

AN ORDINANCE 2012-06-21-0461

AUTHORIZING A CONTRACT WITH PROGRESSIVE EMERGENCY PRODUCTS LLC TO PROVIDE THE SAN ANTONIO FIRE DEPARTMENT, OFFICE OF EMERGENCY MANAGEMENT, WITH 1 TURNKEY CUSTOM SEMI-TRAILER WITH 2 INFLATABLE AWNINGS FOR USE BY SOUTH TEXAS REGIONAL ADVISORY COUNCIL FOR A TOTAL COST OF \$717,198.80, FUNDED BY THE 2010 URBAN AREA SECURITY INITIATIVE GRANT.

* * * * *

WHEREAS, an offer was submitted by Progressive Emergency Products, LLC to provide the City of San Antonio Fire Department with one turnkey custom semi-trailer with two inflatable awnings for a total cost of \$717,198.80; and

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

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

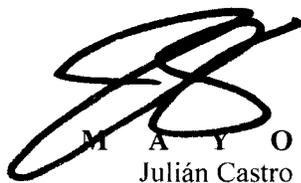
SECTION 1. The offer submitted by Progressive Emergency Products, LLC to provide the City of San Antonio Fire Department with one turnkey custom semi-trailer with two inflatable awnings for a total cost of \$717,198.80 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of the contract is attached hereto and incorporated herein for all purposes as **Exhibit I.**

SECTION 2. Fund 2606520015, entitled "HOMELAND SECURITY GRANT – 2010," and Internal Order 120000000092 are hereby designated for use in the accounting for the fiscal transaction in authorization of this agreement. The sum of \$717,198.80 is hereby appropriated in the above designated fund and will be disbursed to Progressive Emergency Products, LLC upon issuance of a purchase order and receipt of goods.

SECTION 3. The financial allocations in this ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP fund numbers, SAP project definitions, SAP WBS elements, SAP internal orders, SAP fund centers, SAP cost centers, SAP functional areas, SAP funds reservation document numbers, and SAP GL accounts as necessary to carry out the purpose of this ordinance.

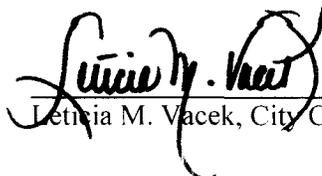
SECTION 4. This ordinance is effective immediately upon passage by eight or more affirmative votes; otherwise, it is effective on the tenth day after passage.

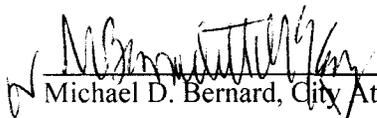
PASSED and APPROVED this 21st day of June, 2012.


M A Y O R
Julián Castro

ATTEST:

APPROVED AS TO FORM:

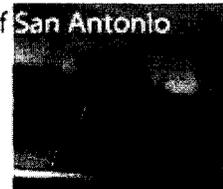

Leticia M. Vacek, City Clerk


Michael D. Bernard, City Attorney



Request for
COUNCIL
ACTION

City of San Antonio



Agenda Voting Results - 9

Name:	5, 6, 7, 8, 9, 10, 11, 14, 15, 16, 18, 19, 20, 21, 22, 23, 24, 25A, 25B, 26, 27, 28, 30, 31, 32A, 32B, 32C, 33, 34, 35, 37, 38, 39, 40, 41, 42, 43, 44, 46, 48, 49, 50, 51, 52, 53, 54, 56, 57, 58, 59, 60, 62, 63, 65A, 65B						
Date:	06/21/2012						
Time:	10:01:34 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing a contract with Progressive Emergency Products LLC to provide the San Antonio Fire Department, Office of Emergency Management, with 1 turnkey custom semi-trailer with 2 inflatable awnings for use by South Texas Regional Advisory Council for a total cost of \$717,198.80, funded by the 2010 Urban Area Security Initiative grant. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x			x	
Leticia Ozuna	District 3	x					
Rey Saldaña	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				x
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

Opened: May 14, 2012			
For: Trailer with Inflatable Awning			
6100001421		JM	Progressive Emergency Products LLC 40500 IH 10 West Boerne, TX 78006 830-816-2757
Item	Description	Qty	
1	Turnkey Unit, 53' custom semi-trailer with two (2) inflatable awnings	1	
	Price Each		\$717,198.80
	Price Total		\$717,198.80
	Production Cut Off Date		July 31, 2012
	Last Day that the City Can Place the Order		July 31, 2012
	Can the bidder provide the item at the bid price submitted after the production cut off date?		Yes
	Delivery		90 days ARC
	Total		\$717,198.80
Total Award			\$717,198.80



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR OFFER ("RFO") NO.: 6100001421

TRAILER WITH INFLATABLE AWNING

Date Issued: MAY 11, 2012

RESPONSES MUST BE RECEIVED NO LATER THAN:
10:00 AM MAY 14, 2012

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

Address for hard copy responses:

Physical Address:

Purchasing & General Services
Riverview Tower
111 Soledad, Suite 1100
San Antonio, Texas 78205

Mailing Address:

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

For Hard Copy Submissions, Mark Envelope

"TRAILER WITH INFLATABLE AWNING"

Offer Due Date: 10:00 A.M., MAY 14, 2012

RFO No.: 6100001421

Offeror's Name and Address

Bid Bond: Performance Bond: Payment Bond: Other:

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative:

DBE / ACDBE Requirements:

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

Pre-Submittal Conference * NO

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

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

Email: JACKIE.MENDEZ@SANANTONIO.GOV

SBEDA Contact Information: , 210-207-3900,

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No table of contents entries found.

003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

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

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

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

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

Pre-Submittal Conference.

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

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

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

Changes to RFO.

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

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

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

Preparation of Offers.

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

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

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

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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

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

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

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

Rejection of Offers.

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

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

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

The offer is conditional; or

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

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

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

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

Evaluation and Award of Contract.

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

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

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

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

Prompt Payment Discount.

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

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

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

Prohibited Financial Interest. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City

or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

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

004 - SPECIFICATIONS / SCOPE OF SERVICES

Scope: The City of San Antonio is soliciting for bids to furnish a turnkey unit, 53' custom semi-trailer with two (2) inflatable awnings. The unit will be connected to an existing inflatable shelter system. The complete unit will serve as an emergency command and medical unit.

Item	Quantity	Description
1	1	Turnkey Unit, 53' custom semi-trailer with two (2) inflatable awnings

1a. Trailer Specifications

- Trailer shall have a second floor to store all additional equipment
- Built to meet operation and safety requirements of the US Department of Transportation for highway use

Capacity:

- Maximum gross (distributed payload) capacity of 65,000 lbs
- Three axels – load imposed on each shall not exceed the rate capacity of the axle

Dimensions:

- Overall length shall be approximately 56' in length (including the generator)
- Body length: Exterior maximum of 53'
- Body width: Exterior maximum of 8' 6"
- Body height: Exterior maximum 13' 6"
- Ground clearance: 12"
- Subfloor height: 18" from ground

Kingpin:

- Neck constructed with rectangular steel tubing with minimum dimensions of 4"x6"x 0.188"
- Outer rails with 2" x 4" x 0.25" rectangular steel tubing cross members
- 3/8" kingpin plate
- 48" kingpin height

Frame and Body:

- Construct from steel structural members with sufficient bracing and gussets to support the identified load
- 4"x6"x0.188" steel main frame outside rails at minimum
- 6" Jr. I-beam cross members
- Roof bows and outer roof rails will be extruded aluminum hat section 0.125"
- Outer Roof rails with a 3" radius and 1.5" receiver for the aluminum hat section allowing wall posts and roof bows to mount within; therefore, reducing potential for future displacement
- Exterior skin shall be constructed with a minimum of .080" pre-finished white aluminum, smooth side, with no external rivets or screws
- 1 ½" Sprayed in foam insulation throughout the exterior wall and doors of the trailer
- Equipped with interior walls or ceiling wired shall be run in ¾" core flex conduit

- All electrical wire shall be stranded type.
- Designed with multiple interior and exterior connector panels (e.g., electrical, AV, telephone, TV CAT-6)
- Utility pass through ports.
- Foil back 1.5 inch minimum Styrofoam insulation in the roof areas
- Aluminum plate (0.188) floor with non-slip, disco tile floor covering
- Roof constructed with one piece Aluminum with a minimum .040 thickness designed to reduce leak potential
- Recessed Roof pan constructed of 0.125" aluminum to house air conditioners, command lights and satellite with 4-1 ½" pvc drains
- Interior ceiling constructed of a minimum of .040 thickness pre-finished white Aluminum to reduce or minimize rippling effect
- All internal walls constructed with magnetic dry erase material on upper four foot portions
- All cabinet door exterior to be constructed with Magnetic dry erase material
- Interior lower portion of the walls lined with a minimum .040 Aluminum skin with disco tile rubber covering that portion designed to reduce damage from scuffing and wood rot
- Two rows of E tracks mounted on each wall with 1" spacer channels from walls; channels will be all aluminum construction
- Transport shall have a second floor area and will be constructed of extruded aluminum channels 12"x2.25" with center rib outer extruded tube rails that run the full length of second floor and have an extruded lip for second floor channels
- The exterior bottom rail will be extruded aluminum 4.24"x.375" with a recess for D.O.T. reflective tape
- Slide outs will be constructed of aluminum frame with 0.080" pre-painted white aluminum skin
- No plywood shall be used in the walls, roof or flooring

Bathroom:

- Transport shall have a fully functional bathroom to include a full size standup shower stall, standard full-size toilet and standard sink and mirror configuration.
- Internal water holding tanks shall include 100 gallon fresh water holding tank
- Fresh water system shall provide a common connection for external fresh water source 75 gallon gray water holding tank
- Gray water system shall provide a common connection for external gray water storage options
- Gray water system shall provide an external option capable of attachment to an additional auxiliary gray water storage system
- 50 gallon black water holding tank
- Black water system shall provide a common connection for external emptying
- All tanks to be made of 14 gauge stainless steel
- Shower and sink shall have hot and cold running water
- Hot water shall be provided by an on-demand hot water heater with a minimum capacity of 1.5 gpm

- Hot and cold fresh water system shall dispense through an internal pump system

Refreshment Center / Laundry Center:

- Transport shall have a fully functional refreshment center and laundry center
- Counter area and sink is to be stainless steel
- Hot and cold running water supplied from trailer's central water system
- Instant hot water dispenser
- Upper and lower cabinets
- One (1) double door refrigerator
- One (1) under cabinet refrigerator
- One (1) coffee maker
- One (1) microwave

Work Stations:

- Eight (8) wall mounted work stations (minimum); designed for quick attachment and removal
- Mounted in various configurations along the interior and exterior wall of the trailer (aluminum)
- All internal work areas shall have power, cat 6 and phone outlets
- All external work areas shall have weatherproof outlets that enables the connection to and access to electricity, cable and phone connectivity

Command Station:

- Area shall be located in neck the trailer and extend over the storage and mechanical area
- Two (2) 8' slide outs tables; providing four (4) total work areas with counter tops and upper cabinets built into the slide outs
- Four (4) 22" flat screens shall be mounted in the command area and cabled to the IT cabinet

Information Technology Cabinet:

- One (1) full height IT cabinet with smoke glass door, ventilation and provide access for installing and service of AV and IT components
- Cat 6, video, satellite and antenna cabling shall terminate at IT cabinet
- Two (2) TV/ DVR's will be preinstalled in IT rack and receive signal from remote mounted TV satellite dome
- Satellite internet controller, router and telephone interface will be preinstalled in IT rack and receive signal from a dish (approximately 1 meter in diameter) located in roof pan
- Wireless router will broadcast from a roof mounted antenna to provide service to the perimeter. The router will be a Cisco 2911 Router (part number C2911-CME-SRST/K9) with an additional power supply, PWR-2911-POE, and a EHWIC-4G-LTE-V to provide connectivity to the Verizon LTE network, and two (2) HWIC-4ESW-POE modules to support Ethernet connectivity. The wireless access points to provide WiFi connectivity should be AIR-AP1142N-A-K9
- A wiring chase shall be provided from front to back in second floor
- 42' Wilburt Air Mast will be installed behind the refreshment center wall. The mast will extend through the roof with a Nycoil loaded with specified wiring to be determined by purchaser. A curbside exterior door for access to base of mast will be required.

Walls:

- Entry and exit doors on rear, left and right sides of the trailer
- Eight (8) exterior scene lights will be provided; four (4) on the road side and four (4) curb side.
- Lights will be flush mount halogen
- One (1) full height hydraulic lift gate extendable to 15' that will lift a minimum of 6,500 lbs. that will be capable of traveling from ground level to second floor level and have hydraulic control to level from side to side for uneven ground conditions. An entry door shall be centrally located in the hydraulic lift gate to allow access when gate is in stored position. Removable step shall be provided for entry door. A connection point shall be provided on lift gate to facilitate stacking of heat pumps and shelter carts.
- Two (2) side doors shall be located centrally and directly across from one another to act as a pass through allowing functionality from both exterior sides of the trailer and be of a double door style opening 48" and include removable 48" aluminum ramps
- Entry doors will be constructed of stainless steel tube and have 16 gauge stainless steel door frames. Doors will be covered with pre-painted white 0.063" aluminum skin and insulated with spray in foam
- Four (4) 46" flat screens shall be provided for the exterior walls; two (2) on the right side and two (2) on the left side. One (1) cart shall be provided for storage and transportation of the flat screens. Each mounting areas shall have power, cat 6 and appropriate video cabling provided through weatherproof outlets and appropriately situated. Exterior TV mounting brackets shall be lockable and provide for easy installation.

Roof:

- Roof shall be constructed in a manner that it shall bear the weight of all roof-mounted equipment and personnel
- Three (3) roof-mounted, large capacity HVAC units
- Floor surface shall be of non-slip material consistent with standard industry practice
- Built in mounting brackets capable of connecting external inflatable shelter systems to the trailer; shelter must mount in a fashion that shall allow them to maintain general climate integrity without significant degradations of temperature levels.
- Roof shall have a 3/8" steel cable for attachment to personal safety belts.
- Four (4) full body harnesses to be provided with lanyard

Onboard Generator Compartment:

- A compartment designed to house a nose-mounted diesel generator with a minimum rating of 70 KVA (3-Phase), having its own fuel tank capacity of a minimum of 150 gallons
- Compartment shall be wired so as to be able to provide power for all operations within the trailer, itself, and additional load of powering the sheltering system and its intended operations as described herein
- Compartment shall be constructed, mounted and insulated in such a fashion that on board generator shall operate at peak power and emit no more than 68db noise level

Electrical System:

- The trailer's electrical system shall include a switching transformer with the capability of providing for the quick, easy and safe switching between:
 - The trailer's onboard, 70kVA generator system (see 70kVA Diesel Generator Specs)
 - A stand alone generator or an external power source provided by shore line service.
- Electrical "shore line" cables shall be included (50' each) to allow system to be completely powered from an external source or partially powered (for battery charging and maintenance) by 50 amp single phase source

Suspension and Axles:

Three (3) axles each:

- 14,000 rated with primary under slung air-ride suspension

- weld-on design with rear mount shocks
- extended multi-function bushings
- eccentric alignment collars with bolts and spira-lock nuts
- axle travel with positive axle stops
- 10 ¾" full width drop axle' 99" hub face to hub face
- 10 degree 285.75mm hub piloted cast hubs
- 16 ½"x5" brakes
- cast outboard drums
- T2424 spring brake chambers
- automatic slack adjusters
- one (1) year warranty

Tires and Wheels:

- Tires shall be size 12R22.5

- Wheels shall be Alcoa aluminum

- Total combined load rating of the tires and wheels shall exceed the weight of the trailer, plus payload, less weight transferred to the towing vehicle. Load ratings shall be determined by reference to the current yearbook of the Tire and Rim Association, Inc. or the tire manufacturer's published load rating.

- Tire rating shall be calculated at 60mph

Hydraulic Leveling System:

- System shall be provided to level trailer and to allow lift and lower capability for tow vehicle connection

Exterior Scene Lighting:

- Eight (8) Havis flash mount lights will be mounted on the roadside; four (4) and curbside four (4) each side will be individually switched in the galley area

Lighting:

- All lights and reflectors shall be installed in accordance with State and Federal rules and regulations.

- Lighting components shall be light emitting diode (LED) technology

- Lamp mounting shall be theft resistant (one-way screws, expansion housings, box enclosures, retaining plates, etc.)

- Lamps shall be wired to be illuminated when the headlights of auxiliary driving lamps of the towing vehicle are lit

- Clearance and side marker lamps may be mounted in combinations

- A metal license-plate holder with a white lamp for illuminating the license plate shall be provided at the center or left side of the rear of the trailer

- A 7-way connector shall be provided on the trailer's nose for the connection of the trailer lighting to the lighting system of the towing vehicle. The connector wiring shall be in accordance with the American Trucking Association's maintenance Council recommended practice RP 107B as detailed in the current Vehicle Maintenance Reporting Standards (VMRS) 34-003. Each wire shall be labeled as to its function.

Electrical Wiring:

- All electrical wiring shall be insulated and enclosed in a fibrous loom, plastic loom or flexible conduit for protection from external damage and short circuits

- Wiring shall be securely fastened at sufficient intervals to prevent sagging and insure clearance of mechanical parts

- Routing of the wiring throughout the sub-frame, deck, etc. shall not interfere with the normal operation and use or present a safety hazard

- A sealed, spliced-free modular wiring harness is acceptable

- Each trailer electrical circuit shall be equipped with an automatic circuit breaker for protection against electrical overloads

1b. Inflatable Awning Specifications

- Two (2) 42' inflatable awnings; attached to each side of the trailer

Shelter offered in this proposal shall be compatible and interoperable with Zumro Shelter systems currently in use

Maximum Deflated Weight and Size:

- Stored weight of no more than 660 lbs and a stored dimension of no more than 78"x34"x34"; including floor, awning, airframe, privacy curtains, windows and radiant barrier-type insulation

- Shelters offered as part of this system shall be able to be stored compact and within one (1) package

Deployment:

- Each awning shall be able to be deployed and attachment to the trailer with a team of four (4) persons

- Deployment time shall not exceed one (1) minute per 100 sq ft of deployed size

- Deployment shall be able to be accomplished from no more than one inflation location. Systems requiring multiple inflation sequences shall not be accepted.

- The Shelter shall be capable of deploying within its own "foot-print" allowing the base structure to be anchored to the floor prior to deployment. This feature enables high wind deployment without the need of extra personnel.

Inflation:

- At least two standard methods of inflation are required

- One (1) method shall be by electric 110V inflator

- One (1) alternate method by the use of compressed air cylinders as commonly used for breathing apparatus

- All applicable fittings shall be provided for the electric inflator and standard CGA-347 Air-Bottle connections

General Awning Construction:

- Manufactured with air-frames that are of a closed/airtight, single chamber type construction

- The awning, doors and floor shall be permanently attached to the exterior of the frame

- All specified options such as privacy curtains, windows, insulation and other types of dividers shall be pre-installed and deploy with the shelter

Air Pressure:

- Maximum rated operating pressure of four (4) PSI and only one (1) PSI minimum pressure required to maintain structure stability.

Fabric:

- All fabrics and components used shall be designed to withstand adverse weather conditions. Such as high winds, extreme cold or heat (with temperatures ranging from -60F to +120F), heavy rain, snow or ice for extended periods of time.

- Designed so it can be stored under these weather conditions for extended periods of time (min. 6 months) without the need for deployment and/or maintenance

Airframe:

- A chemical resistant reinforced synthetic Neoprene in accordance with MIL-C-17415-AA (or equal) constructed with polyester high tenacity – 990 deniers

- Minimum Fabric Weight 17 oz. per square yard

- Minimum Tensile Strength in both directions no less than 337 lbs per inch

- Minimum Tear Resistance in both directions no less than 292 lbs

Awning:

- Made of urethane coated nylon or approved equal, which is externally permanently attached to the frame

- Tan color outside and white color inside, with a white translucent top center for light

- Awning shall be UV resistant and water repellent with a minimum hydrostatic pressure resistance of 170 PSI

- Maximum fabric weight to be no more than 7oz per sq yd

- Minimum breaking strength of 200 lbs at warp and 170 lbs at weft

- Shall be fire resistant to pass California Bulletin 117, Sec. C and pass CFR 16 Part 1610 and pass NFPA 702

Airframe Quality:

- Quality shall be such that with proper deployment, it will remain deployed continuously without the need for re-inflation for at least two (2) days, regardless of ambient temperature changes. The successful bidder shall warrant that these minimum performance requirements are met.

- Low-pressure frame shall be a single chamber, closed system airframe that will not require constant inflation. The Shelter shall be designed to remain standing with as little as one (1) PSI without the need for inflation.

Size:

- Awning to have an internal length of at least 42' internal width of at least 15' with a floor area of at least 630 sq ft

Anchoring:

- A minimum of ten (10) ground anchor points along the base structure and eight (8) roof anchor points shall be provided
- Shelter shall be capable to withstand a uniform (snow) load of at least 500 lbs (at normal operating pressure of three (3) PSI) and a sustained wind load (with proper anchoring) of at least 50 mph
- Shelter shall be equipped with a minimum of three inflate and one deflate valves and one self-resetting pressure relief valve

Doors:

- Three (3) removable connector doors
- Two (2) custom awning door at each end of shelter
- One (1) standard connector door in the center of the awning

Interior:

- Shelter shall be outfitted with a pre-installed "Insulation Panel Kit": a lightweight, highly reflective radiant barrier. It is permanently installed in the shelter, between the canopy and the airframe to reflect the sun and keep the heated or cooled air in the tent.

External:

- Shelter canopy shall have four (4) Utility Ports with closures. Each port shall expand to accommodate up to 12" diameter ducting from heaters, air conditioning or other equipment. One (1) Utility Port shall be evenly spaced along the base on each side of the awning.

Floor:

- Nylon reinforced vinyl material or acceptable equal
- Pre-assembled and deploy with the awning

Carrying Case:

- A heavy duty carrying case with six (6) handles and adjustable straps with locking buckles
- Field repair/maintenance kit with one (1) replacement inflate-deflate valve

Pre-Installed LED Lighting System:

- Strands of LED lighting (Light Emitting Diode) on the interior beams so as to provide instant lighting during operations
- Permanently attached into this shelter shall be at least five (5) dual element strips running the entire inside length of the awning
- LED light strips shall be enclosed into a clear vinyl sleeve to be protected from water and contamination plus be easily field-replaceable
- Wiring for the lighting is to be secured into place inside the shelter and connect to a quick connect type plug mounted to the outside of the shelter
- A portable control panel box shall be provided. It will connect to a 120v power source and control all interior lighting functions.

Delivery and Warranty:

- Provide at no charge to the customer an "in-service" product training class

- Five (5) year warranty from date of delivery
- Authorized repair dealer must reside within 50 radius miles from City Hall

1c. Turnkey Specifications:

- Custom connection between awning connector panel and the roof of the trailer must be waterproof

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.

Warranty.

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

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.

All Or None Bid.

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

Incorporation of Attachments.

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

Attachment A – Price Schedule

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

Invoicing and Payment.

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

Information Required On Invoice.

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

Payment by City.

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

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

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

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

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

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

Termination.

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

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

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

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

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

INDEMNIFICATION.

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

shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. **IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.** In addition, Vendor agrees to indemnify, defend, and hold City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

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

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

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

Records Retention.

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

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

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

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

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

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

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

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

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

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

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

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

007 - SIGNATURE PAGE

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

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

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

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

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

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

Offeror Information

Please Print or Type

Vendor ID No. V1066104

Signer's Name ALONSO

Name of Business PROGRESSIVE Emergency Products LLC

Street Address 217500 W. H. M. (Houston)

City, State, Zip Code HOUSTON TEXAS 78006

Email Address ALONSO@PEPTexas.com

Telephone No. 281 816 2757

Fax No. 832 249 7846

City's Solicitation No. 6100001421



Signature of Person Authorized to Sign Offer

008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

009 - ATTACHMENTS

Attachment A - Price Schedule

Item	Quantity	Description
1	1	Turnkey Unit, 53' custom semi-trailer with two (2) inflatable awnings

PRICE EACH \$ 719,198.80

TOTAL PRICE \$ 719,198.80

PRODUCTION CUT OFF DATE: July 31, 2012

PROVIDE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE:

July 31, 2012

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 THE BIDDER PROVIDE THE ITEM(S), AT THE BID PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF DATE?

Yes

WARRANTY PROVIDER:

Progressive Emergency Products LLC

WARRANTY PROVIDER ADDRESS:

10800 IH in West Boerne Tx 78006

DELIVERY MUST BE WITHIN NINETY (90) DAYS OF THE ISSUANCE OF THE PURCHASE ORDER.