



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

FORMAL INVITATION FOR BID ("IFB") NO.: 61000010244

AIRPORT FIRE RESCUE TRUCK

Date Issued: APRIL 30, 2018

BIDS MUST BE RECEIVED NO LATER THAN:
2:00 PM, C.T., MAY 23, 2018

Bids 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:
City Clerk's Office
100 Military Plaza
San Antonio, Texas 78205

Mailing Address:
City Clerk's Office
P.O. Box 839966
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"AIRPORT FIRE RESCUE TRUCK"

Bid Due Date: 2:00 p.m., C.T., May 23, 2018

Bid No.: 61000010244

Bidder's Name and Address

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: N/A

DBE / ACDBE Requirements: N/A

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

Pre-Submittal Conference * YES

* If YES, the Pre-Submittal conference will be held on MAY 4, 2018 at 10:00 AM, C.T., at AVIATION CONFERENCE ROOM, 10223 JOHN SAUNDERS, SAN ANTONIO, TX 78216.

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

SBEDA Contact Information: , 210-207-3900,

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003 - INSTRUCTIONS FOR BIDDERS

Submission of Bids.

Submission of Hard Copy Bids. Submit one original bid, signed in ink, and two copies of the bid enclosed in a sealed envelope addressed to the City Clerk at the address and by the due date provided on the Cover Page. The name and address of Bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any bid or modification received after the time and date stated on the Cover Page shall be rejected.

Submission of Electronic Bids. Submit one bid electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any bid 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.

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

Modified Bids. Bids may be modified provided such modifications are received prior to the time and date set for submission of bids, and submitted in the same manner as original bids. For hard copy bids, provide a cover letter with the bid, indicating it is a modified bid and that the Original bid is being withdrawn. For electronic bids, a modified bid will automatically replace a prior bid submission. See below for information on submitting Alternate Bids.

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

Bidders must sign the Signature Page on hard copy bids and return the IFB document to City. For electronic bids, Bidder's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

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

Certified Vendor Registration Form. If Bidder has not completed City's Certified Vendor Registration (CVR) Form, Bidder is required to do so prior to the due date for submission of bids. The CVR form may be accessed at: <http://www.sanantonio.gov/purchasing/>. Bidders 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 Bids. Alternate bids may be allowed at the sole discretion of City.

Hard Copy Alternate Bids. Alternate bids must be submitted in separate sealed envelopes in the same manner as submission of other bids. Alternate bids must be marked consecutively on the envelope as Alternate Bid No. 1, 2, etc. Failure to submit alternate bids in separate envelopes may result in rejection of a bid.

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

Catalog Pricing. (This section applies to bids using catalog pricing.)

The bid 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.

Bidders shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which a bid is submitted. Bidder shall provide said catalog at the time of submission of its bid. 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 bids submitted electronically.

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

Specified items identified herein, if any, are for overall bid 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.

Bidders are prohibited from communicating with: 1) elected City officials and their staff regarding the IFB or bids from the time the IFB has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the IFB 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 IFB and/or bid submitted by Bidder. Violation of this provision by Bidder and/or its agent may lead to disqualification of Bidder's bid from consideration.

Exceptions to the restrictions on communication with City employees include:

Bidders may ask verbal questions concerning this IFB at the Pre-Submittal Conference.

Bidders may submit written questions, or objections to specifications, concerning this IFB to the Staff Contact Person listed on the Cover Page on or before 7 calendar days prior to the date bids are due. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

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

Bidders 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 IFB after the bid 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, bidders 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. Bidders 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 IFB after the bid 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. Bidders 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 the City.

Changes to IFB.

Changes to this IFB made prior to bid opening shall be made directly to the original IFB. Changes are captured by creating a replacement version each time the IFB is changed. It is Bidder's responsibility to check for new versions

until the bid due date. City will assume that all bids received are based on the final version of the IFB as it exists on the day bids are due.

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

Preparation of Bids.

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

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

Line Item Bids. Any bid that is considered for award by each unit or line item, must include a price for each unit or line item for which Bidder wishes to be considered. All bids 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" bid in the Supplemental Terms & Conditions.

All or None Bids. Any bid 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" bid, a unit price left blank shall result in the bid being deemed nonresponsive and disqualified from consideration. An "All or None" bid is one in which City will award the entire contract to one bidder only.

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

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

Description of Supplies.

Any brand names, catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate quality and capability desired.

Bids submitted for comparable items must clearly identify the proposed product, model, and type, as applicable, and shall include manufacturer specification sheet(s) for each proposed item with bid response. Product specifications shall be the most current available and be sufficiently detailed and descriptive so as to permit City to determine the item's suitability and compliance with bid specifications. City shall be the sole judge of equality and suitability of comparable items.

Pro-rata adjustments to packaging and pricing may be allowed at the sole discretion of City.

Samples, Demonstrations and Pre-award Testing. If requested by City, Bidder shall provide product samples, demonstrations, and/or testing of items bid 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 a bid. All samples (including return thereof), demonstrations, and/or testing shall be at Bidder'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.

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

Bidders 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 IFB. No plea of ignorance by Bidder will be accepted as a basis for varying the requirements of City or the compensation to Bidder.

Confidential or Proprietary Information. All bids become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Bidder 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 Bidder may not be considered confidential under Texas law, or pursuant to a Court order. Note that pursuant to state law, bids are opened publicly and read aloud. In addition, bids are tabulated and posted to the City's website, so shall not be considered proprietary or confidential.

Interlocal Participation.

City may engage in cooperative purchasing with other governmental entities or governmental cooperatives ("Entity" or "Entities") to enhance City's purchasing power. At City's sole discretion and option, City may inform other Entities that they may acquire items listed in this IFB. If this contract will be subject to cooperative purchasing, such fact will be indicated in the Supplemental Terms and Conditions portion of this IFB. Such acquisition(s) shall be at the prices stated in the bid, and shall be subject to Bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid.

Bidder must sign and submit the rider, if attached to this IFB, with its bid, indicating whether Bidder wishes to allow other Entities to use its bid. Bidder shall sign and return any subsequently issued riders within ten calendar days of receipt. Bidder's decision on whether to allow other Entities to use the bid shall not be a factor in awarding this IFB.

Costs of Bidding. Bidder shall bear any and all costs that are associated with the preparation of the Bid, attendance at the Pre-Submittal Conference, if any, or during any phase of the selection process.

Rejection of Bids.

City may reject any and all bids, in whole or in part, cancel the IFB and reissue the solicitation. City may reject a bid if:

Bidder misstates or conceals any material fact in the bid; or

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

The bid is conditional; or

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

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

Variances and Exceptions to Bid Terms. In order to comply with State law, bidders must submit bids on the same material terms and conditions. Bids that contain material variances or exceptions to the terms and conditions, including additional terms and conditions, will be rejected.

Changes to Bid Form. Bids must be submitted on the forms furnished. Bids that change the format or content of City's IFB will be rejected.

Withdrawal of Bids. Bids may be withdrawn prior to the time set for the bid opening. Written notice of withdrawal shall be provided to the City Clerk for bids submitted in hard copy. Bids submitted electronically may be withdrawn electronically.

Bid Opening. Bids will be opened publicly and read aloud at 2:30 CT, on the day the bids are due. Bid openings are held at Purchasing & General Services, Riverview Tower, 11th Floor, 111 Soledad, Suite 1100, San Antonio, Texas 78205.

Evaluation and Award of Contract.

Per Section §252.043 of the Texas Local Government Code, the contract will be awarded to the lowest responsible bidder. The Purchasing Division evaluates bids for responsiveness and the responsibility of the bidder, and makes a recommendation to the City Council. The City Council makes the final determination regarding award.

City reserves the right to make an award 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" bid in the Supplemental Terms & Conditions.

A written award of acceptance (manifested by a City Ordinance) and Purchase Order furnished to Bidder results in a binding contract without further action by either party. Vendor must have the Purchase Order before making any delivery.

City reserves the right to utilize historical usage data as a basis for evaluation of bids when future usages are unable to be determined.

Breaking of tie bids shall be in accordance with the Texas Local Government Code §271.901.

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

Inspection of Facilities/Equipment.

Depending on the nature of the IFB, Bidders' facilities and equipment may be a determining factor in making the bid award. All bidders may be subject to inspection of their facilities and equipment.

Prospective bidders must prove beyond any doubt to City Purchasing Administrator that they are qualified and capable of performing the contract's requirements.

Prompt Payment Discount.

Provided Bidder meets the requirements stated herein, City shall take Bidder'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 bid price, either per line item or total bid 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 bid evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the bid price during bid evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

Tabulations. The Purchasing Division will post preliminary tabulations within 7 days of the advertised bid opening. The information on these tabulations will be posted for informational purposes only, and will be posted as read during the bid opening. This tabulation is not a notice of award of the contract. All bids are subject to review for completeness, accuracy and compliance with the terms set forth in the bid documents.

Bid Protest Procedures.

Any bidder who is adversely affected in connection with the solicitation, evaluation, or proposed award of a contract may file a protest with the Director and appeal any adverse decision to the City Manager of the City of San Antonio.

Bidder must deliver a written notice of protest to the Director within 7 calendar days of the posting of the intent to award. If Bidder does not file a written notice within this time, Bidder will have waived all rights to formally protest the intent to award. It is Bidder's responsibility to check the City's website posting.

Debriefing. Debriefing of contract award is available upon request and after award of the Contract.

Prohibited Financial Interest. 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.

Unfair Advancement of Private Interests. Pricing and discounts contained in this contract are for use by City departments conducting City business. City employees may not use their positions to obtain special treatment or prices that are not available to the general public.

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/Portals/0/Files/Ethics/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, 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. It is available from the Texas Ethics Commission by accessing the following web address: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

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

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

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

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

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

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

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

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

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.0 BACKGROUND: The City of San Antonio is soliciting bids for an airport fire rescue truck that consists of a 10' Super Vac Quick Attack body (the "apparatus") designed by Metro Fire Apparatus Specialists, Inc. mounted to a Ford F-550 vehicle (the vehicle), or approved equal. Bids for the turnkey retrofitted Ford F-550 as an airport fire rescue truck (the "unit" consists of the apparatus attached to the vehicle) will only be accepted from Ford franchise motor vehicle dealers licensed by the State of Texas. This contract will supply one airport fire rescue truck to comply with the specifications identified herein.

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

4.1.1 CONSTRUCTION: Undefined terms, if not clear from the context, shall have their ordinary and plain meaning given within the specific industry, or absent such meaning, as defined in a standard dictionary.

4.2. City of San Antonio reserves the right to increase or decrease quantity of units being purchased up to the production "cut-off" date submitted on the bid for the particular item, depending on availability of funds. Prices may not be increased during this period; however, the City should benefit from any price decrease. Additional units may be purchased on an "as needed" basis. Successful vendor is required to notify the City of all production "cut-off" dates necessary for order submission. Vehicles must be year model 2018 or newer.

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

4.2.2 WARRANTY: All components bid must include the maximum standard manufacturer's warranty available, including both parts and labor, for all components and attachments. All warranties must be for a minimum period of twelve months. The warranty shall begin on the date the unit is placed in service, not on the delivery date. Vendor shall attach a copy of the manufacturer's warranty to Vendor's bid. City will notify Vendor by letter of the in-service date for each item by serial number. Warranty service and parts must be available within a 50 mile radius of San Antonio City Hall from a factory authorized dealer. The following minimum warranties are required:

- 4.2.2.1 ONE (1) YEAR MATERIAL AND WORKMANSHIP ON APPARATUS
- 4.2.2.2 THREE (3) YEAR MATERIAL AND WORKMANSHIP ON CHASSIS
- 4.2.2.3 FIVE (5) YEAR POWERTRAIN WARRANTY
- 4.2.2.4 TEN (10) YEAR STRUCTURAL WARRANTY
- 4.2.2.5 TWENTY (20) YEAR UNDERCOAT WARRANTY
- 4.2.2.6 ONE (1) YEAR FOAM SYSTEM WARRANTY provided by manufacturer.
- 4.2.2.7 TEN (10) YEAR STAINLESS STEEL PLUMBING WARRANTY
- 4.2.2.8 FIVE (5) YEAR LOW VOLTAGE ELECTRICAL WARRANTY FOR DEFECTS IN MATERIAL AND WORKMANSHIP.
- 4.2.2.9 LIFETIME LIMITED UPF POLY WATER TANK WARRANTY
- 4.2.2.10 ROLL UP DOOR MATERIAL AND WORKMANSHIP WARRANTY -A roll-up door limited warranty must be provided for the mechanical components of the roll-up door and provide a warranty against defects in material and workmanship for the lifetime of the vehicle.
- 4.2.2.11 A six (6) year limited warranty will be provided on roll up doors finishes.
- 4.2.2.12 FIVE (5) YEAR HYDRAULIC SYSTEM COMPONENTS WARRANTY
- 4.2.2.13 THREE (3) YEAR HYDRAULIC SEAL WARRANTY
- 4.2.2.14 TEN (10) YEAR PRO-RATED PAINT AND CORROSION ON TRUCK BODY
- 4.2.2.15 ONE (1) YEAR MATERIAL AND WORKMANSHIP ON GRAPHICS FADING AND DETERIORATION

4.2.3 DELIVERY: The apparatus will be delivered under its own power to ensure proper break-in of all components while the apparatus is still under warranty. All deliveries are to be made inside the City limits of San Antonio. Vendor must deliver this equipment to a location specified by the Fleet Acquisitions Dept. at (210) 207-4603 or (210) 207-4601. 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. Units will not be accepted after 3:00 P.M. CST. All units are required to have a full tank(s) of fuel when delivered to City specified location.

4.2.4 EQUIPMENT MANUALS: Two operator's manuals will be provided per purchase order, which shall include a paper parts and maintenance manual or two USB drives detailing the equipment, accessories, and components as well as construction drawings complete with wiring diagrams.

4.2.5 REQUIRED DOCUMENTS AT DELIVERY: The Manufacturer's Statement of Origin (MSO), Dealer Temporary license plates/tags, proper Invoice, signed 130U form, Vehicle Inspection Report, and State Weight Certificate/slip (for trucks over one ton) are required upon delivery of each unit and are required before payment can be processed. Any of these missing items will delay the payment process.

4.2.6 MINIMUM VEHICLE ACCESSORIES: All units to be equipped at the factory with maximum capacity cooling system offered by manufacturer, full headliner, fresh air heater and defroster units, minimum AM/FM OEM radio, power windows and power door locks and manual tilt steering wheel. All units must be equipped with steering column mounted gear selector unless otherwise specified. Each unit shall have a minimum of three keys. All accessories and equipment will be OEM. All equipment provided must be rated by the manufacturer as low emission on all models available. Vehicles must be equipped with OEM tinted glass.

4.2.7 INCOMPLETE VEHICLES: The body and components in this bid must be installed on the vehicle in accordance with the appropriate Incomplete Vehicle Data Manual. Certification of compliance must be posted on the left door post of the vehicle. Except for manufacturer's data plates (maximum 4" x 6"), vendor's or manufacturer's identifying markings (decals and plates) must not be applied to the vehicle or mounted components. Installation must be completed in compliance with Federal Motor Vehicle Department of Transportation Standards and Texas State Highway requirements. Installation of body and accessories on City furnished vehicles must be accomplished by drilling holes in the frame. Welding on or cutting of frame is not authorized forward of the rear spring hanger or support. Bidders are responsible for the relocation of any components to facilitate installation of the body and equipment. Such relocation must be included as part of the basic bid.

4.2.8 BUILD SHEET INSTRUCTIONS: Upon contract award, vendor shall provide written acknowledgement of order placement. A copy of the finalized build sheet with an authorized San Antonio Fire Department Representative signature confirming equipment build out shall be provided to the City prior to equipment delivery. Vendor shall communicate the delivery date, in accordance with the delivery terms bid on the Price Schedule, for the completed unit when the build sheet is finalized. Vendor shall provide electrical wiring schematics that include lighting and air conditioning systems for the body at time of delivery. Electrical wiring schematics and finalized build sheet shall be provided in paper in Adobe PDF format.

4.2.9 VEHICLE INSPECTION: The vendor shall have each finished turnkey vehicle (except cab and chassis units delivered without bodies) properly inspected in compliance with Texas motor vehicle laws.

4.2.10 CHECK-IN INSPECTION: The vendor shall deliver with the vehicle a manufacturer's invoice, and MSO or any official documentation to verify that ordered options, Gross Vehicle Weight Rating (GVWR) rating, and other requirements have been met. Failure to provide required documentation as listed may cause a 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.

The City shall have a maximum of 20 working days to complete this inspection.

4.2.11 NON-COMPLIANT VEHICLES: Vendor shall remove non-compliant vehicle(s) from City premises within 5 working days after receiving written notification from Fleet Acquisition staff. If vehicle is not removed by vendor within the specified time frame, the City may arrange for vehicle to be removed and secured by a local towing and storage facility. Vendor will be responsible for payment of all related towing and storage charges. The City will not be responsible or liable for damage or loss of non-compliant vehicles which remain on City premises, or which are removed by towing company.

4.2.12 ELECTRICAL: Heavy duty battery and alternator offered by manufacturer are required for vehicle. Said vehicle will be equipped with oil pressure, water temperature, and volt or amp gauges.

4.2.13 Reserved

4.2.14 BRAND NAMES: Manufacturer names, trade names, brand names, and product numbers used herein are for the purpose of describing and establishing tested, compatible, approved and acceptable products that are of the type and quality required by the City. The use of pre-approved brand names are not intended to limit competition; therefore, the phrase "or equal" is added. For purposes of this contract, the proposed "or equal" products shall require close adherence

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

4.2.15 INFORMATION: a permanent plate will be mounted in the driver's compartment specifying the quantity and type of fluids required including engine oil, engine coolant, transmission, pump transmission lubrication, pump primer and drive axle.

4.2.16 TRAINING: within 30 days of delivery, vendor will provide one (1) professionally provided training presentation, up to 90-minutes in length, for fire personnel. This presentation will address key safety considerations for personnel to follow when they are driving, operating, and maintaining the turnkey vehicle, including the following: vehicle pre-trip inspection, chassis operation, rescue body operation, and safety during maintenance. Also, within 30 days of delivery, the vendor will provide one (1) professionally, provided training up to 90 minutes in length for shop personnel detailing routine maintenance, parts ordering protocols, and all other information for in-house maintenance to keep both the truck and rescue body in top operating condition.

4.2.17 PERFORMANCE TESTS: A road test will be conducted with the apparatus fully loaded and a continuous run of no less than ten (10) miles. During that time, the apparatus must show no loss of power nor will it overheat. The transmission drive shaft or shafts and the axles must run quietly and be free of abnormal vibration or noise. The apparatus must meet NFPA 1901 acceleration requirements and NFPA 1901 braking requirements. The apparatus when fully loaded must not have less than 25 percent or more than 50 percent on the front axle and not less than 50 percent or more than 75 percent on the rear axle.

4.2.18 NFPA 2016 STANDARDS: Apparatus proposed by the bidder must meet the applicable requirements of the National Fire Protection Association (NFPA) as stated in current edition at time of contract execution. Fire department specifications that differ from NFPA specifications are indicated in the proposal as "non-NFPA".

4.2.18.1 The turnkey vehicle must comply with the NFPA standards effective January 1, 2016, Fire department directed exceptions are set forth in the statement of exceptions.

4.2.18.2 To assure the turnkey vehicle is built to current NFPA standards, the apparatus, in its entirety, must be third-party, audit-certified through Underwriters Laboratory (UL), that it is built to and complies with all applicable standards in the current edition of NFPA 1901. The certification must include all design, production, operational, and performance testing of not only the apparatus, but those components that are installed on the apparatus.

4.2.19 INSPECTION TRIP(S): the bidder will provide two (2) inspection trip(s) for mid-point, and final inspection by up to two City representative(s). The inspection trip(s) will be scheduled at times mutually agreed upon between the manufacturer's representative and the customer. All costs such as travel, lodging and meals will be the responsibility of the bidder, if build out is more than 50 miles from San Antonio.

4.2.20 APPROVAL DRAWING: A drawing of the proposed apparatus will be prepared and provided to the City for approval before construction begins. The sales representative will also be provided with a copy of the same drawing. The finalized, City approved drawing is part of the contract and is incorporated herein. This drawing must indicate the chassis make and model, location of the lights, siren, horns, compartments, major components, etc.

A "revised" approval drawing of the apparatus will be prepared and submitted to the purchaser showing any changes made to the approval drawing.

4.2.21 ELECTRICAL WIRING DIAGRAMS: Vendor will provide one (1) USB drive copy and one (1) paper copy of the electrical wiring diagrams, prepared for the model of chassis and body.

4.3	ITEM	Quantity	Description
	1	1	AIRPORT FIRE RESCUE TRUCK

4.3.1 TRUCK CHASSIS: Chassis provided will be a new, 2018 Ford F-550 Chassis XL 4x4 Drive, dual rear wheel, with a regular cab. Or approved equal. The chassis will be designed and manufactured for heavy-duty service, with adequate strength and capacity for the intended load to be sustained and the type of service required.

4.3.2 WHEELBASE – Minimum 145.0"

4.3.3 GVW RATING – Minimum 19,000 pounds.

4.3.4 FRAME - The chassis frame will be single channel with 36,000 PSI steel.

4.3.5 AXLES AND SUSPENSION – Truck shall be equipped with heavy duty suspension and power steering. The front axle will be rated at 7,500 pounds, and the rear axle will be rated at 14,700 pounds. Both axles shall be equipped with ant-roll bars equal to the weight capacity of truck axles.

4.3.6 ROLLOVER STABILITY – Truck shall remain stable to 26.5° in both directions when tested on a tilt table in accordance with SAE J 2180, a tilt table procedure for measuring the static rollover threshold for heavy trucks. The calculated or measured center of gravity shall be no higher than 80% of the rear axle track width.

4.3.7 BRAKES – Four wheel power inverted disc brakes with ABS traction control as designed by the manufacturer; including a parking brake.

4.3.8 TIRES – All six tires must be 225/70R 19.5G **All Terrain Tires**; with 19.5" wheels with argent painted hub caps.

4.3.9 CAB – Vendor shall provide a single cab truck with 40/20/40 vinyl split bench seats of dark gray interior. Cab roof shall be equipped with amber clearance lights required by the Federal Department of Transportation. Cab mirrors must be manual telescopic with power and heated glass. Cab windows shall be solar glass with OEM tint.

4.3.10 ENGINE – Truck shall be equipped with a 6.8L engine that is 330 GHP @ 2800 RPM. *288 H P @ 4000 RPM*

4.3.11 TRANSMISSION – Truck will have a minimum of 6 forward speeds with overdrive; and 1 reverse speed.

4.3.12 FUEL – Tank size shall be 40 gallon gasoline engine and located at mid-ship mounted aft or rear axle.

4.3.13 OVERALL HEIGHT REQUIREMENT -The overall height of the truck shall be the top of the cabinet. This measurement shall be taken on flat ground with the tires properly inflated, in the unloaded condition, at the highest point of the vehicle. The maximum height of this vehicle cannot exceed 81 1/2".

4.3.14 OVERALL WIDTH - The overall width of the body at rails shall be 98 inches, and the body shall be 96 inches.

4.3.15 ANGLE OF APPROACH - The angle of approach for this truck shall not be less than 8° when it is fully loaded to the estimated in-service weight as specified by the current edition of NFPA 1901.

4.3.16 ANGLE OF DEPARTURE - The angle of departure for this truck shall not be less than 8° when it is loaded to the estimated in-service weight as specified by the current edition of NFPA 1901.

4.3.17 BODY CONSTRUCTION - The fabrication of the body shall be formed sheet metal. Formed components shall allow the San Antonio Fire Department to have the body repaired locally in cases where an object has struck the body and caused damage.

4.3.18 The entire body shall be welded construction. The use of pop rivets and any portion of the structural construction may allow premature failure of the body structure. Therefore, pop rivets shall not be used in the construction of the structural portions of the body. This includes side body sheets, inner panels of compartment doors, and any other structural portions of the body.

4.3.19 BODY HEIGHT MEASUREMENTS - The body height shall be approximately the same height as the cab roof with vertical body dimensions as follows: All dimensions are approximate and subject to change during construction or design process as necessary during fabrication.

4.3.19.1 AHEAD OF REAR AXLE

- A. Bottom of subframe to top of body shall be 46.6 "
- B. Bottom of subframe to bottom of body shall be 12.4"

4.3.19.2 VERTICAL DOOR OPENING

- A. With rollup door shall be 43.0"
- B. With hinged door shall be 52.0"

4.3.19.3 ABOVE REAR AXLE

- A. Vertical door opening at rear wheel with rollup door at 23.5"

4.3.19.4 BEHIND THE REAR AXLE

- A. Bottom of subframe to bottom of body at 9.0"
- B. Vertical door opening at rollup door at 40.0"

4.3.20 BODY WIDTH DIMENSIONS – The pumper body shall be 96.0" wide, and 98.0" wide at drip rails. Interior compartment depth dimensions shall be approximately: Transverse above subframe at 91.0" and Compartment depth below subframe at 21.0"

4.3.21 COMPARTMENTS - All compartments shall have a ROM series IV rollup door. The role of the doors shall have an unpainted satin aluminum finish on the door slats and the door trim components. All doors shall be equipped with a CPI harsh environment mechanical type door ajar switch located inside the compartment interior lower deck track.

4.3.22 There shall be no keyed locks on rollup compartment doors.

4.3.23 A compartment threshold protection plate shall be installed on the bottom edge of the compartment door openings. The threshold protection shall be fabricated from an aluminum extrusion within anodized exterior finish.

4.3.24 All body seams shall be finished with a caulk sealant for both appearance and moisture protection.

4.3.25 Each shelf fabricated shall be constructed from 3/16" 3003 aluminum sheet with a 2" vertical flange along the front and rear edges.

4.3.26 Vertical partitions shall be 3/16 sixteenths" 3003H – 14 alloy smooth aluminum sheet.

4.3.27 3M diamond grade conspicuity striping shall be provided on the front/ side face(s) of the shelf. The striping shall be red/white in color.

4.3.28 Each compartment shall have at OnScene Access LED, for height compartment light, vertically mounted.

4.3.29 STREET SIDE COMPARTMENT–FRONT S1

4.3.30 Dimensions: The interior usable compartment width shall be approximately 56 inches wide by 18" deep for transverse depending on depth of compartment RC1. The compartment door opening shall be approximately 51.0 inches wide.

4.3.31 Layout: There shall be one 400 pound slide out tray approximately 16 inches deep and as wide as the compartment layout for door opening permits.

4.3.32 There shall be one Onscene solutions 83 series aluminum tray base with 70% extension, and rating of 1000 pounds.

4.3.33 Slide out trays base shall be approximately 94 inches deep and as wide as the compartment layout or door opening permits, Capable of extending out either side of the vehicle located above the level of the chassis frame rails. Each slide base shall have a cable operated, spring-loaded latch complemented by a large hand opening and read pool handle which will lock the tray in the closed, 40% extended and 70% extended positions.

4.3.34 STREET SIDE COMPARTMENT– ABOVE THE REAR WHEELS S2

4.3.35 Dimensions: The interior usable compartment width shall be approximately 46 inches wide. The compartment door opening shall be approximately 41 inches wide.

4.3.36 Layout: There shall be a vertically mounted aluminum shelf– trac before specified component installation. There shall be one adjustable shelf approximately 16 inches deep.

4.3.37 STREET SIDE COMPARTMENT– REAR S3

4.3.38 Dimensions: The interior usable compartment with shall be approximately 22 inches wide. The compartment door opening shall be approximately 17 inches wide.

4.3.39 Layout: A clay absorbent (or similar weight material) storage hopper shall be provided in this compartment for approximately 100 pounds of material. The storage hopper shall be filled from upper storage door on unit. A manual 3" PVC 1/4" turn ball valve with flexible hose shall be provided on the bottom of the storage hopper.

4.3.40 CURBSIDE COMPARTMENT– FRONT C1

4.3.41 Dimensions: The interior usable compartments shall be approximately 56" x 18" inches deep or transverse depending on the depth of compartment of RC1. The compartment door opening shall be approximately 51 inches wide.

4.3.42 Layout: There shall be one on scene solutions 83 series aluminum tray base with 70% extension, and rating of 1000 pounds. The slide out tray base shall be approximately 94" deep, capable of extending out either side of the body located above the level of the chassis frame rails.

4.3.43 Vertical partitions shall be provided on slide out tray bases dividing the tray into left and right sides. Each vertical partition shall be horizontally adjustable and mounted on aluminum Shelf-Trac, or equivalent.

4.3.44 There shall be one bolt-in vertical compartment partition provided dividing the compartment into left and right sides. There shall be two Zico 1000 series KD-UH walk away type SCBA air pack brackets with high cycle coated spring clips and angled foot plates. (no CRS straps Inc mounts). See equipment.

4.3.45 The floor of the compartment above the frame rails shall be extended to the interior edge of the door. The floor shall have a 2" vertical lip and a one-inch return to increase strength.

4.3.46 Two 3.5" x 3.5" black plastic louvered vents shall be provided in the lower compartment.

4.3.47 CURBSIDE COMPARTMENT– ABOVE REAR WHEEL C2

4.3.48 Dimensions: The interior usable compartment width shall be approximately 46 inches wide. The compartment door opening shall be approximately 41 inches wide.

4.3.49 Layout: There shall be vertically mounted aluminum shelf-trac for specified component installation. There shall be one adjustable shelf approximately 16 inches deep.

4.3.50 CURBSIDE COMPARTMENT– REAR C3

4.3.51 Dimensions: The interior usable compartment with shall be approximately 22" x 18" deep. The compartment door opening shall be approximately 17 inches wide.

4.3.52 Layout: There shall be vertically mounted aluminum shelf track for specified component installation. There shall be one adjustable shelf approximately 16 inches deep. The floor of the compartment above the frame rails shall cover the area directly above the frame rails only (non-extended floor). Two 3.5 x 3.5" black plastic louvered vents shall be provided in the lower compartment.

4.3.53 REAR COMPARTMENT– CENTER RC1

4.3.54 Dimensions: The center rear of the body shall have a 48" wide open rear storage area directly above the body sub-frame and between the specified side compartments. The floor deck shall be covered with 1/8" NFPA compliance tread plate.

4.3.55 The pump operator's panel shall be located in this compartment.

4.3.56 The specified water tank with integral foam tanks shall be located in center of transverse compartment. The water and foam filled towers shall extend through ceiling of compartment to upper walkway or roof area.

4.3.57 The specified pump and water tank skid in unit shall be located in the center rear open area. Access and hand rails shall be provided as needed for filling water tank and providing maintenance to engine and pump systems.

4.3.58 EXTERIOR ALUMINUM BODY -The body compartment floors and exterior panels shall be constructed with not less than 1/8" aluminum smooth plate. Interior compartment dividing walls shall be constructed with not less than 1/8" aluminum smooth plate. Lighter gauge sheet metal will not be acceptable in these areas.

4.3.59 The front and rear corners of the body shall be formed as part of the front or rear body panels. This provides a stronger body corner and finish for the appearance. The use of extruded corners, or caps will not be acceptable, no exceptions.

4.3.60 Any electrical wiring conduit raceway running the full length of the exterior compartment shall be provided. This raceway shall contain all 12 V wiring running to the rear of the apparatus for permitting easy accessibility.

4.3.61 Compartment floors shall have a sweep out design with door to door opening threshold positions lower than the compartment floor, permitting easy clean of compartments. One way rubber drain valves shall be provided in compartment floors so that a water hose may be used to flush out compartment areas.

4.3.62 All exterior seams in sheet metal below frame and around the rear wheel well area shall be welded and caulked to prevent moisture from entering the compartments. All other interior seams and corner shall be sealed with silicone-based caulk prior to painting.

4.3.63 Only stainless steel bolts, nuts, sheet metal screws shall be used in mounting exterior trim, hardware and equipment.

4.3.64 DRIP RAILS - The body shall have drip rails over the side full height compartments. The drip rail shall be formed into the upper body panels providing a rigid lower panel and a flat upper body panel surface. The use of mechanically fastened, taped or glued on drip rails is not acceptable, no exceptions.

4.3.65 ROLL-UP DOOR CONSTRUCTION- ROBINSON (ROM) - The vehicle shall be equipped with ROM-series IV rollup exterior compartment doors. All exterior compartment doors shall have the standard 3" tall bottom rail extrusion for easy one hand opening and closing. The specified retro-reflective stripe material shall be applied on the rollup compartment doors. The stripe shall be precision machine cut for each door slot of the roll up doors. Under no circumstances will the stripe material be cut on the rollup door surface.

4.3.66 ALUMINUM TREAD PLATE ROOF - The roof shall be constructed with at least .125" aluminum alloy tread plate. The roof panel shall be welded or bolted in place. If bolted in place the bulkheads must be properly caulked and sealed to prevent moisture penetration into the body.

4.3.67 COMPARTMENT INTERIOR FINISH - The interior of all exterior body compartment shall be a maintenance free smooth unpainted finish.

4.3.68 WHEEL WELL EXTERIOR PANEL - The exterior panel of the body wheel well enclosure shall be constructed from one 8" aluminum smooth plate and must be bolted on for easy removal and replacement.

4.3.69 WHEEL WELL LINERS - The wheel wells shall be provided with an easily removable polymer, circular inner fender liner, the inner liner shall be bolted to the wheel well with stainless steel bolts and space away from the wheel wells so the liner will not accumulate dirt for water.

4.3.70 BODY SUBFRAME - The chassis frame rails shall be fitted with 1/4" custom extruded UHMW polyethylene Rail to isolate the body frame members from direct contact with chassis frame rails.

4.3.71 The body sub-frame shall be constructed from 6061 T6 aluminum alloy tubing. The sub-frame shall consist of two 2 x 4" x 0.125" aluminum tubes minimum, the same width as the chassis frame rails. Welded to this tubing shall be cross-members of 2" x 4" x 0.125" aluminum. Smaller dimension, lighter gauge tubing or angle material sub-frame shall not be accepted.

4.3.72 These cross-members shall extend the full width of the body to support the compartments. Cross-members shall be located at the front and rear of the body, below compartment divider walls, and in front and rear of wheel well openings. Additional aluminum cross-members shall be located as necessary to support walkway or heavy equipment.

4.3.73 BODY MOUNTING - The body sub-frame shall be fastened to the chassis frame with a minimum of four spring-loaded body mounts. Each mount shall be configured using a two-piece encapsulated slide bracket. The two-piece bracket shall be fabricated of heavy duty one quarter" steel and have a powder coat finished to prevent any corrosion. Each mounting assembly shall utilize one 3/4" diameter by 6" long grade 8 bolt and one heavy duty spring. The assembly design shall allow the body in sub-frame to act as one component, separate from the chassis. As a chassis frame twists under driving conditions, the spring mounting system shall eliminate any stress from being transferred into the body. The spring-loaded body mounts must also prevent side rail or body damage caused by an evenly distributed stress and strain due to load and chassis movement. Body mountings that do not allow relief from the chassis movement are not acceptable.

4.3.74 FRONT BUMPER AND GRILL GUARD - A ranch hand front bumper/grill guard combo shall be bolted in place of the OEM bumper. The grill guard combo kit shall be provided in a powder black painted finish. The bumper kit provided shall be for the specified chassis model and year.

4.3.75 10" REAR STEP BUMPER - the full with rear bumper shall be constructed from 2" x 2" x 0.125" by two" aluminum trim plate. Any stepping surface shall have a grip surface insert to meet NFPA requirements. The bumper shall extend from the rear vertical body panel 10 inches and provide a minimum of 1/2" for water drainage.

4.3.76 FRONT GRAVEL GUARDS - Gravel guards shall be provided on the front lower body corners. Guards shall be 12 inches high, extend from behind a cab or step and wrap around to the front compartment door opening fabricated from 20 gauge brushed stainless steel.

4.3.77 FOLDING STEPS - There shall be two Innovative Controls black cast aluminum folding steps provided and installed on the completed vehicle.

4.3.78 FUEL FILL - There shall be one chassis supply fuel fill mounted the street side exterior wheel well panel, behind the rear axle. The fill shall have a permanent label with the text Diesel fuel only.

4.3.79 RADIO/ANTENNA INSTALLATION - There shall be two San Antonio fire department supplied radios with antenna installed in the cab within easy reach of the driver. The location of the radio shall be determined by the San Antonio fire department at the pre-construction meeting. All required radio programming shall be the responsibility of the San Antonio fire department. Radios shall be installed per manufacturer's recommendations and requirements and wired for proper 12 V power and ground.

4.3.80 GROUND LIGHTS - There shall be two OnScene 8" access LED lights installed the rear below bumper capable of providing an illumination at a minimum level of 2 fc (20lx) on ground areas within 30 inches.

4.3.81 12 V DC FUSE BLOCK - There shall be three Blue sea systems 100 amp ST series blade type fuse block with screw type terminals for both positive and negative bus with cover provided for distribution of up to 6, 30 amp, 12 V DC circuits.

4.3.82 SEAT BELT COLOR AND MOUNTING - Seatbelt coloring and monitoring systems conforming to NFPA 1901

4.3.83 OVERALL HEIGHT, LENGTH DATA PLATE - The fire apparatus manufacturer shall permanently affix a high visibility label in a location visible to the driver while seated. The label shall show the height of the completed fire apparatus in feet and inches, the length of the completed fire apparatus in feet and inches, and the GVWR in pounds.

4.3.84 BODY PAINT SPECIFICATIONS - The body shall be painted with a single color of PPG Delfleet Evolution paint per approved customer spray out. Color to be determined at preconstruction meeting.

4.3.85 Touch up paint shall be provided with completed vehicle.

4.3.86 BODY UNDERCOATING - The entire underside of the body shall be sprayed with black automotive undercoating. Undercoating shall Cover all areas underside of the body and wheel well areas to prevent corrosion.

4.3.87 REFLECTIVE STRIPE REQUIREMENTS - Material: All retroreflective material shall conform to the requirements of ASTM D 4956.

4.3.88 Requirements: all retro-reflective stripes shall be affixed to at least 50% of the cab and body length on each side, excluding the bumper panel areas, and at least 25% of the width of the front of the apparatus.

4.3.89 The stripe or combination of stripes shall be a minimum of 4 inches in total width.

4.3.90 Before stripe or combination of stripes shall be permitted to be interrupted by objects, receptacles, cracks between slats in rollup doors, provided the full stripe is seen as conspicuous when approaching the apparatus.

4.3.91 CHEVRON REFLECTIVE STRIPE, REAR PANELS - At least 50% of the rear facing vertical surfaces, visible from the rear of the apparatus, excluding any pump panel areas not covered by a door, shall be equipped with retro-reflective striping in a Chevron pattern sloping downward and away from the center line of the vehicle at an angle of 45°. Each stripe shall be 6 inches in width. New line the rear side panels of the body on each side of a rear stairway or compartment shall have a Chevron style reflective stripe, extending from bumper height up to side compartment drip rail height. The stripe material shall be 3M diamond grade.

4.3.92 Reflective Chevron stripe shall alternate Black and florescent yellow green in color.

4.3.93 GRAPHICS PROOF - A color graphics proof of the reflective striping layout shall be provided for approval by San Antonio Fire Department prior to installation. The graphics proof shall be submitted to San Antonio Fire Department aviation division on 8.5" x 11 sheets with front, sides, rear and plan views, each on one sheet.

4.3.94 LOW VOLTAGE ELECTRICAL SYSTEM- 12 VDC

4.3.95 General - Any low voltage electrical systems or warning devices installed on the fire apparatus shall be appropriate for the mounting location and intended electrical load.

4.3.96 Where wire passes through sheet metal, grommets shall be used to protect wire and wire looms. Logical connection shall be with double crimp water tight heat shrink connectors.

4.3.97 All 12 VDC wire running from front to back of vehicle body shall be run in full length electrical wiring raceway down each side of the body.

4.3.98 Low voltage electrical system performance test - A low-voltage electrical system test certification shall be provided with the delivered apparatus.

4.3.99 Wiring diagram - A complete electrical wiring schematic of actual systems shall be provided with the delivered apparatus.

4.3.100 Wiring - All electrical circuit feeder wiring supplied and installed by the fire apparatus manufacturer shall meet the requirements of NFPA chapter 13. The circuit feeder wire shall be stranded copper or copper alloy conductors of a gauge rated to carry 125% of the maximum current for which the circuit is protected. Voltage drops in all wiring from the power supply to the using device shall not exceed 10%. The use of star washers for circuit ground connectors is not permitted. All circuits shall otherwise be wired in conformance with SAE J 1292.

4.3.101 Wiring and Wire Harness Construction - All insulated wire and cable shall conform to SAE J 1127. All conductor(s) shall be constructed in accordance with SAE J1127 or SAE J1128, except where good engineering practice dictates special strand construction. Wiring shall be restrained to prevent damage caused by chafing or ice buildup and protected against heat, liquid, contaminants, or other environmental factors.

4.3.102 Wiring shall be uniquely identified at least every 2 feet by color coding for permanent marking with a circuit function code. The identification shall reference a wiring diagram.

4.3.103 Circuit shall be provided with properly rated low-voltage over current protection devices. Such devices shall be readily accessible and protected against heat in excess of the overcurrent devices design range, mechanical damage, and water spray. Circuit protection shall be accomplished by utilizing fuses, circuit breakers, fusible links, or solid-state equivalent devices.

4.3.104 Power Supply- A 12 V or greater electrical alternator shall be provided. The alternator shall have a minimum output at idle to meet the minimum continuous electrical load of the vehicle, at 200°F ambient temperature within the engine compartment, and shall be provided with full automatic regulation.

4.3.105 Minimum Continuous Electrical Load - The minimum continuous electrical load shall consist of the total amperage required to simultaneously operate the following in any stationary mode during emergency operations:

- 4.3.105.1 The propulsion engine and transmission
- 4.3.105.2 All legally required clearance and marker lights, headlights, and other electrical devices except windshield wipers and four-way hazard flashers.
- 4.3.105.3 The radios at a duty cycle of 10% transmit and 90% receive
- 4.3.105.4 The lighting necessary to produce 2 FC(20 LX) of illumination on all walking surfaces on the apparatus and on the ground at all egress points.
- 4.3.105.5 The minimum optical warning system
- 4.3.105.6 The continuous electrical current required to simultaneously operate any fire pumps, aerial devices, and hydraulic pumps.

4.3.105.7 Other warning devices and electrical loads defined by the City as critical to the mission of the apparatus.

4.3.106 The condition of the low voltage electrical system shall be monitored by warning system that provides both in audible and visual signals to persons on, in, or near the apparatus of an impending electrical system failure caused by the excessive discharge of the battery.

4.3.107 The charge status of the battery shall be determined either by direct measurement of the battery charge or indirectly by monitoring its electrical system voltage.

4.3.108 If the electrical system voltage is monitored, the alarm shall sound if the system voltage at the battery or at the master load disconnect switch drops below 11.8V for a 12 V nominal system for more than 120 seconds.

4.3.109 A voltmeter shall be mounted on the drivers instrument panel to allow direct observation of the system voltage.

4.3.110 ELECTROMAGNETIC INTERFERENCE - Electromagnetic interference suppression shall be provided, as required, to satisfy the radiation limit specified in SAE J551/1.

4.3.111 12 V DIAGNOSTIC RELAY CONTROL CENTER - The 12 V power distribution panel shall be conveniently located with easy access for service. All relays and circuit breakers shall be of the plug-in type to allow removal for repairs without requiring soldering or tools.

4.3.112 The 12 V distribution panel shall utilize printed circuit boards mounted in high-strength enclosures. Each printed circuit board shall be provided with 12 heavy duty independent switching relays. Each relay shall have the ability to be configured either normally open or normally closed and be protected by a 20 amp automatic reset breaker. Each circuit will be provided with a LED for visual diagnostic.

4.3.113 Power distribution panels shall be located in the apparatus within a protected enclosure.

4.3.114 CAB CONSOLE - A center cab console shall be provided and located in the center of the cab. Console shall be as large as possible and fabricated of 1/8" smooth aluminum. A textured powder coat paint finish shall be provided. The console shall contain the 12 volt switches to operate the emergency warning equipment on the vehicle. The final design of the console shall be determined by the San Antonio Fire Department ARFF Coordinator at the pre-construction meeting.

4.3.115 ROCKER SWITCH PANEL - Individual rocker style switches shall be located on a separate electrical panel, complete with backlit name tags describing function of each individual switch. An internally lighted rocker switch shall be furnished to the left of specified emergency lighting switches, and identified as "MASTER EMERGENCY SWITCH".

4.3.116 ELECTRICAL SYSTEM MANAGER

4.3.117 Load Management - If the total continuous electrical load exceeds the minimum continuous electrical output rating of the installed alternator(s), an Innovative Controls automatic electrical load management system shall be required. The apparatus 12 volt electrical system shall be provided with a system manager for:

4.3.117.1 Monitoring chassis battery voltage

4.3.117.2 Shedding pre-determined electrical circuits

4.3.117.3 Sequencing pre-determined electrical circuits

4.3.117.4 Automatically controlling chassis engine fast-idle

4.3.117.5 Monitoring master switch and parking brake applications

4.3.117.6 Automatically controlling warning light modes ("Calling-For" and "Blocking Right of Way")

4.3.117.7 Providing low voltage alarm

4.3.117.8 Programmable control circuits

4.3.117.9 Remote system status indicator panel

System manager shall perform all electrical functions required by current NFPA 1901 Standards.

4.3.118 Battery Monitoring - The system manager shall monitor the vehicle battery voltage. When electrical loads exceed the alternator output and the voltage drops, the load manager shall start shutting down electrical outputs.

4.3.119 BATTERY SYSTEM - The battery connectors shall be heavy duty type with cables terminating in heat shrink loom. Batteries shall be of the high-cycle type. The battery system cold cranking amps (CCA) rating shall meet or exceed the minimum CCA recommendations of the engine manufacturer. An onboard battery conditioner or charger or a polarized inlet shall be provided for charging all batteries. One of the following master disconnect switches shall be provided:

4.3.119.1 A master body disconnect switch that disconnects all electrical loads not provided by the chassis manufacturer; or

4.3.119.2 A master load disconnect switch that disconnects all electrical loads on the apparatus except the starter.

4.3.120 The alternator shall be wired directly to the batteries through the ammeter shunt(s), if one is provided, and not through the master load disconnect switch.

4.3.121 A green "battery disconnect on" indicator light that is visible from the driver's position shall be provided. Rechargeable hand lights, radios, and other similar devices shall be permitted to be connected to the electrical system ahead of the master disconnect switch.

4.3.122 BATTERY SWITCH - The chassis ignition key shall activate a heavy duty relay to provide 12 volt battery power to the vehicle.

4.3.123 BATTERY SOLENOID - Battery switch shall consist of a minimum 200 ampere, constant duty solenoid to feed from positive side of battery.

4.3.124 BATTERY CONDITIONER – One (1) Blue Sea Model P12 battery charger with 120VAC input, and 25 amp 12VDC output shall be provided. The P12 shall be backed by a minimum 5 year warranty. A display shall be provided with charge indicator, remote mounted.

4.3.125 BATTERY CHARGE INDICATOR - A Blue Sea EV battery charger display shall be provided and located near driver's door area.

4.3.126 SHORE POWER INLET – One (1) Kussmaul 120VAC, 20 amp Super Auto-Eject shore power inlet(s) shall be provided. The shore power connection shall automatically disengage from the vehicle when chassis ignition is engaged. The outlet cover shall be yellow. The shore power inlet shall be located on the streetside front of body, outboard of the cab.

4.3.127 ENGINE COMPARTMENT LIGHT - There shall be one OnScene severe service LED light mounted in the engine compartment with an integral switch with a light output of at least 20 candlepower/250 lumens.

4.3.128 CAB HAZARD WARNING LIGHT - A truck light red LED flashing light shall be provided and located in the driving compartment and be illuminated automatically whenever the vehicle parking brake is not fully engaged when any of the following conditions exist:

4.3.128.1 Any passenger or equipment compartment door is not closed

4.3.128.2 Any other device permanently attached to the apparatus is open, extended, or deployed in a manner that is likely to cause damage to the apparatus if the apparatus is moved.

4.3.128.3 Stabilizer system is not in its stowed position.

4.3.128.4

4.3.128.5 The hazard lights shall be labeled "do not move apparatus when light is on".

4.3.128.6 An audible alarm shall be provided for the door ajar light.

4.3.129 BACK-UP ALARM - The body manufacturer shall furnish and install one 107 dB electronic backup alarm. Back-up alarm shall actuate automatically when the transmission gear selector is placed in reverse.

4.3.130 LIGHTING - The following lights shall be mounted and located per federal motor vehicle safety standards.

- 4.3.130.1 Taillights – Two (2) Truck Light LED stop/tail/turn lights with red lens; and Two (2) Truck Light LED back-up lights with clear lens
- 4.3.130.2 Marker Lights - All body clearance lights shall be Truck-Lite Mini LED. Clearance lights shall be wired to the headlight circuit of the chassis.
- 4.3.130.3 License Plate Lights - One (1) Arrow #437 chrome plated LED license plate light shall be installed on the rear of the body. License plate light shall be wired to the headlight circuit of chassis. A fastener system shall be provided for license plate installation.
- 4.3.130.4 Ground Lighting: 2 (two) 8" OnScene access LED lights installed on the vehicle capable of providing illumination at a minimum level of 2 fc (20 lx) on ground areas within 30 in. (800 mm) of the edge of the vehicle in areas designed for personnel to climb onto or descend from the vehicle to the ground level. Lighting designed to provide illumination on areas under the driver and crew riding area exits shall be switchable but activated automatically when the exit doors are opened. Scene lights: Each with a separate switch.
- 4.3.130.5 Front LED Bumper Lights - one (1) Rigid D series model wide LED with Black housing mounted on Front bumper
- 4.3.130.6 Side LED Floodlights - two (2) Rigid D series model flood lights with Black housing and recess mount shall be provided on upper body on each side. Each light shall be wired directly to the 12 VDC electrical system with stranded copper wire. The floodlights shall be protected with circuit breakers rated at the proper amperage and wire size. The lights shall be controlled at the switch panel in cab.
- 4.3.130.7 Rear LED Floodlight - two (2) Rigid D series model flood LED lights on back of box. Each light shall be wired directly to the 12 VDC electrical system with stranded copper wire. The floodlights shall be protected with circuit breakers rated at the proper amperage and wire size. The lights shall be controlled at the switch panel in cab.
- 4.3.130.8 Front Led Driving Lights - 1 (one) Rigid D series model wide LED light with Black housing to be mounted on front of the vehicle and controlled from inside the cab. Each light shall be wired directly to the 12 VDC electrical system with stranded copper wire.

4.3.131 WARNING LIGHT PACKAGE - Vehicle shall come equipped with a system of optical warning devices that shall consist of an upper and a lower warning level. The requirements for each level shall be met by the warning devices in that particular level without consideration of the warning devices in the other level.

4.3.132 The upper and lower warning levels shall be divided into four (4) warning zones. The four zones shall be determined by lines drawn through the geometric center of the apparatus at 45 degrees to a line drawn lengthwise through the geometric center of the vehicle. The four (4) zones shall be designated A, B, C, and D in a clockwise direction, with zone A to the front of the apparatus.

4.3.133 Each optical warning device shall be installed on the apparatus and connected to the apparatus's electrical system in accordance with the requirements of this standard and the requirements of the manufacturer of the device.

4.3.134 A master optical warning system switch that energizes all the optical warning devices shall be provided.

4.3.135 The optical warning system on the apparatus shall be capable of two (2) separate signaling modes during emergency operations. One (1) mode shall signal to drivers and pedestrians that the apparatus is responding to an emergency and is calling for the right-of-way. One (1) mode shall signal that the apparatus is stopped and is blocking the right-of-way. The use of some or all of the same warning lights shall be permitted for both modes provided the other requirements of this contract are met.

4.3.136 A switching system shall be provided that senses the position of the parking brake or the park position of an automatic transmission. When the master optical warning system switch is closed and the parking brake is released or the automatic transmission is not in park, the warning devices signaling the call for the right-of-way shall be energized. When

the master optical warning system switch is closed and the parking brake is on or the automatic transmission is in park, the warning devices signaling the blockage of the right-of-way shall be energized. The system shall be permitted to have a method of modifying the two (2) signaling modes.

4.3.137 The optical warning devices shall be constructed or arranged so as to avoid the projection of light, either directly or through mirrors, into any driving or crew compartment(s). The front optical warning devices shall be placed so as to maintain the maximum possible separation from the headlights. Steadily burning, non-flashing optical sources shall be permitted to be used.

4.3.138 UPPER LEVEL OPTICAL WARNING DEVICES:

4.3.138.1 ZONE A – FRONT WARNING LIGHTS - One (1) Whelen Inner Edge Duo, model 1W47UFX, LED light bar mounted permanently behind the upper windshield containing twelve (12) 3–LED lamps (secondary colors blue passenger flash red driver), Upper front unit, to piece, individual driver and passenger side units.

4.3.138.2 ZONE B AND D – SIDE WARNING LIGHTS:

4.3.138.3 UPPER REAR CORNER WARNING LIGHTS - There shall be two (2) Whelen M6 series red linear Super-LED lights (M6R) provided, one (1) located at each side. Each light shall have a red lens and chrome flange. The lights shall be controlled at the switch panel in cab.

4.3.138.4 UPPER FORWARD CORNER WARNING LIGHTS - There shall be two (2) Whelen M6 series blue linear Super-LED lights (M6B) provided, one (1) each side. Each light shall have a blue lens and chrome flange. The lights shall be controlled at the switch panel in cab.

4.3.138.5 There shall be two (2) Whelen M6 series amber linear Super-LED lights (M6A) provided, one (1) each Side located centered over compartment S1/C1 doors. Each light shall have an amber lens and chrome flange. The lights shall be controlled at the switch panel in cab.

4.3.138.6 ZONE C – REAR WARNING LIGHTS - There shall be one (1) Whelen M6 series red linear Super-LED lights (M6R) shall be provided on the Driver Side. Each light shall have a red lens and chrome flange. The lights shall be controlled at the switch panel in cab.

4.3.138.7 There shall be one (1) Whelen M6 series blue linear Super-LED lights (M6B) provided on the Passenger Side. Each light shall have a blue lens and chrome flange. The lights shall be controlled at the switch panel in cab.

4.3.138.8 LOWER LEVEL OPTICAL WARNING DEVICES - To define the clearance lines of the vehicle, the optical center of the lower-level optical warning devices in the front of the vehicle shall be mounted on or forward of the front axle centerline and as close to the front corner points of the apparatus as is practical.

4.3.138.9 The optical center of the lower-level optical warning devices at the rear of the vehicle shall be mounted on or behind the rear axle centerline and as close to the rear corners of the apparatus as is practical. The optical center of any lower-level device shall be between 18 in. and 62 in. (460 mm and 1600 mm) above level ground for large vehicle, and 18 in. and 48 in. (460 mm and 1600 mm) above level ground.

4.3.138.10 A midship optical warning device shall be mounted right and the left sides of the apparatus if the distance between the front and rear lower-level optical devices exceeds 25 ft (7.6 m) at the optical center. Additional midship optical warning devices shall be required, where necessary, to maintain a horizontal distance between the centers of adjacent lower-level optical warning devices of 25 ft (7.6 m) or less. The optical center of any midship mounted optical warning device shall be between 18 in. and 62 in. (460 mm and 1600 mm) above level ground.

4.3.138.11 ZONE A - FRONT WARNING LIGHTS - There shall be two (2) Whelen 400 series (4" x 3") Linear Super-LED lights (40R02ZRR) provided, one (1) each side. Driver side light shall have a blue LED's and chrome flange, passenger side light shall have a red LED's and chrome flange. The lights shall be controlled at the switch panel in cab.

4.3.138.12 ZONES B AND D - CAB INTERSECTOR LIGHT (CAB FRONT CORNERS) There shall be two (2) Whelen 500 series (5" x 2") red Linear Super-LED lights (50R02ZRR) provided, one (1) each side. Each light shall have a red lens and chrome flange. The lights shall be controlled at the switch panel in cab.

4.3.138.13 ZONES B AND D - BODY INTERSECTOR LIGHT (BODY REAR CORNERS) - There shall be two (2) Whelen M6 series red linear Super-LED lights (M6R) provided, one (1) each side. Each light shall have a red lens and chrome flange. The lights shall be controlled at the switch panel in cab.

4.3.138.14 ZONE C - REAR WARNING LIGHTS (LOWER REAR CORNERS) - There shall be two (2) Whelen M6 series linear Super-LED lights provided, one (1) each side. Driver side light shall have a blue LED's and chrome flange, passenger side light shall have a red LED's and chrome flange. The lights shall be controlled at the switch panel in cab.

4.3.139 SIREN – Equipped with One (1) Whelen model 295SLSA1 electronic siren control with selectable 100 or 200 watt output, hands-free operation, user selectable siren tones, park kill, and standard hard wired microphone shall be provided and installed in cab within easy reach of Driver. Siren power shall be wired through the master warning light switch.

4.3.140 SIREN SPEAKER - One (1) Whelen Projector model SP123BMC, 100 watt aluminum, 9.3" x 7.3" x 5.3" deep siren speaker shall be provided, recessed in the front bumper with chrome plated polycarbonate grille. The solid state siren speaker shall be vibration resistant. The SP123BMC shall comply with California Title XIII, Class A, and SAE J1849 and with OSHA 1910.95 Guidelines regarding "Permissible Noise Exposure". All mounting hardware shall be stainless steel and covered by a two year factory warranty. The siren speaker shall be located on the street side of front bumper.

4.3.141 FIRE PUMP – The pump to be provided shall be a Hale model HP X300– B 18. The pump shall be a high-pressure, medium volume, gear driven pump; that performs as follows: 120 GPM at 100 psi, and 350 GPM at 40 PSI.

4.3.142 The fire pump shall be constructed of anodized aluminum alloy pump head and body with a stainless steel band clamp. The pump shall have a bronze impeller and renewable wear rings with self-adjusting mechanical seal.

4.3.143 The fire pump shall have a Briggs & Stratton V twin engine capable of 18 HP, 4 cycle, gasoline operated that has an electric start with recoil backup. The pump shall have a gas exhaust Venturi priming. The engine shall have a 3.0" NPT suction connection and a 3.0" NPT discharge connection.

4.3.144 The pump fuel system shall be plumbed into chassis main fuel tank. The Fuel line shall be protected from chafing at all wear points.

4.3.145 The pump starting system shall be powered by the chassis battery system with heavy duty stranded copper cables.

4.3.146 The pump drain chubby shall be controlled at the pump operators panel and identified as "pump drain". The control shall be a T handle control that is easily actuated with a gloved hand.

4.3.147 FOAM SYSTEM – The truck shall be equipped with a Foam Pro 2001 electronic, fully automatic, variable speed, direct injection, discharge side foam proportioning system. The system shall be capable of handling Class A foam concentrates and most Class B foam concentrates. This system must be capable of delivering accuracy to within 5% of the calibrated settings and shall be equipped with a digital electronic control display suitable for installation on the pump panel.

4.3.148 Incorporated within the control display shall be a microprocessor that receives input from the system flowmeter(s), while also monitoring foam concentrate pump output, comparing values to ensure that the operator preset proportional amount of foam concentrate is injected into the discharge side of the fire pump.

4.3.149 Paddlewheel-type flowmeter(s) shall be installed in the discharges specified to be "foam capable." When the use of more than one flowmeter is required, an interface electronics module will be provided to totalize these flows and send the flow total to the microprocessor in the computer control display. The digital computer control display shall enable the pump operator to perform the following control and operation functions for the foam proportioning system:

- 4.3.149.1 Provide push-button control of foam proportioning rates from 0.1% to 9.9%, in 0.1% increments
- 4.3.149.2 Show current flow-per-minute of water
- 4.3.149.3 Show total volume of water discharged during and after foam operations are completed
- 4.3.149.4 Show total amount of foam concentrate consumed
- 4.3.149.5 Simulate flow rates for manual operation
- 4.3.149.6 Perform setup and diagnostic functions for the computer control microprocessor
- 4.3.149.7 Flash a "low concentrate" warning when the foam concentrate tank(s) runs low

4.3.149.8 Flash a "no concentrate" warning and shut the foam concentrate pump off, preventing damage to the pump, should the foam tank(s) empty

4.3.150 A 12-volt electric motor drive positive displacement foam concentrate pump, rated up to 2.5 gpm (9.5 L/min) @ 150 psi with operating pressures up to 400 psi (27.6 BAR), shall be installed in a suitable, accessible location.

4.3.151 The system will draw a maximum of 40 amps @ 12 VDC. A pump motor electronic driver (mounted to the base of the pump) shall receive signals from the computer control display and power the 1/2 hp (0.40 kW) electric motor directly coupled to the concentrate pump in a variable speed duty cycle to ensure that the correct proportion of concentrate preset by the pump operator is injected into the water stream. Full flow check valve shall be provided to prevent foam contamination of fire pump and water tank or water contamination of foam tank. Components of the complete proportioning system shall include:

4.3.151.1 Operator control and display

4.3.151.2 Paddlewheel flowmeter(s)

4.3.151.3 Pump and electric motor/motor driver

4.3.151.4 Wiring harnesses

4.3.151.5 Low level tank switch

4.3.151.6 Foam injection check valve

4.3.151.7 Main waterway check valve

4.3.152 The system design shall have passed environmental testing which simulates heavy use on an off-road mobile truck. Testing shall have been conducted in accordance to SAE standards. A means shall be provided to prevent water back flow into the foam proportioning system and the foam concentrate storage tank.

4.3.153 PLUMBING SPECIFICATIONS - The fire pump plumbing system shall be of rigid or flexible piping with stainless steel fittings. Victaulic couplings shall be installed to permit flexing of the plumbing system and allow for a quick removal of piping or valves for service. Flexible hose couplings shall be threaded stainless steel or Victaulic connections. The fire pump and plumbing shall be hydrostatically tested in compliance to applicable sections of NFPA standards, with test results submitted with the delivery documentation.

4.3.154 STAINLESS STEEL INTAKE MANIFOLD - The suction manifold assembly shall be fabricated with Schedule #10 type 304 stainless steel. All threaded fittings shall be a minimum of schedule 10 stainless steel. The suction manifold shall be welded and pressure tested prior to installation. The stainless steel manifold assembly shall be attached to the pump intake volute with a heavy-duty, flexible Victaulic coupling.

4.3.155 STAINLESS STEEL DISCHARGE MANIFOLD - The discharge manifold assembly shall be fabricated with Schedule 10 type 304 stainless steel. All threaded fittings shall be a minimum of schedule 10 stainless steel. The discharge manifold assembly shall have radius sweep elbows to minimize water turbulence into the discharge header. The manifold shall be welded and pressure tested prior to installation. The stainless steel manifold assembly shall be attached to the pump intake volute with a heavy-duty, flexible Victaulic coupling.

4.3.156 REAR INTAKE- 2 ½" - There shall be one two and half (2 ½") rear gated intake with controls located on the pump panel and shall include:

4.3.156.1 One Akron brass 8900 series Gen II, manual type II and half" valve with Fusion CF composite ball

4.3.156.2 Each intake shall have a 2 1/2" NSTF Chrome swivel adapter with strainer provided.

4.3.156.3 One innovative controls model 3003000, 3/4" brass 90° ball type drain valve with lift type handle which can be opened under pressure and a color-coded label.

4.3.157 TANK TO PUMP CHECK VALVE - There shall be a check valve between the pump suction and the booster tank valve. The check valve shall eliminate back flow into the water tank when the pump is connected to a pressurized source.

4.3.158 TANK TO PUMP VALVE - A 2" full flow ball valve shall be installed between the fire pump and the water tank. The connection between the tank and the pump shall be capable of the flow recommendations as set forth in the latest edition of NFPA 1901. The valve shall be flanged to bolt directly to the pump and shall incorporate a chromium plated bronze ball. The remaining internal moving parts shall be stainless steel for years of dependable service. A non-collapsible flexible hose shall be incorporated into the tank to pump plumbing to allow movement in the line as the chassis flexes to avoid damage during normal road operation. The tank to pump valve shall be controlled from the pump operator's panel. Valve(s) shall be controlled with a push/pull type chromed "T" handle with adjustable linkage connected to the valve. The valve handle will be pulled for the open valve position. The control handle shall be located adjacent to the plumbing connection.

4.3.159 FRONT DISCHARGE REMOTE CONTROL MONITOR - An Akron model 3462, 300 GPM rated monitor with all electric single waterway constructed of lightweight Pyrolite shall be provided. The monitor shall have cast-in turning vanes in each elbow, and fully enclosed motors and gears with manual overrides for both horizontal and vertical rotation and may be operated simultaneously. This compact forestry monitor features a fully sealed integrated electrical control system with waterproof locking connectors from all motors, power and control connections to withstand harsh environments often seen in Wildland firefighting conditions. The high speed motors of this monitor provide proportional speed control for pinpoint stream positioning and accuracy and ideal for use in water, foam and CAFS applications.

4.3.159.1 Standard Features:

- 4.3.159.1.1 CAN proportional speed joystick control
- 4.3.159.1.2 Lightweight Pyrolite construction, 23 lbs. without nozzle
- 4.3.159.1.3 Integrated and sealed electronics
- 4.3.159.1.4 Waterproof (IP 67 rated) locking connectors
- 4.3.159.1.5 Simple "plug and play" installation
- 4.3.159.1.6 320° maximum rotation range with stops at $\pm 90^\circ$
- 4.3.159.1.7 135° maximum elevation range with stops at $\pm 45^\circ$ and -20°
- 4.3.159.1.8 Style 3293 low flow adjustable electric fog nozzle with flush 30-60-95-125 gpm (115-230-360-475 lpm)

4.3.160 The control system electronics shall be integrated with the monitor wiring harness. The control system shall use sealed, locking connectors for the monitor and nozzle motors. Two additional sealed, locking connectors shall be supplied for input power/electric valve control and J1939 CAN bus interface. A sealed USB connector shall be provided for updating control system firmware. All electrical connectors shall be minimum IP65 rated.

4.3.161 The operator interface shall be located in the cab and easily accessible to the driver and consist of a CAN bus compatible joystick. The monitor shall include a 5' long power/valve harness and a 20 foot long CAN joystick harness.

4.3.162 A Class 1 high pressure flexible hose with stainless steel Victaulic couplers shall connect the discharge valve and monitor. Hose shall be secured to body and chassis frame with bolted "P" style clamps and protected from abrasion, sharp edges, or high heat.

- 4.3.162.1 One (1) of the discharge(s) shall flow water and foam.
- 4.3.162.2 One (1) Akron Brassed 9600 series Gen II, actuated 2" valve with Fusion CF composite ball.
- 4.3.162.3 The specified Akron valves shall be configured for 12 V DC electric actuation.
- 4.3.162.4 An Akron 9323 Navigator Pro electric valve controller with full color LCD display visible from all angles, True position feedback, user programmable presets, opened text shown on the valve bar graph, and VMUX capable integration shall be located on the pump operators panel.
- 4.3.162.5 One (1) Innovative Controls model 3003000, 3/4" brass 90 degree ball type drain valve with lift type handle which can be opened under pressure and a color-coded label. The valve shall be located at the bottom of the pump panel and drain with the lowest point in the plumbing.

- 4.3.162.6 One Innovative Controls/ NoShok 2 1/2" liquid filled gauge with blue (water) LED backlighting activated with pump engagement. Gauge(s) shall have a range from 0 to 400 psi. The gauge shall have a die cast zinc, chrome plated bezel with color-coded label inserts and a color-coded gauge trim ring. Labels shall be UV and scratch resistant that meets SAE standards where applicable.
- 4.3.163 CAB MOUNTED WATER TANK INDICATOR - There shall be one Class 1 mini 4-light, remote tank level gauge for indicating water level installed in the cab. The tank level gauge shall indicate the liquid level or volume on an easy to read rad LED display and show increments of 1/4 of a tank. The mini remote gauge will receive data from the same source as the Master Display. No additional transducers shall be required.
- 4.3.164 REAR STREET SIDE DISCHARGE - There shall be one 2 1/2" gated discharge to control located on the pump panel. The discharge shall include:
- 4.3.164.1 One of the discharges shall be for water only.
- 4.3.164.2 One Akron Brassed 8900 series Gen II, manual type II 1/2" valve with Fusion CF composite ball. Valve(s) shall be controlled with a push/pull chromed "T" handle with adjustable linkage connected to the valve. The control handle shall be located adjacent to the plumbing connection.
- 4.3.164.3 Each discharge shall have a 2 1/2" NSTF times 2 1/2" NSTM chrome plated 30° down sweet elbow provided.
- 4.3.164.4 One Innovative Controls model 3003000, 3/4" brass 90 degree ball type drain valve with lift type handle which can be opened under pressure and a color-coded label.
- 4.3.164.5 One Innovative Controls/ NoShok 2 1/2 liquid filled gauge with blue (water) LED backlighting activated with Pump engagement. Gauge(s) shall have a range of 0 to 400 psi. The gauge shall have a die cast zinc, chrome plated bezel with color-coded labels insert and a color-coded gauge trim ring. Labels shall be UV and scratch resistant and meet SAE standards where applicable.
- 4.3.165 FRONT BUMPER GROUND SWEEP NOZZLES - The front bumper shall be provided with 1/2' ground suite nozzles with a 145° spray angle and spray overlap. Sweep nozzles shall be individually controlled from inside the cab.
- 4.3.165.1 One of the discharges shall be for water only.
- 4.3.165.2 Two (2) KZ #KZ67FY 1", 12 VDC electric, stainless steel, on/off valves shall be provided to control the front ground sweet nozzles.
- 4.3.165.3 Two (2) C&S supply 1" dual range bumperless nozzle model #110/23BL shall be provided and mounted on each corner of the bumper and plumbed to valves using high-pressure flexible 1" hose.
- 4.3.165.4 Each valve shall be individually controlled with 12 VDC on/off switches located in cab near driver, and labeled "Front Spray Left" and "Front Spray Right".
- 4.3.165.5 One (1) Innovative Controls model 3003000, 3/4" brass 90 degree ball type drain valve with lift-type handle with a color-coded label, which can be opened under pressure. Valve(s) shall be located on bottom of pump panel and drain the lowest point in the plumbing.
- 4.3.166 HOSE LAYS – The vehicle shall be equipped with three (3) hose lay trays that are accessible from the rear.
- 4.3.167 There shall be one (1) 2" hose lay tray accessible from the rear of the body. The hose lay shall have a minimum storage capacity of 100' of 1 3/4" double jacketed hose and a nozzle.
- 4.3.168 There shall be one (1) 1 3/4" hose lay tray accessible from the rear of the body. The hose lay shall have a minimum storage capacity of 200' of 1 3/4" double jacketed hose and a nozzle.
- 4.3.169 There shall be one (1) 3" hose lay tray/bed accessible from the rear of the body to be used as a supply line. The hose lay shall have a minimum storage capacity of 200' of 3" double jacketed hose.
- 4.3.170 The vehicle shall be equipped with two (2) Akron Brassed 8900 series Gen II, manual type II 1/2" valve with Fusion CF composite ball.

4.3.171 There shall be a 2" VFC x 1 1/2" NSTM brass or chrome plated 90° swivel elbow provided for each discharge.

4.3.172 PUMP PANEL - The rear body pump Control Panel shall hinged, or bolted in place allowing it to be easily removed to gain access to plumbing components. The pump control shall be mounted on an aluminum Control Panel with a black powder coated painted finish

4.3.173 MASTER INTAKE/PRESSURE GAUGES- There shall be one Innovative Controls/ NoShok 4" liquid filled gauge to display the master intake pressure, and labeled "Pump intake". A test gauge port manifold shall be integrated into the lower center bezel.

4.3.174 PUMP PANEL LIGHTING - All gauges and controls on the pump operator's panel shall be adequately illuminated by pool panel with shielded light assembly with full width Onscene solutions LED lights.

4.3.175 PUMP REMOTE CAB PANEL - A pump control panel shall be located inside the chassis. The location shall be determined at preconstruction and include:

- 4.3.175.1 Pump engine ignition start
- 4.3.175.2 Pump engine choke control
- 4.3.175.3 Pump engine throttle
- 4.3.175.4 Pump engine stop
- 4.3.175.5 Panel on/off switch
- 4.3.175.6 Ignition "on" indicator
- 4.3.175.7 Pump engine" low oil pressure" indicator
- 4.3.175.8 Pump discharge gauge

4.3.176 POLY WATER TANK - The water tank capacity shall be approximately 400 US gallons. The certification of the tank capacity shall be recorded on the manufacturer's record of construction and shall be provided to the purchaser upon delivery. The tank must be designed and fabricated by tank manufacturer that is ISO 9001: 2008 certified.

4.3.177 CLASS B POLYPROPYLENE FOAM CELL - There shall be one 20 gallon polypropylene foam cell incorporated into the polypropylene water tank. This foam tank capacity shall be deducted from water tank size specified. There shall be one pressure/vacuum vent installed on the foam tank.

4.3.178 A minimum one inch (1") inside diameter full flow drain valve and piping shall be provided at the lowest point of any foam concentrate tank. The drain shall be piped to drain directly to the surface beneath the apparatus without contacting other body or chassis components.

4.3.179 FOAM TANK LEVEL GAUGE - There shall be one class one model ITLF-40R tank level gauge for indicating foam level. The tank level gauge shall indicate the liquid level or volume on an easy to read blue LED display and show increments of 1/8 of a tank.

4.3.180 WATER FILL TOWER AND COVER - The tank shall have a combination vent and manual fill tower. The fill tower shall be constructed of 1/2" PT3 polypropylene and shall be a minimum dimension of 8" x 8" outer perimeter. The fill tower shall be blue in color indicating that it is a water only fill tower. The tower shall have a quarter" thick removable polypropylene screen and a PT3 polypropylene hinged cover. The fill tower(s) shall be boxed in with an aluminum panel for protection from damage.

4.3.181 SUMP - There shall be one sump standard per tank. The sump shall be constructed of a minimum of 1/2" PT3 polypropylene and be located in the left front quarter of the tank, unless otherwise specified.

4.3.182 OUTLETS - There will be two standard tank outlets: one for the tank to pump suction line, which will be sized to provide adequate for water flow to the pump, and one for tank fill line, which will be size according to the NFPA minimum size chart for booster tanks.

4.3.183 WATER TANK LEVEL GAUGE - There shall be one class one model IITL-40B tank level gauge to indicate the water level. The tank level gauge shall indicate the liquid level or volume on an easy to read blue LED display and show increments of 1/8 of a tank.

4.3.184 EQUIPMENT PAYLOAD WEIGHT ALLOWANCE - In compliance with NFPA 1901 standards, vehicle shall be designed for an equipment loading allowance of 1500 pounds of equipment.

4.3.185 EQUIPMENT - A completed fire apparatus must include the following equipment:

- 4.3.185.1 2 (Two) Zico AC-32, NFPA approved aluminum wheel chocks rated for 32" diameter tires that will hold the vehicle on a hard surface at a 20° grade.
- 4.3.185.2 2 (Two) Stream light halogen flashlights, Orange in color hardwired with a 12 V DC charger.
- 4.3.185.3 1 (One) 2.5 gallon water extinguisher, BEC-AX240
- 4.3.185.4 1 (One) Fiberglass handled flat head ax, CTL-C60F
- 4.3.185.5 4 (Four) Big – 10 hose 1.75" x 50' blue, KEY-DP17-800-BLU-50-ARN
- 4.3.185.6 8 (Eight) Big – 10 hose 3.0" x 50' white, KEY-DP30-800-WHT-50-ARN
- 4.3.185.7 4 (Four) Single jacket, forestry hose, KEY-SP10-600-50-ARN
- 4.3.185.8 1 (One) Custom KOCHECK adapter, KOC-35R1515-Y
- 4.3.185.9 1 (One) Custom KOCHECK adapter, KOC-35R2525-Y
- 4.3.185.10 1 (One) Custom KOCHECK adapter, KOC-36R1515-Y
- 4.3.185.11 1 (One) Custom KOCHECK adapter, KOC-36R2525-Y
- 4.3.185.12 1 (One) Custom KOCHECK adapter, KOC-37R2515-Y
- 4.3.185.13 1 (One) adjustable hydrant wrench, MET-HYDRANT/SPANNER SET
- 4.3.185.14 2 (Two) MET-SET UP, KEY-DP17-800-WHT-50-ARN
- 4.3.185.15 1 (One) 54" fiberglass broom handle, NUP-68554
- 4.3.185.16 1 (One) wildland fire rake(69214), NUP-69214
- 4.3.185.17 1 (One) broom head, 18 inches wide, NUP-P72-18
- 4.3.185.18 1 (ONE) 30" bolt cutter, NUP-UCC-30
- 4.3.185.19 11 (Eleven) Handlelok strap mounts, PAC-1004-PT
- 4.3.185.20 3 (Three) Super Adjustamount kit, PAC-K5050
- 4.3.185.21 1 (One) 30" hooligan tool, PAR-22-000600
- 4.3.185.22 1 (One) complete plug kit, PAR-22-000715
- 4.3.185.23 2 (Two) 1.5 NH female 100 psi select, TFT-GF3C1S
- 4.3.185.24 2 (Two) SCBA walk away brackets, ZIA-KD-UH-5-SF

4.3.186 REPAIR EASE - The vehicle design should allow routine maintenance checks of lubricant and fluid levels to be performed by the City of San Antonio fleet shop without lifting the cab or tilting the vehicle. The vehicle components should not interfere with repair or should have easy removal of the major components attached with fasteners, such as cap screws and nuts, so that the components can be removed and installed with ordinary hand tools.

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.

Insurance.

Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department, which shall be clearly labeled "Airport Fire Rescue Truck" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Finance Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

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

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

<u>TYPE</u>	<u>AMOUNTS</u>
*1. Workers' Compensation	Statutory
*2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
*4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
*Only if vendor will use own fleet to deliver	

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

decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

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

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

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

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

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

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

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

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

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

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

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

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

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

Non Airport Improvement Program (AIP) Funded Agreement Mandatory Contract Clauses

I. General Civil Rights Provisions

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

II. Title VI Clauses Compliance With Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

III. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

IV. Federal Fair Labor Standards Act

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

V. Occupational Safety and Health Act of 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

VI. DRUG-FREE WORKPLACE

(a) Definitions. As used in this clause—

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

- (b) The Contractor, if other than an individual, shall—within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration—
- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - (2) Establish an ongoing drug-free awareness program to inform such employees about—
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b) (1) of this clause;
 - (4) Notify such employees in writing in the statement required by paragraph (b) (1) of this clause that, as a condition of continued employment on this contract, the employee will—
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
 - (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
 - (6) Within 30 days after receiving notice under subdivision (b) (4) (ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - (7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b) (1) through (b) (6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

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 – City of San Antonio Local Preference Program Forms

Attachment C – Veteran-Owned Small Business Preference Program Tracking Form

Attachment D – Non-AIP Funded Solicitations Mandatory Federal Contract Provisions

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

Destination Contract. Vendor shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this IFB 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 the City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

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

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

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

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

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 IFB, unless otherwise specified in the Specifications/Scope of Services section of this IFB. 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.

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 the 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, THE 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 DAYS 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.

Change Orders. In order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract.

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished may be approved by the Director, provided that such change orders:

- are made in writing, signed by the Director;
- do not involve an increase or decrease in contract price of more than \$25,000; and
- sufficient funds have already been allocated by City or are available to the Director to cover any increase in contract price.

Any other change will require approval of the City Council, City of San Antonio.

Changes that do not involve an increase in contract price may, however, be made by the Director.

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

Termination.

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

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

Termination-Funding. City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

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

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

INDEMNIFICATION.

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its 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 THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold the 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 the 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.

Severability. If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

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

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

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

Venue. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

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

As a party to this contract, Vendor understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

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

Prohibition on Contracts with Companies Boycotting Israel

Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

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

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

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

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

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

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

Entire Agreement. This contract, including City's final electronically posted online version, together with its authorizing ordinance and its price schedule(s), attachments, addendums, purchase orders, and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Change Order 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 a bid, whether electronically or by paper, Bidder represents that:

(s)he is authorized to bind Bidder to fully comply with the terms and conditions of City's Invitation for Bid 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;

Bidder 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 bid 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 bid.

Bidder Information
Please Print or Type
Vendor ID No.

✓ 1006439

Signer's Name

Keith Shoffstall

Name of Business

Grande Truck Center

Street Address

4542 IH-10 East

City, State, Zip Code

San Antonio, TX 78219

Email Address

rshoffstall@grande-truck.com

Telephone No.

210-666-7112

Fax No.

210-666-7216

City's Solicitation No.

6100010244

Keith Shoffstall

Signature of Person Authorized to Sign Bid

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 Bid - an invitation to bid in which the City will award the entire contract to one bidder only.

Alternate Bid - two or more bids with substantive variations in the item or service offered from the same bidder in response to a solicitation.

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

Bid - a complete, signed response to a solicitation. The term "bid" is synonymous with the term "offer".

Bid Opening - a public meeting during which bid responses are disclosed.

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

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

Change Order - a change to the plans or specifications of the contract, or an increase or decrease in the quantity of work to be performed or of materials, equipment, or supplies to be furnished, issued by the Director after the bid has been accepted by the City.

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

Contract - the binding legal agreement between the City and Vendor.

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

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

Equal or Equivalent - terms to indicate that similar products or other brands may be acceptable for purchase if specifications and functional requirements are met.

Invitation for Bid (IFB) - a solicitation requesting pricing for a specified good or a service.

Line Item - a listing of items in a bid for which a bidder is expected to provide separate pricing.

Low Bid - a bid which is lowest in price, but may not meet all requirements or specifications.

Lowest Responsible Bidder - the bidder whose bid meets all requirements of the specifications, terms and conditions of the IFB and results in the lowest cost to the City in an award based solely on price, taking into consideration the bidder's competence and qualifications to perform the contract.

Non-Responsive Bid - a bid or offer that does not comply with the terms and conditions, or specifications and/or requirements of the IFB.

Offer - a complete, signed response to an IFB that, if accepted, would bind the bidder to perform the resultant contract. The term "offer" is synonymous with the term "bid".

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

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

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

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

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

Responsible Bidder - a bidder who is known to have the necessary competence and qualifications to perform and provide all requirements of an intended contract.

Responsive Bidder - a bidder who tenders a bid which meets all requirements of the invitation to bid and is a responsible bidder.

Sealed Bid - a bid submitted as a sealed document, whether hard copy or electronic, by a prescribed time to the location indicated in the IFB. The contents of the bid will not be made public prior to the bid opening.

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

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

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

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

Waiver of Irregularity - noting, but disregarding an immaterial variance within a bid.

009 - ATTACHMENTS

LOCAL PREFERENCE PROGRAM ORDINANCE LANGUAGE

The 82nd Texas Legislature adopted a revision to the law that allowed the City of San Antonio (City) to adopt a policy that would grant contracting preferences to local businesses for certain types of contracts. The City adopted such a policy, known as the Local Preference Program, by Ordinance No. 2013-03-21-0167, effective for solicitations issued after May 1, 2013.

This solicitation is subject to the Local Preference Program. For more information on the program, refer to the Local Preference Program Identification Form attached to this solicitation.

In order to receive consideration the Local Bidder must complete and return the attached Local Preference Identification Form.

ATTACHMENT A
PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1	1	AIRPORT FIRE RESCUE TRUCK, 2018 Ford F-550 Chassis XL 4x4 Drive, or approved equal

PRICE EACH: \$ 171,044.⁰⁰

TOTAL PRICE: \$ 171,044.⁰⁰

YEAR, MAKE & MODEL OFFERED:

2019 Ford F550 R1C 4x4

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

Ford 6.8L Gas 288 HP @ 4000 RPM

WARRANTY CHASSIS/BODY:

Powertrain 60 months or 60,000 miles
Chassis - 36 months or 36,000 miles

WARRANTY SERVICE PROVIDER NAME & WARRANTY FACILITY ADDRESS:

Ford Chassis - Grande Truck Center - 4542 IH-10 East SA TX 78219

Body & Body Equipment - Siddons Martin - 5511 Binz-Englemann Kerby TX 78219

PRODUCTION CUT-OFF DATE: 10/25/2018

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 10/25/2018

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

DELIVERY: Delivery will be made within 250-275 calendar days after issuance of purchase order.

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

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

The City of San Antonio Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, establishes a local preference for specific contracting categories. Each time a bidder or respondent submits a bid for a solicitation, this Local Preference Program Identification Form must be completed and turned in with the solicitation response in order to be identified as a City Business and receive the preference described below. The City will not rely on Local Preference Program Identification Forms submitted with prior or contemporaneous bids or proposals.

The Local Preference Program allows the City to grant a preference to a business meeting the definition of *City Business* in the award of the following types of contracts, when selection is made based on price alone:

- Personal Property (Goods / Supplies): The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 or more;
- Non-professional Services: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$500,000;
- Construction Services: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$100,000, excluding contracts awarded using alternative delivery methods.

The Local Preference Program also allows the award of additional points, when multiple evaluation criteria are used in the award of professional service contracts, where the selection process is not governed by statute and in revenue generating and concession contracts. A business meeting the definition of *City Business* stated below may be awarded 10 points for being headquartered within the city, or 5 points for having a local office within the city.

Moreover, the program recognizes joint venture agreements and allows for apportioning of points based upon the percentage of ownership of joint ventures by *City Businesses* responding to solicitations for which discretionary points are applied. For solicitations where selection is made based on price alone, all members of a joint venture must be *City Businesses* for the preference to be applied.

City Business is defined as a business headquartered within the incorporated San Antonio city limits for one year or more OR one that meets the following conditions:

- Has an established place of business for one year or more in the incorporated limits of the City:
 - (a) from which at least 100 of its employees OR at least 20% of its total full-time, part-time and contract employees are regularly based; and
 - (b) from which a substantial role in the business' performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

A location utilized solely as a post office box, mail drop or telephone message center or any similar combination, with no other substantial work function, is not a *City Business*.

For the purposes of this program, Headquartered is defined as the place where a business entity's officers direct, control, and coordinate the entity's activities.

NOTE: Bidders / Respondents are required to submit documentation to substantiate that the requirements of a *City Business* have been met. Examples of documentation may include, but are not limited to the following:

1. Existence of local headquarters or office: For corporations, Texas Comptroller's listing of names/addresses of officers and directors. For partnerships, partnership agreement and any documents identifying the current managing partners and their current work addresses
2. Evidence of local headquarters or office in existence for one year or more: Utility bills, real property lease agreements, equipment leases, personal property taxes, real property taxes
3. Evidence of number of employees: Organizational charts, payroll records by location

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

CITY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION TO VALIDATE BIDDERS'/RESPONDENTS' DESIGNATION AS A CITY BUSINESS.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR RESPONSE EVEN IF YOU ARE NOT SEEKING A LOCAL PREFERENCE. THE BIDDER / RESPONDENT MUST COMPLETE THE FOLLOWING FORM TO BE IDENTIFIED AS A CITY BUSINESS. IF BIDDER / RESPONDENT IS SUBMITTING AS A JOINT VENTURE, EACH CITY BUSINESS THAT IS A MEMBER OF THE JOINT VENTURE MUST COMPLETE AND SIGN THIS FORM.

PROVIDE THE FOLLOWING INFORMATION IF BIDDER/ RESPONDENT IS SUBMITTING AS PART OF A 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.

STATE BIDDER'S / RESPONDENT'S PERCENTAGE OF OWNERSHIP IN THE JOINT VENTURE: 100 %

SUBMIT A COPY OF THE JOINT VENTURE AGREEMENT. SUBMIT ANY OTHER DOCUMENTATION REQUESTED BY CITY TO SUBSTANTIATE THE EXISTANCE OF AND/OR PARTICIPATION IN THE JOINT VENTURE. NO PREFERENCE POINTS WILL BE ALLOCATED TO A JOINT VENTURE THAT FAILS TO SUBMIT REQUIRED DOCUMENTATION.

SOLICITATION NAME/NUMBER: 61000010244

PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S HEADQUARTERS:

Name of Business:	Grande Truck Center	
Physical Address:	4562 IH-10 East	
City, State, Zip Code:	San Antonio, TX 78219	
Phone Number:	210-666-7112	
Email Address:	rshoffstalle@grandetruck.com	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent:	<u>216</u>	
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Has the business been headquartered in the incorporated San Antonio city limits for one year or more? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
If the answers to the questions above are "Yes", stop here. If the answer to either of the above questions is "No", provide responses to the following questions:		

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S LOCAL OFFICE (IF APPLICABLE):

Name of Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent in the local office: _____		
Is the business located in the incorporated San Antonio city limits? (circle one)	Yes	No
Has the business been located in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one)	Yes	No

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Local 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 Local 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.

BIDDER'S / RESPONDENT'S FULL NAME:

Keith Shoffstall

(Print Name) Authorized Representative of Bidder / Respondent

Keith Shoffstall

(Signature) Authorized Representative of Bidder / Respondent

Sales

Title

5/21/2018

Date

**This Local Preference Identification Form must be submitted with the bidder's /
respondent's bid/proposal response.**

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

SOLICITATION NAME/NUMBER: 61000010244

Name of Respondent:	Grande Truck Center	
Physical Address:	4562 IH-10 East	
City, State, Zip Code:	San Antonio, TX 78219	
Phone Number:	210-666-2112	
Email Address:	rshoffsta1@grandetruck.com	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

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

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

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on 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.

BIDDER/RESPONDENT'S FULL NAME:

Keith Shoffstall
(Print Name) Authorized Representative of Bidder/Respondent

Keith Shoffstall
(Signature) Authorized Representative of Bidder/Respondent

Sales
Title

5/21/2018
Date

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