



**CITY OF SAN ANTONIO**  
**PURCHASING AND GENERAL SERVICES DEPARTMENT**

REQUEST FOR OFFER ("RFO") NO.: 6100010412

**AIRCRAFT RESCUE AND FIRE FIGHTING VEHICLE**

Date Issued: JUNE 8, 2018

**RESPONSES MUST BE RECEIVED NO LATER THAN:**  
**10:00 AM, CENTRAL TIME, JULY 6, 2018**

Responses may be submitted by any of the following means:

Electronic submission through the Portal  
Hard copy in person or by mail

Address for hard copy responses:

Physical Address:

Purchasing & General Services  
Riverview Tower  
111 Soledad, Suite 500  
San Antonio, Texas 78205

Mailing Address:

Purchasing & General Services  
P.O. Box 839966  
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"AIRCRAFT RESCUE AND FIRE FIGHTING VEHICLE"

Offer Due Date: 10:00 A.M., CENTRAL TIME, JULY 6, 2018

RFO No.: 6100010412

Offeror's Name and Address

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: None

DBE / ACDBE Requirements: None

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

**Pre-Submittal Conference \*** YES, a Pre-Submittal conference will be held on JUNE 27, 2018 at 3:00 P.M. at Aviation Facilities Maintenance Trailer Conference Room, 10223 John Saunders, San Antonio, TX 78216

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

Email: [ld.mcgarity@sanantonio.gov](mailto:ld.mcgarity@sanantonio.gov)

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

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### 003 - INSTRUCTIONS FOR OFFERORS

#### Submission of Offers.

Submission of Hard Copy Offers. Submit one original offer, signed in ink, and two copies of the offer enclosed in a sealed envelope addressed to the Purchasing and General Services Department at the address and by the due date provided on the Cover Page. The name and address of offeror, the offer due date and RFO number and title shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before 3 calendar days prior to the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

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

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

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

#### Pre-Submittal Conference.

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

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

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

#### Changes to RFO.

Changes to this RFO made prior to the offer due date shall be made directly to the original RFO. Changes are captured by creating a replacement version each time the RFO is changed. It is Offeror's responsibility to check for

new versions until the offer due date. City will assume that all offers received are based on the final version of the RFO as it exists on the day offers are due.

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

#### Preparation of Offers.

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

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

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

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

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

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

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

#### Estimated Quantities for Annual Contracts.

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

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

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

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

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

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

Rejection of Offers.

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

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

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

The offer is conditional; or

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

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

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

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

Evaluation and Award of Contract.

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

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

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

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

Prompt Payment Discount.

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

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

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

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.

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

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

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

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

[https://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm)

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

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

When completed, the CIQ Form and the CIQ-A Form should be submitted together, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to:

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

If delivering by hand, deliver to:

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

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

## Certificate of Interested Parties (Form 1295)

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

Form 1295 must be completed online. 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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

**Print your completed Form 1295 and sign it in front of a notary. Submit your signed and notarized 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.



## 004 - SPECIFICATIONS / SCOPE OF SERVICES

- 4.1 SCOPE:** The City of San Antonio is soliciting offers for an Oshkosh Striker 6x6 Aircraft Rescue and Fire Fighting Vehicle. Vehicle shall be equipped to seat up to 3 occupants. This vehicle will be used by the Aviation Fire Division. This Request For Offer (RFO) is issued pursuant to cooperative purchasing contract number FS12-17 through Houston-Galveston Area Council of Governments (HGAC) with Siddons-Martin Emergency Group, who will provide the Oshkosh Striker 6x6 Aircraft Rescue and Fire Fighting Vehicle.
- 4.2 GENERAL CONDITIONS:** The following general conditions will apply to all items within this bid unless specifically excluded within any item.
- 4.2.1** 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 are to be year model 2018 or newer.
- 4.2.2** All 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.
- 4.3 WARRANTY:** All items bid must include the maximum standard manufacturer's warranty available, including both parts and labor, for all components and attachments. All warranties must be for a minimum period of twelve months. The warranty shall begin on the date the vehicle is placed in service, not on the delivery date. All warranty work will be performed at no cost to the City of San Antonio, including cost of transportation to and from location where the work will be performed. **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. Included warranties are as follows:
- 4.3.1** ONE (1) YEAR MATERIAL AND WORKMANSHIP ON VEHICLE
- 4.3.2** ~~DELETE:~~
- 4.3.3** FIVE (5) YEAR ENGINE WARRANTY
- 4.3.4** FIVE (5) YEAR/UNLIMITED TRANSMISSION WARRANTY EXCLUDING TRANSMISSION COOLER - five (5) year/unlimited mileage warranty covering 100 percent parts and labor. The warranty will be provided by Allison Transmission.
- 4.3.5** TRANSMISSION COOLER - The transmission cooler will carry a five (5) year parts and labor warranty (exclusive to the transmission cooler). Collateral damage warranty will also be in effect for the first three (3) years of the warranty coverage and will not exceed \$10,000 per occurrence.
- 4.3.6** ~~FIVE (5) YEAR WATER PUMP WARRANTY - Warranty shall cover the water pump for a minimum of five (5) years.~~
- 4.3.7** LIFETIME WARRANTY ON WATER/FOAM TANKS.
- 4.4 DELIVERY:** All deliveries are to be made inside the City limits of San Antonio. Vendor must deliver 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. Vehicles will not be accepted after 3:00 P.M. CST. All vehicles are required to have a full tank(s) of fuel when delivered to City specified location.~~

- 4.5 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. The parts manual will include illustrations or exploded views (as needed) to identify properly all parts, assemblies, subassemblies, and special equipment. All components of assemblies shown in illustrations or exploded views will be identified by reference numbers that correspond to the reference number in the parts lists. All purchased parts will be cross referenced with the original equipment manufacturer's part name and number. The size, thread dimension, torque specifications, and special characteristics will be provided for all nonstandard nuts, bolts, screws, washers, grease fittings, and similar items. The parts manual will contain a list of all of the component vendor names, addresses, telephone, and website (when applicable) to obtain by in-house fleet maintenance staff.
- 4.6 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.
- 4.7 MINIMUM VEHICLE ACCESSORIES:** All units to be equipped at the factory with maximum capacity cooling system offered by manufacturer, fresh air heater and defroster units, minimum AM/FM OEM radio, power windows and manual tilt steering wheel. All units to be equipped with steering column mounted gear selector unless otherwise specified. Vehicle shall have a keyless ignition and non-locking doors. All accessories and equipment will be OEM. The manufacturer will rate all equipment provided as low emission on all models available. Vehicles to be equipped with OEM tinted glass.
- 4.8 INCOMPLETE VEHICLES:** All bodies and components in this bid will be installed in accordance with the appropriate Incomplete Vehicle Data Manual. Certification of compliance will be posted on the left door post of the vehicle. Except for manufacturer's data plates (maximum 4" x 6"), vendor or manufacturer's identifying markings (decals and plates) will not be applied to the vehicle or mounted components. Installation will be completed in compliance with Federal Motor Vehicle Department of Transportation Standards and Texas State Highway requirements. Installation of body and accessories on City furnished vehicles will be accomplished by drilling holes in the frame. Welding on or cutting of frame is not authorized forward of the rear spring hanger or support. Bidders will be responsible for the relocation of any truck components to facilitate installation of the body and equipment. Such relocation must be included as part of the basic bid.
- 4.9 BUILD SHEET INSTRUCTIONS:** Upon contract award, vendor shall provide written acknowledgement of order placement. A copy of the finalized build sheet with a San Antonio Representative signature confirming equipment build out shall be provided to the City prior to equipment delivery. The delivery date for the completed unit shall be communicated when the build sheet is finalized. Build out sheets shall include the following shall be provided at time of delivery in paper and in Adobe PDF format:
- 4.9.1 Electrical wiring schematics that include lighting and air conditioning systems for body;
  - 4.9.2 Firefighting system schematics;
  - 4.9.3 Hydraulic schematic;
  - 4.9.4 Pneumatic schematic;
  - 4.9.5 Fuel schematic;
  - 4.9.6 Schedules for required preventive maintenance and required periodic maintenance; and
  - 4.9.7 Lubrication locations, procedures, and intervals for parts of the vehicle and equipment that require lubrication.
- 4.10 VEHICLE INSPECTION:** The vendor shall have each vehicle (except cab and chassis units delivered without bodies) properly inspected in compliance with Texas motor vehicle laws.
- 4.11 CHECK-IN INSPECTION:** The City shall check the vehicle upon delivery to ensure compliance with this specification and any other specific requirements. The vendor shall deliver with the vehicle a manufacturer's invoice, and MSO or any official documentation to verify the fact that ordered options, GVWR rating, and other requirements have been met. Failure to provide required documentation as listed may cause the delay of

payment. Payment will be made within 30 days after vehicle's acceptance or receipt of correct invoice, whichever is later. Acceptance will not be made, nor payment initiated on vehicles failing to meet specifications (unless they are brought into full compliance), and all necessary documents (i.e. MSO, odometer statement, etc.) are received by the City.

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

- 4.12 NON COMPLIANT VEHICLES:** Vendor shall remove noncompliant 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 noncompliant vehicles which remain on City premises, or which are removed by towing company, 5 working days after vendor notification.
- 4.13 No dealership nameplates, markings or decals will be permitted on the vehicles.**
- 4.14 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.
- 4.15 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.
- 4.16 TRAINING:** At the time of delivery Vendor will also provide up to three (3) days of professionally led instruction. This instruction will cover the key safety considerations for personnel to follow when they are driving, operating, and maintaining the Vehicle, including the following: vehicle pre-trip inspection, chassis operation, aerial operation, and safety during maintenance. Vendor shall also provide professionally led instruction that shall cover key maintenance instructions for routine maintenance requirements, critical maintenance components, common parts to have on hand, and any other fleet items that should be known by in-house automotive staff.
- 4.17 PERFORMANCE TESTS:** A road test will be conducted with the Vehicle fully loaded and a continuous run of no less than ten (10) miles. During that time the Vehicle will show no loss of power nor will it overheat. The transmission drive shaft or shafts and the axles will run quietly and be free of abnormal vibration or noise. The Vehicle will meet NFPA 414 acceleration requirements and NFPA 414 braking requirements. The Vehicle when fully loaded will 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.
- 4.18 NFPA 2017 STANDARDS:** Vehicle proposed by the bidder will meet the applicable requirements of the National Fire Protection Association (NFPA) as stated in current edition at time of contract execution. Any customized specifications that differ from NFPA specifications will be indicated in the proposal as "non-NFPA".
- 4.18.1 All vehicles this unit will comply with the NFPA standards effective January 1, 2016, except for fire department directed exceptions. These exceptions will be set forth in the statement of exceptions.
- 4.18.2 **DELETED:**
- 4.18.3 **The Manufacturer certification will include:** all design, production, operational, and performance testing of not only the Vehicle, but those components that are installed on the Vehicle.

- 4.19 MARKINGS:** All horizontal surfaces designated as a standing or walking surface that are greater than 48.00" above the ground must be defined by a 1.00" wide line along its outside perimeter. Perimeter markings and designated access paths to destination points will be identified on the customer approval print and are shown as approximate.
- 4.19.1 Actual location(s) will be determined based on materials used and actual conditions at final build. Access paths may pass through hose storage areas and opening or removal of covers or restraints may be required. Access paths may require the operation of devices and equipment such as the aerial device or ladder rack.
- 4.19.2 A plate that is highly visible to the driver while seated will be provided. This plate will show the overall height, length, and gross vehicle weight rating. A placard will be affixed in the driver's side area stating the third party agency, the date, the standard and the certificate number of the whole vehicle audit.
- 4.20 BREATHING AIR TEST:** if the unit has breathing air, Vendor manufacturing will draw an air sample from the air system and certify that the air quality meets the requirements of NFPA 1989, standard on breathing air quality for fire and emergency services respiratory protection.
- 4.21 INSPECTION TRIP(S):** the bidder will provide two (2) factory inspection trip(s) for preconstruction and final inspection for two customer representative(s) before shipment to Texas dealer location. 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. Dealer shall also coordinate a final pre-delivery inspection at the dealer's location to inspect any additions that might have been added after received from the manufacturer. This final pre-delivery shall be required for final acceptance by the City of San Antonio
- 4.22 PRODUCT CHANGES AND IMPROVEMENTS:** our components and processes, as described in this proposal document, are as accurate as known at the time of bid submission, but are subject to change for the purpose of product or process improvements, or changes in industry standards providing the change does not affect the meaning or definition of the bid specifications.
- 4.23 AFTERMARKET SUPPORT WEBSITE:** Vendor authorized dealer must offer access to comprehensive information pertaining to the maintenance and service for offered vehicle. This tool will provide the authorized dealer the ability to service and support the City of San Antonio to the best of their ability with factory support at their fingertips. The same support website must also be accessible to the end user through the guest login. Limited access is available and vehicle specific parts information accessible by entering a specific VIN number. All end users should see their local authorized Vendor dealer for additional support and service.
- 4.24 APPROVAL DRAWING:** A drawing of the proposed Vehicle will be prepared and provided to the purchaser for approval before construction begins. The Vendor sales representative will also be provided with a copy of the same drawing. The finalized and approved drawing will become part of the contract documents. This drawing will indicate the chassis make and model, location of the lights, siren, horns, compartments, major components, etc. A "revised" approval drawing of the Vehicle will be prepared and submitted by Vendor will be prepared with any changes made to the approval drawing.
- 4.25 ELECTRICAL WIRING DIAGRAMS:** One (1) USB drive copy and one (1) paper copy of the electrical wiring diagrams, prepared for the model of chassis and body, will be provided.

4.26	ITEM	Quantity	Description
	1	1	Aircraft Rescue and Fire Fighting Vehicle

**AUTOMOTIVE CHARACTERISTICS:**

- 4.26.1 CHASSIS - Chassis provided will be a new. The vendor will be responsible as a single source for all warranty work to be performed eliminating any split responsibility with other vendors. 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.
- 4.26.2 WHEELBASE – Minimum 267" (1<sup>st</sup> to 3<sup>rd</sup> axle)
- 4.26.3 GVW RATING – Minimum 93,000 lbs.
- 4.26.4 FRAME - The chassis frame be built with a minimum of two (2) steel channels bolted to cross members for stability. Side rails shall have a minimum a resisting bending moment (RBM) of 1,800,000 in.-lb. over the critical regions of the frame assembly.
- 4.26.5 FRAME REINFORCEMENT – the vehicle frame is required to be reinforced a minimum RBM of 800,000 in. lb.
- 4.26.6 ENGINE – The vehicle shall be equipped a single engine and shall be a Scania DC16, 16.4 liter displacement, turbo charged, 4-stroke diesel type with 90-degree V8 cylinder configuration. The engine shall be US EPA Tier 4 final emissions compliant and rated at 670 BHP (492 kW) with a peak torque of 1950 lb.-ft. (2644 N-m). The engine shall be equipped with an electronic fuel management system. The US EPA Tier 4 final engine shall be equipped with selective catalyst reduction and exhaust gas recirculation, but shall not have diesel particulate filtration to meet emission standards. An engine high idle control shall be provided to maintain the engine idle at approximately 1450 rpm when activated. The control for this system shall be safety interlocked to activate only after the transmission has been placed in the neutral position and the parking brake has been set.
- 4.26.7 TRANSMISSION – The vehicle shall be an automatic 7-speed transmission; Allison 4800 EVS or equivalent.
- 4.26.8 FUEL SYSTEM – This system shall be designed to run on Ultra Low Sulfur Diesel with a tank size that is a minimum of 90 gallons. Tank shall be equipped with a with bottom drain plug and filler pipe located no higher than 60 inches (152 cm) from ground level. A fuel water separator with auxiliary fuel pump for the engine shall be provided. The auxiliary pump will be manually operated to re-prime the fuel system after replacement of fuel filter(s). Capacity label in gallons shall be installed at fuel tank.
- 4.26.9 BRAKES – Vehicle shall be equipped with drum brakes and an anti-lock braking system per manufacturer design. All components of the braking system will be installed in such a manner as to provide adequate road clearance when traveling on uneven terrain.
- 4.26.10 AXLES – The first axle at front shall be rated at 31,000 lbs. The second and third axles at the rear shall each be rated at 31,000 lbs. The rear axles shall be a double reduction with bevel gear differential, with a driver operated differential lock. Vehicle shall be equipped with front steering. Design shall include a transfer case for the front and rear axles.
- 4.26.11 SUSPENSION – Vehicle shall have all-terrain mobility with an all-wheel independent system (TAK-4 or equivalent). The suspension shall have dual control arms and a single coil spring per manufacturer design. Upper and lower control arms shall be used on each side of each axle. Each axle shall be equipped with an anti-roll bar. Steering and non-steering axles shall have a tie rod that



is adjustable for alignment of the wheel to the center of the chassis. Each wheel shall have at least one coil spring and heavy-duty dual acting shock absorber.

- 4.26.12 **TIRES** – All terrain 24R21 radial tires shall be provided. A spare tire and wheel assembly will be provided, however they are not required to be mounted on the vehicle.
- 4.26.13 **UNDERCARRIAGE** – No component of the vehicle subsystems should extend below the bottom of the wheel rims, to ensure, in case of flat tire, that the weight of the vehicle would impose minimum damage to the undercarriage.
- 4.26.14 **EXHAUST SYSTEM** – The exhaust system shall be constructed of high grade rust resistant materials and protected from damage resulting from travel over rough terrain. The muffler will be constructed of aluminum steel or stainless steel. The exhaust system outlet shall be directed upward, or to the rear, away from personnel accessing equipment compartments and the engine air intake, and will not be directed toward the ground.

#### **CAB AND ACCESSORIES:**

- 4.26.15 **CAB** – The design of the cab shall have a panoramic forward view. A wrap-around cockpit style instrument panel shall be provided. Seating shall be designed to fit up to 3 occupants. The cab shall be made of aluminum that is corrosion resistant. At least one interior grab handle for each crew member shall be provided for use while the vehicle is in motion. A tilt telescoping steering column is required.
- 4.26.16 **HIGH VOLUME AIR CONDITIONING** - Vehicle shall be equipped with upgraded air conditioning systems that put out higher BTUs and volume of air than standard offering.
- 4.26.17 **AIR INLET** – Vehicle shall be designed to allow air circulate through the cab through an air inlet on the side of the vehicle that allows external air into the cab.
- 4.26.18 **CAB INTERIOR SOUND LEVEL** – The maximum cab interior sound level will be in accordance with NFPA 414.
- 4.26.19 **WINDSHIELD and WINDOWS** – All glass shall come equipped with OEM tint and be safety rated glass. Vehicle shall come equipped with power windows.
- 4.26.20 **WINDSHIELD DELUGE SYSTEM** - The vehicle will be equipped with a powered windshield deluge system. The deluge system will be supplied from the agent water tank and will have an independent pumping system. The deluge system activation switch will be located within reach of the seated driver and turret operator.
- 4.26.21 **INSTRUMENTS AND CONTROLS** - All gauges and controls shall be back lit and designed to prevent glare. Gauges will be provided for oil pressure, coolant temperature, automatic transmission temperature and other controls required by NFPA 414. Master warning light controls, work light switches, and compartment “Door Open” warning lights shall be conveniently located for the driver.
- 4.26.22 **ADDITIONAL CONTROLS** – The following cab mounted controls shall be provided as applicable for efficient and safe vehicle operation. The location of said controls shall be determined at the pre-construction meeting:
- a. Accelerator Pedal
  - b. Agent Flow Control
  - c. Air Conditioning Controls with Defrost,
  - d. Brake Pedal
  - e. Differential Lock Control
  - f. Dome Light Switch that can be either manual or door activated.
  - g. Engine Shutdown Switch

- h. Emergency Light Switches
- i. Headlight Switches with Dimmer Control
- j. Horn Control
- k. Bumper Turret Controls
- l. Ignition Switch
- m. Mater Electrical Disconnect Switch
- n. Panel Lights Switch with Dimmer Controls
- o. Siren Switch with Microphone
- p. Steering Wheel with Self-Cancelling Direction Signal
- q. Tank Control Valves (Foam/Water)
- r. Top Deck Light Switches
- s. Transmission Range Selector
- t. Windshield Deluge System Control
- u. Windshield Wiper Controls

- 4.26.23 **SEATING** – The driver seat shall be adjustable fore and aft and height. The turret operator's seat, located to the right front of the driver's seat, will be a fixed (non-suspension) type. Each seat will be provided with a 3-point retractable restraint. Seat belt lengths must be sufficient length to accommodate crew members in full personal protective firefighting gear.
- 4.26.24 **SEAT SIGNAGE** – Signs must be posted that state "Occupants must be seated and wearing seat belt when apparatus is in motion" in the locations that are visible from each seated position, in accordance with NFPA 414.
- 4.26.25 **FORWARD LOOKING CAMERA** – A FLIR brand camera shall be mounted to the Roof Turret with and an in-cab minimum of 10" monitor that is visible to driver and securely mounted.
- 4.26.26 **REARWARD LOOKING CAMERA** – Vehicle shall be provided with a rearward looking camera for safety. Camera image shall be visible on a mounted monitor; exact location to be decided at pre-construction meeting.

#### **BODY COMPONENTS:**

- 4.26.27 **TOWING CONNECTIONS** – The vehicle will be equipped with towing connections in accordance with NFPA 414. The vehicle will be designed for flat towing; the capability to lift and tow the vehicle is not required. The tow connections may intrude into the 30 degree angle approach.
- 4.26.28 **BODY** – The vehicle shall be made of corrosion- resistant material.
- 4.26.29 **BODY COLOR** – The exterior of the vehicle shall be painted Yellowish Green per the US. Department of Transportation and Federal Aviation Administration Advisory Circular AC 150/5210-5D.
- 4.26.30 **BODY COMPARTMENT** – The vehicle body will have LED to light all compartment areas. Each compartment shall have a minimum of 10 cubic feet of enclosed space. Storage compartments shall be made of aluminum that is counter balanced, non-locking, roll-up type or hinged doors as determined by the manufacturer. Each compartment shall have a drip rail over each compartment door. Each compartment floor shall have a removable drainage mat designed to allow for the drainage of any water from the stowed equipment.
- 4.26.31 **SCUFF PLATES** – Each compartment threshold shall have replaceable scuff plates to prevent body damage from sliding equipment in and out of compartments. The scuff plates will be securely attached to the compartment threshold but will be easily replaceable.
- 4.26.32 **COMPARTMENT SHELVES** – Two shelves shall be provided in the lower front right side compartment; exact placement shall be confirmed at the pre-construction meeting. The lower right rear side compartment shall have an adjustable roll out compartment; exact placement shall be confirmed at the pre-construction meeting. Each compartment shall have an adjustable and

removable compartment shelf for every 18 inches of vertical storage compartment door opening. Shelving adjustments will require no more than common hand tools and will not require disassembly of fasteners. Shelves will support a minimum of 200 pounds without permanent deformation. Each shelf will be accessible to crew members standing on the ground or using a pull out and tip-down configuration. Each shelf will have drain holes located so as to allow for drainage of any water from the stowed equipment.

- 4.26.33 **SCBA STORAGE TUBES** – A single compartment shall be provided for the storage of 4 SCBA bottles to be provided by the San Antonio Aviation Department. If tubes are provided, two will be installed on each side of the vehicles. The tubes will be of sufficient size to accommodate the standard SCBA in use by the San Antonio Aviation Department. The cab shall also have spare SCBA storage. The location of all SCBA storage shall be approved at the pre-construction meeting.
- 4.26.34 **HANDRAILS AND STEPS** – Corrosion resistant aluminum, stainless steel, or glass reinforced polyester constructed steps and handrails shall be provided on the vehicle exterior at each cab entrance. The lowermost step(s) will be no more than 22 inches above level ground when the vehicle is fully loaded.

4.26.35 **DELETED:**

#### **FIRE SUPPRESSION SYSTEM:**

- 4.26.36 **WATER TANK** – The firefighting system shall have a 3,000 gallon minimum capacity design. The water tank shall be corrosion resistant and where possible, constructed of UV resistant polypropylene. A tank level indicator shall be provided in the cab.
- 4.26.37 **WATER TANK OVERHEAD FILL COVER AND DRAIN** - The water tank will be equipped with a 20" fill tower that will allow for video inspection of the water tank interior as needed during the tank's useful life. The water tank will incorporate a design system in accordance with NFPA 414.
- 4.26.38 **WATER TANK OVERFLOW FILLING OPENING SYSTEM and VENTING** – The water tank shall have a venting system to relieve pressure on the tank during fill and discharge operations at a maximum flow rates. It will have an overflow system to relieve excess fluid in the event of tank overflow. Drainage from the vent and overflow system will not flow over body panels or other vehicle components and will not be in the track of any of the tires. Tank vent hoses will be of the non-collapsible type.
- 4.26.39 **WATER TANK FILLING OPENING** - A 2.50 inch NSFHT female swivel fill connection equipped with a .25 inch strainer and a cap with a chain shall be mounted on left side of the vehicle. The connection shall be equipped with a bleeder valve to bleed off air or water in the hose connected to it. The connection shall be angled downward at 30 degrees and be furnished with chrome connections with rocker lugs including the plug/chain assembly. A 5 inch NSFHT male fill connection equipped with a .25 inch strainer and a cap shall be provided on left side of the vehicle. The connection shall be equipped with a bleeder valve to bleed off air or water in the hose connected to it. The connection shall be angled downward at 30 degrees.
- 4.26.40 **WATER TANK FILL CONNECTIONS** - The water tank will incorporate National Hose thread connections and will be in accordance with NFPA 414. If the vehicle is fitted with the "structural firefighting capability option," the additional requirements listed in paragraph 3.6.8 must be incorporated. Tank intake shall be located on the left side with a 5 inch Storz adaptor.
- 4.26.41 **FOAM TANK** – The firefighting system shall also have a foam reservoir that is a 420 gallon minimum capacity design. The foam tank shall be corrosion resistant and where possible, constructed of UV resistant polypropylene. The foam fill shall be equipped with a 1.50 NSFHT swivel female connection that shall be provided on the left side of the vehicle.



- 4.26.42 **FOAM TANK DRAIN** - The foam tank will incorporate a drain that shall be on the left side of the vehicle and controlled by a crew member standing on the ground. The foam tank drain outlet will be located so that the contents of the tank can be drained into 5-gallon cans and 55-gallon drums. The foam tank drain assembly may include a chrome plug with rocker lugs and chain. The foam tank level indicator shall be provided in the cab.
- 4.26.43 **FOAM TANK PROPORTIONER** – The tank shall be equipped with a proportioner that is set for 3% Aqueous Film Forming Foam.
- 4.26.44 **WATER PUMP** – The firefighting system shall be equipped with a power divider driven Waterous® CRQB that is a single stage centrifugal pump. Water pump shall meet all requirements of ICAO, NFPA 414 as well as FAA Advisory Circular 150/5220/10E. The pump shall have a rated capacity of at least 2000 U.S. gallons per minute at an operating pressure of 250 PSI with suction vacuum at the manifold inlet of 9 IN-Hg. The pump shall have an integrated chain drive ratio box with a ratio of 1:1.06. The pump gearbox shall be driven by a driveline from the truck power divider. The pump and pump transmission shall have the ability to run continuously without overheat issues in ambient temperatures up to 110 degrees Fahrenheit. The pump body shall be vertically split on a single plane for easy removal of the entire impeller assembly including the bronze wear rings. The pump shall be constructed of the following materials;
- a. Impeller: silicon brass UNS C87500
  - b. Pump body: bronze
  - c. Transmission: aluminum alloy
  - d. Transmission seals: nitrile lip seals
  - e. Transmission input shaft: stainless steel
- 4.26.45 The pump body and gearbox shall be painted in a durable red primer. The entire pump shall be bench tested at the original manufacturer to include 400 PSI pressure test and capacity test. A test certificate shall be provided with the vehicle. A means shall be provided to automatically prevent the agent pump from overheating while engaged and operating at zero discharge through the installation of an automatic churn valve or thermal dump line.
- 4.26.46 **TANK TO PUMP CONNECTION** – A check valve and shutoff valve will be provided in each tank to the pump line.
- 4.26.47 **PIPING, COUPLING and VALVES** – The firefighting system provided shall conform to NFPA 414 criteria.
- 4.26.48 **HANDLINES** – The firefighting system shall be equipped with two pre-connected handlines constructed of soft jacket hose material designed to discharge foam/water that is a minimum of 200 feet with 1.75 inch diameter. Each handline shall have a pistol grip nozzle that shall be stored in the slide out tray. Flow of the handline shall be a minimum of 125 GPM controlled at the compartment and at the cab dash with a safety interlock system that will only allow charging after all of the hose has been deployed. The cab dash shall have an indicator light to advise when hose is fully deployed from each compartment. Automatic throttle activation for the pumping RPM shall be accomplished when the handline discharge nozzle is opened. An override throttle control shall be provided for the handline for the initial charging of the pre-connected hose.
- 4.26.49 **FIXED HOSE REELS** – The firefighting system shall be equipped a fixed hose reel that shall be located per manufacturer's design unless determined otherwise at the pre-construction meeting.
- 4.26.50 **DRY CHEMICAL AGENT SYSTEM** - The vehicle will be equipped with a 550 lb. minimum capacity potassium bicarbonate dry chemical auxiliary agent system. The propellant gas cylinder will be replaceable within fifteen minutes by two crew members standing on the ground and be equipped with a cylinder replacement hoisting system. The propellant gas cylinder will be secured to withstand off-road operations. A pressure indicator will be visible to any person opening the tank fill cap. Blow-down piping will be directed beneath the vehicle. The fixed dual agent hose reel holding

100 feet of 1 inch twin hose and a Hydro-Chem type nozzle in a lower compartment. This shall include agent vessel and propellant system with system indicators in the cab. The dry chemical agent tank will include lifting rings and will have a nameplate indicating, as a minimum, the following:

- a. Extinguishing agent.
- b. Capacity.
- c. Weight full.
- d. Weight empty.
- e. Operating pressure.
- f. Hydrostatic test date.
- g. Type of agent required for re-servicing.

- 4.26.51 **ROOF TURRET** - The primary turret shall be an electro pneumatic remote controlled type with electric joystick control. It shall be of a single barrel configuration and designed to discharge foam or water at a dual rate of 600/1200 GPM. The roof turret shall be the non-aspirating type. The turret shall also be provided with the necessary controls will be provided to permit the selection of the foam solution or water from inside the cab. The turret shall be aimed by a single, remote mounted electric joystick control. Roof turret discharge valve will be pneumatically assisted. Controls shall be located to allow vehicle and turret operation by a single operator. The turret shall have a discharge pattern, which is infinitely variable from a flat pattern to a solid stream of foam. A forward looking FLIR brand camera shall be mounted on the Roof Turret; exact placement shall be determined at the pre-bid meeting.
- 4.26.52 **DUAL AGENT DISPENSING TURRET** - Both foam and water shall be discharged from the roof turret.
- 4.26.53 **BUMPER TURRET** - An automatic oscillating water, foam bumper turret with a discharge rate of 625/1250 GPM and 16 PPS of dry chemical shall be provided. The joystick control shall be located in the cab within easy reach of the driver and a second crew member. The range of the horizontal sweep when operating in the automatic oscillation mode shall be adjustable by the operator. Bumper Turret shall be equipped with a low attack feature. Bumper Turret shall include dry chemical discharge as an upgrade from the standard base offering.
- 4.26.54 **UNDER TRUCK NOZZLE** - The vehicle will be equipped with under truck nozzles as specified in NFPA 414-4.20.3.
- 4.26.55 **LADDERS** - Vehicle shall have fixed roof mounting to securely store a Duo Safety 900A-24 and Little Giant Ladders.

#### **ELECTRICAL SYSTEM:**

- 4.26.56 **POWER SUPPLIES** - A 24 VDC electrical and starting system shall be supplied. Vehicle shall be equipped with a high capacity alternator. The minimum continuous electrical load will include operation of the air conditioning system. A dash mounted warning systems shall be provided to indicate alternator failure.
- 4.26.57 **BATTERIES** - Batteries will be of the maintenance-free type; addition of water will not be required during normal service life. The battery cover and vent system will be designed to prevent electrolyte loss during service and to keep the top of the battery free from electrolyte.
- 4.26.58 **BATTERY COMPARTMENT** - The batteries will be enclosed in a weatherproof enclosure, cover, or compartment and be readily accessible.
- 4.26.59 **BATTERY CHARGER OR CONDITIONER** - The vehicle will have a DC taper type battery charger or an automatic battery conditioner, or voltage monitoring system, providing a minimum 12 amp output. The charger/conditioner will be permanently mounted on the vehicle in a properly ventilated, accessible location. The charger/conditioner will be powered from the electrical shoreline

receptacle (see 3.10.1). A charging indicator will be installed next to the receptacle. When a battery conditioner is provided, the conditioner will monitor the battery state of charge and, as necessary, automatically charge or maintain the batteries without gassing, depleting fluid level, overheating, or overcharging. A slave receptacle will be provided at the rear or on either side of the vehicle cab. Battery jump studs may be installed on the exterior of the battery box in lieu of a slave receptacle.

- 4.26.60 **ELECTROMAGNETIC INTERFERENCE** - The vehicle electrical system will be in accordance with SAE J551-2 for electromagnetic interference.

#### **WORK & EMERGENCY LIGHTING:**

- 4.26.61 **CAB INTERIOR LIGHTS** - Cab interior light levels will be sufficient for reading maps or manuals. At least one red and one white cab interior dome light will be provided.
- 4.26.62 **COMPARTMENT LIGHTS** - White lighting sufficient to provide an average minimum illumination of 1.0 foot-candle will be provided in each compartment greater than 4.0 cubic feet and having an opening greater than 144 square inches. Where a shelf is provided, this illumination will be provided both above and below the shelf. All compartments will be provided with weatherproof lights that are switched to automatically illuminate when compartment doors are opened and the vehicle master switch is in the 'on' position. Light switches will be of the magnetic (non-mechanical) type. An indicator light shall be mounted in the cab to make the vehicle's operator aware that a compartment door is open.
- 4.26.63 **ENGINE COMPARTMENT LIGHT** - Illumination shall be provided in the engine compartment, this lighting shall come on automatically when the compartment door is opened and the vehicle's master electrical switch is in the "on" position. An indicator light shall be mounted in the cab to make the vehicle's operator aware that a compartment door is open.
- 4.26.64 **LADDER, STEP, WALKWAY, AND AREA LIGHTS** - Non-glare white or amber lighting will be provided at ladders and access steps where personnel work or climb during night operations. In addition, ground lighting will be provided. Ground lights will be activated when the parking brake is set in accordance with AC 150/5220-10, Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles. These area lights will be controlled with three-way switches on the cab instrument panel and near the light sources. The switch located in the cab will be a master switch and must be turned on before auxiliary switches near the light sources are operational.
- 4.26.65 **SCENE LIGHTS** - A total of six high mounted floodlights will be provided to illuminate the work areas around the vehicle. Two lights will be mounted on the front and two will be mounted on each side of the vehicle. The lights will be powered by the vehicle alternator driven system and the lights in the front will be controlled from switches in the cab, LED lights will be used.
- 4.26.66 **EMERGENCY WARNING LIGHTS** - All emergency warning lights must meet the requirements of AC 150/5210-5. Where applicable, LED lights will be used as the primary light type. Lighting units will be installed on the top front, sides, and rear of the vehicle to provide 360° visibility. A switch will be provided on the instrument panel to control all of the top, side, front and rear emergency warning lights. A switch will also be provided on the instrument panel to disable all lower emergency warning lights when desired. All lighting systems will meet NFPA 414 emergency lighting criteria. Lighting shall include the following at minimum:
- Two red beacon lights or equal are required on the cab each side.
  - Two red beacon lights or equal are required on the rear housing each side.
  - Two red rectangular warning lights shall be provided at the front of the unit.
  - Three red rectangular warning lights shall be provided on each side.
  - Two red rectangular warning lights shall be provided on the rear of the unit.
  - Two amber lights shall be installed on the top of the vehicle's center body section, one on each side.

- 4.26.67 **SPOT/FLOODLIGHTS** – One high intensity LED spotlight will be provided on each turret. The lights will illuminate the area covered by the turret. Both lights will be controlled from switches in the cab. LED lights will be used.
- 4.26.68 **TELESCOPING FLOOD LIGHTS** – Two telescoping floodlights provided shall be a minimum of 250W LED lighting. Telescoping lights shall be mounted on extension tubes and controlled from switches in the cab and manually raised. To prevent these lights from accidental damage, the cab shall be equipped with a visual warning signal to alert the driver if the lights are inadvertently left in the "up" position.
- 4.26.69 **HEADLIGHT FLASHING SYSTEM** - A high beam, alternating/flashing, headlight system will be provided. The headlight will be separately switched from the warning light panel.

**AUDIBLE COMMUNICATION:**

- 4.26.70 **SIREN** - The vehicle will be equipped with an electronic siren system. The amplifier unit will include volume control and selection of "Radio," "PA," "Manual," "YELP," "Wail," and "Hi-Lo" (European) modes, and a magnetic noise canceling microphone. The amplifier, microphone, and controls will be within reach of the driver and the turret operator. Siren activating foot switches will be located in front of the driver and the turret operator. The siren speaker will be rated at 100 watts minimum and will be located in a guarded position as low and as far forward on the vehicle practical.
- 4.26.71 **HORN** - Dual forward facing air horns will be installed in protected locations near the front of the vehicle. Air horn activating foot switches will be located in front of the driver and the turret operator.
- 4.26.72 **RADIO CIRCUIT** - The vehicle will have three separate 30 amp circuits with breakers and connections provided in a space adjacent to the driver and turret operator for installation of radios and other communications equipment after the vehicle has been delivered. To facilitate the installation of the communications equipment the manufacturer will provide three antennas pre-installed on top of the cab. **Radios and related installation are an airport responsibility and not part of this specification.**

**REGULATORY REQUIREMENTS:**

- 4.26.73 **RECOVERABLE MATERIALS** - The contractor is encouraged to use recovered materials to the maximum extent practicable, in accordance with Title 48: Federal Acquisition Regulations System, Part 2823-Environment, Conservation, Occupational Safety, and Drug-free Workplace, Subpart 2823.4 Use of Recovered Material, 403 Policy and 404 Procedures.
- 4.26.74 **GREEN PROCUREMENT PROGRAM** - Green Procurement Program (GPP) is a mandatory federal acquisition program that focuses on the purchase and use of environmentally preferable products and services. GPP requirements apply to all acquisitions using appropriated funds, including services and new requirements. FAR 23.404(b) applies and states the GPP requires 100% of EPA designated product purchase that are included in the Comprehensive Procurement Guidelines list that contains recovered materials, unless the item cannot be acquired:
- a. competitively within a reasonable timeframe;
  - b. meet appropriate performance standards, or at a reasonable price.
  - c. Information on the GPP can be found at <http://farsite.hill.af.mil/reghtml/reqs/far2afmcfars/fardfars/far/23.htm>
- 4.26.75 The **VENDOR** is responsible for ensuring that all subcontractors comply with these requirements.

## **005 - SUPPLEMENTAL TERMS & CONDITIONS**

### **Original Contract Term.**

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

### **Liquidated Damages for Delay:**

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

### **Cooperative Contract Provisions.**

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

**Contract Documents.** The terms and conditions for performance and payment of compensation for this contract are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes:

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

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

Exhibit I – All applicable terms and conditions of the Cooperative Purchasing Contract number FS12-17 through HOUSTON-GALVESTON AERA COUNCIL (HGAC).

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

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

### **Warranty.**

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

### **Rejection of Disclaimers of Warranties & Limitations Of Liability.**

**ANY TERM OR CONDITION IN EXHIBIT I, OR IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR**

**ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.**

**Insurance:**

Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department - Purchasing Division, which shall be clearly labeled "Aircraft Rescue and Fire Fighting Vehicle" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. 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 - Purchasing Division. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

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

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

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. 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

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-Purchasing Division  
P.O. Box 839966  
San Antonio, Texas 78283-3966

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

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

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

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

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

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

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

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

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

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

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

#### Incorporation of Attachments:

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

Attachment A – Price Schedule

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



## 006 - GENERAL TERMS & CONDITIONS

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

### **Delivery of Goods/Services.**

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

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

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

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

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

### **Invoicing and Payment.**

**Address for Invoices.** All original invoices must be sent to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

#### **Information Required On Invoice.**

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

#### **Payment by City.**

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



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

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

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

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

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

#### **Termination.**

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

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

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

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

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

#### **INDEMNIFICATION.**

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph

shall not apply to any liability resulting from the negligence of CITY, 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 CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

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

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

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

#### **Records Retention.**

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

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

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

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

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

**Prohibition on Contracts with Companies Boycotting Israel**

Texas Government Code §2270.002 provide 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 ORGANIZATIONS 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. City hereby relies on Vendor's certification. If found to be false, or if Vendor is identified on said list during the course of its contract with City, City may terminate the Contract for material breach.

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

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

**Entire Agreement.** This contract, including City's final electronically posted online version, together with its authorizing ordinance, and its price schedule(s), attachments, purchase orders, and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Amendment provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.**

**007 - SIGNATURE PAGE**

By submitting an offer, whether electronically or by paper, Offeror represents that:

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

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

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

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

If submitting your offer by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your offer.

**Offeror Information:**

**Please Print or Type:**

Vendor ID No.: V10013064

Signer's Name: Travis Walden

Name of Business: Siddons-Martin Emergency Group

Street Address: 1362 E. Richey Rd

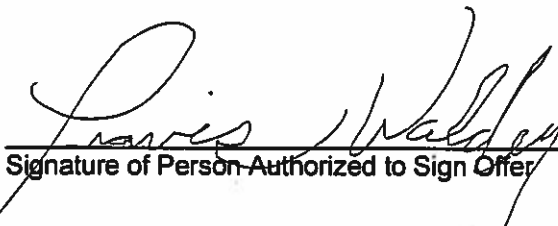
City, State, Zip Code: Houston, TX 77073

Email Address: travis.walden@siddons-martin.com

Telephone No.: 512-848-5847

Fax No.: 281-442-0850

City's Solicitation No.: 6100010412

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

## 008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

009 - ATTACHMENTS

Attachment A

PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1	1	AIRCRAFT RESCUE AND FIRE FIGHTING VEHICLE

PRICE EACH: \$ 838,676.00

TOTAL: \$ 840,676.00 including HGAC Fee

YEAR, MAKE & MODEL OFFERED:

2019 Oshkosh Striker

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

Scania DC 16 670 HP

TRANSMISSION OFFERED:

Allison EVS 4800

WARRANTY SERVICE PROVIDER FACILITY NAME:

Global ARFF - Siddons-Martin Emergency Group

WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

1419 High Meadows St.

Cedar Hill, TX 75104

DELIVERY WILL BE MADE WITHIN 360 CALENDER DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: N/A

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

BID PRICES SHALL REMAIN FIRM FOR ALL ORDERS PLACED PRIOR TO THIS CUT OFF DATE. IN THE EVENT THAT CITY DOES NOT AWARD A CONTRACT PRIOR TO PRODUCTION CUT OFF DATE, CAN BIDDER PROVIDE BID ITEMS, AT THE BID PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF DATE? N/A

ITEM	QUANTITY	DESCRIPTION
2	Each	HGAC/COOPERATIVE FEE

COOPERATIVE FEE EACH: \$ 2000.00

TOTAL COOPERATIVE FEE: \$ 2000.00

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



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

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**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: 6100010412 ARFF Vehicle

Name of Respondent:	Siddons Martin Emergency Group LLC	
Physical Address:	1362 East Richey Road	
City, State, Zip Code:	Houston, TX 77073	
Phone Number:	281-606-4933	
Email Address:	travis.walden@siddons-martin.com	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	XX 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	XX 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	XX No
Name of SUBCONTRACTOR Veteran-Owned Small Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is SUBCONTRACTOR certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is SUBCONTRACTOR certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified SUBCONTRACTOR as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount		

