LC 12/10/20 Item No. 8

## ORDINANCE 2020-12-10-0881

APPROVING A CONTRACT WITH SIDDONS-MARTIN EMERGENCY GROUP TO PROVIDE THE SAN ANTONIO FIRE DEPARTMENT WITH ONE, ADD ON HOSE TENDER VEHICLE FOR A TOTAL COST OF \$355,121.00. FUNDING IS AVAILABLE FROM THE ADOPTED CAPITAL BUDGET.

\* \* \* \* \*

WHEREAS, a bid was submitted to provide the San Antonio Fire Department (SAFD) with one, hose tender apparatus with pump and tank; and

**WHEREAS**, this vehicle will be an addition to the City's fleet and will be used by SAFD to transport fire hose extensions to supplement the fire hose already on the platform ladder truck when responding to tall building fire emergencies; and

WHEREAS, Siddons-Martin Emergency Group, LLC, submitted the low bid for cost of \$355,121.00; NOW THEREFORE:

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

**SECTION 1.** The bid submitted by Siddons-Martin Emergency Group, LLC, for a cost of \$355,121.00, is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of the bid tabulation sheet and bid is attached hereto and incorporated herein for all purposes as **Exhibit I**.

**SECTION 2.** Payment is authorized to be encumbered and made payable to Siddons-Martin Emergency Group, LLC, in an amount not to exceed \$355,121.00. Payment is in support of the SAFD Medcat and Hose Tender Project, using Fund 40099000, WBS 20-00145-01-01 and GL 5709080. Funding for this project is provided by Tax Notes.

Payment is limited to the amounts budgeted in the Operating and/or Capital Budget funding sources identified. All expenditures will comply with approved Operating and/or Capital Budgets for current and future fiscal years.

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

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

LC 12/10/20 Item No. 8

PASSED and APPROVED this 10<sup>th</sup> day of December, 2020.

A Y O R M Ron Nirenberg

ATTEST:

Hora 100

Tina J. Flores, City Clerk

**APPROVED AS TO FORM:** 

Andrew Segovia, City Attorney

File Number: 20-6655



## **City of San Antonio**

**City Council** 

December 10, 2020

Item: 8 File Number: 20-6655 Enactment Number: 2020-12-10-0881

Ordinance approving a contract with Siddons-Martin Emergency Group to provide the San Antonio Fire Department with one, add on hose tender vehicle for a total cost of \$355,121.00. Funding is available from the Adopted Capital Budget. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance]

Councilmember Jada Andrews-Sullivan made a motion to approve. Councilmember Adriana Rocha Garcia seconded the motion. The motion passed by the following vote:

Aye: 11 Nirenberg, Treviño, Andrews-Sullivan, Viagran, Rocha Garcia, Gonzales, Cabello Havrda, Sandoval, Pelaez, Courage and Perry LC 12/10/20 Item No. 8

# Exhibit I

Opened: For:	October 28, 2020 SAFD - Hose Tender Truck		Non-Local	
6100013305 SC		SC	Siddons-Martin Emergency Group 1362 E. Richey Rd.	
ltem	Description	Quantity	Houston, TX 77073 512-848-5847	
1	Hose Tender Apparatus with Pump and Tank Price Each Price Total Year, Make & Model of Truck Specific Make & Model of Engine Truck Warranty Truck Warranty Service Provider Facility Name & Address Delivery	1	\$355,121.00 \$355,121.00 2021 Ford F550 Ford 6.7 Turbo Diesel 330 HP 1 Year Siddons-Martin Emergency Group- Kirby Facility, 5511 Binz-Engleman Rd., Kirby, TX 78219 400 Days \$2,000.00 within 15 Days	
	Total		\$355,121.00	
	Total Award		\$355,121.00	



## CITY OF SAN ANTONIO

FORMAL INVITATION FOR BID ("IFB") NO.: 6100013305

## SAFD – PURCHASE OF A HOSE TENDER VEHICLE

## Date Issued: OCTOBER 7, 2020

## BIDS MUST BE RECEIVED NO LATER THAN: 2:00 P.M. CT., OCTOBER 28, 2020

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

\*Bid submissions will only be accepted electronically\*

Bid Bond: No

Performance Bond: No

Payment Bond: No Oth

Other: N/A

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: No

DBE / ACDBE Requirements: N/A

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

Pre-Submittal Conference \* Yes

Pre-Submittal Conference – WebEx Scheduled for October 14, 2020 @ 10:00 a.m. C.T. Join by phone WebEx Call-in #: 1-415-655-0001 (Toll free Dial-in) Meeting number (access code): 133 102 7205 Meeting password: mtQKd8UAu37

Bidders also have the option to attend the conference via WebEx at www.webex.com and clicking on join. The meeting number is 133 102 7205 and password is mtQKd8UAu37

Staff Contact Person:

STEPHANIE CRIOLLO, PROCUREMENT SPECIALIST III, P.O. Box 839966, San Antonio, TX 78283-3966. Email: STEPHANIE.CRIOLLO@SANANTONIO.GOV

SBEDA Contact Information: Small Business Office at 210-207-3922

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#### 003 - INSTRUCTIONS FOR BIDDERS

#### Submission of Bids.

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

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

<u>Modified Bids</u>. Bids may be modified provided such modifications are received prior to the time and date set for submission of bids, and submitted in the same manner as original bids. For electronic bids, a modified bid will automatically replace a prior bid submission. See below for information on submitting Alternate Bids.

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

For electronic bids, Bidder's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

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

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

Alternate Bids. Alternate bids may be allowed at the sole discretion of City.

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

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

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

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

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

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

#### Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

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

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

Respondents and/or their agents are encouraged to contact the Small Business Office of the 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 required SBEDA forms. The point of contact, Maria Salazar, may be reached by telephone at (210) 207-4689 or by e-mail at Maria.Salazar@sanantonio.gov. Contacting the Small Business Office regarding this IFB after the bid due date is not permitted.

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

#### Pre-Submittal Conference.

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

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

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

#### Changes to IFB.

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

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

#### Preparation of Bids.

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

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

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

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

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

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

#### Description of Supplies.

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

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

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

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

#### Estimated Quantities for Annual Contracts.

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

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

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

<u>Confidential or Proprietary Information</u>. All bids become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Bidder should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to

be confidential by Bidder may not be considered confidential under Texas law, or pursuant to a Court order. Note that pursuant to state law, bids are opened publicly and read aloud. In addition, bids are tabulated and posted to the City's website, so shall not be considered proprietary or confidential.

#### Interlocal Participation.

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

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

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

#### Rejection of Bids.

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

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

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

The bid is conditional; or

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

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

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

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

<u>Withdrawal of Bids</u>. Bids may be withdrawn prior to the time set for the bid opening. Bids submitted electronically may be withdrawn electronically.

Bid Opening. Bids will be publicly read aloud online through WebEx at 2:30 p.m. Central Time on the day the bids are due.

Join by phone: 415-655-0001 Toll-free Dial-In Meeting number (access code): 289 671 748 Meeting password: COSA

#### Evaluation and Award of Contract.

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

City reserves the right to make an award on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" bid in the Supplemental Terms & Conditions.

A written award of acceptance (manifested by a City Ordinance) and Purchase Order furnished to Bidder results in a binding contract without further action by either party. Vendor must have the Purchase Order before making any delivery. City reserves the right to utilize historical usage data as a basis for evaluation of bids when future usages are unable to be determined.

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

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

#### Inspection of Facilities/Equipment.

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

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

#### Prompt Payment Discount.

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

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

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

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

#### Bid Protest Procedures.

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

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

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

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

 a City officer or employee; his or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;

- an entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10% or more of the voting stock or shares of the entity, or 10% or more of the fair market value of the entity; or
- an entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

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

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

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

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

http://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports

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

#### http://www.sanantonio.gov/Portals/0/Files/Ethics/OCC-CIQ-Addendum.pdf

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

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

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

#### Certificate of Interested Parties (Form 1295)

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

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

#### https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm.

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

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

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

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10

members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

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

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

(1) receives compensation from the business entity for the person's participation;

(2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

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

#### 004 - SPECIFICATIONS / SCOPE OF SERVICES

4.1 BACKGROUND: The City of San Antonio is soliciting bids for a Hose Tender Apparatus for fiscal year 2021 Apparatus provided shall be the current Pierce Fire Truck model year chassis or newer, or approved equal:

Description	FY 2021
Pierce Hose Tender Apparatus with pump and tank	1

- 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. Vehicle must be year model 2020 or newer.
  - 4.2.2. All components shall be installed new, unused, standard production model, and equipment shall be serviced in accordance with the 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. Vendor shall attach a copy of the manufacturer's warranty to Vendor's bid. City will notify Vendor by letter of the in-service date for each item by serial number. Warranty service and parts must be available within a 50 mile radius of San Antonio City Hall from a factory authorized dealer. The following minimum warranties must be included:
  - A. ONE (1) YEAR MATERIAL AND WORKMANSHIP ON APPARATUS
  - B. THREE (3) YEAR OR 36,000 MILE WARRANTY ON CHASSIS
  - C. FIFTY (50) YEAR STRUCTURAL INTEGRITY ON FRAME AND CROSS MEMBERS
  - D. TEN (10) YEAR PRO-RATED PAINT AND CORROSION
  - E. THE TRANSMISSION WILL HAVE THE STANDARD WARRANTY AS SUPPLIED BY THE CHASSIS MANUFACTURER.
  - F. COMPARTMENT LIGHTS WILL HAVE WARRANTY CERTIFICATE WA203 INCLUDED.
  - G. THE BODY WILL HAVE A TWO YEAR STRUCTURAL INTEGRITY CERTIFICATE WARRANTY WA0001.
  - H. ROLL UP DOOR MATERIAL AND WORKMANSHIP WARRANTY AN AMDOR ROLL-UP DOOR LIMITED WARRANTY WILL BE PROVIDED. THE DOOR WILL BE WARRANTED AGAINST MANUFACTURING DEFECTS FOR A PERIOD OF FIVE (5) YEARS.
  - I. PUMP WARRANTY (WA225) SHALL BE INCLUDED IN PROPOSAL
  - J. THE PIERCE 10 YEAR PLUMBING LIMITED WARRANTY CERTIFICATE, WA0032, SHALL BE INCLUDED IN PROPOSAL
  - K. THE UPF POLLY WATER TANKWILL HAVE A LIMITED LIFETIME MATERIAL AND WORKMANSHIP WARRANTY WA0195.
  - L. ONE (1) YEAR MATERIAL AND WORKMANSHIP ON GRAPHICS FADING AND DETERIORATION.
- 4.4 **DELIVERY:** The apparatus will be delivered under its own power to ensure proper break-in of all components while the apparatus is still under warranty. All vehicle and title deliveries are to be made to:

City of San Antonio Building & Equipment Services Southeast Service Center 1318 SE Loop 410, Building 6, Gate 5 San Antonio, TX 78220

Vendor must contact the Fleet Acquisitions at (210) 207-4603 or (210) 207-4601 prior to delivery (or designee). 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 shall 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.

**4.4.1 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. 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.

**4.4.2 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 shall delay the payment process.

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

**4.4.4 INCOMPLETE VEHICLES:** All bodies and components in this bid shall be installed in accordance with the appropriate Incomplete Vehicle Data Manual. Certification of compliance shall be posted on the left door post of the vehicle. Except for manufacturer's data plates (maximum 4" x 6"), vendor or manufacturer's identifying markings (decals and plates) shall not be applied to the vehicle or mounted components. Installation shall 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 shall 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 shall 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.

- 4.5 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 Fire Department Representative signature confirming equipment build out shall be provided to the City prior to equipment delivery. The delivery date for the completed unit (in accordance with the delivery timeframe submitted in the Price Schedule) shall be communicated when the build sheet is finalized. Electrical wiring schematics that include lighting and air conditioning systems for body shall be provided at time of delivery. Electrical wiring schematics and finalized build sheet shall be provided in paper and in Adobe PDF format.
- 4.6 VEHICLE INSPECTION: The vendor shall have each vehicle properly inspected in compliance with Texas motor vehicle laws.
- 4.7 CHECK-IN INSPECTION: The City shall check the vehicle upon delivery to ensure compliance with this specification and any other specific requirements. The vendor shall deliver with the vehicle a manufacturer's invoice, and MSO or any official documentation to verify the fact that ordered options, GVWR rating, and other requirements have been

met. <u>Failure to provide required documentation as listed may cause the delay of payment.</u> Acceptance shall 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 30 working days to complete this inspection.

- 4.8 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 shall be responsible for payment of all related towing and storage charges. The City shall 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.
  - **4.9 ELECTRICAL:** Heavy duty battery and alternator offered by manufacturer for models being bid. All units shall be equipped with oil pressure, water temperature, and volt or amp gauges.

#### 4.10 No dealership nameplates, markings or decals will be permitted on the vehicles.

- **4.11 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 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.
- **4.12 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.
  - 4.12.1 SAFETY VIDEO At the time of delivery Vendor will also provide one professionally produced apparatus safety video, in DVD format. This video will address key safety considerations for personnel to follow when they are driving, operating, and maintaining the apparatus, including the following: vehicle pre-trip inspection, chassis operation, pump operation, aerial operation, and safety during maintenance.
  - 4.12.2. PERFORMANCE TESTS A road test will be conducted by vendor, with the apparatus fully loaded and a continuous run of no less than ten (10) miles. During that time the apparatus will show no loss of power nor will it overheat. The transmission drive shaft or shafts and the axles will run quietly and be free of abnormal vibration or noise. The apparatus when fully loaded will not have less than 25 percent nor more than 50 percent on the front axle, and not less than 50 percent nor more than 75 percent on the rear axle. The apparatus will meet NFPA 1901 acceleration and braking requirements.
  - 4.12.3. SERVICE AND WARRANTY SUPPORT Dealership support must be provided by the manufacturer by operating an authorized service center.

a. The service center will have factory-trained mechanics on staff versed in the fire apparatus bid. The service facility shall be located within fifty (50) miles of the San Antonio City Hall.

b. A manufacturer's website that will allow the ability to view the complete bill of materials for the specific apparatus, including assembly drawings, piece part drawings, and beneficial parts notations must be accessible for each apparatus. Published

component catalogs, which include proprietary systems along with an extensive operator's manual library, must be available for easy reference.

4.13 NFPA 2016 STANDARDS - This unit will comply with the NFPA standards effective January 1, 2016, except for fire department directed exceptions.

4.13.1 These exceptions will be set forth in the Statement of Exceptions.

4.13.2 Certification of slip resistance of all stepping, standing and walking surfaces will be supplied with delivery of the apparatus.

4.13.3 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. 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.

4.13.4 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.

4.13.5 The manufacturer will have programs in place for training, proficiency testing and performance for any staff involved with certifications.

4.13.6 An official of the company will designate, in writing, who is qualified to witness and certify test results.

4.14 NFPA COMPLIANCY - Apparatus 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. Fire department's specifications that differ from NFPA specifications will be indicated in the proposal as "non-NFPA".

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

4.14.2 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.

- **4.15** PUMP TEST Underwriters Laboratory (UL) will test, approved, and certify the pump. The test results and the pump manufacturer's certification of hydrostatic test; the engine manufacturer's certified brake horsepower curve; and the pump manufacturer's record of pump construction details will be forwarded to the Fire Department.
- **4.16** APPROVAL DRAWING A drawing of the proposed apparatus must be prepared and provided to the City for approval before construction begins. The manufacturer shall also be provided with a copy of the same drawing.

4.17.1 The finalized and approved drawing will become part of the contract documents and is incorporated by reference. This drawing will indicate the chassis make and model, location of the lights, siren, horns, compartments, major components, etc.

4.17.2 Any "revised" approval drawings of the apparatus will be prepared and submitted by manufacturer to the City showing any changes made to the approval drawing.

4.17.3 Any revised drawings of the truck with all the changes made during production must be provided at pickup.

4.17.4 A detailed drawing to scale of the pump operator's panel and both side panels will be provided for approval prior to construction. The operator's drawing will include all of the gauges and control locations. The side panel drawings will include inlet, outlet and all other miscellaneous items.

**4.18** ELECTRICAL WIRING DIAGRAMS - One (1) USB or CD copy and one (1) paper copy of the electrical wiring diagrams, prepared for the model of chassis and body, must be provided to City.

Item	Estimated Quantity	Description
1	1	Hose Tender Apparatus with pump and tank

- 4.19 CHASSIS -THE CHASSIS WILL BE A FORD, MODEL F-550 SUPER DUTY, 4X2 CHASSIS, OR APPROVED EQUAL, SUPPLIED WITH THE FOLLOWING EQUIPMENT, OR EQUIVALENT:
  - 4.19.1 WHEELBASE THE WHEELBASE OF THE VEHICLE WILL BE NO GREATER THAN 191.90", WITH A CAB TO AXLE DISTANCE OF 84.00".
  - 4.19.2 GVW RATING THE CHASSIS WILL INCLUDE THE PAYLOAD PLUS UPGRADE PACKAGE SO THAT THE GROSS VEHICLE WEIGHT RATING IS 19,500 POUNDS.
  - 4.19.3 FRAME THE FRAME RAILS SHALL INCLUDE THE UPGRADE REQUIRED TO MEET THE ENHANCED GVWR.
  - 4.19.4 FRONT SUSPENSION
  - 4.19.5 An "Extra Heavy Service Suspension" will be provided on the front axle. The rating will be as
    described below, but it will provide enhanced support over the standard suspension:
  - 4.19.6 Front Mono-beam non-independent suspension with coil spring and anti-roll bar
  - 4.19.7 Capacity at Ground: 7,500 lb
  - 4.19.8 Front Stabilizer Bar
  - 4.19.9 Shock absorbers will be provided on the front axle.
- 4.20 TIRES, FRONT THE FRONT TIRES WILL BE 225/70R19.50 WITH AN "ALL POSITION" TREAD.
- 4.21 WHEELS, FRONT WHEELS FOR THE FRONT AXLE WILL BE 19.50" X 6.00" STEEL DISC.
- 4.22 REAR AXLE
  - The single reduction limited slip rear axle will have a ground rating capacity of 14,706 lb.
  - The rear brakes will be hydraulic disc type.
- 4.23 PARKING BRAKE
  - The parking brake will be located on the rear axle service brake.
  - Rear axle brakes will be disc style.
- 4.24 REAR AXLE RATIO THE RATIO OF THE REAR AXLE WILL BE PROVIDED BY THE CHASSIS MANUFACTURER.
- 4.25 REAR SUSPENSION
  - The rear suspension will be a leaf spring type, with a capacity at ground level of 15,000 lb.
  - The rear stabilizer bar will be included.

4.26 TIRES, REAR - THE REAR TIRES SHALL BE 225/70R19.50 WITH BLACK SIDE WALLS AND AN (AT) ALL-TERRAIN "TRACTION" TREAD.

#### 4.27 WHEELS, REAR - THE REAR WHEELS WILL BE 19.50" X 6.00" STEEL DISC.

#### 4.27.1 TIRE PRESSURE MANAGEMENT

- There will be a RealWheels LED AirSecure<sup>™</sup> tire alert pressure management system, or approved equal provided, that will monitor each tire's pressure. A sensor will be provided on the valve stem of each tire for a total of six (6) tires.
- The sensor will calibrate to the tire pressure when installed on the valve stem for pressures between 10 and 200 psi. The sensor will activate an integral battery operated LED when the pressure of that tire drops 5 to 8 psi.
- Removing the cap from the sensor will indicate the functionality of the sensor and battery. If the sensor and battery are in working condition, the LED will immediately start to flash.

4.27.2 CHROME LUG NUT COVERS - CHROME LUG NUT COVERS WILL BE SUPPLIED ON FRONT AND REAR WHEELS.

#### 4.27.3 ANTI-LOCK BRAKE SYSTEM (ABS), ROLL STABILITY CONTROL (RSC)

- 1. The vehicle will be equipped with an anti-lock braking and roll stability control systems.
- 2. ABS:
- 3. Sensors monitor wheel rotation speed, checking for the onset of wheel lockup.
- 4. If the onset of lockup is detected, the system automatically compensates for this condition and prevents wheel lockup by automatically "pumping" the brakes several times per second, even when the brakes are firmly applied.
- Improves vehicle steering control in severe braking maneuvers, under variety of weather conditions.
- 6. RSC:
- 7. An additional vehicle control software module.
- 8. Detects the roll angle of the vehicle on the horizontal axis.
- 9. Monitors vehicle body roll angle at least 100 times per second.
- 10. Automatically reacts to help the driver keep the vehicle upright and all tires on the ground

#### 4.27.4 FRONT BRAKES - THE FRONT BRAKES WILL BE HYDRAULIC DISC TYPE.

#### 4.28 ENGINE

- Model: Power Stroke 6.65 Turbocharged Diesel, CGI (compacted graphite iron) block and aluminum heads
- Number of Cylinders: Eight (8), "V" configuration
- Bore and Stroke: 3.90 x 4.25 in
- Displacement: 6.7 liters (406 cubic inches)
- Compression Ratio: 16.2:1
- Rated Brake Horsepower: 330 at 2600 rpm
- Peak Torque: 750 ft-lb at 2000rpm
- Turbocharger: VNT (Variable Nozzle Turbine) DualBoost
- Combustion System: High Pressure Bosch Fuel Injection System

#### ENGINE ACCESSORIES

- Air Cleaner: Dry type
- Governor: Limiting speed type
- Lube Oil Cooler
- Lube Oil Filter: Full flow

- Fuel Filter: Single fuel filter/water separator, heated
- Starting Motor: 12-volt
- Oil Fill and Level Gauge
- Block Heater: 1000 Watt
- ENGINE WARRANTY THE ENGINE ONLY WILL COME WITH A MINIMUM FIVE (5) YEAR OR 100,000 MILE WARRANTY PROVIDED BY THE ENGINE MANUFACTURER.

#### 4.29 RADIATOR

- Pressurized System, Tube and Fin
- Anti-Freeze Protection to -20 degrees Fahrenheit.

#### 4.30 HIGH IDLE

- A high idle switch will be provided by the apparatus manufacturer on the instrument panel inside the cab.
   Activating the switch will cause the vehicle to automatically maintain a preset engine rpm.
- A green indicator light will be provided adjacent to the switch. The light will be labeled "OK To Engage High Idle."

#### 4.31 ENGINE EXHAUST BRAKE

An exhaust brake with an integral variable geometry turbo charger (VGT) will be provided. The various functions and controls will be located on the instrument panel within easy reach of the driver.

#### 4.32 AIR RESTRICTION INDICATOR

To meet the NFPA requirement, the chassis will have an air restriction indicator in the cab, visible to the driver.

#### 4.33 AIR INTAKE EMBER SEPARATOR

- The air inlet will be equipped with a stainless steel mesh to separate water and burning embers from the air intake system such that particulate matter larger than 0.039" (1.0 mm) in diameter cannot reach the air filter element.
- This will comply with NFPA 1901 and 1906 standards.

#### 4.34 EXHAUST SYSTEM

- The exhaust system will include a diesel particulate filter (DPF), a diesel oxidation catalyst and a selective catalytic reduction (SCR) to meet current EPA standards. The exhaust will terminate with a horizontal tailpipe and diffuser on the right side behind the rear wheels.
- The combustion system is the heart of the 6.7L Power Stroke diesel engine and reflects how Ford engineers achieved a balance of power, fuel efficiency and reduced emissions.
- To help reduce NOx levels, the Power Stroke burns cleaner in large part because of the Exhaust Gas Recirculation (EGR) system.
- In addition, there is a three-step after-treatment system utilizing a diesel oxidation catalyst (DOC), selective catalytic reduction (SCR) using diesel exhaust fluid (DEF) and a diesel particulate filter (DPF) as the key components.

#### 4.34.1 EXHAUST MODIFICATIONS

- a. The exhaust will terminate with a horizontal tailpipe and diffuser forward of the passenger side rear wheels.
- b. A heat deflector shield will be provided where the tail pipe is routed under the passenger side compartmentation.

#### 4.35 COOLANT LINES

- Premium rubber hose will be used for all engine coolant lines installed by the manufacturer.
- Hose clamps will be the constant torque type to prevent coolant leakage. They will expand and contract according to coolant system temperature thereby keeping a constant clamping pressure on the hose.

- 4.35.1 Fuel tank
  - a. The fuel tank provided will be 40 gallon capacity and mounted behind the rear axle by the chassis manufacturer. It will comply with all dot regulations. It will be designed and installed so that it does not interfere with the mounting of the pump, plumbing or other components.
  - b. A minimum of one (1) auxiliary fuel tap will be provided.
  - c. NFPA 1901, 2016 edition, section 12.3.4.7 requires a means for draining the tank without removing the tank.
- 4.35.2 As provided by the chassis manufacturer, there will be no means to drain the fuel tank. This apparatus will be non-compliant effective at time of contract execution. Diesel exhaust fluid tank a diesel exhaust fluid (def) tank will be provided for the emissions system.
- 4.35.3 Cooler, chassis fuel a fuel cooler will be provided by the chassis manufacturer.

4.35.4 TRANSMISSION - A TEN (10)-SPEED AUTOMATIC OVERDRIVE TRANSMISSION SHALL BE PROVIDED.

4.35.5 TRANSMISSION COOLER- A TRANSMISSION OIL COOLER WILL BE PROVIDED IN A TANK OF THE RADIATOR.

4.35.6 TRANSMISSION PTO PROVISION - THE CHASSIS TRANSMISSION WILL INCLUDE THE PROVISION FOR A PTO.

4.35.7 DRIVELINE - THE DRIVELINE WILL BE A HEAVY DUTY METAL TUBE TYPE. A SPLINED SLIP JOINT WILL BE PROVIDED IN EACH DRIVESHAFT.

4.35.8 STEERING - THE STEERING WHEEL WILL BE BLACK VINYL WITH 3-BUTTON MESSAGE CENTER CONTROL. THE STEERING WHEEL IS 15.00" IN DIAMETER AND INCLUDES TILT AND TELESCOPING ADJUSTMENT. CRUISE CONTROL WILL BE STEERING WHEEL MOUNTED. THE STEERING GEAR RATIO WILL BE 20.30:1.00. THE STEERING WILL CONSIST OF A HYDRAULICALLY DRIVEN STEERING SYSTEM.

#### 4.37 BUMPER

- A full-width, aerodynamic, chrome plated steel bumper will be attached to the front of the chassis frame.
- TOWING PROVISIONS TWO (2) PAINTED, STEEL TOW EYES OR HOOKS WILL BE PROVIDED.

#### 4.38 CAB

- Type: Conventional (engine forward). Cab will have two (2) passenger doors and a pair of access doors for the extended area of the cab. The super cab will be 21.00" longer than the standard cab.
- Construction: Aluminum
- Cab Trim will be XLT Package

#### 4.39 CAB INTERIOR TRIM LEVEL

- The cab trim level will be the premium "XLT" level by Ford, or equal. The upholstery will be an "earth gray" color.
- A vinyl floor mat will be provided in place of the standard carpet.
  - 4.39.1 Mirrors
- Manual-telescoping
- Manual-folding trailer tow
- Power/heated glass with heated convex spotter mirrors
- Integrated clearance lights/turn signals

4.39.2 Cab access steps / running boards will be provided for each side of the vehicle. They will be constructed of steel support channels and covered with bright aluminum treadplate.

#### 4.39.3 STEP LIGHTS

- There will be four (4) white LED step lights provided. There will be one (1) light installed at each cab and extended cab doorstep.
- The lights will be activated when the adjacent door is opened.

#### 4.39.4 DAYTIME RUNNING LIGHTS WILL BE PROVIDED ON THE CHASSIS.

4.39.5 AIR CONDITIONING WILL BE PROVIDED AS AN INTEGRAL PART OF HEATER AND DEFROSTER SYSTEM.

4.39.6 ENGINE COMPARTMENT LIGHT WITH AN INTEGRAL SWITCH WILL BE INSTALLED UNDER THE ENGINE HOOD.

#### 4.39.7 STORAGE CONSOLE

- There will be a console located in the cab between the front seats. There will be a designated area for light switches, controls, and an area for a siren or radio. There will also be four (4) bevel-edged slots at the rear of the console for maps or notebook storage.
- The console will be constructed out of smooth aluminum and painted black.

#### 4.39.8 SEATING CAPACITY

- The seating capacity in the cab will be two (2).
- Seating inside the cab will consist of a 40-20-40 split bench seat. It will include a driver's side manual lumbar support, center armrest and cup-holder. These seats will be upholstered in cloth and will be included in the Ford XLT trim package.
- 4.39.9 NO REAR SEATING
- No seating will be provided in the extended or crew cab. The factory seating and seat belts will be removed.
- No trim or covering will be provided to cover any mounting holes or cab structure that is exposed because
  of seat and belt removal.

#### 4.39.10 SEAT BELT WEB LENGTH

- NFPA 1901, 2016 edition, Section 14.1.3.1 and 14.1.3.2 requires effective seat belt web length for a Type 1 lap belt for pelvic restraint shall be a minimum of 60.00", and a Type 2 pelvic and upper torso restraint-style seat belt assembly shall be a minimum of 110.00".
- Per Fire Department specification of a commercial chassis, this apparatus may not have seat belts of the required length. These belts may not provide sufficient length for large firefighters in bunker gear. This apparatus will be non-compliant to NFPA 1901 standards effective at time of contract execution.
- NFPA 1901, 2016 edition, section 14.1.3.3 requires the seat belt webbing shall be bright red or bright
  orange in color, and the buckle portion of the seat belt will be mounted on a rigid or semi-rigid stalk
  such that the buckle remains positioned in an accessible location.
- The seat belt color is not available in red or orange from the commercial chassis manufacturer. Per Fire Department specification of a commercial chassis, the seat belt color will be non-compliant. This apparatus will be non-compliant to NFPA 1901 standards effective at time of contract execution.

#### 4.39.11 ADDITIONAL DOME LIGHTING

- There will be one (1) Whelen, Model 60C\*EGCS, 6.00" round dual LED dome lights installed in the cab and/or crew cab located centered over console.
- The color of the LED's will be red and white.
- The white LED's will be controlled by the lens switch.
- The color LED's will be controlled by the door switches.
- The light(s) may be load managed when the parking brake is applied.

#### 4.39.12 CAB INSTRUMENTS

- Instrumentation display includes the following:
- Engine Temperature Gauge
- Engine Oil Pressure Indicator
- Transmission Fluid Temperature Gauge
- Speedometer with Odometer
- Engine Tachometer
- Engine Hourmeter
- Fuel Level Gauge
- Turbo/supercharger Boost Gauge
- Systems Monitor
- Trip Odometer
- Warning Indicators Include:
- Oil Pressure
- Battery
- Engine Temperature
- Lights On
- Service Interval
- Brake System Indicator
- Key
- Low Fuel
- Door Ajar

4.39.13 EMERGENCY SWITCH PANEL

 An emergency switch panel will be provided in the cab. The switch panel will be located on the floor mounted console.

#### 4.39.14 "DO NOT MOVE APPARATUS" INDICATOR

- There will be a Whelen®, Model T0R00FRR, or equal, 2.00" red flashing LED light with black trim located in the driving compartment illuminated automatically per the current NFPA requirements. The light will be labeled "Do Not Move Apparatus If Light Is On."
- The same circuit that activates the Do Not Move Apparatus indicator will activate a pulsing alarm when the parking brake is released.

#### 4.39.15 OPEN DOOR INDICATOR LIGHT

 There will be a Whelen, Model 0SR00MCR, or equal, red LED "open door" indicator light provided inside the cab, in clear view of the driver, to warn of an open compartment door.

#### 4.39.16 WIPER CONTROL

- Wiper control will consist of a two (2)-speed individual windshield wiper control with intermittent feature and windshield washer controls. The wipers will also activate with the automatic (on/off) rainlamp wiperactivated headlamps.
  - a. There will be an AM/FM stereo radio

#### 4.39.17 VEHICLE DATA RECORDER

- A vehicle data recorder (VDR) will be provided. The VDR will be capable of reading and storing vehicle information. The VDR will be capable of operating in a voltage range from 8VDC to 16VDC. The VDR will not interfere with, suspend, or delay any communications that may exist on the CAN data link during the power up, initialization, runtime, or power down sequence. The VDR will continue operation upon termination of power or at voltages below 8VDC for a minimum of 10ms
- The information stored on the VDR can be downloaded through a USB port mounted in a convenient location determined by cab model. A USB cable can be used to connect the VDR to a laptop to retrieve required information.
- The vehicle data recorder will be capable of recording the following data via hardwired and/or CAN inputs: - Vehicle Speed - MPH

- Acceleration MPH/sec
- Deceleration MPH/sec
- Engine Speed RPM
- Engine Throttle Position % of Full Throttle
- ABS Event On/Off
- Master Optical Warning Device Switch On/Off
- Time 24 Hour Time
- Date Year/Month/Day

#### 4.39.18 MOBILE 2-WAY RADIO

- There will be one (1) Harris, Model Unity XG-100M mid power mobile radio(s) provided.
- The following will be provided for each:
- P25 Trunking software
- Remote Control head CH721
- Palm microphone
- Auxiliary speaker

#### 4.39.19 CRADLE POINT MULTI-BAND ROUTER

- A cradle point multiband router for AT&T, model IBR1100LPE-AT, or equal, will be provided and mounted center console.
- A multi-band N-MIMO Cell and GPS antenna, white will be included,

#### 4.39.20 MDT SYSTEM

There will be one (1) GETAC Tablet Computer for MDT.

#### 4.39.21 COMPLETE MDT INSTALLATION

 The Mobile Data Terminal (MDT), Docking station, Mounting bracket, power supply, antenna, GPS, modem, and all cabling sent to the apparatus manufacturers preferred installer shall be installed. Specific shipping requirements will be followed.

#### 4.39.22 TWO WAY RADIO INSTALLATION

- There will be one (1) two way radio installed in the center console

#### 4.39.23 ELECTRICAL POWER CONTROL SYSTEM

- There will be a Weldon V-Mux, or equal, electrical system provided.
- The power distribution center will be centrally located inside the center console and be easily accessible from inside the cab for simplified maintenance and trouble shooting. All fuses, circuit breakers and/or relays will be easily accessible for ease of maintenance.

Circuit protection will be provided electronically for all circuits powered by the Weldon, V-MUX control system. For circuits not powered by the Weldon, V-MUX control system, circuit protection devices will be provided which conform to SAE standards. All circuit protection will be sized to prevent wire and component damage when subjected to extreme current overload. General protection circuit breakers will be Type-I automatic reset (continuously resetting) and conform to SAE J553 or J258. When required, automotive type fuses conforming to SAE J554, J1284, J1888 or J2077 will be utilized to protect electronic equipment.

#### 4.39.24 SOLID-STATE CONTROL SYSTEM

- The electronic control system will operate as a "Peer-to-Peer" system. Each node will hold its own configuration and operate independently of the others. Communication between nodes will occur through Weldon's RS-485 serial network.
  - The electronic control system will provide the following features:
  - 100% solid state technology
  - Operating temperature from -40 degree to +85 degree Celsius
  - Integrated load shedding and sequencing
  - Diagnostics and troubleshooting capability "software purchased separately"
  - Network access port

#### 4.39.25 EMI/RFI

#### PROTECTION

The electrical system proposed will include means to control undesired electromagnetic and radio frequency emissions. State of the art electrical system design and components will be used to ensure radiated and conducted EMI (electromagnetic interference) and RFI (radio frequency interference) emissions are suppressed at their source.

The apparatus proposed will have the ability to operate in the electromagnetic environment typically found in fire ground operations. The contractor will be able to demonstrate the EMI and RFI testing has been done on similar apparatus and certifies that the vehicle proposed meets SAE J551 requirements.

EMI/RFI susceptibility will be controlled by applying immune circuit designs, shielding, twisted pair wiring and filtering. The electrical system will be designed for full compatibility with low level control signals and high powered two-way radio communication systems. Harness and cable routing will be given careful attention to minimize the potential for conducting and radiated EMI/RFI susceptibility.

#### 4.39.26 ELECTRICAL

- All 12-volt electrical equipment installed by the apparatus manufacturer will conform to modern automotive practices. All wiring will be high temperature crosslink type. Wiring will be run, in loom or conduit, where exposed and have grommets where wire passes through sheet metal. Automatic reset circuit breakers will be provided which conform to SAE Standards. Wiring will be color, function and number coded. Function and number codes will be continuously imprinted on all wiring harness conductors at 2.00" intervals. Exterior exposed wire connectors will be positive locking, and environmentally sealed to withstand elements such as temperature extremes, moisture and automotive fluids.

#### Electrical wiring and equipment will be installed utilizing the following guidelines:

- (1) All holes made in the roof will be caulked with silicon, rope caulk is not acceptable. Large fender washers, liberally caulked, will be used when fastening equipment to the underside of the cab roof.
- (2) Any electrical component that is installed in an exposed area will be mounted in a manner that will not allow moisture to accumulate in it. Exposed area will be defined as any location outside of the cab or body.
- (3) Electrical components designed to be removed for maintenance will not be fastened with nuts and bolts. Metal screws will be used in mounting these devices. Also a coil of wire will be provided behind the appliance to allow them to be pulled away from mounting area for inspection and service work.
- (4) Corrosion preventative compound will be applied to all terminal plugs located outside of the cab or body. All non-waterproof connections will require this compound in the plug to prevent corrosion and for easy separation (of the plug).
- (5) All lights that have their sockets in a weather exposed area will have corrosion preventative compound added to the socket terminal area.
- (6) All electrical terminals in exposed areas will have silicon applied completely over the metal portion of the terminal.
- (7) All lights and reflectors, required to comply with Federal Motor Vehicle Safety Standard #108, will be furnished.
- An operational test will be conducted to ensure that any equipment that is permanently attached to the electrical system is properly connected and in working order.
- The results of the tests will be recorded and provided to the purchaser at time of delivery.

#### 4.39.27 BATTERY SYSTEM

- A single starting battery system will be provided consisting of two (2) 12 volt, 750 CCA, maintenance-free batteries.
- The battery system will have a total of 1500 CCA.

#### 4.39.28 MASTER BATTERY SWITCH

- There will be a master battery switch provided in the cab within easy reach of the driver.
- A green indicator light will be provided in the cab to notify the driver of the status of the battery system.

#### 4.39.29 BATTERY CHARGER

- There will be a Kussmaul<sup>™</sup> 1200, Model 091-187-12-Remote, or equal, battery charger provided. A bar graph display indicating the state of charge will be provided.
- The charger will have a maximum output of 40 amps and a fully automatic regulation.
- The battery charger will be wired to the AC shoreline inlet through an AC receptacle adjacent to the battery charger.
- The battery charger will be located in the left body compartment located over the rear wheels. It will be mounted on the ceiling behind the roll up door.
- The battery charger indicator will be located in the driver's step area.

#### 4.39.30 AUTO EJECT FOR SHORELINE

- There will be one (1) Kussmaul<sup>™</sup>, Model 091-55-20-120, or equal, 20 amp 120 volt AC shoreline inlet(s) provided to operate the dedicated 120 volt AC circuits on the apparatus.
- The shoreline inlet(s) will include red weatherproof flip up cover(s).
- There will be a release solenoid wired to the vehicle's starter to eject the AC connector when the engine is starting.
- The shoreline(s) will be connected to the battery charger.
- There will be a mating connector body supplied with the loose equipment.
- There will be a label installed near the inlet(s) that state the following:
- Line Voltage
- Current Ratting (amps)
- Phase
- Frequency
- The shoreline receptacle will be located on the driver side rear bulkhead of body.

#### 4.39.31 ELECTRICAL SYSTEM

 The 12-volt electrical system will be maintained by a dual alternator set-up provided by the chassis manufacturer. The dual alternators combined will provide a total output of 397 amperes.

4.39.32 HEATED POWERED MIRRORS - HEATED AND ELECTRIC POWERED MIRRORS SHALL BE PROVIDED ON THE CHASSIS.

#### 4.39.33 ELECTRONIC LOAD MANAGEMENT

a. Included with the apparatus manufacturer's electrical system will be a programmable load management system.

This system will manites the webieles 12 web eles

This system will monitor the vehicle's 12-volt electrical system and automatically reduce the electrical load in the event of a low voltage condition ensuring the integrity of the electrical system.

#### 4.39.34 EXTERIOR LIGHTING

- Exterior lighting will meet or exceed Federal Department of Transportation, Federal Motor Vehicle Safety Standards and National Fire Protection Association requirements in effect at time of proposal.
- Front headlamps will be Quad-beam, or equal, jewel-effect halogen type and comply with all FMVSS
  requirements.
- The headlights will be automatically activated (automatic on/off) with windshield wipers.
- Headlight high beam automatic dimming will be included.
- Five (5) clearance and marker LED lights will be installed across the leading edge of the cab.

#### 4.39.35 REAR CLEARANCE/MARKER/ID LIGHTING

- There will be a three (3) LED light bar used as identification lights located at the rear of the apparatus per the following:
- As close as practical to the vertical centerline

- Centers spaced not less than 6.00" or more than 12.00" apart
- Red in color
- All at the same height
- There will be two (2) Whelen, Model 0SR00MCR, or equal, LED lights installed at the rear of the
  apparatus used as clearance lights located at the rear of the apparatus per the following:
- To indicate the overall width of the vehicle
- One (1) each side of the vertical centerline
- As near the top as practical
- Red in color
- To be visible from the rear
- All at the same height
- There will be two (2) Whelen, Model 0SR00MCR, or equal, LED lights installed on the side of the apparatus used as marker lights as close to the rear as practical per the following:
- To indicate the overall length of the vehicle
- One (1) each side of the vertical centerline
- As near the top as practical
- Red in color
- To be visible from the side
- All at the same height
- There will be two (2) red reflectors located on the rear of the truck facing to the rear. One (1) each side, as far to the outside as practical, at a minimum of 15.00", but no more than 60.00", above the ground.
- There will be two (2) red reflectors located on the side of the truck facing to the side. One (1) each side, as far to the rear as practical, at a minimum of 15.00", but no more than 60.00", above the ground.
- Per FMVSS 108 and CMVSS 108 requirements.

#### 4.39.36 REAR FMVSS LIGHTING

- The rear stop/tail and directional LED lighting will consist of the following:
- Two (2) Whelen®, Model M6BTT, or equal, red LED stop/tail lights
- Two (2) Whelen, Model M6T, or equal, amber LED arrow turn lights
- The lights shall be provided with color lenses.
- The lights will be mounted in a polished combination housing.
- There will be two (2) Whelen Model M6BUW, or equal, LED backup lights provided in the tail light housing.

#### 4.39.37 LICENSE PLATE BRACKET

- There will be one (1) license plate bracket mounted on the rear of the body.
- A white LED light will illuminate the license plate. A polished stainless steel light shield will be provided over the light that will direct illumination downward, preventing white light to the rear.

#### 4.39.38 LIGHTING BEZEL

 There will be two (2) Whelen, Model M6FCV4P, or equal, four (4) place chromed ABS housings with manufacturer's logos provided for the rear M6 series stop/tail, directional, back up, scene lights or warning lights.

#### 4.39.39 BACK-UP ALARM

A PRECO, Model 1040, or equal, solid-state electronic audible back-up alarm that actuates when the truck is shifted into reverse will be provided. The device will sound at 60 pulses per minute and automatically adjust its volume to maintain a minimum ten (10) dBA above surrounding environmental noise levels.

#### 4.39.40 CAB PERIMETER SCENE LIGHTS

- There will be four (4) Amdor, Model AY-LB-12HW020, or equal, 350 lumens each, 20.00" white LED strip lights provided, one (1) for each cab door.
- These lights will be activated automatically when the battery switch is on and the exit doors are opened or by the same means as the body perimeter scene lights.

#### 4.39.41 BODY PERIMETER SCENE LIGHTS

- There will be two (2) Amdor, Model AY-LB-12HW012, or equal, 190 lumens each, 12.00" 12 volt DC LED strip lights provided at the rear step area of the body, one (1) each side shining to the rear.
- The perimeter scene lights will be activated when the battery switch is on, and the parking brake is applied.

#### 4.39.42 STEP LIGHTS

- There will be two (2) white LED step lights will be provided at the rear to illuminate the tailboard/step area.
- In order to ensure exceptional illumination, each light will provide a minimum of 25 foot-candles (fc) covering an entire 15" x 15" square placed ten (10) inches below the light and a minimum of 1.5 fc covering an entire 30" x 30" square at the same ten (10) inch distance below the light.
- These step lights will be actuated with the perimeter scene lights.
- All other steps on the apparatus will be illuminated per the current edition of NFPA 1901.

#### 4.39.43 HOSE BED LIGHTS

- There will be white 12 volt DC LED light strips with stainless steel protective cover, provided to light the hose bed area. Hose Bed lights will meet the photometric levels listed in NFPA 1901 for Hose Bed lighting requirements.
- Light strip(s) will be installed along the upper edge of the left side of the hose bed.
- Light strip(s) will be installed along the upper edge of the right side of the hose bed.
- The lights will be activated by a cup switch at the rear of the apparatus no more than 72.00" from the ground.

#### 4.39.44 WALKING SURFACE LIGHTS

- There will be white 12 volt DC LED light strips with stainless steel protective cover, provided to light the cargo area.
- One (1) light strip will be installed the entire length of the driver's side of the cargo area.
- One (1) light strip will be installed the entire length of the passenger's side of the cargo area.
- The light will be activated when the body step lights are on.

#### 4.39.45 REAR SCENE LIGHTS

- There will be two (2) Whelen, Model M6ZC, or equal, LED scene lights installed at the rear of the apparatus. These lights will be installed between 58.00" and 72.00" above the ground.
- The lights will be controlled by a switch at the driver's side switch panel and by a cup switch at the driver's side rear bulkhead.

#### 4.39.46 WATER TANK DOME AND OVERFLOW

- The fill tower will be constructed of .50" polypropylene. It will be furnished with a .25" thick polypropylene screen and a hinged cover.
- An overflow pipe, constructed of 4.00" schedule 40 polypropylene, will be installed approximately halfway
  down the fill tower and extend through the water tank and exit to the rear of the rear axle.

#### 4.39.47 WATER TANK

- Booster tank will have a capacity of 250 gallons and be constructed of polypropylene plastic by United Plastic Fabricating, Incorporated, or equal.
- Tank joints and seams will be nitrogen welded inside and out.
- Tank will be baffled in accordance with NFPA Bulletin 1901 requirements.
- Baffles will have vent openings at both the top and bottom to permit movement of air and water between compartments.
- Longitudinal partitions will be constructed of .38" polypropylene plastic and will extend from the bottom of the tank through the top cover to allow for positive welding.
- Transverse partitions will extend from 4.00" off the bottom of the tank to the underside of the top cover.
- All partitions will interlock and will be welded to the tank bottom and sides.
- Tank top will be constructed of .50" polypropylene. Tank top will be sufficiently supported to keep it rigid during fast filling conditions.

- Construction will include 2.00" polypropylene dowels spaced no more than 30.00" apart and welded to the transverse partitions. Two (2) of the dowels will be drilled and tapped (.50" diameter, 13.00" deep) to accommodate lifting eyes.
- A sump will be provided at the bottom of the water tank.
- Sump will include a drain plug and the tank outlet.
- Tank will be installed in a fabricated cradle assembly constructed of structural steel.
- Sufficient crossmembers will be provided to properly support bottom of tank. Crossmembers will be constructed of steel bar channel or rectangular tubing.
- Tank will "float" in cradle to avoid torsional stress caused by chassis frame flexing. Rubber cushions, .50" thick x 3.00" wide, will be placed on all horizontal surfaces that the tank rests on.
- Stops or other provision will be provided to prevent an empty tank from bouncing excessively while moving vehicle.
- Mounting system will be approved by the tank manufacturer.
- One heavy duty water tank restraint will also be provided

#### 4.39.48 TAILBOARD

- The rear step will be constructed of .125" bright aluminum treadplate and supported by a structural steel assembly.
- The rear tailboard will be 12.00" deep, and positioned forward between the left and right side body bulkheads, directly below the rear compartment.

#### 4.39.49 HOSE BED - OUTBOARD SIDE SHEETS

- The hose bed will be fabricated of .125"-5052 aluminum with a 38,000 psi tensile strength. The hose bed width will be approximately 50.00" inside.
- There will be side sheets approximately 12.00" tall installed around the outer sides and across the front of the body. These side sheets will have a double break for rigidity and will provide the truck with a streamlined appearance.
- These sheets will not increase the hose bed capacity, but will conceal items stored on the catwalks
  providing that those items are not taller than the sheets. The cross divider at the front of the hose bed
  will remain the standard height for easy access to the cargo area above the pump. Hose bed dividers
  will also remain the standard height.
- The upper inside area of the body compartment bulkheads will be covered with brushed aluminum to
  prevent damage to the painted surface when the hose is removed.
- The flooring of the hose bed area will be removable aluminum grating with the top surface corrugated to aid in hose aeration. The grating slats will be a minimum of 0.50" x 4.50" with spacing between slats for hose ventilation.
- The tops of the catwalks to the inside of the side sheets will be bright aluminum treadplate.
- Hose bed will have the capacity to accommodate either 1000' of 1.50", or 775' of 2.50" double jacket fire
  hose or only a capacity of 1000 ft of 5.0". The hose bed capacity will not require the modification of
  the standard hose bed on this apparatus.

#### 4.39.50 HOSE BED DIVIDER

- One (1) adjustable hosebed divider will be furnished for separating hose.
- Each divider will be constructed of a .25" brushed aluminum sheet. Flat surfaces will be sanded for uniform appearance, or constructed of brushed aluminum.
- An oval opening will be provided near the rear of the divider to be used as a hand hold and aid in accessing the hosebed.
- Divider will be fully adjustable by sliding in tracks, located at the front and rear of the hose bed.
- Divider will be held in place by tightening bolts, at each end.
- Acorn nuts will be installed on all bolts in the hose bed which have exposed threads.

#### 4.39.51 HOSE BED HOSE RESTRAINT

 The hose in the hose bed will be restrained by a black nylon Velcro® strap, or equal, at the top of the hosebed. At the rear of the hose bed, 2.00" black nylon webbing with a 1.50" x 4.00" box pattern will attach at the top rear outside corners with seat belt buckle fasteners. The webbing will have straps connected with seat belt buckle fasteners located at the rear body sheet below the hose bed.

#### 4.39.52 REAR WALL, SMOOTH ALUMINUM/BODY MATERIAL

- The rear facing surfaces of the center rear wall will be smooth aluminum.
- The bulkheads, the surface to the rear of the side body compartments, will be smooth and the same material as the body.
- Any inboard facing surfaces below the height of the hosebed will be aluminum diamondplate.

#### 4.39.53 TOW EYES (REAR)

Two (2) tow eyes will be installed below the rear bumper or tailboard. The tow eyes will be properly
reinforced so that the truck can be pulled from either eye.

#### 4.39.54 COMPARTMENTATION

- The body and compartments will be fabricated of .125", 5052-H32 aluminum. The body will have a welded construction and a huck-bolted steel substructure.
- Fender liners will be provided for prevention of rust pockets and ease of maintenance.
- Compartment flooring will be of the sweep out design with the floor higher than the compartment door lip.
- The compartment door opening will be framed by flanging the edges in 1.50".
- Drip protection will be provided above the doors by means of bright aluminum extrusion, formed bright aluminum treadplate or polished stainless steel.
- The front facing compartment walls will be covered with bright aluminum treadplate.
- All screws and bolts which protrude into a compartment will have acorn nuts on the ends to prevent injury.

#### 4.39.55 UNDERBODY SUPPORT SYSTEM

- Due to the severe loading requirements of this pumper a method of body and compartment support suitable for the intended load will be provided.
- The backbone of the support system will be the chassis frame rails which is the strongest component of the chassis and is designed for sustaining maximum loads.

#### 4.39.56 AGGRESSIVE WALKING SURFACE

All exterior surfaces designated as stepping, standing, and walking areas will comply with the required average slip resistance of the current NFPA standards.

#### 4.39.57 VENTILATION

All body compartments will have a method of ventilation provided either by louvers stamped into a wall or another method to allow the compartments to aerate. The ventilation design will provide the proper airflow inside the compartments and prevent water from dripping into the compartment.

#### 4.39.58 LEFT SIDE COMPARTMENTATION

- A full height, roll-up door compartment ahead of the rear wheels will be provided. This compartment will contain the pump operator's panel and controls. Behind the pump panel (between the chassis frame rails) within this compartment will be the pump, plumbing and associated fire suppression equipment. Also contained within this compartment will be the pre-connected speedlays as defined elsewhere in this proposal if this truck is so equipped.
- This compartment will be reserved exclusively the pump controls and intake and discharge connections and will not contain any shelving, sliding trays or other equipment.
- The clear door opening of this compartment will be 37.25" wide x 47.25" high.
- Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.
- A roll-up door compartment over the rear wheels will be provided. The interior dimensions of this
  compartment will be 57.00" wide x 40.00" high x 21.50" deep. The height of the compartment will be
  measured from compartment floor to the bottom edge of the door roll. The depth of the compartment
  will be calculated with the compartment door closed. The clear door opening of this compartment will
  be 54.25" wide x 30.12" high.

- Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.
- A full height, roll-up door compartment behind the rear wheels will be provided. The interior dimensions of this compartment will be 38.00" wide x 56.00" high x 21.50" deep. The height of the compartment will be measured from compartment floor to the bottom edge of the door roll. The depth of the compartment will be calculated with the compartment door closed. The compartment interior will be fully open from the compartment ceiling to the compartment floor and designed so that no permanent dividers are required between the upper and lower sections. The clear door opening of this compartment will be 35.25" wide x 47.25" high.
- Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

#### 4.39.59 RIGHT SIDE COMPARTMENTATION

- A full height, roll-up door compartment ahead of the rear wheels will be provided. This compartment will contain the right side pump panel and intake and discharge connections. Also contained within this compartment will be the right side access to the pre-connected speedlays as defined elsewhere in this proposal if this truck is so equipped.
- This compartment will be reserved exclusively the pump and intake and discharge connections and will
  not contain any shelving, sliding trays or other equipment.
- The clear door opening of this compartment will be 37.25" wide x 47.25" high.
- Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.
- A roll-up door compartment over the rear wheels will be provided. The interior dimensions of this compartment will be 57.00" wide x 40.00" high x 21.50" deep. The height of the compartment will be measured from compartment floor to the bottom edge of the door roll. The depth of the compartment will be calculated with the compartment door closed. The clear door opening of this compartment will be 54.25" wide x 30.12" high.
- Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.
- A full height, roll-up door compartment behind the rear wheels will be provided. The interior dimensions of this compartment will be 38.00" wide x 56.00" high x 21.50" deep. The height of the compartment will be measured from compartment floor to the bottom edge of the door roll. The depth of the compartment will be calculated with the compartment door closed. The compartment interior will be fully open from the compartment ceiling to the compartment floor and designed so that no permanent dividers are required between the upper and lower sections. The clear door opening of this compartment will be 35.25" wide x 47.25" high.
- Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

#### 4.39.60 COMPARTMENTATION, REAR

- A roll-up door compartment at the rear will be provided. The interior dimensions of this compartment will be 46.00" wide x 34.00" high x 29.00" deep. The height of the compartment will be measured from compartment floor to the top of the compartment. The depth of the compartment will be calculated with the compartment door closed. The clear door opening of this compartment will be 43.25" wide x 21.12" high.
- Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

#### 4.39.61 ROLL-UP DOORS, SIDE AND REAR COMPARTMENTS

- There will be seven (7) compartment doors installed on the side and rear compartments. The doors will be double faced aluminum construction, painted one (1) color to match the lower portion of the body and manufactured by AMDOR<sup>™</sup> brand, or equal, roll-up doors.
- Door(s) will be constructed using 1.00" extruded double wall aluminum slats which will feature a flat smooth interior surface to provide maximum protection against equipment hang-up. The slats will be

connected with a structural driven ball and socket hinge designed to provide maximum curtain diaphragm strength. Mounting and adjusting the curtain will be done with a clip system that connects the curtain to the balancer drum allowing for easy tension adjustment without tools. The slats will be mounted in reusable slat shoes with positive snap-lock securement.

- Each slat will incorporate weather tight recessed dual durometer seals. One (1) fin will be designed to locate the seal within the extrusion. The second will serve as a wiping seal which will also allow for compression to prevent water ingression.
- The doors will be mounted in a one (1)-piece aluminum side frame with recessed side seals to minimize seal damage during equipment deployment. All seals including side frames, top gutters and bottom panel are shall be manufactured utilizing non-marring materials.
- Bottom panel flange of roll-up door will be equipped with two (2) cut-outs to allow for easier access with gloved hands.
- A polished stainless steel lift bar shall be provided for each roll-up door. The lift bar will be located at the bottom of door with striker latches installed at the base of the side frames. Side frame mounted door strikers will include support beneath the stainless steel lift bar to prevent door curtain bounce, improve bottom seal life expectancy and to avoid false door ajar signals.
- All injection molded roll-up door wear components will be constructed of Type 6 nylon.
- Each roll-up door will have a 3.00 inch diameter balancer/tensioned drum to assist in lifting the door. A
  garage door style will not be acceptable.
- The header for the roll-up door assembly will not exceed 4.00", however wider-than-standard frame flanges will be utilized.
- A heavy-duty magnetic switch will be used for control of open compartment door warning lights.

#### 4.39.62 COMPARTMENT LIGHTING

- There will be seven (7) compartment(s) with two (2) white 12 volt DC LED compartment light strips. The
  dual light strips will be centered vertically along each side of the door framing. There will be two (2)
  light strips per compartment. The dual light strips will be in all body compartment(s).
- Any remaining compartments without light strips will have a 6.00" diameter Truck-Lite, Model: 79384, or equal, light. Each light will have a number 1076 one filament, two wire bulb.
- Opening the compartment door will automatically turn the compartment lighting on.

#### 4.39.63 MOUNTING TRACKS

There will be seven (7) sets of tracks for mounting shelf(s) in LS1, LS2, RS1, RS2 and RS3. These
tracks will be installed vertically to support the adjustable shelf(s), and will be full height of the
compartment. The tracks will be painted to match the compartment interior.

#### 4.39.64 ADJUSTABLE SHELVES

- There will be seven (7) shelves with a capacity of 500 lb provided. The shelf construction will consist of .188" aluminum with 2.00" sides. Each shelf will be painted spatter gray. Each shelf will be infinitely adjustable by means of a threaded fastener, which slides in a track.
- The shelves will be held in place by .12" thick stamped plated brackets and bolts.

#### 4.39.65 SLIDE-OUT FLOOR MOUNTED TRAY

- There will be three (3) floor mounted slide-out tray with 2.00" sides provided tbd. Each tray will be rated for up to 200lb in the extended position. The tray(s) will be constructed of a minimum .13" aluminum painted spatter gray.
- Slides will be equipped with ball bearings for ease of operation and years of dependable service. The slides will be located on the sides of the tray so that the tray can be located as close to the compartment floor as possible.
- Automatic locks will be provided for both the "in" and "out" positions. The trip mechanism for the locks will
  be located at the front of the tray for ease of use with a gloved hand.

- 4.39.66 RUB RAIL THE BOTTOM EDGE OF THE BODY PANEL WILL HAVE A 2.00" HIGH RUBBER RUB RAIL THE LENGTH OF THE BODY FOR PROTECTION.
- 4.39.67 BODY FENDER CROWNS BLACK RUBBER FENDER CROWNS WILL BE PROVIDED AROUND THE REAR WHEEL OPENINGS.

#### 4.39.68 FENDER PANEL STORAGE COMPARTMENT

- A fender panel storage compartment will be provided. A quantity of two (2) will be provided and located on the left and right fender panel, ahead of the rear wheels.
- Each compartment will be a bolt-in style, and the interior of this compartment will remain unpainted.
- The interior dimensions will be 15.00" wide x 15.00" high x 26.00" deep.
- An LED light will be provided in this compartment.
- A vertically hinged single pan door constructed of polished stainless steel with a Southco raised trigger C2 chrome lever latch will be provided.
- The clear door opening will be 14.50" wide x 14.50" high.
- The interior dimensions shall be 15.00" wide x 15.00" high x 26.00" deep.
- An LED light shall be provided in this compartment.
- A vertically hinged single pan door constructed of polished stainless steel with a Southco raised trigger C2 chrome lever latch shall be provided.
- The clear door opening shall be 14.50" wide x 14.50" high.

4.39.69 REAR FOLDING STEPS

Bright finished, non-skid folding steps with a black coating will be provided at the rear. Each step will
incorporate an LED light to illuminate the stepping surface. The steps can be used as a hand hold
with two openings wide enough for a gloved hand.

#### 4.39.70 PUMP

- Fire pump will be a Waterous CXC20, or equal, 1250 gpm, single (1) stage centrifugal type. The pump will be an end suction, pedestal mount, single inlet type.
- Pump will be the class "A" type.
- Pump will deliver the percentage of rated discharge at pressures indicated below:
   4.40 100% of rated capacity at 150 psi net pump pressure.
- -70% of rated capacity at 200 psi net pump pressure.
- -50% of rated capacity at 250 psi net pump pressure.
- Pump body will be close-grained gray iron, bronze fitted.
- Impeller shaft will be stainless steel, accurately ground to size. It will be supported by oil or grease lubricated, anti-friction ball bearings for rigid precise support.
- Bearings will be protected from water and sediment by suitable stuffing boxes, slinger rings, and oil seals.
   No special or sleeve type bearings will be used.
- Pump will be equipped with a self-adjusting, maintenance-free, mechanical shaft seal.
- The mechanical seal will consist of a flat, highly polished, spring fed carbon ring that rotates with the impeller shaft. The carbon ring will press against a highly polished stainless steel stationary ring that is sealed within the pump body.
- 5 In addition, a throttling ring will be pressed into the steel chamber cover, providing a very small clearance around the rotating shaft in the event of a mechanical seal failure. The pump performance will not deteriorate, nor will the pump lose prime, while drafting if the seal fails during pump operation.
- 6 Wear rings will be bronze and easily replaceable to restore original pump efficiency and eliminate the need to replace the entire pump casing due to wear.

#### 4.39.71 PUMP TRANSMISSION

The pump transmission will be made of a three (3) piece, aluminum, horizontally split casing. Power transfer to pump will be through a high strength Morse HY-VO silent drive chain. By the use of a chain rather than gears, 50% of the sprocket will be accepting or transmitting torque, compared to two (2) or three (3) teeth doing all the work.

 Drive shafts will be 2.35" diameter hardened and ground alloy steel and supported by ball bearings. The case will be designed to eliminate the need for water cooling.

#### 4.39.72 PUMPING MODE

An interlock system will be provided to ensure that the pump drive system components are properly engaged so that the apparatus can be safely operated. The interlock system will be designed to allow stationary pumping only.

#### 4.39.73 PUMP SHIFT

- An air controlled pump shift will be provided inside the cab for engagement of the water pump. The shift
  will include the indicator lights as mandated by NFPA.
- The pump shift will be interlocked to prevent the pump from being shifted out of gear when the chassis transmission is in gear to meet NFPA requirements.
- The pump shift control in the cab will be illuminated to meet NFPA requirements.

#### 4.39.74 AIR COMPRESSOR - PUMP SHIFT

- Since the mini pumper chassis does not have a chassis air system, an alternate air system will be
  provided. This system will include a 12-volt Kussmaul, model 091-9, or equal, air compressor and
  small capacity tank. The compressor and tank will be installed in a location that does not interfere with
  other equipment.
- The compressor will maintain air system pressure. A pressure switch will sense when the system
  pressure drops and automatically start the compressor, (providing the battery switch is "on") which
  then will run until pressure is restored.

#### 4.39.75 TRANSMISSION LOCK-UP

- The direct gear transmission lock-up for the fire pump operation will engage automatically when the pump shift control, in the cab, is activated.

#### 4.39.76 AUXILIARY COOLING SYSTEM

A supplementary heat exchange cooling system will be provided to allow the use of water from the discharge side of the pump for cooling the engine water. The heat exchanger will be cylindrical type and will be a separate unit. The heat exchanger will be installed in the pump or engine compartment with the control located on the pump operator's control panel. Exchanger will be plumbed to the master drain valve.

#### 4.39.77 INTAKE RELIEF VALVE

- A Task Force Tips A18 series, or equal, relief valve will be installed on the suction side of the pump preset at 125 psig.
- The relief valve will have a working range of 90 psi to 300 psi.
- The pressure relief valve control will be located behind an access door at the right side pump panel.
- The outlet will terminate below the frame rails with a 2.50" National Standard hose thread adapter and will have a "do not cap" warning tag.

#### 4.39.78 PRESSURE CONTROLLER

- A Pierce Pump Boss Model PBA300, or equal, pressure governor will be provided.
- A pressure transducer will be installed in the water discharge manifold on the pump.
- The display panel will be located at the pump operator's panel.

#### 4.39.79 PRIMER SYSTEM

- A Waterous electric pump priming system conforming to standards outlined in the current edition of NFPA 1901 will be furnished with the apparatus.
- One (1) VPO electric motor driven rotary vane primer will be provided.
- One (1) VAP vacuum activated priming valve will be plumbed main pump.
- One (1) momentary push-button control will be located at the pump operator's panel.

The push button control system control will operate an electric priming motor and the priming valve will automatically open during priming and close when the primer is deactivated.

# 4.39.80 PUMP MANUALS

 There will be a total of two (2) pump manuals provided by the pump manufacturer and furnished with the apparatus. The manuals will be provided by the pump manufacturer in the form of two (2) electronic copies. Each manual will cover pump operation, maintenance, and parts.

# 4.39.81 PLUMBING, STAINLESS STEEL AND HOSE

- All inlet and outlet lines will be plumbed with either stainless steel pipe, flexible polypropylene tubing or synthetic rubber hose reinforced with hi-tensile polyester braid. All hose's will be equipped with brass or stainless steel couplings. All stainless steel hard plumbing will be a minimum of a schedule 10 wall thickness.
- Where vibration or chassis flexing may damage or loosen piping or where a coupling is required for servicing, the piping will be equipped with victaulic or rubber couplings.
- Plumbing manifold bodies will be ductile cast iron or stainless steel.
- All piping lines shall be drained through a master drain valve or will be equipped with individual drain valves. All drain lines will be extended with a hose to drain below the chassis frame.
- All water carrying gauge lines will be of flexible polypropylene tubing.
- All piping, hose and fittings will have a minimum of a 500 PSI hydrodynamic pressure rating.

# 4.39.82 FOAM SYSTEM PLUMBING

 All piping that is in contact with the foam concentrate or foam/water solution will be stainless steel. The fittings will be stainless steel or brass. Cast iron pump manifolds will be allowed.

# 4.39.83 MAIN PUMP INLETS

 A 6.00" pump manifold inlet will be provided on each side of the vehicle. The suction inlets will include removable die cast zinc screens that are designed to provide cathodic protection for the pump, thus reducing corrosion in the pump.

#### 4.39.84 MAIN PUMP INLET CAP

- The main pump inlets will have National Standard Threads with a long handle chrome cap.
- The cap will be the Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

#### 4.39.85 VALVES

- All ball valves will be Akron® Brass, or equal. The Akron valves will be the 8000 series heavy-duty style with a stainless steel ball and a simple two-seat design. No lubrication or regular maintenance is required on the valve.
- Valves will have a minimum ten (10) year warranty.

# 4.39.86 LEFT SIDE INLET

- There will be one (1) auxiliary inlet with a 2.50" valve at the left side pump panel, terminating with a 2.50"
   (F) National Standard hose thread adapter.
- The auxiliary inlet will be provided with a strainer, chrome swivel and plug.
- The location of the valve for the one (1) inlet will be recessed behind the pump panel.

## 4.39.87 INLET CONTROL

The side auxiliary inlet(s) will incorporate a quarter-turn ball valve with the control located at the inlet valve. The valve operating mechanism will indicate the position of the valve.

#### 4.39.88 INLET BLEEDER VALVE

A 0.75" bleeder valve will be provided for each side gated inlet. The valves will be located behind the panel with a swing style handle control extended to the outside of the panel. The handles will be chrome plated and provide a visual indication of valve position. The swing handle will provide an

ergonomic position for operating the valve without twisting the wrist and provides excellent leverage. The water discharged by the bleeders will be routed below the chassis frame rails.

## 4.39.89 TANK TO PUMP

- The booster tank will be connected to the intake side of the pump with 3.00" heavy duty piping and a quarter turn 3.00" full flow line valve with the control remotely located at the operator's panel. The tank to pump line will run from the inlet manifold into a designated port on the bottom of the water tank. A rubber coupling will be included in this line to prevent damage from vibration or chassis flexing.
- A check valve will be provided in the tank to pump supply line to prevent the possibility of "back filling" the water tank.

#### 4.39.90 TANK FILL

 A 1.50" combination tank refill and pump re-circulation line will be provided, using a quarter-turn full flow ball valve controlled from the pump operator's panel.

## 4.39.91 LEFT SIDE DISCHARGE OUTLETS

There will be two (2) discharge outlets with a 2.50" valve on the left side of the apparatus, terminating with a 2.50" (M) National Standard hose thread adapter.

# 4.39.92 RIGHT SIDE DISCHARGE OUTLETS

There will be one (1) discharge outlet with a 2.50" valve on the right side of the apparatus, terminating with a (M) 2.50" National Standard hose thread adapter.

# 4.39.93 LARGE DIAMETER DISCHARGE OUTLET

There will be a 4.00" discharge outlet with a 3.00" ball valve installed on the right side of the apparatus, terminating with male a 4.00" (M) National Standard hose thread adapter. This discharge outlet will be controlled at the pump operator's panel.

#### 4.39.94 REAR DISCHARGE OUTLET THROUGH HOSE BED

- There will be one (1) discharge outlet piped through the hose bed, to the rear on the right side. Plumbing will consist of 2.50" piping along with a 2.50" full flow ball valve with the control from the pump operator's panel.
- The plumbing will be routed into the cargo area above the pump, through the front sheet and to the rear along the lower corner of the hose bed, above the hose bed grating. The plumbing within the hose bed will be covered with smooth aluminum to prevent contact with hose in the bed. The plumbing will terminate at the rear of the hose bed so proper clearance is provided for spanner wrenches, elbows and adapters.

#### 4.39.95 DISCHARGECAPS/ INLET PLUGS

- Chrome plated, rocker lug, caps with vinyl covered cables will be furnished for all discharge outlets 1.00" thru 3.00" in size, besides the pre-connected hose outlets.
- Chrome plated, rocker lug, plugs with vinyl covered cables will be furnished for all auxiliary inlets 1.00" thru 3.00" in size.
- The caps and plugs will incorporate a thread design to automatically relieve stored pressure in the line when disconnected (no exception).

# 4.39.96 RIGHT SIDE OUTLET ELBOWS

- The 2.50" discharge outlets located on the right side pump panel will be furnished with a 2.50" (F) National Standard hose thread x 2.50" (M) National Standard hose thread, chrome plated, 45 degree elbow.
- The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

# 4.39.97 REAR OUTLET ELBOWS

 The 2.50" discharge outlets located at the rear of the apparatus will be furnished with a 2.50" (F) National Standard hose thread x 2.50" (M) National Standard hose thread, chrome plated, 45 degree elbow. The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

# 4.39.98 LARGE DIAMETER OUTLET ELBOWS

The 4.00" outlet will be furnished with a 4.00" (F) National Standard hose thread x 5.00" Storz elbow adapter with Storz cap. The NST end on the elbow will swivel until tightened to stay in determined positions. One (1) 5.00" Storz cap with cable will be provided.

# 4.39.99 DISCHARGE OUTLET CONTROLS - VERTICAL SWING

- The discharge outlets will incorporate a quarter-turn ball valve with the control located at the pump operator's panel.
- Manual controls will be easy moving 8" long lever style controls that operate in a vertical, up and down swing motion.
- The valve handle will indicate the position of the valve or an indicator will be provided to show when the valve is closed.

#### 4.39.100 SPEEDLAYS WITH POLY TRAY

- Within the pump module compartment will be two (2) 1.75" speedlay hose beds. Each speedlay will be capable of carrying 200 feet of 1.75" double jacketed pre-connected hose. The speedlays will be located one above the other toward the rear of the pump module.
- Each bed will be plumbed with 2.00" plumbing and have a 2.00" quarter-turn ball valve. They will
  terminate with a 1.50" National Standard hose thread 90 degree swivel. The swivel will be located at
  the top of the speedlay compartment to allow easy removal of the hose in either direction, and the
  removal and installation of the speedlay trays.
- Individual valve controls for the speedlays will be at the pump operator's panel.
- A removable poly tray will be provided for each speedlay hosebed. The poly tray will have two (2) hand holes for easy removal from the compartment. The bottom of the speedlay compartments will be lined with stainless steel. The floor of the trays will be perforated to allow for drainage and hose drying.

# 4.39.101 HUSKY 3, OR EQUAL, FOAM PROPORTIONER

A Pierce Husky® 3, or equal, foam proportioning system will be provided. The Husky 3 is an on demand, automatic proportioning, single point, direct injection system suitable for all types of Class "A" & "B" foam concentrates, including the high viscosity (6000 cps), alcohol resistant Class B foams. Operation will be based on direct measurement of water flow, and remain consistent within the specified flows and pressures. The system will automatically proportion foam solution at rates from 0.1% to 3.0% regardless of variations in water pressure and flow, up to the maximum rated capacity of the foam concentrate pump.

#### 4.39.102 Hydraulic Drive System

 The foam concentrate pump will be powered by an electric over hydraulic drive system. The hydraulic system and motor will be integrated into one unit.

# 4.39.103 Foam Concentrate Pump

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- The foam concentrate pump will be of positive displacement, self-priming; linear actuated design, driven by the hydraulic system. The pump will be constructed of brass body; chrome plated stainless steel shaft, with a stainless steel piston. In order to increase longevity of the pump, no aluminum will be present in its construction.
- A relief system will be provided which is designed to protect the drive system components and prevent over pressuring the foam concentrate pump
- The foam concentrate pump will have minimum capacity for 3 gpm with all types of foam concentrates with a viscosity at or below 6000 cps including protein, fluoroprotein, AFFF, FFFP, or AR-AFFF. The system will deliver only the amount of foam concentrate flow required, without recirculating foam back to the storage tank. Recirculating foam concentrate back to the storage tank can cause agitation and premature foaming of the concentrate, which can result in system failure. The foam concentrate pump

will be self-priming and have the ability to draw foam concentrate from external supplies such as drums or pails.

# 4.39.104 External Foam Concentrate Connection

An external foam pick-up will be provided to enable use of a foam agent that is not stored on the vehicle. The external foam pick-up will be designed to allow continued operation after the on-board foam tank is empty, or the use of foam different than the foam in the foam tank.

# 4.39.105 Panel Mounted External Pick-Up Connection / Valve

A bronze three-way valve will be provided. The unit will be mounted to the pump panel. The valve unit will function as the foam system tank to pump valve and external suction valve. The external foam pick-up will be one (1) - 3/4" male connection GHT (garden hose thread) with a cap.

#### 4.39.106 Pick-Up Hose

A 3/4" flexible hose with an end for insertion into foam containers will be provided. The hose will be supplied with a 3/4" female swivel GHT (garden hose thread) thread swivel connector. The hose will be shipped loose.

#### Discharges

The foam system will be plumbed to a separate discharge manifold. All the outlets connected to this manifold will be foam capable. The manifold will have a capacity for four (4) outlets, and only a combination of the following four (4) discharges (as selected), will be foam capable: both speedlays, front bumper outlet, hose reel, front or rear of hose bed 2.50" discharge. (The selected discharges themselves are defined elsewhere in this proposal.)

# 4.39.107 SYSTEM ELECTRICAL LOAD

- The Maximum current draw of the electric motor and system will be no more than 55 amperes at 12 VDC.

#### 4.39.108 SINGLE FOAM TANK REFILL

The foam system's proportioning pump will be used to fill the foam tank. This will allow use of the auxiliary foam pick-up to pump the foam from pails or a drum on the ground into the foam tank. A foam shut-off switch will be installed in the fill dome of the tank to shut the system down when the tank is full. The fill operation will be controlled by a mode in the foam system controller. While the proportioner pump is filling the tank, the controller will display a flashing yellow LED to indicate that the tank is filling. When the tank is full, as determined by the float switch in the tank dome, the pump will stop and the controller will shut the yellow LED off. If it attempted to use tank fill and the refill valve and suction valve are in the wrong position(s), then a red LED will illuminate to indicate the improper valve position(s). When the valves are positioned properly, then filling will commence.

# 4.39.109 FOAM TANK

The foam tank will be an integral portion of the polypropylene water tank. The cell will have a capacity of 20 gallons of foam with the intended use of Class A foam. The foam cell will reduce the capacity of the water tank. The foam cell will have a screen in the fill dome and a breather in the lid.

#### 4.39.110 FOAM TANK DRAIN

 The foam tank drain will be a 1.00" quarter turn drain valve located inside the pump/plumbing compartment.

# 4.39.111 PUMP COMPARTMENT

- The main water pump will be installed between the chassis frame rails at the front of the body.
- The pump operator's position will be on the left side of the apparatus at the front compartment.
- The pump compartment will be an integral structure with the apparatus body as defined elsewhere in this
  proposal.
- A recessed cargo area will be provided at the front of the body, ahead of the water tank above the pump and plumbing.

# 4.39.112 PUMP CONTROLS (Side Control)

- Pump controls and gauges will be properly identified.
- The layout of the pump control panel will be ergonomically efficient and systematically organized. The upper section will contain the master gauges.
- The pressure control device, engine monitoring gauges, electrical switches, and foam or other controls (if applicable) will be located on or adjacent to the center panel for clear visibility. The lower section will contain the outlet drains.
- Bright finish bezels will encompass the openings for valve control mechanisms. They will be securely
  mounted to the pump operator's panel, and will incorporate the discharge gauge bezel. Bezels will be
  bolted to the panel for easy removal and gauge service.
- Identification tags for the discharge controls will be recessed within the same bezel. The discharge identification tags will be color coded, with each discharge having its own unique color. All discharge outlets will be color coded and labeled to correspond with the discharge identification tag.
- All remaining identification tags will be mounted on the pump panel in chrome-plated bezels.
- GENERAL PURPOSE TRAY
- A general use tray will be provided within the pump compartment. The purpose of the tray is to contain miscellaneous tools or equipment, but will not be designed for any specific purpose or equipment.
- It will be recessed in the floor below the pump operator's panel. It will be designed to fit the available space in length and width and be constructed from aluminum. No cover will be provided.
- Rubber matting will be installed on the floor of the tray to provide proper ventilation and drainage. Drain holes will allow any accumulated water to escape.

# 4.39.113 PUMP PANEL CONFIGURATION

- The pump panel configuration will be neat and orderly.

# 4.39.114 PUMP AND GAUGE PANEL

- The pump and gauge panels will be constructed of stainless steel with a brushed finish.
- The right side pump panel will be removable and fastened with swell type fasteners.

# 4.39.115 PUMP COMPARTMENT LIGHT

- A compartment light will be provided inside the pump enclosure.
- 4.39.116 PUMP PANEL GAUGES AND CONTROLS
  - The following will be provided on the pump panels in the FRC IN Control Pressure Governor system
  - Engine Oil Pressure Gauge: LED bar graph display
  - Engine Water Temperature Gauge: LED bar graph display
  - Tachometer: over 1/2" high LED digits
  - Master Pump Drain Control
  - Voltmeter: LED bar graph display

# 4.39.117 OK TO PUMP INDICATOR LIGHT

 There will be a green indicator light installed on the pump operators panel that is activated when the pump is in Ok To Pump mode.

# 4.39.118 VACUUM AND PRESSURE GAUGES

- The pump vacuum and pressure gauges will be liquid filled and manufactured by Class 1 Incorporated ©.
- The gauges will be a minimum of 4.00" in diameter and will have white faces with black lettering, with a
  pressure range of 30.00"-0-600#.
- Gauge construction will include a Zytel nylon case with adhesive mounting gasket and threaded retaining nut.
- The pump pressure and vacuum gauges will be installed adjacent to each other at the pump operator's control panel.
- Test port connections will be provided at the pump operator's panel. One will be connected to the intake side of the pump, and the other to the discharge manifold of the pump. They will have 0.25 in.

standard pipe thread connections and non-corrosive polished stainless steel or brass plugs. They will be marked with a label.

- This gauge will include a 10 year warranty against leakage, pointer defect, and defective bourdon tube.

# 4.39.119 PRESSURE GAUGES

- The individual "line" pressure gauges for the discharges will be Class 1©, or equal, interlube filled.
- They will be a minimum of 2.00" in diameter and have white faces with black lettering.
- Gauge construction will include a Zytel, or equal, nylon case with adhesive mounting gasket and threaded retaining nut.
- Gauges will have a pressure range of 30"-0-400#.
- The individual pressure gauge will be installed as close to the outlet control as practical.
- This gauge will include a 10 year warranty against leakage, pointer defect, and defective bourdon tube.

# 4.39.120 WATER LEVEL GAUGE

- An electronic water level gauge will be provided on the operator's panel, that registers water level by means of five colored LED lights. The lights will be durable, ultra-bright five LED design viewable through 180 degrees. The water level indicators will be as follows:
- 100% = Green
- 75% = Yellow
- 50% = Yellow
- 25% = Yellow
- Refill = Red
- The light will flash when the level drops below the given level indicator to provide an eighth of a tank indication. To further alert the pump operator, the lights will flash sequentially when the water tank is empty.
- The level measurement will be based on the sensing of head pressure of the fluid in the tank.
  - The display will be constructed of a solid plastic material with a chrome plated die cast bezel to reduce vibrations that can cause broken wires and loose electronic components. The encapsulated design will provide complete protection from water and environmental elements. An industrial pressure transducer will be mounted to the outside of the tank. The field calibratable display measures head pressure to accurately show the tank level.

#### 4.39.121 FOAM LEVEL GAUGE

- An electronic foam level gauge will be provided on the operator's panel that registers foam level by means of five (5) colored LED lights. The lights will be durable, ultra-bright five (5) LED design viewable through 180 degrees. The foam level indicators will be as follows:
- 100 percent = Green
- 75 percent = Yellow
- 50 percent = Yellow
- 25 percent = Yellow
- Refill = Red
- The light will flash when the level drops below the given level indicator to provide an eighth of a tank
  indication. To further alert the pump operator, the lights will flash sequentially when the foam tank is
  empty.
- The level measurement will be based on the sensing of head pressure of the fluid in the tank.
- The display will be constructed of a solid plastic material with a chrome plated die cast bezel to reduce vibrations that can cause broken wires and loose electronic components. The encapsulated design will provide complete protection from foam and environmental elements. An industrial pressure transducer will be mounted to the outside of the tank. The display will be able to be calibrated in the field and will measure head pressure to accurately show the tank level.

# 4.39.122 PUMP CONTROL LIGHTING

Illumination will be provided for pump controls, switches, essential instructions, gauges, and instruments necessary for the operation of the apparatus and the equipment provided on it. External illumination

will be a minimum of five (5) foot-candles on the face of the device. Internal illumination will be a minimum of four (4) footlamberts.

- Lights will be installed in a protected area. The lights will come on when the pump compartment door is opened.
- A green pump engaged indicator will come on at the operator's panel when the pump is shifted into gear from inside the cab.

# 4.39.123 ELECTRONIC SIREN

- A Whelen®, Model 295SLSA1, or equal, electronic siren with noise canceling microphone will be provided.
- This siren shall be active when the battery switch is on and that emergency master switch is on.
- Siren head will be located on the console.
- The electronic siren will be controlled on the siren head only. No horn button or foot switches will be provided.

#### 4.39.124 SPEAKER

- There will be one (2) speaker provided. Each speaker will be a Whelen model SA315P, or equal, black nylon composite, 100-watt, with through bumper mounting brackets. Each speaker will be connected to the siren amplifier.
- The speaker(s) will be mounted behind an opening in the front bumper on the center.

#### 4.39.125 LIGHTBAR, CAB ROOF

- One (1) 56.00" Whelen, Justice, or equal, LED lightbar will be mounted on the cab roof.
- This lightbar will include the following:
- Four (4) red flashing CON3 LED modules facing forward.
- Two (2) white flashing CON3 LED modules facing forward.
- Two (2) red flashing LIN6 LED modules one (1) in each front corner.
- Two (2) red flashing LIN6 LED modules, one (1) in each rear corner.
- All lenses will be clear.
- One (1) switch located on a switch panel in the cab will control this lightbar.
- To meet NFPA requirements, all white warning lights will be disabled when the parking brake is applied.

#### 4.39.126 WARNING LIGHTS

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- Two pair of surface mounted Whelen model RSR02ZCR, LIN3 Super LED flashing lights will be provided on the grille.
- The color of these lights will be (1) pair red and (1) pair white with one red light and one white light located on each side of the front grille. Both pair of lights will have clear lenses.
- A switch will be provided inside the cab on the switch panel for actuation.
- These lights will be installed with a plastic, chrome-plated flange.

# 4.39.127 SIDE ZONE LOWER LIGHTING

- There will be four (4) Whelen® Model M4\*C, or equal, flashing LED warning lights with chrome trim installed per the following:
- Two (2) lights, one (1) each side on the engine hood under 62.00". The side front lights shall be red.
- Two (2) lights, side rear lights shall be red. The side rear lights shall be red.
- The lights will include clear lenses.
- There will be a switch in the cab on the switch panel to control the lights.

## 4.39.128 SIDE WARNING LIGHTS

- There will be two (2) Whelen, Model M6\*C, or equal, LED flashing warning light(s) with bezel(s) provided front corners of hatch to match the rear zone upper.
- The color of the lights will be red.
- All of these lights will include a clear lens.
- These lights will be activated with the Side Zone Lower warning lights.

## 4.39.129 REAR ZONE LOWER LIGHTING

- There shall be two (2) Whelen®, Model M6\*C, or equal, LED flashing warning lights located at the rear of the apparatus.
- The driver's side rear light shall be red
- The passenger's side rear light shall be red
- Both lights will include a lens that is clear.
- There will be a switch located in the cab on the switch panel to control the lights.

#### 4.39.130 WARNING LIGHTS (REAR AND SIDE UPPER ZONES)

- Four (4) Whelen, model M6\*C, or equal, LED flashing warning lights will be provided at the rear of the apparatus.
- The side rear upper light(s) on the driver's side shall be red.
- The rear upper light(s) on the driver's side shall be red.
- The rear upper light(s) on the passenger's side shall be red.
- The side rear upper light(s) on the passenger's side shall be red.
- These lights will include a lens that is clear.
- These lights will be provided with a flange.
- There will be a switch located in the cab on the switch panel to control the lights.

#### 4.39.131 REAR WARNING LIGHT BRACKETS, NOT REQUIRED

The rear warning light brackets are not required. The rear warning lights will be mounted on other approved mounting surfaces.

# 4.39.132 PAINT PROCESS

- The exterior custom cab and/or body painting procedure will consist of a seven (7) step finishing process.
   A commercial chassis paint process will follow similar processes as determined by the chassis manufacturer. The following procedure must be used by manufacturer:
- Manual Surface Preparation All exposed metal surfaces on the custom cab and body will be thoroughly cleaned and prepared for painting. Imperfections on the exterior surfaces will be removed and sanded to a smooth finish. Exterior seams will be sealed before painting. Exterior surfaces that will not be painted include; chrome plating, polished stainless steel, anodized aluminum and bright aluminum treadplate.
- Chemical Cleaning and Pretreatment All surfaces will be chemically cleaned to remove dirt, oil, grease, and metal oxides to ensure the subsequent coatings bond well. The aluminum surfaces will be properly cleaned and treated using a high pressure, high temperature 4 step Acid Etch process. The steel and stainless surfaces will be properly cleaned and treated using a high temperature 3 step process specifically designed for steel or stainless. The chemical treatment converts the metal surface to a passive condition to help prevent corrosion. A final pure water rinse will be applied to all metal surfaces.
- Surfacer Primer The Surfacer Primer will be applied to a chemically treated metal surface to provide a
  strong corrosion protective base coat. A minimum thickness of 2 mils of Surfacer Primer is applied to
  surfaces that require a critical aesthetic finish. The surfacer primer will be a two-component high
  solids urethane that has excellent sanding properties and an extra smooth finish when sanded.
- Finish Sanding The surfacer primer will be sanded with a fine grit abrasive to achieve an ultra-smooth finish. This sanding process is critical to produce the smooth mirror like finish in the topcoat.
- Sealer Primer The sealer primer is applied prior to the base coat in all areas that have not been
  previously primed with the surfacer primer. The sealer primer is a two-component high solids
  urethane that goes on smooth and provides excellent gloss hold out when top coated.
- Base coat Paint Two coats of a high performance, two component high solids polyurethane base coat will be applied. The Base coat will be applied to a thickness that will achieve the proper color match. The Base coat will be used in conjunction with a urethane clear coat to provide protection from the environment.
- Clear Coat Two (2) coats of clear coat will be applied over the base coat color. The clear coat is a twocomponent high solids urethane that provides superior gloss and durability to the exterior surfaces.

Lap style doors will be clear coated to match the body. Paint warranty for the roll-up doors will be provided by the roll-up door manufacturer.

- Our specifications are written to define cyclic corrosion testing, physical strengths, durability and minimum appearance requirements must be met in order for an exterior paint finish to be considered acceptable as a quality finish.
- Each batch of base coat color will be checked for a proper match before painting of the cab and the body. After the cab and body are painted, the color is verified again to make sure that it matches the color standard. Electronic color measuring equipment will be used to compare the color sample to the color standard entered into the computer. Color specifications are used to determine the color match. A Delta E reading will be used to determine a good color match within each family color.
- All removable items such as brackets, compartment doors, door hinges, and trim will be removed and separately if required, to ensure paint behind all mounted items. Body assemblies that cannot be finish painted after assembly will be finish painted before assembly.

# 4.39.133 PAINT - ENVIRONMENTAL IMPACT

- Contractor will meet or exceed all current State regulations concerning paint operations. Pollution control will include measures to protect the atmosphere, water and soil. Controls will include the following conditions:
- Topcoats and primers will be chrome and lead free.
- Metal treatment chemicals will be chrome free. The wastewater generated in the metal treatment process
  will be treated on-site to remove any other heavy metals.
- Particulate emission collection from sanding operations will have a 99.99% efficiency factor.
- Particulate emissions from painting operations will be collected by a dry filter or water wash process. If the dry filter is used, it will have an efficiency rating of 98.00%. Water wash systems will be 99.97% efficient
- Water from water wash booths will be reused. Solids will be removed on a continual basis to keep the water clean.
- Paint wastes will be disposed of in an environmentally safe manner.
- Empty metal paint containers will be recycled to recover the metal.
- Solvents used in clean-up operations will be recycled on-site or sent off-site for distillation and returned for reuse.
- Additionally, the finished apparatus will not be manufactured with or contain products that have ozone depleting substances. Pierce will, upon demand, present evidence that the manufacturing facility meets the above conditions and that it is in compliance with the state EPA rules and regulations.

#### 4.39.134 PAINT

 To ensure a perfect color match between the body and chassis, the apparatus manufacturer will also repaint the commercial chassis cab. The apparatus will be painted 90 red.

# 4.39.135 COMMERCIAL CHASSIS REPAINT

- In order to assure a perfect match between the chassis cab and the rest of the apparatus, or to provide the specified color not typically available from a commercial chassis manufacturer, the chassis cab will be repainted by the apparatus manufacturer.
- Since it is not practical to repaint certain areas of the cab such as the fire wall, radiator core support, or bottom of the cab, the best results will be obtained by ordering the commercial chassis painted a neutral color.

# 4.39.136 TWO-TONE CAB

The cab will be painted two-tone by the apparatus manufacturer. The top portion of the cab and hood will be painted to match Pierce #10 white to match the purchaser's photograph or design.

# 4.39.137 PAINT CHASSIS FRAME ASSEMBLY

 The chassis frame assembly shall be painted black by the chassis manufacturer. It shall remain the commercial grade finish as provided.

# 4.39.138 WHEEL PAINT

The wheels will be painted by Pierce to assure a color match to the main color of the cab. The exterior
visible areas of the wheel will be painted with the same processes and quality of materials used on the
apparatus exterior.

#### 4.39.139 COMPARTMENT INTERIOR PAINT

 The interior of all compartments will be painted with a gray spatter finish for ease of cleaning and to make it easier to touch up scratches and nicks.

#### 4.39.140 REFLECTIVE STRIPES

Three (3) reflective stripes will be provided across the front of the vehicle and along the sides of the body.
 The reflective band will consist of a 1.00" white stripe at the top with a 1.00" gap then a 6.00" white stripe with a 1.00" gap and a 1.00" white stripe on the bottom.

# 4.39.141 CHEVRON STRIPING ON THE FRONT BUMPER

- There will be alternating chevron striping located on the front bumper.
- The colors will be red and fluorescent yellow green diamond grade.
- The size of the striping will be 4.00".

# 4.39.142 REAR CHEVRON STRIPING

- There will be alternating chevron striping located on the rear-facing vertical surface of the apparatus. The rear surface, excluding the rear compartment door, will be covered.
- The colors will be red and fluorescent yellow green diamond grade.
- Each stripe will be 6.00" in width.
- This will meet the requirements of the current edition of NFPA 1901, which states that 50% of the rear surface will be covered with chevron striping.

# 4.39.143 REFLECTIVE STRIPE, CAB DOORS

- A reflective "chevron" stripe will be provided across the interior of each cab door. The colors will be alternating red (tomato red) and lime yellow diamond grade. The "chevron" stripe will be located approximately 1.00" up from the bottom.
- This stripe will meet the NFPA 1901 requirement.

#### 4.39.144 LETTERING

- Forty-one (41) to sixty (60) reflective lettering, 3.00" high, with outline and shade will be provided.

#### 4.39.145 EMBLEM

- There will be one (1) pair 13.00" high vinyl emblems provided and installed on each door.

# 4.39.146 GRAPHICS

 Remaining graphics as approved by San Antonio Fire Department at preconstruction conference will be provided and installed.

#### 4.39.147 MANUAL, BODY PARTS ONLY

- A custom parts manual for the Pierce® installed parts only will be provided in USB flash drive format with the completed unit.
- The manual will contain the following:
- Job number
- Part numbers with full descriptions
- Table of contents
- Parts section sorted in functional groups reflecting a major system, component, or assembly
- Parts section sorted in Alphabetical order
- Instructions on how to locate parts
- The manual will be specifically written for the body model being purchased. It will not be a generic manual for a multitude of different bodies.

# 4.39.148 SERVICE PARTS INTERNET SITE

The service parts information included in the manual shall also be available on the manufacturer's website; offer additional functions and features not contained in the manual, such as digital photographs and line drawings of select items; and also feature electronic search tools to assist in locating parts quickly.

## 4.39.149 MANUALS, SERVICE

- A USB flash drive format service manual supplement containing parts and service information on manufacturer installed components will be provided with the completed unit.
- The manual will be specifically written for the unit being purchased. It will not be a generic manual for a multitude of different units.

## 4.39.150 MANUAL, CHASSIS OPERATION

- One (1) chassis operation manual will be provided with the completed unit.

#### 4.39.151 VEHICLE STABILITY CERTIFICATION

 The fire apparatus manufacturer will provide a certification stating the apparatus complies with NFPA 1901, current edition, section 4.13, Vehicle Stability. The certification will be provided at the time of bid.

# 4.39.152 CAB INTEGRITY

- NFPA 1901, 2016 edition, Section 14.3.2 requires cabs on an apparatus with a GVWR greater than 26,000 lb meet the requirements of SAEJ2420, *COE Frontal Strength Evaluation Dynamic Loading Heavy Trucks* and SAEJ2422, *Cab Roof Strength Evaluation Quasi-Static Loading Heavy Trucks*, or ECE Regulation Number 29 *Uniform Provisions Concerning the Approval of Vehicles with Regard to the Protection of the Occupants of the Cab of a Commercial Vehicle*. Certified cab designs meet an established roof, roof corner, and frontal impact strength criteria and may provide additional occupant protection during a crash.
- The commercial cab provided does not meet this requirement. Per Fire Department specification request of this commercial chassis, the apparatus will be non-compliant to NFPA 1901 standards at time of contract execution.

# 005 - SUPPLEMENTAL TERMS & CONDITIONS

## Original Contract Term.

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

# Insurance.

Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and a completed Certificate(s) of Insurance to the City's Finance Department, which shall be clearly labeled "<u>SAFD –</u> <u>PURCHASE OF HOSE TENDER VEHICLE</u>" 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 Memorandum of Insurance or Binders as proof of insurance. The certificate(s) or form must have the agent's signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Finance Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

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

The Vendor's financial integrity is of interest to the City. Therefore, subject to the Vendor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Vendor shall procure, pay for and maintain in full force and effect for the term of this Agreement, including any extensions or renewals hereof and at Vendor's sole expense, insurance coverages written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A or better by A.M. Best Company and/or otherwise acceptable to the CITY, in the following types and amounts:

TYPE	AMOUNTS Statutory \$1,000,000/\$1,000,000/\$1,000,000		
1. Workers' Compensation 2. Employers' Liability			
<ol><li>Commercial General Liability Insurance to include coverage for the following:</li></ol>	For <u>B</u> odily <u>Injury</u> and <u>P</u> roperty <u>D</u> amage of:		
<ul> <li>a. Premises/Operations</li> <li>b. Products/Completed Operations</li> <li>c. Personal/Advertising Injury</li> <li>d. Contractual Liability</li> <li>e. Independent Contractors</li> <li>f. Damage to property rented by you</li> </ul>	\$1,000,000.00 per occurrence; \$2,000,000.00 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage		
<ul><li>4. Business Automobile Liability</li><li>a. Owned/leased vehicles</li><li>b. Non-owned vehicles</li><li>c. Hired Vehicles</li></ul>	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.		

The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto, as they apply to the limits required by the City, 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.

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as <u>additional insured by</u> <u>endorsement</u>, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City
  is an additional insured shown on the policy;
- · Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
- Provide 30 calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than 10 calendar days advance notice for nonpayment of premium.

The Vendor shall, within five calendar days of a suspension, cancellation or non-renewal of coverage, 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 Contract. All notices shall be given to the City at the following address by certified mail:

City of San Antonio Finance Department P.O. Box 839966 San Antonio, TX 78283-3966

If Vendor fails to maintain the aforementioned insurance or fails to secure and maintain the aforementioned endorsements, the City may obtain such insurance and deduct and retain the amount of the premium for such insurance from any sums due under the Contract; however, procurement of said insurance by the City is an alternative to the other remedies the City may have and is not the exclusive remedy for failure by the Vendor to maintain said insurance or secure such endorsement(s). In addition to any other remedies the City may have upon Vendor's failure to provide and maintain any insurance or policy endorsement to the extent and within the time herein required, the City shall have the right to order Vendor to stop work hereunder and/or withhold any payment(s) which become due to Vendor hereunder until Vendor demonstrates compliance with the requirements hereof.

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

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

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Contract.

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 – LOCAL PREFERENCE PROGRAM ORDINANCE LANGUAGE Attachment B – PRICE SCHEDULE Attachment C – LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM Attachment D – VETERAN OWNED SMALL BUSINESS TRACKING FORM

# 006 - GENERAL TERMS & CONDITIONS

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

## Delivery of Goods/Services.

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

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

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

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

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

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

<u>REJECTION OF DISCLAIMERS OF WARRANTIES & LIMITATIONS OF LIABILITY</u>. ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

#### Invoicing and Payment.

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

#### accounts.payable@sanantonio.gov.

Invoices submitted electronically to the e-mail address above must be in separate .pdf format file. Multiple invoices cannot be submitted in a single .pdf file; however, Vendor may submit multiple, separate invoice files in a single e-mail.

Any required documentation in support of the invoice should be compiled directly behind the invoice in the same .pdf file. Each electronically submitted file must have a unique identifying name that is not the same as any other file name.

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

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

#### Information Required On Invoice.

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

#### Payment by City.

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

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

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

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

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

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

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished must be in writing and conform to the requirements of City Ordinance 2011-12-08-1014, as hereafter amended.

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

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

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

## Termination.

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

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

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

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

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

#### INDEMNIFICATION.

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of. resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

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

<u>Assignment</u>. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor Vendor,

assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

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

#### Records Retention.

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

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

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

<u>S.B. 943 – Disclosure Requirements for Certain Government Contracts</u>. For contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, Vendor acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this bid and any resulting contract. Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

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

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

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

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

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

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

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

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

#### Prohibition on Contracts with Companies Boycotting Israel

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

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

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

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

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

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

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

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

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

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

# 007 - SIGNATURE PAGE

By submitting a bid, Bidder represents that:

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

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

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

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

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

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.	512-868-8290	
City's Solicitation No.	IFB No. 6100013305	

Signature of Person Authorized to Sign Bid

# 008 - STANDARD DEFINITIONS

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

All-or-None Bid - an invitation to bid in which the City will award the entire contract to one bidder only.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# 009 - ATTACHMENTS

# ATTACHMENT A-LOCAL PREFERENCE PROGRAM ORDINANCE LANGUAGE

In accordance with Chapter 271, Texas Local Government Code, the City adopted a policy, known as the Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII.

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

All bidders are required to complete and submit the Local Preference Identification form, regardless of the location of their business.

#### ATTACHMENT B-PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1	1	Hose Tender Apparatus with pump
		and tank

PRICE EACH: \$ 355,121.00 TOTAL \$ 355,121.00

YEAR, MAKE & MODEL OF TRUCK OFFERED: 2021 Ford F550

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

Ford 6.7 Turbo Diesel 330 HP TRUCK WARRANTY:

1 Year

TRUCK WARRANTY SERVICE PROVIDER FACILITY NAME:

Siddons-Martin Emergency Group - Kirby Facility

TRUCK WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

5511 Binz-Engleman Rd. Kirby TX 78219

DELIVERY WILL BE MADE WITHIN 400 CALENDAR DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: February 1, 2021

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING

THE PRODUCTION CUT OFF DATE: February 1,2021

BID PRICES SHALL REMAIN FIRM FOR ALL ORDERS PLACED PRIOR TO THIS CUT OFF DATE. IN THE EVENT

THAT CITY DOES NOT AWARD A CONTRACT PRIOR TO PRODUCTION CUT OFF DATE, CAN BIDDER PROVIDE BID ITEMS, AT THE BID PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF DATE? No

Please complete the following:

\$2000 within 15 days

Prompt Payment Discount: \_\_\_\_% \_\_\_\_days.

# Attachment C – LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM (POSTED AS A SEPARATE ATTACHMENT)

Attachment D – VETERAN OWNED SMALL BUSINESS TRACKING FORM (POSTED AS A SEPARATE ATTACHMENT)