICLE STABILITY CERTIFICATION: The fire apparatus manufacturer must provide a certification stating the apparatus complies with NFPA 1901, current edition, section 4.13, Vehicle Stability. The certification shall be provided at the time of bid.
- 4.3.202 CAB INTEGRITY: Vendor must provide documentation the cab has been tested to and passed the following standards:
 - 4.3.202.1 ECE Regulation No.29.

4.3.203.2

- 4.3.202.2 SAE J2422 Cab Roof Strength Evaluation Quasi-Static Loading Heavy Trucks.
- 4.3.203 AMP DRAW REPORT: The bidder shall provide, at the time of bid and delivery, an itemized print out of the expected amp draw of the entire vehicle's electrical system.

The bidder shall provide the following documentation from the manufacturer of the apparatus:

- 4.3.203.1 Documentation of the electrical system performance tests.
 - A written load analysis, which shall include the following:
 - 4.3.203.2.1 The nameplate rating of the alternator.
 - 4.3.203.2.2 The alternator rating under the conditions specified per:
 - 4.3.203.2.2.1 Applicable NFPA 1901 or 1906 (Current Edition).
 - 4.3.203.2.3 The minimum continuous load of each component that is specified per:
 - 4.3.203.2.3.1 Applicable NFPA 1901 or 1906 (Current Edition).
 - 4.3.203.2.4 Additional loads that, when added to the minimum continuous load, determine the total connected load.
 - 4.3.203.2.5 Each individual intermittent load.
- 4.3.204 All of the above listed items shall be provided by the bidder per the applicable NFPA 1901 or 1906 (Current Edition).

005 - 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.

<u>Term Consistent with Cooperative Contract</u>. 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.

<u>Contract Documents</u>. 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 FS12-15 through HGAC.

<u>Order of Priority of Contract Documents</u>. 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.

<u>This RFO includes the following</u>: 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.

All Or None Bid.

City of San Antonio will make award to one vendor only.

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 "PURCHASE OF PUBLIC SAFETY WATER TRUCKS" 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:

ТҮРЕ	AMOUNTS
 Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury 	For <u>B</u> odily <u>I</u> njury and <u>P</u> roperty <u>D</u> amage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

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 <u>additional insureds</u> 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 Preference Program Tracking Form

006 - GENERAL TERMS & CONDITIONS

<u>Electronic Offer Equals Original</u>. 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.

<u>Destination Contract.</u> 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.

<u>Failure to Deliver</u>. 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.

<u>Purchase Orders</u>. 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.

<u>Acceptance by City</u>. 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.

<u>Testing</u>. 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.

<u>Address for Invoices</u>. All original invoices must be sent 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.

<u>Amendments</u>. 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.

<u>Termination-Breach</u>. 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.

<u>Termination-Notice</u>. 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.

<u>Termination-Funding</u>. 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.

<u>Independent Contractor</u>. 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.

<u>Assignment</u>. 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.

<u>Ownership of Documents</u>. 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.

<u>Severability</u>. 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.

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

<u>Certifications</u>. 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.

<u>Non-waiver of Performance</u>. 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.

<u>Venue</u>. 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 IILC.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.

<u>Delinquent Taxes</u>. 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.

<u>Binding Contract</u>. 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.

<u>Entire Agreement.</u> This contract, including City's final electronically posted online version, together with its authorizing ordinance, and its price schedule(s), attachments, 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, whether electronically or by paper, 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.

If submitting your offer by paper, 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.:	
Signer's Name:	David A. Duggan
Name of Business:	Siddons-Martin Emergency Group, LLC
Street Address:	14233 Interdrive West
City, State, Zip Code:	Houston, Texas, 77032
Email Address:	David.duggan@siddons-martin.com
Telephone No.:	800-748-6806
Fax No.:	281-442-0850
City's Solicitation No.:	6100007031

David A. Duggan

Signature of Person Authorized to Sign Offer

DalaDon

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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.

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

<u>Alternate Offer</u> - 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.

<u>Bid Bond</u> - 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.

<u>City</u> - the City of San Antonio, a Texas home-rule municipal corporation.

<u>Contractor</u> - 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.

<u>Offeror</u> - 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.

<u>Payment Bond</u> - 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.

<u>Performance Bond</u> - 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.

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

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

<u>Purchase Order</u> - 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.

<u>Specifications</u> - 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.

<u>Subcontractor</u> - 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.

<u>Supplier</u> - 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.

<u>Vendor</u> - 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 - ATTACHMENTS

ATTACHMENT A

PRICE SCHEDULE

ITEM QUANTITY DESCRIPTION 1 1 Freightliner, Model M2, 106MD Conventional Chassis, 2000 Gallon Water Tanker/Tender Unit

PRICE EACH: \$236,636.00

TOTAL PRICE: \$238,636.00 including HGAC FEE

YEAR MAKE & MODEL OF CAB & CHASSIS: 2016 Pierce DXT Freightliner, 2000 Gallon Tanker

CAB & CHASSIS WARRANTY: Freightliner 3 year or 100,000 mile warranty

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

Cummins ISB-360 HP, Rated Brake Horsepower 360@ 2600 RPM

ENGINE WARRANTY: Freightliner 3 year or 100,000 mile warranty

TRANSMISSION OFFERED: Allison 3000 EVS , 5 speed and 5-year EVS warranty

CAB & CHASSIS WARRANTY SERIVCE PROVIDER NAME:

Siddons-Martin Emergency Group, LLC and any Freightliner Dealer

CAB & CHASSIS WARRANTY PROVIDER ADDRESS:

Siddons-Martin Emergency Group , LLC and any Freightliner dealer

DELIVERY: Delivery will be made within <u>300-360</u> calendar days after issuance of purchase order

PRODUCTION CUT-OFF DATE: N/ A _____.

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: N/A _____.

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? <u>NO</u>.

Prompt Payme	nt Discount:%_	days. (If no discount is offered, Net 30 will apply.)	
ITEM	QUANTITY	DESCRIPTION	
2	1	HGAC FS12-15 FEE	
COOPERATIV	'E FEE EACH: \$		
TOTAL COOP	ERATIVE FEE: \$ 2000.00		

ATTACHMENT B

Veteran-Owned Small Business Program Tracking Form

Authority. The City of San Antonio Veteran-Owned Small Business Preference Program Ordinance 2013-12-05-0864 adopted a veteran-owned small business preference program for specific contracting categories for solicitations issued after January 15,2014.

Tracking. <u>This solicitation is not eligible for a preference</u> based on status as a veteran-owned small business (VOSB). Nevertheless, in order to determine whether the program can be expanded at a later date, the City tracks VOSB participation at both prime contract and subcontract levels.

Certification. The City relies on inclusion in the database of veteran-owned small businesses (VOSB) maintained by the U.S. Small Business Administration to verify VOSB status; however, veteran status may also be confirmed by certification by another public or private entity that uses similar certification procedures.

Definitions. The program uses the federal definitions of veteran and veteran-owned small business found in 38 CFR Part 74.

- The term "veteran" means a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps, Coast Guard, for any length of time and at any place and who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in line of duty or while in training status.
- A veteran-owned small business is a business that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as "small" for Federal business size stand purposes.

The program does not distinguish between a veteran and a service-disabled veteran-owned business and is not limited geographically.

COMPLETE THE FOLLOWING FORM AND SUBMIT IT WITH YOUR BID/PROPOSAL.

City of San Antonio Veteran-Owned Small Business Program Tracking Form

SOLICITATION NAME/NUMBER: 6100007031

Name of Respondent:	Siddons-Martin Emergency Group, LLC	
Physical Address:	14233 Interdrive West	
City, State, Zip Code:	Houston, Texas, 77032	
Phone Number:	800-748-6806	
Email Address:	David.duggan@siddons-martin.com	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Dollar Amount		

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes	No
Name of SUBCONTRACTOR Veteran-Owned Small Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is SUBCONTRACTOR certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is SUBCONTRACTOR certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified SUBCONTRACTOR as a VOSB. Include any identifying certification numbers.		
Participation Dollar Amount		

City of San Antonio Veteran-Owned Small Business Program Tracking Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on Veteran-Owned Small Business Program Tracking Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Program Tracking Form may be investigated and I hereby give my full permission for any such investigation. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

BIDDER/RESPONDENT'S FULL NAME:

David A. Duggan, Siddons-Martin Emergency Group, LLC (Print Name) Authorized Representative of Bidder/Respondent

David A. Duggan

(Signature) Authorized Representative of Bidder/Respondent

Sales Consultant for Siddons-Martin Emergency Group, LLC Title

January 18, 2016

Date

This Veteran-Owned Small Business Program Tracking Form must be submitted with the Bidder/Respondent's bid/proposal.



City of San Antonio

ADDENDUM I

- <u>SUBJECT</u>: Request for Offer (RFO) PURCHASE OF PUBLIC SAFETY WATER TRUCKS (RFO# 6100007031) Scheduled to Open: January 15, 2016; Date of Issue: January 8, 2016
- FROM: Paul J. Calapa Procurement Administrator
- DATE: January 12, 2016

THIS NOTICE SHALL SERVE AS ADDENDUM NO. I TO THE ABOVE REFERENCED REQUEST FOR OFFER

THE ABOVE MENTIONED REQUEST FOR OFFER IS HEREBY AMENDED AS FOLLOWS:

1. The opening date is hereby extended to JANUARY 20, 2016 AT 10:00 A.M. CENTRAL TIME.

Paul J. Calapa Procurement Administrator Finance Department, Purchasing Division

PJC/im



City of San Antonio

ADDENDUM II

- <u>SUBJECT</u>: Request for Offer (RFO) PURCHASE OF PUBLIC SAFETY WATER TRUCK (RFO# 6100007031) Scheduled to Open: January 20, 2016; Date of Issue: January 8, 2016
- FROM: Paul J. Calapa Procurement Administrator
- <u>DATE</u>: January 15, 2016

THIS NOTICE SHALL SERVE AS ADDENDUM NO. II TO THE ABOVE REFERENCED REQUEST FOR OFFER

THE ABOVE MENTIONED REQUEST FOR OFFER IS HEREBY AMENDED AS FOLLOWS:

Changed to Read:

REQUEST FOR OFFER ("RFO") NO.: 6100007031 PURCHASE OF PUBLIC SAFETY WATER TRUCK

Changed to Read:

4.1 SCOPE: The City of San Antonio is soliciting bids to purchase **one** Public Safety Water **Truck**. More specifically, this contract is for the purchase of **one** Freightliner, Model M2, 106MD Conventional Chassis, 2000 Gallon Water Tanker/Tender **truck** meeting the specifications stated herein.

Changed to Read:	
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4.3 [~]	ltem	Quantity	Description
	1	1	2000 Gallon Water Tanker/Tender Unit

Changed to Read:

PRICE SCHEDULE

ITEM QUANTITY 1 1

DESCRIPTION Freightliner, Model M2, 106MD Conventional Chassis, 2000 Gallon Water Tanker/Tender Unit

Paul J. Calapa Procurement Administrator Finance Department, Purchasing Division

PJC/im