AN ORDINANCE 2016-06-30-0504

ACCEPTING THE OFFERS FROM DOGGETT FREIGHTLINER OF SOUTH TEXAS, LLC AND MAC HAIK DODGE CHRYSLER JEEP RAM TO PROVIDE A REPLACEMENT MOBILE COMMAND VEHICLE AND A RAPID DEPLOYMENT VEHICLE TO THE CITY'S POLICE DEPARTMENT FOR A TOTAL COST OF \$762,153.00, FUNDED FROM THE EQUIPMENT RENEWAL AND REPLACEMENT FUND.

* * * * *

WHEREAS, an offer was submitted by Doggett Freightliner of South Texas, LLC to provide the City of San Antonio Police Department with one replacement Mobile Command Vehicle for a total cost of \$589,803.00; and

WHEREAS, an offer was submitted by Mac Haik Dodge Chrysler Jeep Ram to provide the City of San Antonio Police Department with one replacement SWAT Rapid Deployment Vehicle for a total cost of \$172,350.00; and

WHEREAS, the Texas Local Government Code indicates that competitive bidding is not required under section 252.022(a)(2), which provides for a procurement necessary to protect the public health or safety; NOW THEREFORE:

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

SECTION 1. The offers submitted by Doggett Freightliner of South Texas, LLC and Mac Haik Dodge Chrysler Jeep Ram to provide the City of San Antonio Police Department with one replacement Mobile Command Vehicle and one replacement SWAT Rapid Deployment Vehicle for a total cost of \$762,153.00 are hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. Copies of the contracts are attached hereto and incorporated herein for all purposes as Exhibits I and II.

SECTION 2. Funding in the amount of \$762,153.00 for this ordinance is available in Fund 72001000, Cost Center 3503200001 and General Ledger 5501055, as part of the Fiscal Year 2016 Budget. Payment not to exceed \$589,803.00 is authorized to Doggett Freightliner of South Texas, LLC and should be encumbered with a purchase order. Payment not to exceed \$172,350.00 is authorized to Mac Haik Dodge Chrysler Jeep Ram and should be encumbered with a purchase order.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

LOC/rk 6/30/16 Item No. 7

SECTION 4. This ordinance is effective immediately upon passage by eight or more affirmative votes; otherwise, it is effective on the tenth day after passage.

PASSED and APPROVED this 30th day of June, 2016.

MAYO

Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda, Acting City Attorney

Agenda Item:	7 (in consent vote: 4, 6, 7, 8, 9, 10, 11, 12A, 12B, 13, 15, 22, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33, 35, 36, 37, 39A, 39B)						
Date:	06/30/2016						
Time:	09:25:19 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance accepting the offers from Doggett Freightliner of South Texas, LLC and Mac Haik Dodge Chrysler Jeep Ram to provide a replacement Mobile Command Vehicle and a Rapid Deployment Vehicle to the City's Police Department for a total cost of \$762,153.00, funded from the Equipment Renewal and Replacement Fund. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		X				х
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		X				4
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		X				
Joe Krier	District 9		x			x	
Michael Gallagher	District 10		X				



CITY OF SAN ANTONIO

PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR OFFER ("RFO") NO.: 6100007623

PURCHASE OF SWAT-RAPID DEPLOYMENT VEHICLE

Date Issued: MAY 25, 2016

RESPONSES MUST BE RECEIVED NO LATER THAN: 10:00 AM CENTRAL TIME, JUNE 02, 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:

Physical Address:
Purchasing & General Services
Riverview Tower
111 Soledad, 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 SWAT-RAPID DEPLOYMENT VEHICLE"

Offer Due Date: 10:00 A.M. CENTRAL TIME, JUNE 02, 2016 RFO No.: 6100007623

Offeror's Name and Address

Bid Bond: None

Performance Bond: None

Payment Bond: None Other: None

See Supplemental Terms & Conditions for Information on these requirements.

Affirmative Procurement Initiative: None

DBE / ACDBE Requirements: None

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

Pre-Submittal Conference * NO

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

Staff Contact Person: LD MCGARITY, PROCUREMENT SPECIALIST II, P.O. Box 839966, San Antonio, TX 78283-3968

Email: Id.mcgarity@sanantonio.gov

Phone: 210-207-2078 Fax: 210-207-4360

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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.

Certified Vendor Registration Form. 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.

Alternate Offers. 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.

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

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

Offerors shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which an offer is submitted. Offeror shall provide said catalog at the time of submission of its offer. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for 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 2 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.

<u>Line Item Offers</u>. Any offer that is considered for award by each unit or line item, must include a price for each unit or line item for which Offeror wishes to be considered. All offers are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

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

<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 and 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.

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

Court order. Pricing may be tabulated and posted to City's website, so shall not be considered proprietary or confidential.

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

Rejection of Offers.

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

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

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

The offer is conditional; or

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

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

<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.

Conflict of Interest. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or offers, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mall to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Offeror should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your sealed offer. The Purchasing Division will not deliver the form to the City Clerk for you.

State of Texas Conflict of Interest Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under 176.006(a) of the statute.

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

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

https://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:

Office of the City Clerk, City Hall, 2nd floor, 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.

004 - SPECIFICATIONS / SCOPE OF SERVICES

- 4.1 The City of San Antonio is seeking a qualified contractor to provide one Special Weapons and Tactics Teams (SWAT) Rapid Deployment Vehicle in accordance with the Building and Equipment Services Department specifications listed herein. The SWAT Rapid Deployment Vehicle will be utilized by the San Antonio Police Department (SAPD).
- 4.2 PRE DESIGN CONFERENCE: The will be a pre-design conference at 329 S. Frio, San Antonio, TX 78207 with the contractor and two representatives of the SAPD to review the vehicle being replaced and to gain insight for final design features. Attendance by webinar is acceptable.
- 4.3 PRE CONSTRUCTION and SUBSTANTIAL COMPLETION CONFERENCES:
 There will be one (1) pre-construction meeting with the contractor and two representatives of the SAPD to review on-site materials for selection and provide final approval for design for construction. This conference will be held before any metal is bent or sheared. Any changes or additions to the specifications contained in this RFO shall be by written amendment, in accordance with Section 006-General Terms and Conditions. There will be one (1) substantial completion conference for the contractor and two representatives of the SAPD to review the substantially completed vehicle for final inspection before shipping. Cost of travel and lodging will be provided by the vendor for both trips to include hotel, air fare, and up to \$70 per day per diem per person. Contractor shall provide two weeks advance notice for all travel arrangements.
- 4.4 AS BUILT DOCUMENTATION:
- 4.4.1 A copy of the finalized build sheet with a San Antonio Police Department (SAPD) Representative signature confirming equipment build out shall be provided to the City prior to equipment delivery. The delivery date for the completed unit shall be communicated when the build sheet is finalized. Electrical wiring schematics that include lighting and air conditioning systems for body shall be provided at time of delivery. Electrical wiring schematics and finalized build sheet shall be provided in paper in Adobe PDF format.
- 4.4.2 In the event of a discrepancy between the drawing and specification, the specification will supersede. Any substitutions of equal quality and specifications of those listed in this document must be approved by the Building & Equipment Services Fleet Acquisitions Administrator in writing, and effected by amendment to this RFO in accordance with Section 006-General Terms and Conditions.
- 4.4.3 Delivery: All deliveries are to be made inside the City limits of San Antonio. Vendor must deliver equipment to the following address:

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

- 4.4.4 Delivery to a non-specified location will result in non-acceptance of the equipment by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS. Vehicles will be accepted 8:00 A.M. to 3:00 P.M. CST. Vehicles with more than 1500 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.
- 4.4.5 The Manufacturer's Statement of Origin (MSO), Dealer Temporary license plates/tags, proper Invoice, Texas state inspection decal, signed 130U form and State Weight Certificate/slip (for trucks over one ton) are required upon delivery of each vehicle. Vehicle shall have a Final Stage Vehicle Certification and Altered Vehicle Certification as required by Federal Motor Vehicle Safety Standards (FMVSS) 49 CFR Part 567.5 and 567.7. Any of these missing items will deem the vehicle delivered Not as Specified and will not be processed or accepted vehicle all required paperwork is completed and provided to Fleet Acquisition staff.
- 4.4.6 VEHICLE INSPECTION: The vendor shall have each vehicle properly inspected in compliance with Texas motor vehicle laws. Texas Vehicle Inspection Report shall be provided with the vehicle at the time of delivery.

- 4.4.7 CHECK-IN INSPECTION: The City shall check the vehicle upon delivery to ensure compliance with this specification and any other specific requirements. The vendor shall deliver with the vehicle a vehicle-specific line-setting ticket, manufacturer's invoice, and MSO or any official documentation to verify the fact that ordered options, GVWR rating, and other requirements have been met.
- 4.4.8 Failure to provide required documentation may cause the delay of payment. Payment will be made within 30 days after vehicle's acceptance or receipt of correct invoice, whichever is later. Acceptance will not be made, nor payment initiated on vehicles failing to meet specifications (unless they are brought into full compliance), and all necessary documents (i.e. MSO, odometer statement, etc.) are received by the City.
- 4.4.9 The City shall have a maximum of 30 working days to complete this inspection.
- 4.4.10 LITERATURE AND EQUIPMENT MANUALS: The supplier shall furnish (2) complete sets per vehicle type, of the following: Parts Manual, Maintenance Manual, Service Manual, and Operators Manual; or free online access of all equipment, accessories, and components. The supplier shall furnish (2) complete printed sets or electronic versions of detailed literature and specifications of each vehicle type upon contract award.
 - 4.1.10.1 As-built specifications with interior and exterior drawings as used for production of the vehicle.
 - 4.4.10.2 Chassis and body owner's manuals.
 - 4.4.10.3 12Vdc and 120Vac legends showing wire gauge, color, number and function.
 - 4.4.10.4 12Vdc high current wiring diagram illustrating the battery system, isolators, power converters, alternator, disconnect switches and control panels.
 - 4.4.10.5 Roof top antenna placement drawing and legend identifying antenna placements and termination points.
 - 4.4.10.6 Audio/Video cabling diagram.
 - 4.4.10.7 Telephone system punch block wiring diagrams.
 - 4.4.10.8 Alarm system zones legend.
 - 4.4.10.9 Warranty and Return Authorization procedures.
 - 4.4.10.10 Chassis and generator maintenance service logs.
 - 4.4.10.11 Battery maintenance information.
 - 4.4.10.12 All individual component manuals and warranty registration cards as provided by component manufacturers.
- 4.4.11 All bodies and components in this bid will be installed in accordance with the appropriate complete Vehicle Data Manual. Certification of compliance will 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) will not be applied to the vehicle or mounted components. Installation will 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 will 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. Bidders will be responsible for the relocation of any truck components to facilitate installation of the body and equipment. Such relocation must be included as part of the basic bid. No dealership nameplates, markings or decals will be permitted on the vehicles.
- 4.4.12 Upon contract award, vendor shall provide written acknowledgement of order placement and supply copy of build sheet and guaranteed delivery date of completed unit, which must be within the time stated on the Price Schedule. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS CONTRACT. DELAYS IN DELIVERY BEYOND 30 DAYS FROM THE DELIVERY DATE SET FORTH ON THE PRICE SCHEDULE SHALL BE DEEMED A MATERIAL BREACH OF THIS CONTRACT, ENTITLING CITY TO TERMINATE FOR CAUSE. ANY DELAY BEYOND THE DELIVERY DATE SET FORTH ON THE PRICE SCHEDULE SHALL ENTITLE CITY TO LIQUIDATED DAMAGES AS DESCRIBED IN SECTION 005-SUPPLEMENTAL TERMS AND CONDITIONS. Electrical wiring schematics that include lighting and air conditioning systems for body shall be provided at time of delivery. Electrical wiring schematics shall be provided in paper and electronic format.
- 4.4.13 All fluid levels checked and maintained with the proper grade and type of fluids.

- 4.4.14 The interior and exterior of units shall be clean and freshly washed at time of delivery.
- 4.4.15 A full tank must show on the fuel gauge when delivered.
- 4.4.16 Unless specifically permitted by the City, vehicles shall be equipped with all accessories as stated in the purchase order prior to delivery. Generally, the servicing of ordered vehicles on the premises of the City is not permitted.
- 4.4.17 All shipping tickets shall reference the applicable entity requisition/purchase order number(s) and will accompany each delivery shipment. If shipping tickets are received without applicable purchase order number(s), delivery may be rejected. All window stickers shall remain attached to the vehicle. The vendor shall provide an official and acceptable weight certificate when applicable and required for vehicle registration.
- 4.4.18 POWER FEATURES: Power steering, power ABS brakes and manual tilt steering wheel. All units shall be equipped with steering column mounted gear selector unless otherwise specified.
- 4.4.19 KEYS: Each unit shall have a minimum three keyless remotes (fobs) and shall have a minimum of three (3) sets of keys unless vehicle utilizes a push button ignition system, then a minimum of three (3) keyless remote fobs are required.
- 4.4.20 All units shall be equipped with safety equipment as required by the Federal Government. Shall MEET ALL SAFETY STANDARDS AND REQUIREMENTS
- 4.5 Any diesel engine being bid must conform to latest NOx EPA and GHG emission standard in effect at the time of offer. Vendor must supply a copy of the latest Emissions Certificate of Conformity for the vehicles bid. Only engines using selective catalytic reduction (SCR) technology will be accepted.

4.6	ITEM	QUANTITY	DESCRIPTION
	1	1	Special Weapons and Tactics Teams (SWAT) Rapid Deployment Vehicle

GENERAL SPECIFICATIONS

- 4.6.1 CHASSIS/BODY DIMENSIONS:
 - 4.6.1.1 Cab-to-Axle 138"
 - 4.6.1.2 Wheelbase of chassis: 204.5"
 - 4.6.1.3 Overall length of apparatus, including rear step: 348"
 - 4.6.1.4 Overall apparatus width, rub rail to rub rail approximately 96"
 - 4.6.1.5 Overall height of apparatus (loaded): 140" (Estimated measurement dependent on body builder, chassis components, axles, tires, frame, suspension, and roof-mounted equipment.)
 - 4.6.1.6 Interior walkway height raw body approximately 84".
 - 4.6.1.7 Interior walkway height finished approximately 82".
 - 4.6.1.8 Interior walkway length approximately 216".
 - 4.6.1.9 Interior raw body width approximately 93".
 - 4.6.1.10 Interior finished body width approximately 87".
- 4.6.2 CHASSIS 2016 Dodge RAM 500 HD 4X2 Regular Cab 204.5" WB Tradesman/SLT (DP5L66). GVWR 19,500 LBS with rear spring suspension.
- 4.6.3 ENGINE 6.7L I-6 OHV Turbo Diesel (325 HP @ 2,900 RPM, 750 LB.-FT. @ 1,600 RPM).
- 4.6.4 TRANSMISSION:
 - 4.6.4.1 Transmission: 6-Speed Automatic Aisin AS69RC HD.
 - 4.6.4.2 Limited slip differential, driveline traction control, with a minimum 4.44 axle ratio
- 4.6.5 CAB:
 - 4.6.5.1 Zone Defense color back up camera system with 7" LCD monitor with daynight camera.
 - 4.6.5.2 Vehicle height sign on dash.
 - 4.6.5.3 Payload sticker in cab area with vehicle axle load ratings and available axle payload as built.
 - 4.6.5.4 Blackout curtain divider between cab and load space of vehicle. Velcro and snaps to cover walk through access.

- 4.6.5.5 Walk through access from cab to body, finished with fabric/carpet that matches cab interior.
- 4.6.5.6 Block heater shall be wired to a switch on the AC control panel.
- 4.6.5.7 DOT triangle reflector kit with three (3) triangles.
- 4.6.5.8 Courtesy light defeat switch on dash.

4.6.6 BODY:

4.6.6.1 Load space area shall be 83" high x 96" wide x 18' long custom dry van body with the following:

4.6.6.1.1 FLOOR:

- 4.6.6.1.1.1 4" I beam stringers
- 4.6.6.1.1.2 3" 60,000 psi I-beam crossmembers on 12" centers
- 4.6.6.1.1.3 FRP floor, 3/4" core, approx 1" overall thickness.
- 4.6.6.1.1.4 5/8" exterior grade tongue & groove plywood underlayment for floor, ICI 7-2-7-2 G-1 Exposure 1-APA 347 PCUF PS1-95 (or equivalent).
- 4.6.6.1.1.5 Lonseal Loncoin II Flecks 150 Onyx non-skid commercial grade PVC flooring. The flooring shall be continuous, one piece full length, full width, no seams.
- 4.6.6.1.1.6 2-1/2" vinyl cove molding as required (mop board).

4.6.6.1.2 FRONT WALL AND SIDE WALLS:

- 4.6.6.1.2.1 Two (2) 34" x 80" sliding sedan doors with 12" x 18" fixed tinted windows in each door. Kason key lock and aluminum stepwell.
- 4.6.6.1.2.2 Aerodynamic STAINLESS STEEL 5" radius front corner posts and front top radius.
- 4.6.6.1.2.3 Polish top and bottom aluminum rails on front wall and both sides of van.
- 4.6.6.1.2. 4 All exposed exterior bolts, pop and huck style fasteners to be Stainless Steel.
- 4.6.6.1.2.5 Extruded aluminum lower front rail, lower and upper side rails.
- 4.6.6.1.2.6 Reflectors per FMVSS.
- 4.6.6.1.2.7 Full width x 8" high steel reinforcement angle at base of front wall.
- 4.6.6.1.2.8 Front wall to be constructed 5/8"core FRP
- 4.6.6.1.2.9 2" deep aluminum extruded posts sides only, on 16" centers with three(3) 1" round holes located 4", 6" and 8" from bottom of roof rafter. These holes will be used as wiring raceway by LDV during the interior upfit.
- 4.6.6.1.2.10 "Smooth Side" construction exterior surface of side and front wall panels are rivet-free.
- 4.6.6.1.2.11 .040" pre-painted aluminum exterior panels.

4.6.6.1.3 REAR FRAME AND DOOR:

- 4.6.6.1.3.1 Stainless Steel rear corner posts and door frame with 10 ga stainless steel threshold.
- 4.6.6.1.3.2 Interior of rear doors covered with diamond plate.
- 4.6.6.1.3.3 Twin 20" swing rear doors with 12" x 18" fixed tinted windows in each door. Kason slam lock hardware and plunger style door retainers.

4.6.6.1.4 ROOF:

- 4.6.6.1.4.1 Aerodynamic POLISHED cast aluminum front corner caps with gusseted design.
- 4.6.6.1.4.2 Anti-snag rafters on 16" centers, taped to roof skin to handle roof load.
- 4.6.6.1.4.3 .032" one piece aluminum roof.
- 4.6.6.1.4.4 Treadplate full step bumper.

4.6.6.1.5 BODY ENTRANCES:

- 4.6.6.1.5.1 Four (4) 12" Stainless grab handle bars.
 - 4.6.6.1.5.1.1 Two (2) exterior mounted located on either side of rear doors.

4.6.6.1.5.1.2 Two (2) exterior mounted located at each side entry door.

4.6.6.1.5.2 Four (4) 42" stainless grab handle bars.

4.6.6.1.5.2.1 Two (2) interior bulkhead mounted on either side of cab <u>crawl</u> through access door.

4.6.6.1.5.2.2 Two (2) interior at side entry door locations.

- 4.6.6.1.5.3 Two (2) Automatic LED courtesy light at side entry door.
- 4.6.6.1.5.4 Two (2) 24" Single C manually operated exterior entrance step X053W951247 (or current model) with treadplate step cover. Located as shown on drawing.
- 4.6.6.1.5.5 Custom 18" full width, aluminum treadplate rear bumper with intermediate step and open grate step surface in middle and sides. As shown on drawing.
- 4.6.6.1.5.6 30" wide open flip-down step on rear bumper with open grate step surface. Step shall have cam lock to secure step while vehicle is in motion.

4.6.7 PAINT & EXTERIOR

- 4.6.7.1 Body color shall be all white.
- 4.6.7.2 Maxxima LED Round combination stop/tail, turn and reverse lights, (or current model). Includes (2) Lights #16060096 & (4) Connectors #16060100
- 4.6.7.3 Entire underside of the apparatus shall be undercoated. Includes chassis, floor extrusions, step wells and aluminum compartments.
- 4.6.7.4 Rear mud flaps with anti-sail brackets.

4.6.8 INTERIOR WALLS AND WINDOWS:

- 4.6.8.1 Insulate walls with a minimum of 2-1/2" of fiberglass with an R-11 rating. Cover interior body side posts with 1/2" plywood sub wall.
- 4.6.8.2 Cover sub wall with smooth finish Kemlite 0.075" fiberglass reinforced plastic (FRP) lining. Wall covering shall be a continuous piece front to back, no seams acceptable.
- 4.6.8.3 Four (4) 16" X 10" Flush mount deep-tint fixed window installed on side walls.
- 4.6.8.4 No blinds Blackout curtains to be adjustable and place snaps accordingly.
- 4.6.8.5 Two (2) custom fabricated aluminum framed dry erase marker board with pin strip. Sized and located as shown on drawing that is mounted on interior front wall.

4.6.9 INTERIOR ROOF:

- 4.6.9.1 Insulate ceiling with a minimum of 2-1/2" of fiberglass with an R-11 rating. Cover interior roof supports with 1/2" plywood, ICI 7-2-7-2 G-1 Exposure 1-APA 347 PCUF PS1-95 (or equivalent).
- 4.6.9.2 Cover sub ceiling with Kemlite 0.075" fiberglass reinforced plastic (FRP) lining or carpet/fabric. Ceiling covering shall be a continuous piece front to back, no seams acceptable.
- 4.6.9.3 Overhead fluted aluminum grab rails with rubber inserts and chrome plated stanchions. As shown on drawing:
 - 4.6.9.3.1 Two (2) 10' ceiling mounted .
 - 4.6.9.3.2 Two (2) 43" ceiling mounted .
 - 4.6.9.3.3 One (1) 10' curbside wall.
 - 4.6.9.3.4 One (1) 10' streetside wall.
- 4.6.9.4 Interior padded vinyl bumper above side entry door(s).

4.6.10 SEATING

- 4.16.10.1 Fabricate and install fixed bench seating with aluminum base. Bench seat cushions shall be covered in heavy-duty vinyl. Each equipped with pnuematic assist rods. Inside of seat base to be storage where possible.
- 4.16.10.2 3" foam for seat backs and bottoms shall be firm density.
- 4.16.10.3 All bench seating material must meet Federal Motor Vehicle Safety Standards part 571.302 Flammability of Interior Materials.
- 4.16.10.4 Material corners shall be squared or angled to fit precise cut of foam.
- 4.16.10.5 Foam shall be bonded to plywood backer with industrial grade adhesive.

4.16.10.6 Stapling of fabric/vinyl to backer with industrial grade upholstery staples.

4.6.11 ELECTRICAL CABINET

4.6.11.1 120/240Vac Control Center, 12Vdc power panels, master disconnect switch and auto resetting breakers shall be located in console located as shown on drawing.

4.6.12 HVAC SYSTEM

- 4.6.12.1 Fan-tastic Vent model 4000 R (or current model) 3-speed reversible 12" power roof ventilator.
- 4.6.12.2 Two (2) Coleman Polar Mach 9200 series low profile air conditioner.
 - 4.6.12.2.1 9223-C876 13,500 nominal BTU air conditioner with condensate pump.
 - 4.6.12.2.2 9330-B715 Ceiling Assembly with 5,600 BTU heat strip.

4.6.13 120/240VAC ELECTRICAL SYSTEM

- 4.6.13.1 Onan Commercial Quiet Diesel 7.5-kW 120 volt AC generator model 7.5 HDKAT/11453 mounted in custom fabricated all aluminum compartment. Generator has the following specifications:
 - 4.6.13.1.1 67 dB(A) @ 50% load, and 71 dB(A) @ full load before installation in box measured at 10 feet.
 - 4.6.13.1.2 Pure sine wave output with digital voltage regulation.
 - 4.6.13.1.3 3-cylinder liquid cooled diesel engine.
 - 4.6.13.1.4 Fuel consumption is as follows: 50% load = 0.56 GPH, full load = 0.96 GPH.
 - 4.6.13.1.5 Generator temperature operating extremes: -20 F to 120 F.
 - 4.6.13.1.6 Compartment shall be constructed to the following specifications:
 - 4.6.13.1.6.1 Compartment shall be constructed from 0.187" aluminum with all welded seams.
 - 4.6.13.1.6.2 Compartment shall have 0.125" aluminum 2" box pan doors and 0.125" aluminum frames.
 - aluminum frames.

 4.6.13.1.6.3 Door frames shall be riveted to the body and welded to the compartments.
 - 4.6.13.1.6.4 Doors shall have stainless steel hinges attached to the doors and door frames with stainless machine screws.
 - 4.6.13.1.6.5 Doors shall have slam latches and flush mounted handles.
 - 4.6.13.1.6.6 Doors shall have 0.100" aluminum treadplate panels on interior surfaces.
 4.6.13.1.6.7 Doors shall be held open in a 90° position with gas charged lift/support
 - 4.6.13.1.6.7 Doors shall be held open in a 90° position with gas charged lift/support cylinders.
 - 4.6.13.1.6.8 Doors shall be sealed with industrial grade neoprene gasket.
 - 4.6.13.1.6.9 Compartment shall have internal lighting when door is open.
- 4.6.13.2 120Vac control panel with 50 or 60 amp generator and shore power main breaker (based on generator size), six (6) UL listed magnetic/hydraulic branch circuit breakers with amber LED indicators, digital voltmeter, generator start/stop switch, and generator hourmeter.
- 4.6.13.3 Kussmaul Auto Eject 20, 20A-120Vac shore power inlet with 25-ft. 20A-120Vac shore power cord.
- 4.6.13.4 120/240VAC WIRING REQUIREMENTS:
 - 4.6.13.4.1 All 120/240Vac main wiring shall be stranded THHN wire and run in non-metallic Carlon Carflex liquid tight conduit.
 - 4.6.13.4.2 All electrical circuits and appliances shall conform to applicable national electrical codes.

4.6.14 12VDC ELECTRICAL SYSTEM

- 4.6.14.1 80 amp electronic converter/charger that charges up to three banks of batteries at the same time.
- 4.6.14.2 Manual reset circuit breaker.
- 4.6.14.3 Reverse battery protection.
- 4.6.14.4 Electronic current limiting.
- 4.6.14.5 High voltage protection.
- 4.6.14.6 Two (2) 6V Deep Cycle Glass Mat Batteries mounted in the interior.

- 4.6.14.7 Battery combiner automatically combines the battery banks during charging and isolates them when there is no charging sensed on either bank. A three position control switch allows an operator to manually combine or separate the batteries in order to jump start an engine or troubleshoot a failure.
- 4.6.14.8 Dual Auxiliary Battery Disconnect System # 71010074 (or current model). Enables auxiliary battery disconnect to be activated from cab or load space area.
- 4.6.14.9 Six (6) Ceiling lights shall be, Orion 6" LED, neutral white with polished bezel.
- 4.6.14.10 Six (6) Light, Orion 6" LED, neutral white / red with polished bezel.
- 4.6.14.11 Four (4) Install 4 rocker switches #15130242 Two (2) at each door. One (1) Controls day/night lighting, One (1) Controls ON / OFF.
 - 4.6.14.11.1 One (1) located at streetside entry door.
 - 4.6.14.11.2 One (1) located at rear exit doors.

4.6.15 12VDC EMERGENCY LIGHTING:

- 4.6.15.1 Run new power wire and cam breaker for emergency lighting.
- 4.6.15.2 Two (2) Whelen Vertex Super-LED, White, model VTX609C (or current model). Mounted inside headlights.
- 4.6.15.3 Whelen Vertex Super-LED, White, model VTX609C (or current model) with Black surface mount flange VTCFB. Mounted above rear bumber in line with taillights.
- 4.6.15.4 Whelen Avenger Linear Super-LED Series AVN2BB Double Blue dash mount warning light. This will not be a hardwired product and to be use a 12V plug for power.

4.6.16 12VDC WIRING REQUIREMENTS:

- 4.6.16.1 2-gauge minimum copper stranded battery cable shall be used for 12Vdc main supply lines. All cable runs shall be full length, no splices. All cable terminals shall be staked and soldered. All cable shall be enclosed in convoluted polyethylene tubing and the ends of the cable shall be sealed with color-coded shrink-wrap identifying the function of the cable.
- 4.6.16.2 All added electrical circuits shall be protected from over-current by resettable circuit breakers appropriately rated for the load. Only circuit breakers shall be used in the installation of added electrical wiring (plug type fuses are unacceptable).
- 4.6.16.3 Circuit breaker functions shall be identified by engraved or printed labels.
- 4.6.16.4 All added wiring for load runs shall be AWG 8, 10, 12, 14 and 18 and must conform to MIL-W-16878F.
- 4.6.16.5 Wire terminals for added circuits must conform to MIL-T-7928. Terminals shall be insulated, insulation grip, TYPE II, CLASS 2 and shall be crimped with tooling recommended by the terminal manufacturer.
- 4.6.16.6 All wiring shall be numbered or lettered on 6" centers minimum.
- 4.6.16.7 Wiring shall be protected from chafing and abrasion with convoluted polyethylene tubing (wire loom) as required.
- 4.6.16.8 Where wire passes through sheet metal, bulkheads and structural supports, plastic grommets shall be used to protect both wiring and wire looms.
- 4.6.16.9 All wire bundles shall be tied with trimmed nylon ties.
- 4.6.16.10 Extreme care shall be exercised to provide for easy serviceability of the system in future years.
- 4.6.16.11 Extreme care must be taken in the installation to avoid the engine manifold, engine exhaust, and muffler, which could expose the wiring to severe overheating during long periods of operation. Proper insulation and heat deflection panels must be installed in such areas.
- 4.6.16.13 A high-current 12Vdc system wiring schematic shall be provided.

4.6.17 RADIOS:

- 4.6.17.1 12Vdc power leads for communications radios to be 8-gauge copper stranded wire with crimp-on end connectors.
- 4.6.17.2 Prewire and make installation provisions for communications radio. Installation includes:
 - 4.6.17.2.1 NMO-style base on the roof or antenna raceway, as applicable.
 - 4.6.17.2.2 LMR195 antenna cable routed to radio transceiver location in Carlon Carflex ENT conduit.
 - 4.6.17.2.3 12Vdc power routed to radio transceiver location.

4.6.18 MISCELLANEOUS ITEMS:

- 4.6.18.1 4.6.18.2
- 5 pound dry chemical fire extinguishers.
 First Alert 9-volt combination Carbon Monoxide and Smoke alarms.
 At time of delivery to customer's facility a manufacturer representative will provide up to four (4) hours of orientation on manufacturer provided systems. 4.6.18.3

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.

Liquidated Damages for Delay:

The parties agree that the actual damages that might be sustained by the City by reason of the breach by Vendor of its covenant to make delivery within the time specified herein, is uncertain and would be difficult of ascertainment, and that the sum of \$100.00 per day per unit for each day that delivery is late would be a reasonable compensation for such breach. Vendor hereby promises to pay, and City hereby agrees to accept, such sum as liquidated damages, and not as a penalty, in the event of such breach. Furthermore, the parties agree that City may withhold said liquidated damages from any payments due to Vendor hereunder. If Vendor's delay exceeds 30 days, City may, at its option, elect to terminate this contract in whole or in part. In such event, City may pursue actual damages, rather than applying this liquidated damages provision.

Warranty.

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 ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

Insurance.

- A) 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-Purchasing Division, which shall be clearly labeled "Purchase of SWAT-Rapid Deployment Vehicle" 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. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Finance Department-Purchasing Division. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.
- B) The 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.

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

TYPE	AMOUNTS
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>Inj</u> ury 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

D) Vendor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Vendor herein, and provide a certificate of insurance and endorsement that names the Vendor and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Vendor. Respondent shall provide the 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.

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Vendor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Vendor shall pay any costs incurred resulting from provision of said documents.

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

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

G) 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.

- H) In addition to any other remedies the 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, the 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 payments of damages to persons or property resulting from Vendor's or its subcontractors' performance of the work covered under this Agreement.
- J) It is agreed that Vendor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.
- K) 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 the City shall be limited to insurance coverage provided..
 - L) 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.

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

<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.

Address for Invoices. 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.

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

Termination.

<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.

Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

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

Records Retention.

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

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

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

<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.

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

<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.

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

<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.

Entire Agreement. 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 M. SHEEH!
Name of Business:	MAC HOSK DIJ
Street Address:	11000 NONTH FREEWAY
City, State, Zip Code:	Houston Tx 77037
Email Address:	dshorty a mochoikder. Com
Telephone No.:	281-447-9500
Fax No.:	781 970 - 9435
City's Solicitation No.: _	16100007673
D1	n Ol W
- mull	1. July
Signature of Person Author	rized to Sign Offer

008 - STANDARD DEFINITIONS

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

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

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

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

<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.

City - 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.

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

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

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

<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.



CITY OF SAN ANTONIO

PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR OFFER ("RFO") NO.: 6100007622

PURCHASE OF POLICE MOBILE COMMAND VEHICLE

Date Issued: MAY 25, 2016

RESPONSES MUST BE RECEIVED **NO LATER** THAN: 10:00 AM CENTRAL TIME, JUNE 2, 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:

Physical Address:
Purchasing & General Services
Riverview Tower
111 Soledad, 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 POLICE MOBILE COMMAND VEHICLE"

Offer Due Date: 10:00 A.M. CENTRAL TIME, JUNE 2, 2016

RFO No.: 6100007622 Offeror's Name and Address

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: None DBE / ACDBE Requirements: None

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

Pre-Submittal Conference * NO

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

Staff Contact Person: LD MCGARITY, PROCUREMENT SPECIALIST II, P.O. Box 839966, San Antonio, TX 78283-3966

Email: Id.mcgarity@sanantonio.gov

Phone: 210-207-2078 Fax: 210-207-4360

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

Submission of Hard Copy Offers. 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.

Certified Vendor Registration Form. 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.

Alternate Offers. 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.

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

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

Offerors shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which an offer is submitted. Offeror shall provide said catalog at the time of submission of its offer. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for 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 2 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.

<u>Line Item Offers</u>. Any offer that is considered for award by each unit or line item, must include a price for each unit or line item for which Offeror wishes to be considered. All offers are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

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

<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.

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

Estimated Quantities for Annual Contracts.

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

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

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

<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.

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

Rejection of Offers.

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

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

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

The offer is conditional; or

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

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

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

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

Conflict of Interest. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or offers, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Offeror should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your sealed offer. The Purchasing Division will not deliver the form to the City Clerk for you.

State of Texas Conflict of Interest Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under 176.006(a) of the statute.

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

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

https://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:

Office of the City Clerk, City Hall, 2nd floor, 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.

004 - SPECIFICATIONS / SCOPE OF SERVICES

- 4.1 The City of San Antonio is seeking a qualified contractor to provide one Police Mobile Command Vehicle in accordance with the Building and Equipment Services Department specifications listed herein. The Police Mobile Command Vehicle will be utilized by the San Antonio Police Department (SAPD).
- 4.2 PRE DESIGN CONFERENCE: The will be a pre-design conference at 329 S. Frio, San Antonio, TX 78207 with the contractor and two representatives of the San Antonio Police Department to review the vehicle being replaced and to gain insight for final design features. Attendance by webinar is acceptable.
- 4.3 PRE CONSTRUCTION and SUBSTANTIAL COMPLETION CONFERENCES:
 There will be one (1) pre-construction meeting with the contractor and two representatives of the SAPD to review on-site materials for selection and provide final approval for design for construction. This conference will be held before any metal is bent or sheared. Any changes or additions to the specifications contained in this RFO shall be by written amendment, in accordance with Section 006-General Terms and Conditions. There will be one (1) substantial completion conference for the contractor and two representatives of the SAPD to review the substantially completed vehicle for final inspection before shipping. Cost of travel and lodging will be provided by the vendor for both trips to include hotel, air fare, and up to \$70 per day per diem per person. Contractor shall provide two weeks advance notice for all travel arrangements.
- 4.4 AS BUILT DOCUMENTATION:
- 4.4.1 A copy of the finalized build sheet with a San Antonio Police Department (SAPD) Representative signature confirming equipment build out shall be provided to the City prior to equipment delivery. The delivery date for the completed unit shall be communicated when the build sheet is finalized. Electrical wiring schematics that include lighting and air conditioning systems for body shall be provided at time of delivery. Electrical wiring schematics and finalized build sheet shall be provided in paper in Adobe PDF format.
- 4.4.2 In the event of a discrepancy between the drawing and specification, the specification will supersede. Any substitutions of equal quality and specifications of those listed in this document must be approved by the Building & Equipment Services Fleet Acquisitions Administrator in writing, and effected by amendment to this RFO in accordance with Section 006-General Terms and Conditions.
- 4.4.3 Delivery: All deliveries are to be made inside the City limits of San Antonio. Vendor must deliver equipment to the following address:

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

- 4.4.4 Delivery to a non-specified location will result in non-acceptance of the equipment by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS. Vehicles will be accepted 8:00 A.M. to 3:00 P.M. CST. Vehicles with more than 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.
- 4.4.5 The Manufacturer's Statement of Origin (MSO), Dealer Temporary license plates/tags, proper Invoice, Texas state inspection decal, signed 130U form and State Weight Certificate/slip (for trucks over one ton) are required upon delivery of each vehicle. Vehicle shall have a Final Stage Vehicle Certification and Altered Vehicle Certification as required by Federal Motor Vehicle Safety Standards (FMVSS) 49 CFR Part 567.5 and 567.7. Any of these missing items will deem the vehicle delivered Not as Specified and will not be processed or accepted vehicle all required paperwork is completed and provided to Fleet Acquisition staff.
- 4.4.6 VEHICLE INSPECTION: The vendor shall have each vehicle properly inspected in compliance with Texas motor vehicle laws. Texas Vehicle Inspection Report shall be provided with the vehicle at the time of delivery.
- 4.4.7 CHECK-IN INSPECTION: The City shall check the vehicle upon delivery to ensure compliance with this specification and any other specific requirements. The vendor shall deliver with the vehicle a vehicle-specific line-

- setting ticket, manufacturer's invoice, and MSO or any official documentation to verify the fact that ordered options, GVWR rating, and other requirements have been met.
- 4.4.8 Failure to provide required documentation may cause the delay of payment. Payment will be made within 30 days after vehicle's acceptance or receipt of correct invoice, whichever is later. Acceptance will not be made, nor payment initiated on vehicles failing to meet specifications (unless they are brought into full compliance), and all necessary documents (i.e. MSO, odometer statement, etc.) are received by the City.
- 4.4.9 The City shall have a maximum of 30 working days to complete this inspection.
- 4.4.10 LITERATURE AND EQUIPMENT MANUALS: The supplier shall furnish (2) complete sets per vehicle type, of the following: Parts Manual, Maintenance Manual, Service Manual, and Operators Manual; or free online access of all equipment, accessories, and components. The supplier shall furnish (2) complete printed sets or electronic versions of detailed literature and specifications of each vehicle type upon contract award.
 - 4.1.10.1 As-built specifications with interior and exterior drawings as used for production of the vehicle.
 - 4.4.10.2 Chassis and body owner's manuals.
 - 4.4.10.3 12Vdc and 120Vac legends showing wire gauge, color, number and function.
 - 4.4.10.4 12Vdc high current wiring diagram illustrating the battery system, isolators, power converters, alternator, disconnect switches and control panels.
 - 4.4.10.5 Roof top antenna placement drawing and legend identifying antenna placements and termination points.
 - 4.4.10.6 Audio/Video cabling diagram.
 - 4.4.10.7 Telephone system punch block wiring diagrams.
 - 4.4.10.8 Alarm system zones legend.
 - 4.4.10.9 Warranty and Return Authorization procedures.
 - 4.4.10.10 Chassis and generator maintenance service logs.
 - 4.4.10.11 Battery maintenance information.
 - 4.4.10.12 All individual component manuals and warranty registration cards as provided by component manufacturers.
- 4.4.11 All bodies and components in this bid will be installed in accordance with the appropriate complete Vehicle Data Manual. Certification of compliance will 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) will not be applied to the vehicle or mounted components. Installation will 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 will 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. Bidders will be responsible for the relocation of any truck components to facilitate installation of the body and equipment. Such relocation must be included as part of the basic bid. No dealership nameplates, markings or decals will be permitted on the vehicles.
- 4.4.12 Upon contract award, vendor shall provide written acknowledgement of order placement and supply copy of build sheet and guaranteed delivery date of completed unit, which must be within the time stated on the Price Schedule. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS CONTRACT. DELAYS IN DELIVERY BEYOND 30 DAYS FROM THE DELIVERY DATE SET FORTH ON THE PRICE SCHEDULE SHALL BE DEEMED A MATERIAL BREACH OF THIS CONTRACT, ENTITLING CITY TO TERMINATE FOR CAUSE. ANY DELAY BEYOND THE DELIVERY DATE SET FORTH ON THE PRICE SCHEDULE SHALL ENTITLE CITY TO LIQUIDATED DAMAGES AS DESCRIBED IN SECTION 005-SUPPLEMENTAL TERMS AND CONDITIONS. Electrical wiring schematics that include lighting and air conditioning systems for body shall be provided at time of delivery. Electrical wiring schematics shall be provided in paper and electronic format.
- 4.4.13 All fluid levels checked and maintained with the proper grade and type of fluids.
- 4.4.14 The interior and exterior of units shall be clean and freshly washed at time of delivery.

- 4.4.15 A full tank must show on the fuel gauge when delivered.
- 4.4.16 Unless specifically permitted by the City, vehicles shall be equipped with all accessories as stated in the purchase order prior to delivery. Generally, the servicing of ordered vehicles on the premises of the City is not permitted.
- 4.4.17 All shipping tickets shall reference the applicable entity requisition/purchase order number(s) and will accompany each delivery shipment. If shipping tickets are received without applicable purchase order number(s), delivery may be rejected. All window stickers shall remain attached to the vehicle. The vendor shall provide an official and acceptable weight certificate when applicable and required for vehicle registration.
- 4.4.18 POWER FEATURES: Power steering, power ABS brakes and manual tilt steering wheel. All units shall be equipped with steering column mounted gear selector unless otherwise specified.
- 4.4.19 KEYS: Each unit shall have a minimum three (3) sets of keys unless vehicle utilizes a push button ignition system, then a minimum of three (3) keyless remote fobs are required.
- 4.5 ITEM QUANTITY DESCRIPTION

 1 1 Police Mobile Command Vehicle

GENERAL SPECIFICATIONS, GROSS VEHICLE WEIGHT RATING AND DIMENSIONS:

- 4.5.1 CHASSIS: Freightliner M2 106 Conventional cab, single rear axle truck chassis. 46,000-lb. GVWR with rear air ride suspension and air brakes.
- 4.5.2 ENGINE Cummins ISL 350 HP @ 2000 RPM, 2200 GOV RPM, 1000 LB/FT @ 1400 RPM. The fuel tank capacity is 100 gallons total, "dual 50 gallon fuel tanks"
- 4.5.3 Any diesel engine being bid must conform to latest NOx EPA and GHG emission standard in effect at the time of offer. Vendor must supply a copy of the latest Emissions Certificate of Conformity for the vehicles bid. Only engines using selective catalytic reduction (SCR) technology will be accepted.
- 4.5.4 TRANSMISSION- Allison 3000 EVS automatic transmission with PTO provision
- 4.5.5 AXLES RS-30-185 30,000lb. U-Series single rear axle. Detroit DA-F-16.0-5 16,000lb. FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE.
- 4.5.6 SUSPENSION- 30,000lb. Air Ride rear suspension. 16,000lb. Taperleaf front suspension.
- 4.5.7 106 INCH BBC flat roof aluminum conventional cab.
- 4.5.8 WHEELBASE 6725MM (265 INCH).
- 4.5.9 FRAME- 7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI. 3300mm (130 inch) rear frame overhang. 1/4 inch (6.35mm) c-Channel inner frame reinforcement.
- 4.5.10 DRIVE SHAFT GUARD- The drive shaft shall be equipped with a protective metal guard to prevent the shaft, if broken or separated, from whipping through the floor of the vehicle or from dropping on the ground.
- 4.5.11 STEERING- Power steering system shall be the highest rated heavy duty unit offered by the OEM. A lever controlled tilt wheel shall be provided.
- 4.5.12 The unit shall be equipped with safety equipment as required by the Federal Government. Shall MEET ALL SAFETY STANDARDS AND REQUIREMENTS:
- 4.5.13 WHEELS AND TIRES Tire will be for GVW of 46,000lbs is 315/80/R22.5, 20 ply. However, provided wheels and tires shall be heavy duty, tubeless type, with a rated capacity that shall be equal to or exceed the GVWR of the vehicle. All wheel and tire assemblies shall be balanced upon delivery.

- 4.5.14 CAB INSTRUMENTS AND INSTRUMENT PANEL The vehicle shall be equipped with the following non-glare illuminated instruments and gauges mounted for easy maintenance and repair and in such a manner that each is clearly visible to the seated driver. Indicator warning lights in lieu of gages are not acceptable:
 - 4.5.14.1 Speedometer
 - 4.5.14.2 Odometer
 - 4.5.14.3 Fuel gauge
 - 4.5.14.4 Oil pressure gauge
 - 4.5.14.5 Water temperature gauge
 - 4.5.14.6 Ammeter or voltmeter wit graduated charge and discharge indications
 - 4.5.14.7 High beam headlights indicator
 - 4.5.14.8 Turn indicator lights Flasher warning indicator light
 - 4.5.14.9 Flashing amber warning open door light
 - 4.5.14.10 Engine hour meter.
- 4.5.15 Windshield wipers to be dual electric, 2-speed minimum, with intermittent delay, and include windshield washers.
- 4.5.16 MIRRORS Exterior- Rearview mirror to be manufacturer's exterior low mount type with extension arms (below eye level) wide view type mirror. Mirror shall be a minimum of 6 inches by 9 inches. Additionally, minimum 5 in convex mirrors to be mounted with brackets on top of the main mirrors o the left and right sides. One outside, cross view mirror shall be installed at the top left rear corner of the vehicle.
- 4.5.16 Interior Day/Night type conforming to FMVSS No.111 and affording a good view from the passenger area. The mirror shall be made of safety glass having rounded corners and protective edges.
- 4.5.17 SUNVISORS Two, OEM truck cabin visors shall be installed in the forward compartment.
- 4.5.18 WINDOWS Front Cab Windshield shall be OEM design that is laminated safety float glass.
- 4.5.19 Driver and passenger window shall be OEM design to be made of laminated safety glass that is glazed to 31% gray density. Window tint film will not be acceptable.
- 4.5.20 CAB AREA The driver's seat shall be OEM standard that is adjustable forward, aft, up, and down. The seat color and fabric shall be dark color to match the passenger seat. Front passenger seat shall be bucket type. Standard chassis seat belts and shoulder harness shall be provided.
- 4.5.21 Flooring to be transit grade, sound deadening bid-skid, color coordinated, floor mat which shall limit the sound level.
- 4.5.22 Walk through access from cab to body, finished with fabric/carpet that matches cab interior. Shall have pocket doors to separate cab from to body that is lockable that can be secured in both the open and closed positions.
- 4.5.23 Vehicle to have color back-up camera with a 7" minimum LCD monitor with day/night camera.
- 4.5.24 Vehicle height sign adhered to dash.
- 4.5.25 Vehicle shall have a Final Stage Vehicle Certification and Altered Vehicle Certification as required by Federal Motor Vehicle Safety Standards, 49 CFR Part 567.5 and 567.7.
- 4.5.26 Payload sticker in the cab area with the vehicle axle load ratings and available axle payload as built.
- 4.5.27 Pioneer DEH-P4800MP (or current model) MOSFET 50-watt x 4, CD/MP3/WMA/WAV Receiver with 3-band parametric EQ, and one (1) pair of Pioneer TS-A6971R (or current model) 6" x 9" three-way speakers.
- 4.5.28 Accessories
 - 4.5.28.1 Block heater shall be wired to a switch on the AC control panel.
 - 4.5.28.2 DOT triangle reflector kit with three (3) triangles.
 - 4.5.28.3 Pair of rubber wheel chocks with rope handle.
 - 4.5.28.4 Federal Signal Back-up alarm model 256 (or current model).
- 4.5.29 Body 26' Length x 102" wide custom all aluminum dry van body with the following:

4.5.30 FLOOR:

- 4.5.30.1 102" outside width
- 4.5.30.2 2" x 3" x 1/4" Aluminum tube stringers
- 4.5.30.3 2" x 3" x 1/4" Aluminum tube crossmembers on 12" centers.
- 4.5.30.4 Aluminum tube under openings to be 2" x 4" x 1/4". Slide out openings to be framed with 3" x 3" x 1/4" Aluminum tube.
- 4.5.30.5 Flooring to be .125 smooth aluminum. Fully welded, all edges to be sealed. Vendor to install 5/8" plywood over and finish floor covering on top of plywood.

4.5.31 FRONT WALL AND SIDE WALLS:

- 4.5.31.1 Aerodynamic STAINLESS STEEL 5" radius front corner posts and front top radius.
- 4.5.31.2 Polish top aluminum rail on both sides of van.
- 4.5.31.3 All exposed exterior bolts, pop and huck style fasteners to be Stainless Steel.
- 4.5.31.4 Extruded aluminum upper side rails
- 4.5.31.5 Truck Lite Model 36 LED marker light package. Includes internal wiring. All interior wiring secured, especially in rear header and front top corners.
- 4.5.31.6 Wiring Harness for LED model 36 marker lights.
- 4.5.31.7 Reflectors per FMVSS
- 4.5.31.8 Delete full width x 8" high steel reinforcement angle at base of front wall.
- 4.5.31.9 3" extruded aluminum LDV spec "I" section side wall posts on 16" centers, includes front and rear.
- 4.5.31.10 "Smooth Side" construction exterior surface of side and front wall panels are rivet free.
- 4.5.31.11 .125 smooth aluminum exterior skins, sides, front and rear. Seam to be either welded/sanded/body worked OR covered with rub rail.
- 4.5.31.12 32" x 76" 1520 series Challenger Curbside Door. Includes 12" x 18" window, power coated black aluminum inside panel and white door frame. Located 257 3/4" center back from front wall.

4.5.32 REAR FRAME AND DOOR:

- 4.5.32.1 Aluminum extruded frame rear with polished stainless trim. Unpainted.
- 4.5.32.2 NO rear door solid with .125 aluminum exterior rear skin.
- 4.5.32.3 Bard air conditioner on rear. Aluminum tube frame installed in rear wall.
- 4.5.32.4 12" aluminum NFPA step bumper, bottom of bumper flush with bottom of skirting.
- 4.5.32.5 Above floor anti theft tail light package. LED model 60 stop, tail, and turn lights will be installed in the rear corner posts. Includes LED license plate light (69200562) and license plate bracket (14200397)

4.5.33 ROOF:

- 4.5.33.1 Aerodynamic POLISHED cast aluminum front corner caps with gusseted design.
- 4.5.33.2 3" extruded aluminum manufacturer spec "I" section on 16" centers.
- 4.5.33.3 .125 NFPA Treadplate roof, fully welded.
- 4.5.33.4 Exterior Body shall be NIJ Level III/ CEN B-6, 5/16" ballistic steal armoring up to 72" above the floor line. Requires protection from: 7.62 x51 M80 Ball @ 2700-2800 fps and lesser threats. Not to exceed 12.7 lbs per square foot.
- 4.5.33.5 Curbside door to also have equal ballistic steal armoring as exterior body listed in above line item 4.5.33.4.
- 4.5.33.6 Walk through access from cab to body, finished with fabric/carpet that matches cab interior.
- 4.5.34 Heavy-duty fluted aluminum grab handle with rubber inserts and chrome plated stanchions installed at exterior entry door location.
- 4.5.35 Swing out entrance stairs mounted on box pan door in body skirt for hideaway design. Surface of steps are non skid material and 2" white reflective safety tape on edge of step. Includes adjustable railing. Located as shown on drawing.
- 4.5.36 12Vdc keyless entry system independent and of the standard key lock. Includes the following: 4.5.36.1 Exterior weatherproof programmable numeric keypad.

- 4.5.36.2 Interior numeric keypad.
- 4.5.36.3 Interior push button, request to exit, switch.
- 4.5.36.4 12V DC actuated dead bolt lock. If power is turned off the dead bolt will go to the unlocked position and the door must be locked and unlocked with the standard key lock.
- 4.5.37 Two Maxxima LED Round combination stop/tail, turn and reverse lights, (or current model). Includes (2) Lights #16060096 & (4) Connectors #16060100.
- 4.5.38 Entire underside of the apparatus shall be undercoated. Includes chassis, floor extrusions, step wells and aluminum compartments.
- 4.5.39 Rear mud flaps with anti-sail brackets.

4.5.40 BODY INTERIOR:

- 4.5.40.1 Wall Covering: #66 Silver Smooth FRP or carpet.
- 4.5.40.2 Ceiling Fabric: A97 Silver Haze or foam panels.
- 4.5.40.3 Floor Covering: #150 Onyx PVC Flooring.
- 4.5.40.4 Office Chairs: Black.
- 4.5.40.5 Vinyl Coverings: #ATM-1804 Atmosphere Iron with #PFN-1904 Perfection Iron.
- 4.5.40.6 Cabinets: #EBT-2-2002 Black Powder Coated Aluminum available in RAL-7035 Grey.
- 4.5.40.7 Counters and Tables: #9091-ML Midnight Melange Solid Surface or available material offering in the same price range.)

4.5.41 PAINT AND GRAPHICS:

- 4.5.41.1 Body base color shall be white.
- 4.5.41.2 4-inch wide reflective stripe on the exterior back and sides of the vehicle, placed up to 48" above ground level (color ~ to be determined).
- 4.5.41.3 Custom computer-generated non-reflective vinyl graphics per customer specifications. Includes up to seventy 8"-10" letters and up to forty-five 3"-6" letters. All lettering shall be shaded or outlined (colors/style ~ to be determined). Artwork supplied by the City.
- 4.5.41.4 Two custom computer-generated non-reflective vinyl shield. City to supply all artwork required to produce shield.

4.5.42 WALLS, CEILING AND FLOOR:

- 4.5.42.1 Insulate walls with a minimum of 2-1/2" of fiberglass with an R-11 rating. Cover interior body side posts with 1/2" plywood sub wall, structural plywood sub wall, Exposure 1-APA, 5 ply, face veneer plugged and sanded. Meets California Air Resources Board (CARB) phase 2 requirements.
- 4.5.42.2 Cover sub wall with smooth finish Kemlite 0.075" fiberglass reinforced plastic (FRP) lining. Wall covering shall be a continuous piece front to back, no seams acceptable. Located in the front room.
- 4.5.42.3 Cover sub wall with commercial grade wall carpet Located in the rear conference room for HNT.
- 4.5.42.4 Insulate ceiling with a minimum of 2-1/2" of fiberglass with an R-11 rating. Cover interior roof beams with three (3) piece modular panel ceiling. Panels to be made with 1/2" structural plywood, Exposure 1-APA, 5 ply, face veneer plugged and sanded. Modular ceiling panels to be covered with Silver Haze Fabric (and/or in rear room foam panels)
- 4.5.42.5 Floor underlayment to be 5/8" exterior grade tongue and grove structural plywood, Exposure 1-APA, 6 ply, face veneer plugged and sanded.
- 4.5.42.6 Lonseal Loncoin II Flecks 150 Onyx non-skid commercial grade PVC flooring. The flooring shall be continuous, one piece full length, full width, no seams.
- 4.5.42.7 2-1/2" vinyl cove molding as required (mop board).
- 4.5.42.8 30" FRP covered pocket door installed on heavy-duty aluminum track with two (2) four-wheel roller trucks. Pocket door shall have recessed handles and a key lock.
- 4.5.42.9 30" FRP covered pocket door installed on heavy-duty aluminum track with two (2) four-wheel roller trucks. Pocket door shall have recessed handles and a key lock and shall be armored steel lined.
- 4.5.42.10 All bulkheads shall be covered with Kemlite 0.075" FRP.
- 4.5.42.11 Cover load space door with black powder coated aluminum panel, install 10" high 0.100" bright aluminum tread plate kick plate at bottom of door and heavy-duty rubber grab handle.

4.5.43 GALLEY AND LAVATORY:

- Norcold model DE0751BB (or current model) 12 / 24 VDC / 120VAC refrigerator with the following features:
 - 4.5.43.1.1 2.7 cu. ft. capacity.
 - 4.5.43.1.2 Freezer shelf for ice cube tray.
 - 4.5.43.1.3 Two door bins; lower bin holds 2-liter containers.
 - 4.5.43.1.4 Integrated door latch.
- Norcold model DE/EV 0061 (or current model) 12Vdc/120Vac refrigerator. 4.5.43.2
 - 4.5.43.2.1 7.0 cubic feet of storage.
 - 4.5.43.2.2 Full width freezer compartment.
 - 4.5.43.2.3 Flushmount design allows reversible doors to open 180°.
 - 4.5.43.2.4 Integrated door latches.
 - 4.5.43.1.5 Dimensions 59-7/8"H x 23-1/2"W x 24"D 122 lbs.
- DeLonghi DCF2210TTC (or current model) coffee maker. 4.5.43.3
 - 4.5.43.3.1 Color: Black
 - 4.5.43.3.2 10 cup brewing capacity
 - 4.5.43.3.3 Easily fill the water tank and ground coffee filter without moving the unit
 - 4.5.43.3.4 24 hour programmable digital timer with 2 hour automatic shut-off
 - 4.5.43.3.5 Dimensions: 13 2/5"(H) x 10 1/25"(W) x 13 2/5"(D).
 - 4.5.43.3.6 Water level indicator lets you know when the unit needs refilling.
 - 4.5.43.3.7 Double-wall thermal carafe features unique vacuum-sealed design that retains heat, to keep coffee hot for hours.

4.5.44 COMMAND BODY INTERIOR SEATING:

- 4.5.44.1 Four (4) Space Air Grid office chair 5560 black (or current model) with armrests, five caster spider base, and adjustable height.
- 4.5.44.2 Four (4) EVS 1900 Series Executive Captain's Chairs
 - 4.5.44.2.1 50" Overall Seat height (on base).
 - 4.5.44.2.2 40.5" Seat height with track 4.5.44.2.3 20" Width

 - 4.5.44.2.4 26.75" Seat Depth (10 DEG) (1900)
 - 4.5.44.2.5 Built for premium comfort with breathable fabric.
 - 4.5.44.2.6 Perfect for ambulances doing long distance transports
 - 4.5.44.2.7 Extra lumbar support
 - 4.5.44.2.8 Flexibility of design
 - 4.5.44.2..9 Two point belt system.

4.5.45 CUSTOM CABINETS, SHELVING, AND WORK SURFACES:

- 4.5.45.1 Custom cabinets are to be formed from a single sheet of 0.080" aluminum, with a 0.040" aluminum door back attached.
- 4.5.45.2 Overhead cabinets constructed of 0.064"powder coated aluminum with anodized aluminum frames.
- 4.5.45.3 Overhead cabinet doors are double shell, formed from a single sheet of 0.064" aluminum, with a 0.040" aluminum door back attached.
- 4.5.45.4 Overhead cabinet doors swing up on a full-length aluminum hinge, and are held open with a locking door stay.
- Overhead cabinets to have one adjustable shelf per door (24" high and taller cabinets only) locked in 4.5.45.5 place to the selected height. Shelves are formed from a single sheet of 0.064" mill finish aluminum, with 1 1/8" hemmed edges.
- 4.5.45.6 Five Dry erase writing surface on overhead cabinet door.
- 4.5.45.7 Five Gas shock lift supports on overhead cabinet door.
- 4.5.45.8 LED strip light under overhead cabinet, #16070056 (or current model) installed with rocker switch LDV 15130175 (or current model).
- 4.5.45.9 Countertops shall be covered in 0.040" Wilsonart laminate. All exposed edges shall be covered with heavy duty flexible PVC T-molding.
- 4.5.45.10 Conference table to be a minimum of 5' x 3' and covered in 0.040" laminate. All exposed edges shall be covered with heavy duty flexible PVC T-molding. The conference table base is to be powder coated aluminum. Countertop hardware shall be the "flip up" type.

- 4.5.45.11 Shelving in the rear conference room wall shall be covered in 0.040" laminate. All exposed edges shall be covered with heavy duty flexible PVC T-molding.
- 4.5.45.12 Custom fabricated aluminum framed dry erase marker board with pin strip and magnetic. Sized and located as shown on drawing.

4.5.46 HVAC SYSTEM

- 4.5.46.1 Three-ton BARD HVAC ducted system. Bard unit to have block off plate to prevent fresh air from being drawn into box area. Thermostat to be located near swing door.
- 4.5.46.2 Bard unit to be ducted with aluminum ductwork running from the rear to the front of the truck. Ductwork to include eighteen (18) Jetstream vent with dampers.
- 4.5.46.3 One electric heater and heat strips. Exact location to be determined at pre-design meeting

4.5.47 ELECTRICAL SYSTEM:

- 4.5.47.1 120/240Vac Control Center, 12Vdc power panels, master disconnect switch and auto resetting breakers shall be located in console as shown on drawing.
- 4.5.47.2 Onan Commercial Quiet Diesel 12-kW generator model 12.0HDKCD-2209 (or current model) mounted in custom fabricated all aluminum compartment. Generator features:
 - 4.5.47.2.1 Computer-controlled constant speed operation
 - 4.5.47.2.2 Unique sound-controlled housing encloses cooling system and muffler (69 dB(A) @ full load measured at 10 feet)
 - 4.5.47.2.3 Three-point, fully focalized internal mounting system
 - 4.5.47.2.4 Service and maintenance points accessible through easy-latch side service door.
 - 4.5.47.2.5 High quality, pure sine wave electrical output maximizes sensitive equipment performance.
 - 4.5.47.2.6 Typical Gal/hr fuel consumption: No load = 0.11, Half load = 0.48, Full load = 1.20.
 - 4.5.47.2.7 Compartment shall be constructed to the following specifications:
 - 4.5.47.2.8 Compartment shall be constructed from 0.187" aluminum with all welded seams.
 - 4.5.47.2.9 Compartment shall have 0.125" aluminum 2" box pan doors and 0.125" aluminum frames.
 - 4.5.47.2.10 Door frames shall be riveted to the body and welded to the compartments.
 - 4.5.47.2.11 Doors shall have stainless steel hinges attached to the doors and door frames with stainless machine screws.
 - 4.5.47.2.12 Doors shall have slam latches and flush mounted handles.
 - 4.5.47.2.13 Doors shall have 0.100" aluminum treadplate panels on interior surfaces.
 - 4.5.47.2.14 Doors shall be held open in a 90° position with gas charged lift/support cylinders.
 - 4.5.47.2.15 Doors shall be sealed with industrial grade neoprene gasket.
 - 4.5.47.2.16 Compartment shall have internal lighting when door is open.

4.5.48 Cummins Onan 15,000 Watt PTO Generator Package to include:

- 4.5.48.1 Protec 15YD-CR621 Generator
- 4.5.48.2 Splash guard # 026-00362
- 4.5.48.3 PTO Driven
- 4.5.48.4 Field proven design for long life
- 4.5.48.5 Capped voltage regulation
- 4.5.48.6 Environmental protection for adverse conditions
- 4.5.48.7 Low harmonic distortion
- 4.5.48.8 Dual mounting configurations
- 4.5.48.9 50/60 Hz switchable

- 4.5.49 Hardwired Transient Voltage Surge Suppressor (TVSS) protection for entire AC power system, # 17120001 (or current model). Product features:
 - 4.5.49.1 Tested to 25,000 Amps Fault Current per NEC Article 285
 - 4.5.49.2 UL US listed: UL1449 2nd Edition
 - 4.5.49.3 NEMA 4 plastic enclosure: 6.28"(H) x 4.18"(W) x 3.33"(D)
 - 4.5.49.4 Two (2) Green LED indicators, one for each line
 - 4.5.49.5 Red LED indicator for reduced or lost protection
 - 4.5.49.6 Two 60A-120/240Vac control panel with generator and shore power main breaker.
- 4.5.50 Twelve (12) UL listed magnetic/hydraulic branch circuit breakers with amber LED indicators, digital voltmeter, digital frequency meter, digital ammeter, generator stop/start switch, generator hour meter, shore power reverse polarity indicator and 4-position rotary transfer switch.
 - 4.5.50.1 One (1) for PTO generator Some features listed above may not be required for PTO generator (e.g. generator stop/start switch)
 - 4.5.50.1 One (1) for Diesel commercial generator
 - 4.5.50.1 Each panels rotary transfer switch will have GEN1, GEN2, Shore power, and auto eject.
 - 4.5.50.1 Kussmaul Auto Eject 20, 20A-120Vac shore power inlet with 25-ft. 20A-120Vac shore power cord.
 - 4.5.50.1 Marinco 50A-125/250Vac waterproof shore power inlet, 50-ft. 50A-125/250Vac shore power cord and 6-ft. 50A-125/250Vac pigtail. Pigtail can be wired to 125 or 250.
- 4.5.51 Ten (10) Combination USB charger/15A-125Vac receptacle wall Outlet.
- 4.5.52 Wire chase wire management raceway system located as shown on drawing. Large Capacity Raceway.
- 4.5.53 APC Smart-UPS 1,500VA rack mount UPS, SUA1500R2X93 (or current model). Product features:
 - 4.5.53.6 1,440VA/980W output capacity.
 - 4.5.53.7 120V output voltage.
 - 4.5.53.8 Six (6) NEMA 5-15R output receptacles.
 - 4.5.53.9 Runtime up to 7.4 minutes at 100% load.
 - 4.5.53.10 Dimensions: 19"W x 3.5"H x 18"D (2U rack height).
 - 4.5.53.11 Weight: 63 lbs.
 - 4.5.53.12 Five (5) Red specification grade 20A-125Vac duplex receptacle with stainless steel wall plate located as shown on drawing. These receptacles are dedicated to the UPS.
- 4.5.54 120/240VAC WIRING REQUIREMENTS:
 - 4.5.54.1 All 120/240Vac main wiring shall be stranded THHN wire and run in non-Carflex liquid tight conduit.
 - 4.5.54.2 All electrical circuits and appliances shall conform to applicable national electrical codes.
- 4.5.55 12VDC ELECTRICAL SYSTEM:
 - 4.5.55.1 Four (4) Lead acid deep-cycle 6Vdc batteries. Batteries shall be installed underbody in slide out weather resistant aluminum compartment. Compartment shall have box pan door with slam latch, flush mount handle, key lock and Kwikee heavy-duty slide assembly. Two (2) batteries will be separated for auxiliary equipment (2.2 hours of capacity @ 75-amp discharge rate) and two (2) batteries will be for communications equipment (2.2 hours of capacity @ 75-amp discharge rate). Battery data assumes a usable voltage range of 13.6 to 10.5 volts.
 - 4.5.55.2 Two (2) electronic converter/chargers, 80 amp minimum output each installed underbody in temperature controlled weather resistant aluminum compartment. Compartment to have thermostatically controlled exhaust fan and draws conditioned air from the interior of the vehicle (no exceptions). Converter/charger features:
 - 4.5.55.2.1 Charges three banks of batteries at the same time.
 - 4.5.55.2.2 UL listed for safety.
 - 4.5.55.2.3 Manual reset circuit breaker.
 - 4.5.55.2.4 Reverse battery protection.
 - 4.5.55.2.5 Electronic current limiting.
 - 4.5.55.2.6 High voltage protection.

- 4.5.55.3 One (1) master disconnect switch to control the auxiliary battery systems.
- 4.5.55.4 12Vdc control panel with seven (7) UL listed magnetic/hydraulic circuit breakers with red LED indicators, 12Vdc digital voltmeter.12Vdc auxiliary panels with UL listed magnetic/hydraulic circuit breakers as required.
- 4.5.55.5 12Vdc auxiliary digital voltmeter to monitor the communications battery system.
- 4.5.55.6 Dual Auxiliary Battery Disconnect System # 71010074 (or current model). Enables auxiliary battery disconnect to be activated from cab or load space area.
- 4.5.55.7 Eighteen (18) Ceiling lights shall be, Orion 6" LED, neutral white with polished bezel.
- 4.5.55.8 Eight (8) Light, Orion 6" LED, neutral white / red with polished bezel.
- 4.5.55.9 Eight (8) Whelen 900 Series high intensity 8-32° gradient Opti-Scenelight 90C0ENZR (or current model) Includes 90FLANGC: 900 Series, chrome plated flange.
- 4.5.55.10 Two (2) 15A-12Vdc power outlet.
- 4.5.55.11 Whelen 295HFS6 siren with 9 high current switches for lighting controls
- 4.5.55.12 Federal Signal TS-100 (or current model) 100 watt speaker behind grill.

4.5.56 12VDC EMERGENCY LIGHTING:

- 4.5.56.3 Grill mounted Whelen ION series Super-LED lighthead with internal flasher, blue LED's with clear outer lens, model IONSMB (or current model). To include black surface mount. (or current model).
- 4.5.56.4 Grill mounted Whelen ION series Super-LED lighthead with internal flasher, red LED's with clear outer lens, model IONSMR (or current model). Includes black surface mount. (or current model).
- 4.5.56.5 Eight (8) Whelen M6 series Linear Super-LED lighthead with internal flasher, red LED's with clear outer lens, model M6RC (or current model). Includes chrome flange M6FC (or current model). Located as shown on drawing.
- 4.5.56.6 Eight (8) Whelen M6 series Linear Super-LED lighthead with internal flasher, blue LED's with clear outer lens, model M6BC (or current model). Includes chrome flange M6FC (or current model). Located as shown on drawing.

4.5.57 12VDC WIRING REQUIREMENTS:

- 4.5.57.1 2-gauge minimum copper stranded battery cable shall be used for 12Vdc main supply lines. All cable runs shall be full length, no splices. All cable terminals shall be staked and soldered. All cable shall be enclosed in convoluted polyethylene tubing and the ends of the cable shall be sealed with color-coded shrink-wrap identifying the function of the cable.
- 4.5.57.2 All added electrical circuits shall be protected from over-current by resettable circuit breakers appropriately rated for the load. Only circuit breakers shall be used in the installation of added electrical wiring (plug type fuses are unacceptable).
- 4.5.57.3 Circuit breaker functions shall be identified by engraved or printed labels.
- 4.5.57.4 All added wiring for load runs of AWG 10, 12, 14, and 18, shall conform to MIL-W-16878/2 and/or UL1007/1569"
- 4.5.57.5 All added wiring for load runs of AWG 8, shall conform to MIL-W-16878/3 and/or UL1028.
- 4.5.57.6 Wire terminals for added circuits must conform to MIL-T-7928. Terminals shall be insulated, insulation grip, TYPE II, CLASS 2 and shall be crimped with tooling recommended by the terminal manufacturer.
- 4.5.57.7 All wiring shall be numbered or lettered on 6" centers minimum.
- 4.5.57.8 Wiring shall be protected from chafing and abrasion with convoluted polyethylene tubing (wire loom) as required.
- 4.5.57.9 Where wire passes through sheet metal, bulkheads and structural supports, plastic grommets shall be used to protect both wiring and wire looms.
- 4.5.57.10 All wire bundles shall be tied with trimmed nylon ties.
- 4.5.57.11 Extreme care shall be exercised to provide for easy serviceability of the system in future years. Extreme care must be taken in the installation to avoid the engine manifold, engine exhaust, and muffler, which could expose the wiring to severe overheating during long periods of operation. Proper insulation and heat deflection panels must be installed in such areas.

4.5.57.12 A high-current 12Vdc system wiring schematic shall be provided. These are the minimum acceptable 12Vdc wiring requirements.

4.5.58 AUDIONIDEO:

4.5.58.1 Three (3) Samsung - 28" LED - 720p - Smart - HDTV - UN28H4500AFXZA (or current model) Black, with wall mount bracket. Product features:

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4.5.58.1.1 Resolution 720p,

4.5.58.1.2 Smart TV,

4.5.58.1.3 Built-in WiFi,

4.5.58.1.4 Two (2) HDMI,

4.5.58.1.5 (1) USB,

4.5.58.1.6 Two (2) speakers,

4.5.58.1.7 Built in tuner,

4.5.58.1.8 Dimensions: 25.38"(W) x 15.63"(H) x 2.5"(D)

4.5.58.1.9 Weight 8.2lbs.
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4.5.58.1.10 To be located at conference room rear wall.

- 4.5.59 Samsung ME40B 40" LED LCD Display (or current model) VGA (D-sub 15 pin), DVI-D, HDMI, Display Port, Component/Composite, USB, Stereo Mini Jack, Built-In Speakers. Resolution 1920 x 1080 (16:9). Located at workstation #1/#2
- 4.5.60 Samsung SAM-CY-TM40 40" Touch Screen Overlay (19210048; or current model). Use with Samsung ME40B 40" LED LCD Display. Located workstation #1/#2.
- 4.5.61 Sanus VisionMount TV Wall Mount VMPL2B/ Fits Most Flat Panel LCD TVs 32" To 60"/ Supports Up To 175 Pounds.
- 4.5.62 HDMI input jack located between workstation #1 and workstation #2. Connected to Matrix Switcher.
- 4.5.63 USB input jack located between workstation #1 and workstation #2. Connected to Samsung Touchscreen.
- 4.5.64 Kramer 4X2 HDMI Matrix Switcher VS-42HN.
- 4.5.65 Two (2) inputs: Honeywell DVR and HDMI input at WS#1/WS#2
 - 4.5.65.1 Two outputs: Samsung touchscreen and three (3) monitors in rear HNT/Conference room. Rack mounted 1RU.
 - 4.5.65.2 Honeywell HRG81 8 channel 1TB hdd DVR:

4	4.5.65.2.1	H.264 video compression
-	4.5.65.2.2	4CIF resolution @ real-time record rates
-	4.5.65.2.3	4, 8, or 16 video inputs
	4.5.65.2.4	4 audio inputs, 1 audio output
	4.5.65.2.5	Remote access from iPhone and Android devices
	4.5.65.2.6	Remote access via Internet Explorer web browser and multi-site software.
	4.5.65.2.7	Continuous recording during playback and during transmission to remote site.
- 9	4.5.65.2.8	Infrared Remote Control included
	4.5.65.2.9	Mouse included for DVR control via front panel.
- 0	4.5.65.2.10	2 (front & rear panel) USB 2.0 ports.
	4.5.65.2.11	PTZ dome control for a wide variety of protocols
	4.5.65.2.12 onitoring.	Self-diagnostics including hard disk drive S.M.A.R.T.

- 4.5.65.3 JACK® Digital HDTV Antenna + Mount with SureLock™ DTV Signal Meter.(19070301)
 - 4.5.65.3.1 No crank up, two TV outputs, built in Amplifier and 360deg rotation for improved reception.
 - 4.5.65.3.2 All RF cable for DSS antenna systems (when specified) shall be Belden #9116 series 6 broadband coaxial cable. All other video cabling shall be Belden #1505A RG-59/U precision video cable.

4.5.66 MAST AND MAST MOUNTED EQUIPMENT:

- 4.5.66.1 Provide one Tempest 2200 series CH.3718N (or current model) heavy-duty non-locking telescoping pneumatic mast: 265 lb. max top load capacity, 26' 5" extended height, 6' 1" nested height. This shall include:
- 4.5.66.2 KEY-WAY breakaway nylon key prevents tower rotation. Easily replaceable.
- 4.5.66.3 Air safety valve for over pressure release and condensation drainage.
- 4.5.66.4 Water drainage holes to avoid freezing at low temperatures.
- 4.5.66.5 Interlock to prevent vehicle from being driven with mast raised.
- 4.5.66.6 Fireco tower does not require routine lubrication.
- 4.5.66.7 Mast cap covers the top of all tower sections when the tower is in the retracted position keeping dirt and moisture out of the tower when stowed.
- 4.5.66.8 Gast 3/4-hp compressor with remote mount 3 gallon air tank.
- 4.5.66.9 Custom fabricated 0.125" aluminum triangle shaped antenna bracket mounted on mast. Video camera pan/tilt will be positioned in the center of the antenna bracket Includes:
 - 4.5.66.9.1 Three (3) Maxrad MTPM800 (or current model) antenna bases LMR 240 antenna cable.
 - 4.5.66.9.2 Custom fabricated 0.125" aluminum Nycoil cylinder painted to match body color.
 - 4.5.66.9.3 40' of 1" Nycoil conduit and weather-tight fittings.
 - 4.5.66.9.4 Antenna Base, Rain Cap Bright Chrome
 - 4.5.66.9.5 Custom fabricated 0.125" aluminum Nycoil cylinder painted to match body color.
 - 4.5.66.9.6 Mast lookup light mounted on mast.
 - 4.5.66.9.7 Flir Patrol IR PRO D-Series camera, Ball up, pan and tilt to accommodate 360 degree surveillance. Product features:
 - 4.5.66.9.7.1 640 × 480 thermal for four-times the resolution, longer detection ranges, and better image quality
 - 4.5.66.9.7.2 Requires no illumination
 - Day/night 36× Optical zoom, 12x Digital Zoom color CCD video camera
 - 4.5.66,9.7.3 Precision, rugged outdoor dome enclosure provides 360° continuous pan and +45° to -180° tilt
 - 4.5.66.9.7.4 Auto Digital Detail Enhancement (DDE) built in for optimal image across all scene conditions
 - 4.5.66.9.7.5 Open IP standards for plug-and-play integration and configuration in digital networks
 - 4.5.66.9.7.6 Multiple channels of streaming digital video available in H.264, MPEG-4, or M-JPEG formats
 - 4.5.66.9.7.7 Camera to be connected to larger monitors in front and rear of truck.
 - 4.5.66.9.7.8 KBD300A keyboard is a full-function, desktop keyboard controller that can be used in a variety of applications. A barrel-type joystick provides precise pan and tilt control of fixed speed and variable speed receivers. Twisting the joystick clockwise or counterclockwise zooms the lens in or

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4.5.66.9.8 Weatherproof mast up/down control switch on exterior of vehicle. Location to be determined.

4.5.67 RADIOS:

- 4.5.67.1 Primary 12Vdc power leads for communications radios shall be minimum 2-gauge copper stranded wire with soldered crimp-on end connectors (gauge based on radio requirements). Cables shall be enclosed in convoluted tubing and function identified with colored shrink-wrap. Power to radios shall be controlled by a continuous-duty switch actuated by the auxiliary battery disconnect switch.
- 4.5.67.2 Six (6) Prewire and make installation provisions for communications radio. Installation includes:
 - 4.5.67.2.1 NMO-style base on the roof or antenna raceway, as applicable.
 - 4.5.67.2.2 LMR195 antenna cable routed to radio transceiver location in Carlon Carflex ENT conduit.
- 4.5.67.3 12VDC power routed to radio transceiver location.

4.5.68 TELEPHONE SYSTEM:

- 4.5.68.1 There shall be six (6) telephone extension jacks, either RJ45 or RJ11.
- 4.5.68.2 There shall be two (2) pre-wired installation provisions for fixed wireless terminal similar in function to Telular Phonecell. This is to be aNMO-style base on the roof or antenna raceway, and LMR195 antenna cable routed to Telular location.
- 4.5.68.3 There shall be one Wilson Cellular Repeater/Booster Kit with antenna mounted on Roof.
- 4.5.68.4 There is to be prewiring for the City of San Antonio to install its own telephone system.
- 4.5.68.5 All telephone lines and cellular antenna cable shall be installed in Carlon Flex- Plus ENT conduit or raceway (as applicable).

4.5.69 COMPUTER NETWORK AND EQUIPMENT

- 4.5.69.1 Provide fourteen (14) RJ-45 CAT6 computer network jack with CAT6 cable routed through Carlon Flex-Plus ENT conduit or raceway (as applicable).
- 4.5.69.2 Provide Leviton 69270-U24 (or current model) 24-port Cat6 rack mount patch panel.
- 4.5.69.3 Provide a minimum of thirteen (13) Certified 18" CAT6 patch cord, and one Certified 36" CAT6 patch cord.
- 4.5.69.4 Provide a Cable Certification Report confirming that network wiring complies with CAT6 specifications.
- 4.5.69.5 Allied Telesyn AT-GS950/24-10 (or current model) 24-port 10/100/1000T Unmanaged Gigabit Switch. Product features:
 - 4.5.69.5.1 Wirespeed performance
 - 4.5.69.5.2 Auto-negotiation Gigabit ports
 - 4.5.69.5.3 Auto MDI/MDIX on TX ports
 - 4.5.69.5.4 Transparent to VLAN packets
 - 4.5.69.5.5 Full duplex flow control
- 4.5.69.6 Provide an "All-in-One Printer" that provides Color printing, color copying, color scanning, color faxing, black-and-white printing, black-and-white copying, black-and-white scanning, black-and-white faxing. It shall be compatible with Ethernet, Wi-Fi 802.11b/g, 802.11b/g Wireless technology.
- 4.5.69.7 Provide OMG In Motion Gateway that has dual 802.11N cards for supporting both WAN and LAN simultaneously. Said unit is to have 4 Gig Ethernet Ports. Provide antennas as required (19230277) with NMO-style base on the roof or antenna raceway, as applicable. LMR195 antenna cable routed to transceiver location in Carlon Carflex ENT conduit.

4.5.70 MISCELLANEOUS ELECTRONICS:

- 4.5.70.1 Install cabling for customer owned Direct Link (ETGI) HNT system. Note: I/O panels at interior and exterior compartment locations.
- 4.5.70.2 Point to point telephone line from exterior landline input box to interior location to be determined.
- 4.5.70.3 Interior pass through door at bulkhead wall between workstation #2 and rear HNT conference room.

4.5.71 EXTERIOR STORAGE COMPARTMENTS:

- 4.5.71.1 Single door underbody storage compartment with approximate interior dimensions 15" high x up to 40" wide x 25" deep constructed from 0.125" aluminum with all welded seams.
- 4.5.71.2 Single door underbody storage compartment with approximate interior dimensions of 15" high x up to 60" wide x 25" deep constructed from 0.125" aluminum with all welded seams.
- 4.5.71.3 Two (2) single door underbody storage compartment with approximate interior dimensions of 15" high x up to 72" wide x 25" deep constructed from 0.125" aluminum with all welded seams.
- 4.5.71.4 Compartments will be constructed to the following specifications:
 - 4.5.71.4.1 Sweep out type bottoms with 1/2" drain holes.
 - 4.5.71.4.2 2" box pan doors and door frames fabricated from 0.125" aluminum.
 - 4.5.71.4.3 Door frames shall be riveted to the body and welded to the compartments.
 - 4.5.71.4.4 Compartments shall have a dome light that illuminates when the door is opened.
 - 4.5.71.4.5 Compartment doors will be constructed to the following specifications:
 - 4.5.71.4.5.1 Stainless steel hinges attached with stainless machine screws.
 - 4.5.71.4.5.2 Slam latches and flush mounted handles.

- 4.5.71.4.5.3 0.100" bright polished aluminum diamond plate on interior surfaces fastened with stainless hardware.
- 4.5.71.4.5.4 All horizontally hinged doors shall be held open in a 120° position with gas charged lift/support cylinders.
- 4.5.71.4.5.5 All doors shall be sealed with industrial grade neoprene
- 4.5.71.4.5.6 Install cable pass through with cover in exterior compartment door or floor for HNT equipment.

4.5.72 AWNING

- 4.5.72.1 Dometic Weather Pro Awning 18' Cadet Grey acrylic fabric (other colors available on request) electric awning.
- 4.5.72.2 Solid-state sensor automatically closes awning after detecting sustained winds
- 4.5.72.3 Knee-Action Design prevents damage from sudden wind gusts.
- 4.5.72.4 Heavy duty motor is fully contained in the roller tube, self-locks awning in travel position.
- 4.5.72.5 Unique spring-arm mechanism automatically dumps accumulating rain water.

4.5.73 ROOF ACCESS:

- 4.5.73.1 15" wide roof access ladder mounted on rear.
- 4.5.73.2 Ladder to have all welded construction for maximum strength.
- 4.5.73.3 Ladder to have 1" diameter X 0.083" brush finished tubular aluminum rails and aluminum grip-strut rungs.

4.5.74 LEVELING SYSTEM:

- 4.5.74.1 Heavy-duty Quadra MFG. Inc. Big Foot™ model QE-2 four point fully automatic one-touch leveling system.
- 4.5.74.2 17,000-lb. capacity 26" jack with 20" stroke (4 total).
- 4.5.74.3 Leveling system to have air ride dump valve.
- 4.5.74.4 Fully automatic control panel with manual feature.
- 4.5.74.5 Safety interlock when jacks are deployed.
- 4.5.74.6 High density polypropylene, injection molded yellow colored Super Dolly Pads for use with leveling system jacks. Pads measure 15" x 17" x 1" thick with a grab strap on one side (set of 4).

4.5.75 MISCELLANEOUS ITEMS:

- 4.5.75.1 Two (2) 5 pound dry chemical fire extinguishers.
- 4.5.75.2 Two (2) First Alert 9-volt combination Carbon Monoxide and Smoke alarms.
- 4.5.75.3 Two (2) 9-volt combination Carbon Monoxide and Smoke alarms located in the work station area and in the conference room area.

4.5.76 TRAINING:

- 4.5.76.1 Mobile Command Center Use Training A manufacturer representative will provide up to eight (8) hours of orientation on manufacturer provided systems, as applicable:
 - 4.5.76.1.1 Generator start up and shut down procedure
 - 4.5.76.1.2 Leveling system operation
 - 4.5.76.1.3 AC and DC electrical systems operation
 - 4.5.76.1.4 HVAC systems operation
 - 4.5.76.1.5 Mast operation
 - 4.5.76.1.6 Audio/Video system operation, does not include programming VCR's, TV's, etc.
 - 4.5.76.1.7 Alarm operation

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.

Liquidated Damages for Delay:

The parties agree that the actual damages that might be sustained by the City by reason of the breach by Vendor of its covenant to make delivery within the time specified herein, is uncertain and would be difficult of ascertainment, and that the sum of \$100.00 per day per unit for each day that delivery is late would be a reasonable compensation for such breach. Vendor hereby promises to pay, and City hereby agrees to accept, such sum as liquidated damages, and not as a penalty, in the event of such breach. Furthermore, the parties agree that City may withhold said liquidated damages from any payments due to Vendor hereunder. If Vendor's delay exceeds 30 days, City may, at its option, elect to terminate this contract in whole or in part. In such event, City may pursue actual damages, rather than applying this liquidated damages provision.

Warranty.

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 ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

Insurance.

- A) 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-Purchasing Division, which shall be clearly labeled "Purchase of Police Mobile Command Vehicle" 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. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Finance Department-Purchasing Division. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.
- B) The 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.
- C) A Vendor's financial integrity is of interest to the City; therefore, subject to Vendor's right to maintain reasonable deductibles in such amounts as are approved by the City, Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Vendor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

D) Vendor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Vendor herein, and provide a certificate of insurance and endorsement that names the Vendor and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Vendor. Respondent shall provide the 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.

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Vendor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Vendor shall pay any costs incurred resulting from provision of said documents.

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

- F) 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 the City, its officers, officials, employees, volunteers, and elected representatives as
 additional insureds by endorsement, as respects operations and activities of, or on behalf of, the
 named insured performed under contract with the 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 the 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 the City.
 - Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
- G) 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.
- H) In addition to any other remedies the 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, the 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.
- I) Nothing herein contained shall be construed as limiting in any way the extent to which Vendor may be held responsible for payments of damages to persons or property resulting from Vendor's or its subcontractors' performance of the work covered under this Agreement.

- J) It is agreed that Vendor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.
- K) 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 the City shall be limited to insurance coverage provided..
 - L) 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.

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

<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.

Address for Invoices. 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.

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

Termination.

<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.

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

INDEMNIFICATION.

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, it s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE

APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

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

Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

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

Records Retention.

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

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

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

<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.

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

<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.

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

<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.

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

Entire Agreement. This contract, including City's final electronically posted online version, together with its authorizing ordinance, and its price schedule(s), attachments, 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	Inform	ation.
CHEIGI	пписит	anon

Please Print or Type:

Vendor ID No.:

V1015102

Signer's Name:

Mike Crockett

Name of Business:

Doggett Freightliner of South Texas, LLC

Street Address:

8700 IH 10 East

City, State, Zip Code:

Converse, Texas 78109

Email Address:

mike.crockett@doggett.com

Telephone No.:

210-277-4373

Fax No.:

210-661-0289

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6100007622

City's Solicitation No.:

Signature of Person Authorized to Sign Offer

6-1-2016

008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

<u>Director</u> – the Director of City's Purchasing & General Services Department, or Director's designee.

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

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

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

<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

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PRICE SCHEDULE

		DECORPTION.
ITEM	QUANTITY	
1	1	Mobile Command Unit
PRICE EACH:	\$589,803.00 \$	
TOTAL: \$	\$589,803.00	
YEAR and MO 2017 Freightlin	DEL of CAB & CHASSIS: ner M2-106	
CAB & CHASS 2 Years - Unli	The second secon	et minimum warranty requirements stated herein):
	KE & MODEL OF ENGINE 9 - 350HP - 1,000 Ft. Lb	meet minimum warranty requirements stated herein): SINE OFFERED (INCLUDE SAE NET HP): Lb of Torque nimum warranty requirements stated herein): meet minimum warranty requirements stated herein): mited Miles FACILITY NAME: LLC FACILITY ADDRESS:
ENGINE WAR 2 Years - 25		im warranty requirements stated herein):
	ON WARRANTY (Must mee EVS) - 5 Years - Unlimite	
7 11 11 11 11 11 11 11 11 11	SERVICE PROVIDER FACI htliner of South Texas, LLC	
	SERVICE PROVIDER FACI fast, Converse, Texas 7810	
PRODUCTION	CUT-OFF DATE: 12/31	

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE; 08/31/2016

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

PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1	1	Special Weapons and Tactics Teams (SWAT) Rapid Deployment Vehicle
PRICE E	EACH: \$	172,350
TOTAL:	\$	172,350
YEAR, N	AKE and MODEL of	TCAB and CHASSIS OFFERED: THE SSUU SUT JWD 170 C/A
CAB and	CHASSIS WARRA	VEAR 36 MOS-EVERYTHENT. SYEAR UD, OUR POWER TRAIN
SPECIFI	C MAKE & MODEL	OF ENGINE OFFERED (INCLUDE SAE NET HP): CUMMINS TUNBO DIESEL EMINE
ENGINE	WARRANTY:	YEAR 100,000 MILES
TRANSM		Y (Must meet minimum warranty requirements stated herein): E A
WARRA		CHNYSUER + CUMMENS
WARRAI	NTY SERVICE PRO	CONTRY
DELIVER	RY WILL BE MADE	WITHIN 365 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.
	J.H.	TS IS THE UPFITTERS RIVER, HULLO BE MUCH BANLIER.

PRODUCTION CUT-OFF DATE: 05/01/2017
INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 05/27/2017
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?
Prompt Payment Discount:days. (If no discount is offered, Net 30 will apply.)



City of San Antonio

ADDENDUM!

SUBJECT: Formal Request For Offer (RFO) 6100007623 PURCHASE OF SWAT-RAPID DEPLOYMENT VEHICLE scheduled to open Tuesday, May 31, 2016 date of issue

May 25, 2016.

DATE: May 27, 2016

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

THE REQUEST FOR OFFER OPENING IS HEREBY EXTENDED TO THURSDAY, JUNE 1. 2, 2016, 10:00 a.m. CENTRAL TIME.

Paul J. Calaba Purchasing Administrator Finance Department, Purchasing Division



City of San Antonio

ADDENDUM II

SUBJECT: Formal Request For Offer (RFO) 6100007823 PURCHASE OF SWAT-RAPID DEPLOYMENT VEHICLE scheduled to open Thursday, June 2, 2016 date of issue May 25, 2016.

DATE: May 31, 2016

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

- 1. THE REQUEST FOR OFFER OPENING DATE REMAINS THURSDAY, JUNE 2, 2016, 10:00 a.m. CENTRAL TIME.
- 2. Document Section 004 - Specifications / Scope of Services, Item Description changed to

4.6 ITEM QUANTITY DESCRIPTION Special Weapons and Tactics Teams (SWAT) Rapid Deployment Vehicle

Changed to read:

4.6.4.2 Limited slip differential, driveline traction control, with a minimum 4.44 axle ration.

Paul J. Calapa
Purchasing Administrator
Finance Department, Purchasing Division

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

Authority. San Antonio City Code Chapter 2, Article XI describes the City's veteran-owned small business preference program.

Tracking. This solicitation is not eligible for a preference 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 uses the below definition of joint venture.

Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which
is manifested by a written agreement, between two or more independently owned and controlled
business firms to form a third business entity solely for purposes of undertaking distinct roles and
responsibilities in the completion of a given contract. Under this business arrangement, each joint
venture partner shares in the management of the joint venture and also shares in the profits or
losses of the joint venture enterprise commensurately with its contribution to the venture.

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 WITH YOUR BID/PROPOSAL.

INSTRUCTIONS

- IF SUBMITTING AS A PRIME CONTRACTOR ONLY, COMPLETE SECTION 1 OF THIS FORM.
- IF SUBMITTING AS A PRIME CONTRACTOR UTILIZING A SUBCONTRACTOR, COMPLETE SECTIONS 1 AND 2 OF THIS FORM.

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

Name of Respondent:	MACHAIK	DCJ	
Physical Address:	11000 NORT	+ FREEWAY	
City, State, Zip Code:	HOUSTON TX 77037 281-447-9500 Asherry a machaileder com		
Phone Number:			
Email Address:			
s Respondent certified as a VOSB with the U.S. Small Business Administration?	Yes	(No)	
circle one)			
f yes, provide the SBA Certification #			
f not certified by the SBA, is Respondent certified as a /OSB by another public or private entity that uses similar pertification procedures? (circle one)	Yes	No	
f yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying sertification numbers.			
Participation Percentage:			
Participation Dollar Amount:			
s Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes	(No)	
Name of SUBCONTRACTOR Veteran-Owned Small Business:			
Physical Address:	n	10	
City, State, Zip Code:	10	IT	
Phone Number:			
mail Address:		_	
s SUBCONTRACTOR certified as a VOSB with the U.S. Small Business Administration? (circle one) Tyes, provide the SBA Certification #	Yes	NA 69	
not certified by the SBA, is SUBCONTRACTOR ertified as a VOSB by another public or private entity nat uses similar certification procedures? (circle one)	Yes	NA PO	
yes, provide the name of the entity who has certified SUBCONTRACTOR as a VOSB, include any identifying ertification numbers.		NA	
articipation Percentage:		CV	
articipation Dollar Amount	1		

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 this Veteran-Owned Small Business Preference Program Identification 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 Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

BIDD	ER/RESPONDENT'S FULL NAME:
	DAVID M. SHEEHY
(Print	Name) Authorized Representative of Bidder/Respondent
	Durid M. Shaw
(Sign	adure) Authorized Representative of Bidder/Respondent
	FLEET MANAGER
Title	
	06/01/2016
Date	

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

CERTIFICATE OF INTERESTED PARTIES FORM 1295 OFFICE USE ONLY Complete Nos. 1 - 4 and 6 if there are Interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. **CERTIFICATION OF FILING** Name of business entity filing form, and the city, state and country of the business entity's place Certificate Number: of business. 2016-3063 MAC HAIK DODGE CHRYSLER JEEP HOUSTON, TX United States Date Filed: 01/14/2016 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Date Acknowledged: CITY OF SAN ANTONIO 3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. RFO-6100005947 CHASSIS CABS TO BE UPFITTED. Nature of Interest Name of Interested Party City, State, Country (place of business) (check applicable) Controlling Intermediary 5 Check only if there is NO interested Party. X 6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct, Signature of authorized agent of contracting business entity AFFIX NOTARY STAMP / SEAL ABOVE Sworn to and subscribed before me, by the said this the day of , to certify which, witness my hand and seal of office. Title of officer administering oath Signature of officer administering oath Printed name of officer administering oath

MAC HAIK DODGE CHRYSLER JEEP 11000 NORTH FWY HOUSTON, TX 770371008

Configuration Preview

Date Printed:

2016-05-27 11:35 AM

Quantity:

Estimated Ship Date:

VON:

Status:

BA - Pending order

Sold to:

Ship to:

MAC HAIK DODGE CHRYSLER JEEP (45180)

MAC HAIK DODGE CHRYSLER JEEP (45180)

11000 NORTH FWY HOUSTON, TX 770371008 11000 NORTH FWY HOUSTON, TX 770371008

Vehicle:

2016 5500 REG CAB CHASSIS 4x2 (204.5 in WB - CA of 120 in) (DP5L66)

	Sales Code	Description				MSRP(USD)	FWP(USD)
Model:							
Package:			11.15	And the last of th			
	ETK	6.7L 16 Cumml	ns Turbo Die	sel Engine		7,400	6,290
	DF2	6-Spd Auto Als	In ASSORC H	D Trans		1,600	1,360
Paint/Seat/Trim:	PW7	Bright White Cl	lear Coal			0	0
	APA	Monotone Pain	notone Paint		0		0
	*M9	Cloth 40/20/40	Prem Bench	Seat		900	765
	-X8	Black/Diesel G	ray			0	0
Options:	YEP	Manuf Stateme	ent of Origin			0	0
	XKH	Clean Idle Emis	ssions Label			0	0
	TBB	Full Size Spare	Tire			350	298
	LM1	Daytime Runni	ng Headlamp	s Low Beam		50	43
	GFD	Rear Sliding W	Indow			140	119
	CKJ	Black Vinyl Flo	or Covering			0	0
	AH2	Ambulance Pre				445	378
	ADE	Cold Weather	Group			125	106
	ADA	Luxury Group				570	485
	5N6	Easy Order				0	0
	163	Zone 63-Dallas				0	0
	4EX	Sales Tracking				0	0
Destination Fees:		ALL LANGE TO A				1,195	1,195
					= R	testriction	
			HB:	1,592	Total Price:	54,250	49,213
			FFP:	48,798			
			EP:	46,952			
Order Type:	Retall			PSP Month/Week:			
Scheduling Priority: Customer Name:	4-Dealer Order			Build Priority:	99		
Customer Address:	14	TLL	BE	A	-		

Instructions:

2017 MODEL SANANTONEO PARCE

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

LI	D	Butling Fa.	LDV, Inc. Industrial Drive Itan, WI 53105 800.558.5986 x 262.763.0156 w.ldvvsa.com
Item	Qty		
1.00		CHASSIS/BODY DIMENSIONS:	
1.01		Cab-to-Axle 138"	
		Wheelbase of chassis: 204.5"	
1		Overall length of apparatus, including rear step: 348***	
1		Overall apparatus width, rub rail to rub rail: 96"	
		Overall height of apparatus (loaded): 140**	
		Interior walkway height raw body: 84"	
		Interior walkway height finished: 82**	
1		Interior walkway length: 216"*	
		Interior raw body width: 93"*	
- 1		• Interior finished body width: 87**	
1			100.10
		* Estimated measurement dependent on body builder, chassis components, axies, tires suspension, and roof-mounted equipment.	s, frame,
2.00		CHASSIS:	
2.01	1	TX DEALER SUPPLIED CHASSIS (price not included in LDV quote) with the following to 2016 Dodge RAM 5500 HD 4X2 Regular Cab 204.5" WB Tradesman/SLT (DP5L66). • GVWR 19,500 LBS with rear spring suspension. ENGINE:	features:
		• 6.7L I-6 OHV Turbo Diesel (325 HP @ 2,900 RPM, 750 LBFT. @ 1,600 RPM) TRANSMISSION:	
		Transmission: 6-Speed Automatic Aisin AS69RC HD	
		Limited slip differential, driveline traction control, and 4.88 axle ratio.	
2.02	1	Block heater shall be wired to a switch on the AC control panel.	
2.03	1	DOT triangle reflector kit with three (3) triangles.	
3.00		BODY;	
3.01	1	Load space area shall be 83" high x 96" wide x 18' long custom dry van body with the for FLOOR • 4" I beam stringers • 3" 60,000 psi I-beam crossmembers on 12" centers	ollowing:
		• FRP floor, 3/4" core, approx 1" overall thickness.	

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LDV, Inc. 180 Industrial Drive Burlington, WI 53105 800.558.5986 Fox 262.763.0156

		Fox 262.763,0156 www.ldvusq.com
Item	Qty	THING GOLDON
		FRONT WALL AND SIDE WALLS
		• Two (2) 34" x 80" sliding sedan doors with 12" x 18" fixed tinted windows in each door, Kason key lock and aluminum stepwell.
		Aerodynamic STAINLESS STEEL 5" radius front corner posts and front top radius
		Polish top and bottom aluminum rails on front wall and both sides of van.
		All exposed exterior bolts, pop and huck style fasteners to be Stainless Steel.
		Extruded aluminum lower front rail, lower and upper side rails
		Reflectors per FMVSS
		• Full width x 8" high steel reinforcement angle at base of front wall
		Front wall to be constructed 5/8"core FRP
		• 2" deep aluminum extruded posts sides only, on 16" centers with three(3) 1" round holes located
		4", 6" and 8" from bottom of roof rafter. These holes will be used as wiring raceway by LDV during the interior upfit.
		• "Smooth Side" construction - exterior surface of side and front wall panels are rivet-free
		.040" prepainted aluminum exterior panels
		REAR FRAME AND DOOR
		Stainless Steel rear corner posts and door frame with 10 ga stainless steel threshold.
		Interior of rear doors covered with diamond plate.
		• Twin 20" swing rear doors with 12" x 18" fixed tinted windows in each door. Kason slam lock
		hardware and plunger style door retainers.
		noor.
		ROOF
		Aerodynamic POLISHED cast aluminum front corner caps with gusseted design. Anti-snag rafters on 16" centers, taped to roof skin to handle roof load.
		O32" one piece aluminum roof
		Treadplate full step bumper
3.02	1	Walk through access from cab to body, finished with fabric/carpet that matches cab interior.
3.03		12" Stainless grab handle bars
		Location:
		- two (2) exterior mounted located on either side of rear doors.
		- two (2) exterior mounted located at each side entry door.
3.04	4	42" stainless grab handle bars
		Locate:
		- Two (2) interior bulkhead mounted on either side of cab <u>crawl through</u> access door.
	-	- Two (2) interior at side entry door locations
3.05		Automatic LED courtesy light at side entry door.
3.06		Courtesy light defeat switch on dash.
3.07	4	24" Single C manually operated exterior entrance step X053W951247 (or current model) with treadplate step cover. Located as shown on drawing.
3.08	1	Custom 18" full width, aluminum treadplate rear bumper with intermediate step and open grate ste
3.00	1	surface in middle and sides. As shown on drawing.
3.09	1	30" wide open flip-down step on rear bumper with open grate step surface. Step shall have cam
0.00	1	lock to secure step while vehicle is in motion.
2.10	1	Maxxima LED Round combination stop/tail, turn and reverse lights, (or current model).
2.10		Includes (2) Lights #16060096 & (4) Connectors #16060100
	1	
2.11	1	Entire underside of the apparatus shall be undercoated. Includes chassis, floor extrusions, step wells and aluminum compartments.

LI	D	LDV, Inc. 180 inclustrial Drive Burlington, WI 53105 800.558.5986 Fax 202.763.0156 www.idvusa.com
Item	Qty	
3.00		PAINT
3.01		Body color shall be white.
4.00		DRIVER/PASSENGER CAB AREA:
4.01	1	Zone Defense color back up camera system with 7" LCD monitor with daynight camera.
4.02		 Vehicle height sign on dash. Vehicle shall have a Final Stage Vehicle Certification and Altered Vehicle Certification as required by Federal Motor Vehicle Safety Standards (FMVSS) 49 CFR Part 567.5 and 567.7 Payload sticker in cab area with vehicle axle load ratings and available axle payload as built.
4.03	1	Blackout curtain divider between cab and load space of vehicle. Note: Velcro and snaps to cover walk through access.
4.04		Insulate walls with a minimum of 2-1/2" of fiberglass with an R-11 rating. Cover interior body side posts with 1/2" plywood sub wall,
4.05		Cover sub wall with smooth finish Kemlite 0.075" fiberglass reinforced plastic (FRP) lining. Wall covering shall be a continuous piece front to back, no seams acceptable.
4.06		5/8" exterior grade tongue & groove plywood underlayment for floor, ICI 7-2-7-2 G-1 Exposure 1-APA 347 PCUF PS1-95 (or equivalent).
4.07		Lonseal Loncoln II Flecks 150 Onyx non-skid commercial grade PVC flooring. The flooring shall be continuous, one piece full length, full width, no seams
4.08		2-1/2" vinyl cove molding as required (mop board).
4.09		Insulate celling with a minimum of 2-1/2" of fiberglass with an R-11 rating. Cover interior roof supports with 1/2" plywood, ICI 7-2-7-2 G-1 Exposure 1-APA 347 PCUF PS1-95 (or equivalent).
4.10		Cover sub ceiling with Kemlite 0.075" fiberglass reinforced plastic (FRP) lining or carpet/fabric. Celling covering shall be a continuous piece front to back, no seams acceptable.
4.11		Overhead fluted aluminum grab rails with rubber inserts and chrome plated stanchions. As shown on drawing. Locate: - Two (2) 10' ceiling mounted - Two (2) 43" ceiling mounted - One (1) 10' curbside wall - One (1) 10' streetside wall
4.12	2	Interior padded vinyl bumper above side entry door(s).
4.13	4	16" X 10" Flush mount deep-tint fixed window installed on side walls. (No blinds - Blackout curtains to be adjustable - place snaps accordingly)
5.00		SEATING:
5.01		Fabricate and install fixed bench seating with aluminum base. Bench seat cushlons shall be covered in heavy-duty vinyl. Each equipped with pnuematic assist rods. Inside of seat base to be storage where possible.
5.02		BENCH SEAT REQUIREMENTS: • 3" foam for seat backs and bottoms shall be firm density. • All bench seating material must meet Federal Motor Vehicle Safety Standards part 571.302 Flammability of Interior Materials. • Material corners shall be squared or angled to fit precise cut of foam. • Foam shall be bonded to plywood backer with industrial grade adhesive. • Stapling of fabric/vinyl to backer with industrial grade upholstery staples.

L		LDV, Inc. 180 industrial Drive Burlington, WI 53105 800.558.5986 Fox 262,763,0156 www.ldvuso.com
Item	Qty	
6.00		CABINETS:
6.01	2	Custom fabricated aluminum framed dry erase marker board with pin strip. Sized and located as shown on drawing. Note: Mounted on Interior front wall.
6.02		120/240Vac Control Center, 12Vdc power panels, master disconnect switch and auto resetting breakers shall be located in console located as shown on drawing.
7.00		HVAC SYSTEM:
7.01	1	Fan-tastic Vent model 4000 R (or current model) 3-speed reversible 12" power roof ventilator.
7.02	2	Coleman Polar Mach 9200 series low profile air conditioner. Includes: • 9223-C876 13,500 nominal BTU air conditioner with condensate pump. • 9330-B715 Celling Assembly with 5,600 BTU heat strip
8.00		120/240VAC ELECTRICAL SYSTEM:
8.01	1	Onan Commercial Quiet Diesel 7.5-kW 120 volt AC generator model 7.5 HDKAT/11453 mounted i custom fabricated all aluminum compartment. Generator has the following specifications: • 67 dB(A) @ 50% load, and 71 dB(A) @ full load before installation in box measured at 10 feet. • Pure sine wave output with digital voltage regulation. • 3-cylinder liquid cooled diesel engine. • Fuel consumption is as follows: 50% load = 0.56 GPH, full load = 0.96 GPH. • Generator temperature operating extremes: -20 F to 120 F
		Compartment shall be constructed to the following specifications: Compartment shall be constructed from 0.187" aluminum with all welded seams. Compartment shall have 0.125" aluminum 2" box pan doors and 0.125" aluminum frames. Door frames shall be riveted to the body and welded to the compartments. Doors shall have stainless steel hinges attached to the doors and door frames with stainless machine screws. Doors shall have slam latches and flush mounted handles. Doors shall have 0.100" aluminum treadplate panels on interior surfaces. Doors shall be held open in a 90° position with gas charged lift/support cylinders. Doors shall be sealed with industrial grade neoprene gasket. Compartment shall have internal lighting when door is open.
8.02	1	120Vac control panel with 50 or 60 amp generator and shore power main breaker (based on generator size), six (6) UL listed magnetic/hydraulic branch circuit breakers with amber LED indicators, digital voltmeter, generator start/stop switch, and generator hourmeter.
8.03	1	Kussmaul Auto Eject 20, 20A-120Vac shore power inlet with 25-ft. 20A-120Vac shore power cord.
8.04		120/240VAC WIRING REQUIREMENTS: • All 120/240Vac main wiring shall be stranded THHN wire and run in non-metallic Carlon Carflex liquid tight conduit. • All electrical circuits and appliances shall conform to applicable national electrical codes.
9.00	-	12VDC ELECTRICAL SYSTEM:
9.01	1	80 amp electronic converter/charger. Product features: • Charges up to three banks of batteries at the same time. • UL listed for safety. • Manual reset circuit breaker. • Reverse battery protection. • Electronic current limiting.
		High voltage protection.
9.02	2	6V Deep Cycle Glass Mat Batteries mounted in the interior.

LI		IDV, Inc. 180 Industrial Drive Burlington, Wi S3105 800.558.5986 Fox 262.763.0156 www.ldvusa.com
Item	Qty	
9.03	1	Battery combiner automatically combines the battery banks during charging and isolates them when there is no charging sensed on either bank. A three position control switch allows an operator to manually combine or separate the batteries in order to jump start an engine or troubleshoot a failure
9.04	1	Dual Auxiliary Battery Disconnect System # 71010074 (or current model). Enables auxiliary battery disconnect to be activated from cab or load space area.
9.05	6	Celling lights shall be, Orion 6" LED, neutral white with polished bezel.
9.06	6	Light, Orion 6" LED, neutral white / red with polished bezel.
9.07	4	Install 4 rocker switches #15130242 Two (2) at each door. One (1) Controls day/night lighting, One (1) Controls ON / OFF. • One (1) set at streetside entry door • One (1) set at rear exit doors.
10.00		12VDC EMERGENCY LIGHTING:
10.01	1	Run new power wire and cam breaker for emergency lighting.
10.02	2	Whelen Vertex Super-LED, White, model VTX609C (or current model).
	4	MFG Note: Mount Inside headlights
10.03	2	Whelen Vertex Super-LED, White, model VTX609C (or current model) with Black surface mount flange VTCFB.
	4	MFG Note: Mounted above rear bumper in line with taillights.
10.04	1	Whelen Avenger Linear Super-LED Series AVN2BB Double Blue dash mount warning light.
	4	MFG Note: Do NOT hardwire this product. The customer will be using the 12V plug for power.
10.05		2-gauge minimum copper stranded battery cable shall be used for 12Vdc main supply lines. All cable runs shall be full length, no splices. All cable terminals shall be staked and soldered. All cable shall be enclosed in convoluted polyethylene tubing and the ends of the cable shall be sealed with color-coded shrink-wrap identifying the function of the cable. * All added electrical circuits shall be protected from over-current by resettable circuit breakers appropriately rated for the load. Only circuit breakers shall be used in the installation of added electrical wiring (plug type fuses are unacceptable). * Circuit breaker functions shall be identified by engraved or printed labels.
		All added wiring for load runs shall be AWG 8, 10, 12, 14 and 18 and must conform to MIL-W-
		16878F. • Wire terminals for added circuits must conform to MIL-T-7928. Terminals shall be insulated, insulation grip, TYPE II, CLASS 2 and shall be crimped with tooling recommended by the terminal manufacturer. • All wiring shall be numbered or lettered on 6" centers minimum.
		Wiring shall be protected from chafing and abrasion with convoluted polyethylene tubing (wire loom) as required.
		 Where wire passes through sheet metal, bulkheads and structural supports, plastic grommets shabe used to protect both wiring and wire looms. All wire bundles shall be tied with trimmed nylon ties.
		Extreme care shall be exercised to provide for easy serviceability of the system in future years. Extreme care must be taken in the installation to avoid the engine manifold, engine exhaust, and muffler, which could expose the wiring to severe overheating during long periods of operation. Proper insulation and heat deflection panels must be installed in such areas. A high-current 12Vdc system wiring schematic shall be provided. These are the minimum acceptable 12Vdc wiring requirements.

LI	D	LDV, Inc. 180 Industrial Drive Burlington, WI 53105 800,558,5986 Fax 262,763,0156 www.ldvusq.com
Item	Qty	
11.00		RADIOS:
11.01		12Vdc power leads for communications radios to be 8-gauge copper stranded wire with crimp-on end connectors.
11.02	1	Prewire and make installation provisions for communications radio. Installation includes: NMO-style base on the roof or antenna raceway, as applicable. LMR195 antenna cable routed to radio transceiver location in Carlon Carflex ENT conduit. 12Vdc power routed to radio transceiver location.
12.00		MISCELLANEOUS ITEMS:
12.01	1	5 pound dry chemical fire extinguishers.
12.02	1	First Alert 9-volt combination Carbon Monoxide and Smoke alarms.
12.03		VEHICLE INSPECTION: The vendor shall have each vehicle properly inspected in compliance with Texas motor vehicle laws. Texas Vehicle Inspection Report shall be provided with the vehicle at the time of delivery.
13.00		MANUALS:
13.01	1	Complete manual set, including the following: • As-built specifications with interior and exterior drawings as used for production of the vehicle. • Chassis and body owner's manuals. • Warranty and Return Authorization procedures. • All individual component manuals and warranty registration cards as provided by component manufacturers. Customer is responsible for completing warranty cards and mailing them to manufacturers.
13.02		At time of delivery to customers facility a manufacturer representative will provide up to four (4) hours of orientation on manufacturer provided systems.