LOC/jlm
1/14/16
Item No. 5

AN ORDINANCE 2016-01-14-0001

ACCEPTING THE OFFER FROM SIDDONS-MARTIN EMERGENCY GROUP, LLC TO PROVIDE THE SAN ANTONIO FIRE DEPARTMENT WITH TWO ADDITIONAL DODGE 5500 TYPE 6 BRUSH TRUCKS FOR A TOTAL COST OF $355,994.00, FUNDED FROM THE FY2016 ADOPTED CAPITAL BUDGET.

* * * * *

WHEREAS, an offer was submitted by Siddons-Martin Emergency Group, LLC to provide the City of San Antonio Fire Department with two Brush Trucks for a total cost of $355,994.00; and

WHEREAS, this purchase meets the requirements under the terms of the Houston/Galveston Area Council of Governments Cooperative Purchasing Agreement adopted by the City of San Antonio on October 10, 1996 through Resolution No. 96-41-48; **NOW THEREFORE:**

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

SECTION 1. The offer from Siddons-Martin Emergency Group, LLC to provide the City of San Antonio Fire Department with two Brush Trucks for a cost of $355,994.00 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 contract are attached hereto and incorporated herein for all purposes as **Exhibit I**.

SECTION 2. Payment in the amount of the $355,994.00 in SAP Fund 40099000, Other Capital Projects, SAP Project Definition 20-00045, City South Annexation - Fire Equipment, is authorized to be encumbered and made payable to Siddons-Martin Emergency Group, LLC, for two Dodge 5500 Type 6 Brush Trucks.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers and Fund Numbers 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.

PASSED AND APPROVED this 14th day of January, 2016.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda, Acting City Attorney

Agenda Item:	**5 (in consent vote: 5, 6, 7, 8, 9, 10, 11, 12, 13, 16, 20A, 20B, 21A, 21B, 21C, 21D, 21E)**
Date:	01/14/2016
Time:	09:18:26 AM
Vote Type:	Motion to Approve
Description:	An Ordinance accepting the offer from Siddons-Martin Emergency Group, LLC to provide the San Antonio Fire Department with two additional Dodge 5500 Type 6 Brush Trucks for a total cost of $355,994.00, funded from the FY2016 Adopted Capital Budget. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				x
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x			x	

EXHIBIT I

City of San Antonio Bid Tabulation

Opened:	November 11, 2015		HGAC
For:	Purchase of Public Safety Brush Trucks		Siddons-Martin Emergency Group, LLC
6100006775		IM	14233 Unterdrive West Houston, Tx 77032 800-784-6806
Item	**Description**	**Quantity**	
1	Dodge 5500 Type 6 Brush Truck	2	
	Price Per Each		$177,497.00
	Subtotal Vehicle Price		$354,994.00
	Year, Make & Model Cab & Chassis		2016 Dodge 5500 Turbo Diesel 4x4 two door
	Cab & Chassis Warranty		Dodge Warranty 3 year / 36,000 Miles
	Specific Make & Model of Engine Offered (Include SAE NET HP)		6.7 Liter Cummins Turbo Diesel 305 Horsepower
	Engine Warranty		Engine Warranty 5 Year/100,000 Miles
	Transmission Warranty		Drive Train 5 Year/100,000 Miles
	Warranty Service Provider Name		Chassis Warranty-any Dodge Dealer/Body Warranty, Siddons-Martin Emergency Group, LLC
	Warranty Provider Address		Any Dodge Dealer Location/ Body 5511 Binz Englemann, Kirby Texas 78219
	Production Cut-Off Date		Depending on Dodge Chassis Delivery
	Last Place to Order		Depending on Dodge Chassis Delivery
	Firm Pricing Date		Depending on Dodge Chassis Delivery
	HGAC Fee, Each	2	$500.00
	Sub Total HGAC Fee		$1,000.00
	Payment Terms		Net 30
	Total:		**$355,994.00**
	Total Award:		**$355,994.00**

CITY OF SAN ANTONIO

PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR OFFER ("RFO") NO.: 6100006775

PURCHASE OF PUBLIC SAFETY BRUSH TRUCKS

Date Issued: OCTOBER 30, 2015

RESPONSES MUST BE RECEIVED **NO LATER** THAN: 10:00 AM NOVEMBER 10, 2015

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

"PURCHASE OF PUBLIC SAFETY BRUSH TRUCKS"

Offer Due Date: 10:00 A.M., NOVEMBER 10, 2015

RFO No.: 6100006775

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

SBEDA Contact Information: , 210-207-3900,

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003 - INSTRUCTIONS FOR 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.

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

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

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

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

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

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

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

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

If delivering by hand, deliver to:

Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205.

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

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.1 **SCOPE:** The City of San Antonio is requesting offers to furnish 2 **Dodge 5500 Type 6 Brush Trucks,** which will be utilized by the San Antonio Fire Department.

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

4.1.2 City of San Antonio reserves the right to increase or decrease quantity of vehicles being purchased up to the production "cut-off" date submitted on the bid for the particular item, depending on availability of funds. Prices may not be increased during this period; however, the City should benefit from any price decrease. Additional units may be purchased on an "as needed" basis. Successful vendor is required to notify the City of all production "cut-off" dates necessary for order submission. Vehicles shall be year model 2016 or newer.

4.1.3 All components shall be installed new, unused, standard production model, and equipment is to be serviced in accordance with manufacturer's recommended pre-delivery check list, and ready for operation upon delivery, and shall include all manufacturers' standard equipment, unless otherwise specified herein. 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.

4.1.4 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. Such parts and service must be available within Bexar County from and by a factory authorized dealer. Bids submitted by dealers located outside Bexar County must include a signed agreement with a factory authorized dealer located within Bexar County, providing warranty, parts and service for items bid. All warranty repairs shall be completed within 3 business days from the date equipment is delivered to the vendor, unless otherwise approved by the appropriate City of San Antonio BESD Fleet Operations Manager or designee.

Authorized Warranty Provider:

_____

Warranty Provider Address:

_____

4.1.5 **Delivery:** All deliveries are to be made inside the City limits of San Antonio. Vendor must deliver equipment to the following address:

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

4.1.6 Delivery to a non-specified location will result in non-acceptance of the equipment by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS. Vehicles will be accepted 8:00 A.M. to 3:00 P.M. CST. Vehicles with more than 1000 miles accumulated on the odometer will not be accepted. All vehicles are required to have a full tank(s) when delivered to City specified location.

4.1.7 Upon contract award, vendor shall provide written acknowledgement of order placement and supply copy of build sheet and guaranteed delivery date of completed unit. Electrical wiring schematics that include lighting and air conditioning systems for body shall be provided at time of delivery. Electrical wiring schematics shall be provided in paper and electronic format.

4.1.7.1 **Literature and Equipment Manuals** – The supplier shall furnish 4 complete sets per vehicle type, of the following: Parts Manual, Maintenance Manual, Service Manual, and Operators Manual or CD ROM per model of all equipment, accessories, and components. The supplier shall furnish 4 complete sets of detailed literature and specifications of each vehicle type upon contract award.

4.1.7.1.1 The Manufacturer's Statement of Origin (MSO), Dealer Temporary license plates/tags, proper Invoice, Texas state inspection decal, signed 130U form and **State Weight Certificate/slip (for trucks over one ton)** are required upon delivery of each vehicle. Any of these missing items will deem the vehicle delivered *Not as Specified* and will result in the vehicle not being processed or accepted until all required paperwork is completed and provided to Fleet Acquisition staff.

4.1.7.1.2 All bodies and components in this bid will be installed in accordance with the appropriate complete Vehicle Data Manual. Certification of compliance will be posted on the left door post of the vehicle. Except for manufacturer's data plates (maximum 4" x 6"), vendor or manufacturer's identifying markings (decals and plates) will not be applied to the vehicle or mounted components. Installation will be completed in compliance with Federal Motor Vehicle Department of Transportation Standards and Texas State Highway requirements. Installation of body and accessories on City furnished vehicles will be accomplished by drilling holes in the frame. Welding on or cutting of frame is **not** authorized forward of the rear spring hanger or support. Bidders will be responsible for the relocation of any truck components to facilitate installation of the body and equipment. Such relocation must be included as part of the basic bid. No dealership nameplates, markings or decals will be permitted on the vehicles.

4.1.7.1.3 All vehicles are to be equipped at the factory with air conditioning/Heater/defroster, (Maximum capacity cooling system offered by manufacturer), full headliner minimum OEM AM/FM radio, power steering, power ABS brakes, power windows, power door locks, power mirrors 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 3 keyless remotes (fobs) and shall have a minimum of 3 sets of keys, unless vehicle utilizes a push button ignition system; then a minimum of 3 keyless remote fobs are required.**

4.1.8 Convenience Features: Vehicle shall be equipped with adjustable steering seats; intermittent wipers; automatic-off headlights, and cruise control.

4.1.9 All units shall be equipped with safety equipment as required by the Federal Government and shall MEET ALL SAFETY STANDARDS AND REQUIREMENTS.

4.1.10 All accessories and equipment shall be OEM. The manufacturer shall rate all equipment provided as low emission on all models available.

4.1.11 Electrical: All units to be equipped with standard duty battery and minimum 150 amp alternator offered by manufacturer for models being bid. All units to be equipped with oil pressure, water temperature, and volt or amp gauges.

4.1.12 Doors, Mirrors & Windows: Vehicles shall be equipped with power windows, mirrors, and door locks.

4.1.13 Vehicles shall be equipped with OEM tinted glass.

4.1.14 Vehicles provided shall have a minimum of a driver's seat and one passenger seat, unless otherwise specified.

4.1.15 All vehicles shall have vinyl type seating for front and rear seats, if applicable, along with rubber or carpet flooring, unless otherwise specified.

4.1.16 Spare tires required by the below listed specifications must be identical in manufacturer's tread design, ply rating (load range) etc., as those furnished on driving and steering axles, unless otherwise noted. Tires still under evaluation will not be acceptable.

4.1.17 Exhaust: Vehicles shall be equipped with stainless steel rear pipe with catalytic converter, unless otherwise specified.

4.2

Item	Quantity	Description
1	**2**	**Dodge 5500 Type 6 Brush Truck**

4.3 PAINT:

4.3.1 Cab Color: Red
4.3.2 Cab Secondary Color: N/A
4.3.3 Description: Solid Red
4.3.4 Bumper Color: Brushed Aluminum
4.3.5 Body Color: Brushed Aluminum
4.3.6 Cab Steps: Black

4.4 CHASSIS: One DODGE RAM D5500 rear axle drive 4 x 4, dual rear wheels (DRW), two door, SL cab and chassis.

4.5 WHEELBASE: The wheelbase of the vehicle will be 144.5".

4.6 GVW RATING: The gross vehicle weight rating will be 18,750 lbs.

4.7 BUMPER & GRILLE: Black.

4.8 TOW HOOKS: Front loops.

4.9 FRONT AXLE: 7,000# front axle, 7,000# front suspension package, stabilizer bar, front shock.

4.10 RESERVED ~~FRONT TIRES - WHEELS:~~

~~4.10.1 Two front tires shall be 225/70R19.50, radial all weather highway tread.~~
~~4.10.2 Two 19.50" x 6.00" steel disc, eight -hole pattern steel disc wheels.~~

4.11 RESERVED

4.12 REAR AXLE & SUSPENSION: 13,500# wide track rear axle, 13,500# suspension package, stabilizer bar, limited slip.

4.13 RESERVED ~~REAR TIRE - WHEELS:~~

~~4.13.1 Two rear tires shall be 225/70R19.50, radial all weather highway tread.~~
~~4.13.2 Two 19.50" x 6.00" steel disc, eight (8) hole pattern steel disc wheels.~~

4.14 ENGINE:

4.14.1 Model: Cummins 6.7 turbo-charged diesel

4.14.1.1 Number of Cylinders: Six (6) "I6" configuration
4.14.1.2 Displacement: 6.7 liters
4.14.1.3 Rated Brake Horsepower: 305 at 2800 rpm
4.14.1.4 Torque: 610 ft lbs
4.14.1.5 Turbocharger
4.14.1.6 Urea Exhaust Treatment Supplement

4.15 COOLING SYSTEM: A coolant mixture protected to -30 degrees Fahrenheit.

4.16 FUEL TANK: 52 gallon rear mounted, left side filler extension.

4.17 TRANSMISSION: six speed automatic.

4.18 STEERING: power steering system.

4.19 BATTERIES: two (2) 78 amp-hr 730CCA 12-volt batteries.

4.20 ALTERNATOR: single 180 amp 12 volt.

4.21 CAB CONSTRUCTION: SL Series 2 door, steel construction, sun visors, tinted glass, roof clearance lights, grab handles interior.

4.22 MIRRORS: black, manually telescope fold-away in/out for view adjustment.

4.23 CAB PAINT: single color.

4.24 SAFETY: air bags front.

4.25 CLIMATE CONTROL: controls for heat, defroster, and air conditioning.

4.26 WINDOW & DOOR CONTROLS: manual.

4.27 CAB INSTRUMENTS: standard type, 4 rocker switches.

4.28 DRIVERS & PASSENGER SEAT: vinyl bucket type seats with 3 point safety harness.

4.29 PRINTED MANUALS: one printed chassis operation manual.

4.30 CAB ACCESSORIES: radio, two radio speakers and antenna.

4.31 WARRANTY: Entire Vehicle: 3 year/36,000 miles.

4.31.1 Engine: 5 year/100,000 miles
4.31.2 Drivetrain: 5 year/100,000 miles

4.32 CHASSIS LIFT KIT: A 6" heavy duty, 4 link, off road suspension lift kit with heavy-duty off road shocks shall be installed on the chassis. The system is designed to significantly increase wheel travel, in addition to giving the chassis increased ground clearance.

4.33 FRONT & REAR SUPER SINGLE TIRES AND WHEELS: The front and rear tires will be 335/80R20 22PR, severe service radial all terrain tread. The tire weight rating shall be load range "M", and match the wheel rating. Wheels for the front and rear axles will be 20" x 11.00" steel disc, ten (10)-hole pattern special order for Military/Government off road application. The weight rating of the wheels will be 6,750# each.

4.34 SPARE SUPER SINGLE TIRE & WHEEL: One (1) spare wheel and tire shall be 335/80R20 22PR, severe service radial all terrain tread. The tire weight rating shall be load range "M", and match the wheel rating. Wheel for the spare shall be 20" x 11.00" steel disc, ten (10)-hole pattern special order for Military/Government off road application. The weight rating of the wheel will be 6,750# each.

4.35 MOUNTING SPARE TIRE & WHEEL: The spare tire and wheel shall be mounted on top of the water tank. An aluminum plate shall be installed with a mounting assembly for the wheel and tire.

4.36 FRONT BUMPER: A .250" aluminum skid plate will be installed from the bumper area extending below the bumper extension and chassis radiator area.

4.37 REAR MUD FLAPS: The factory bumper shall be removed and replaced with a heavy duty Ranch_hand off-road bumper and grille protection assembly. The bumper extension unit shall be custom painted to purchase requirements. A receiver hitch shall be installed at the front of the apparatus below the front bumper. The bumper assembly shall be winch ready.

4.38 FRONT BUMPER SKID PLATE: A .250" aluminum skid plate will be installed from the bumper area extending below the bumper extension and chassis radiator area.

4.39 TRANSFER CASE/EXHAUST CANISTER SKID PLATE: A removable heavy .250" aluminum skid plate assembly shall be installed to protect the transfer case and DPF exhaust canister.

4.40 CAB STEPS: The cab shall be equipped with custom painted steel tubing step assemblies, on each side of the cab.

4.41 CUSTOM FABRICATED CONSOLE & SWITCH PANEL: A custom fabricated poly (plastic) electrical console and enclosure shall be located between the driver's and passenger's seats. It shall house the siren, switches, cup holder, and auxiliary equipment.

4.42 FRONT RECIEVER: The front of the chassis shall be equipped with one (1) square steel tube receiver assembly for high or low angle rescue or winch applications. It shall be the same size as a Class III trailer hitch and shall be attached to the chassis frame and bumper extension assembly. The receiver shall be rated at approximately 10,000#.

4.43 WINCH POWER SUPPLY: A 400 amp 12 volt industrial series solenoid shall be installed to supply power to the winch. The solenoid shall be switched by the upfitter switch.

4.44 WINCH –FRONT MOUNTED: A Warn Winch Company Model M15000 PN47801 15,000# capacity 12-volt electric powered winch shall be shall be permanently installed at the front center bumper extension area. The unit shall include the following:

4.44.1 3.86 feet per minute pulling speed at 12,000# rated load
4.44.2 440 amps at full capacity
4.44.3 Cable roller guide assembly
4.44.4 90 feet of 7/16" diameter galvanized cable and hawse fairlead & Safety hook assembly shall be supplied.
4.44.5 Winch speed shall be constant with forward and reverse modes Controlled with a push button device at the end of a 12 feet (12') minimum control cable which connects to the winch through a weatherproof receptacle.

4.45 REAR RECEIVER: The rear of the chassis shall be equipped with one (1) square steel tube receiver assembly for high or low angle rescue, trailer use, and winch applications. It shall be the same size as a Class III trailer hitch and shall be attached to the chassis frame assembly. The receiver shall be rated at approximately 10,000#.

4.46 FIRE PUMP SPECIFICATIONS: Hale Model HPX300-KBD 24, 24.8 HP Kubota (water cooled) fire pump installed on the apparatus to meet the following performance criteria:

4.46.1 390 GPM @ 10 PSI
4.46.2 360 GPM @ 50 PSI
4.46.3 310 GPM @ 75 PSI
4.46.4 160 GPM @ 100 PSI
4.46.5 The pump shall include the following components:
4.46.6 Self-Adjusting Mechanical Pump Seal
4.46.7 Bronze Alloy Impeller with Double seal ring design to eliminate end thrust
4.46.8 Renewable double-labyrinth type, solid Bronze Impeller Seal Ring
4.46.9 Precision-ground Stainless Steel Pump Shaft splined for broached impeller hubs. The pump shall have hard ceramic coating under the packing glands to reduce friction
4.46.10 Deep Groove Radial-Type Ball Bearings for pump shaft
4.46.11 High-strength aluminum alloy pump casing with bronze fittings
4.46.12 Aluminum alloy transmission cast with precision spur cut gears from heat-treated alloy steel
4.46.13 Dependable splash-type lubrication system
4.46.14 24.8 HP Kubota diesel powered engine
4.46.15 Adjustable mechanical type governor and throttle control lever
4.46.16 Alternator
4.46.17 EPA Tier 4 Emissions compliant

4.46 STAINLESS STEEL PLUMBING SYSTEM: The auxiliary fire pump plumbing system shall be built completely of stainless steel piping, fittings, and connections. Victaulic couplings shall be installed to permit flexing of the plumbing system and allow for quick removal of piping or valves for service. Tank connections and remote plumbing shall use high-pressure flexible piping. Flexible hose couplings shall be threaded stainless steel or Victaulic connections.

4.47 VALVES: All valves used in the plumbing installation shall be stainless steel quarter turn full flow type. The plumbing installation shall include quarter turn ball valves with local "on-valve" handle control, with custom embossed labeling for each valve.

4.48 HOSE THREADS: The hose threads shall be National Hose Standard (NH) on all base threads on the apparatus intakes and discharges, unless otherwise specified.

4.49 EXHAUST SYSTEM: The auxiliary fire pump and engine assembly shall have a muffler and vertical exhaust pipe. The exhaust pipe shall be directed upward and away from the pump operator. An additional guard or wrapping around the exhaust pipe shall be installed where the pipe is exposed to touch by an operator.

4.50 FIRE PUMP ENCLOSURE: The fire pump house shall be installed around the pump and engine. The enclosure shall be fabricated of .125" aluminum tread plate. Hinged doors and access panels shall be installed for servicing of the engine. A Hale engine and pump control panel shall be provided at the rear of the vehicle.
The following shall be located at the operator's position:

4.50.1 2.5" discharge pressure gauge
4.50.2 start/stop control
4.50.3 throttle control low oil pressure warning light
4.50.4 The pump control panel shall be mounted at the right rear corner of the body.

4.51 FUEL SYSTEM FROM CHASSIS FUEL TANK: The fuel system for the auxiliary fire pump shall be plumbed from the chassis fuel system. There shall be a separate fuel pickup tube mounted in the chassis fuel tank specifically for a separate engine driven pump assembly. There shall be an electric fuel pump with spin on fuel filter and flexible fuel hose furnished between the chassis fuel tank and the auxiliary pump.

4.52 ELECTRIC START WIRING T CHASSIS: The 12 volt positive and negative cables shall be provided from the chassis battery to the fire pump area, wired through the master disconnects solenoid system. The cables shall have a circuit breaker installed at the chassis battery.

4.53 AUXILIARY FIRE PUMP MOUNTING PRVISIONS: The auxiliary fire pump shall be installed at the right side rear of the body. The sub-structure shall have welded in mounting sub-plates between the structural members. The pump shall be mounted on a di-electric surface under pump and bolts through the sub-plates.

4.54 PUMP ENGINE OIL DRAIN: The fire pump engine shall have an oil drain line installed. It shall allow for easy oil draining.

4.55 FIRE PUMP MASTER DRAIN: The fire pump shall have a master drain at the bottom of the water pump housing.

4.56 FRONT BUMPER MANIFOLD SUPPLY: There shall be an 1.5" stainless steel valve, with a flexible supply hose installed to feed the front discharge manifold.

4.57 2 ½" GATED INTAKE- REAR: One (1) 2-1/2" gated suction intake shall be installed on rear area to supply the fire pump from an external water supply. The valve shall be controlled with a direct quarter-turn ball valve control handle and shall have 2-1/2" NH female thread with removable screen with plug. The color coded label shall be installed near the control handle.

4.58 TANK TO PUMP LINE INSTALLATION: The 2.5" tank to pump line shall be installed with a flexible hump hose connection and stainless steel clamps to the water tank. The valve shall be controlled with a manually operated handle directly on the valve.

4.59 WATER TANK FILL & COOLING LINE: One (1) 1" fire pump to water tank refill and bypass cooler line shall be provided. The pump to tank valve shall be a 1" full flow quarter turn ball valve with local control handle. A 1" flex hose shall be installed to the water tank. A nameplate label shall be installed next to the valve.

4.60 ¾" GARDEN HOSE DISCHARGE- REAR: One (1) .75" garden hose discharge shall be installed on the rear pump area, controlled by a quarter turn ball valve with local control handle. The discharge shall have a .75" male garden hose threads and cap and nameplate label adjacent the valve control handle.

4.61 2 ½" DISCHARGE REAR: One (1) 2-1/2" discharge shall be installed at the rear pump area, controlled by a quarter turn ball valve. The discharge shall have 2-1/2" NH male hose threads and nameplate label adjacent the valve control handle. The discharge shall be equipped with 2-1/2" female x 1-1/2" chrome plated brass reducer, 1-1/2" chrome cap and chain

4.62 FRONT OF BODY DISCHARGE (THROUGH THE TANK): A 1.5" discharge shall be piped from the rear pump area to the front on the body.

4.63 HOSE REEL: One (1) Hannay aluminum hose reel shall be installed. The reel shall have leak proof ball bearing swing joint, adjustable friction brake, electric 12 volt rewind and manual crank rewind provisions. The reel shall be mounted on the left side rear corner of the flatbed body.

4.64 REEL CAPACITY: The hose reel shall have a capacity of 150 feet of hose.

4.65 HOSE REEL DISCHAGE: One (1) 1" discharge shall be piped from the fire pump to the hose reel with flexible high pressure hose. The quarter turn ball valve shall be controlled on pump panel. A nameplate label shall be provided near the valve control handle.

4.66 NOZZLE MOUNT: Each 1" flexible hose discharge shall have a nozzle bracket installed to hold the nozzle in place.

4.67 HOSE REEL HOSE: One (1) 150' foot length of 1" water hose shall be installed on the hose reel. The hose shall be equipped with NH threaded couplings and have a 300 PSI working pressure.

4.68 GROUND SWEEP DISCHAGES- FRONT BUMPER: Two (2) ground sweep discharge nozzles shall be installed, one each side of the front bumper. Each nozzle shall have an 1" electric control valve, switched independently in the cab. The discharges shall be equipped with removable ground sweeps nozzles angled accordingly with a 180 degree total front sweep pattern. The flow rate shall be 15-30 gpm. Each nozzle shall have a custom fabricated brush guard installed to protect from damage when off road. The valves and manifold shall be protected from damage by the front bumper and skid plate. One (1) 1.5" front bumper ground sweep discharge shall be piped to the front bumper area. The discharge shall be controlled by a 1.5" manual override valve at the rear pump area. Flexible 1.5" diameter high pressure hose shall be provided from the pump to the monitor and sweep nozzles with automatic low point drains where necessary.

4.69 FRONT BUMPER MONITOR: One (1) Akron 3462 Forestry Monitor with quick disconnect (34621103, FM 2NPTX1.5NH, 12V, 125NZ, JY, QD, VLV, RED) shall be installed. The remote monitor shall be located on the front bumper of the apparatus. The monitor shall be an all-electric single waterway monitor constructed of lightweight Pyrolite, with a 2" electric valve. The monitor shall have a fully enclosed 12-volt motor and gears with a manual override for both horizontal and vertical rotation and may be operated simultaneously. The vertical travel shall be from 45-degrees below to 90-degrees above horizontal with adjustable stops at -20 degrees and +45 degrees. The horizontal rotation shall be 320-degrees with adjustable stops at +-90-degrees. The logic box shall include coated, solid state components to resist water corrosion. The control joystick shall control the vertical and horizontal rotation of the monitor and the pattern of the nozzle. The nozzle shall be 30-125 gpm adjustable. The Akron "FireFox" monitor shall include a weather-tight enclosure and joystick controls mounted on the center cab console area. The joystick control shall include a valve trigger and following controls functions:

4.69.1 Water Valve: ON/OFF
4.69.2 Monitor: RIGHT/LEFT
4.69.3 Monitor: UP/DOWN
4.69.4 Pattern Control: STRAIGHT/FOG

4.70 MID BODY WHIP LINES: Two (2) 1" x 10' long 300# working pressure hose whips with threaded couplings shall be installed at front of body, one each side, with securement devices.

4.71 FOAM SYSTEM: A Trident Foamate ATP 1.0 foam proportioner shall be installed. The unit shall be adjustable, permitting various foam ratio percentages to be deducted depending on the nozzles in use. It shall have a foam capacity of up to 400 gpm. Foam selection percentages between .3 and 1% shall be available. The foam system has been designed for simplicity of operation and maintenance. A flush system shall be installed.

4.72 WATER TANK GAUGES: A Class 1 "Intelli-Tank" water tank level gauge shall be installed on pump panel. The tank level gauge shall indicate the liquid level on an easy to read LED display and show increments of 1/8 tank. A pressure transducer shall be mounted on the outside of the tank in an easily accessible area. CAB MOUNTED - One (1) Class 1 112124 "Intelli-Tank" mini water tank level gauge shall be installed in the cab or center console (if so equipped). The tank level gauge shall indicate the liquid level on an easy to read LED display and show increments of 1/8 tank. A pressure transducer shall be mounted on the outside of the tank in an easily accessible area.

4.73 WATER TANK SPECIFICATIONS: The water tank shall have a capacity of 400 gallons.

4.74 NFPA COMPLIANCE: The water tank construction shall conform to applicable NFPA standards.

4.75 WATER TANK SIGHT GAUGE: The water tank shall be equipped with clear water level sight gauge in the rear wall of the tank.

4.76 FILL TOWER LOCATION: The tank fill tower shall be located in the left rear corner of the water tank.

4.77 VENT & OVERFLOW: The fill tower shall incorporate a vent and overflow system shall be designed into the water tank. The system shall include a 3" diameter pipe that functions both as an air vent while emptying the tank and as an overflow when filling the tank. The overflow shall discharge excess water below the frame rails of the vehicle.

4.78 TANK TO PUMP CONNECTION: A 3" pipe shall be provided on the water tank for connection of the tank to the suction side of the pump with a flexible hump hose assembly. The tank suction valve and hump hose required to complete this connection shall be supplied by the final assembler.

4.79 PUMP TO TANK CONNECTION: An 1-1/2" connection shall be provided on the water tank for connection of the discharge side of the pump to the tank for filling purposes. The valves and hose required to complete this connection shall be supplied by the final assembler.

4.80 WATER TANK DRAIN PRVISIONS: A 1.5" plugged drain provisions shall be installed in the bottom of the water tank, sump, or plumbing for water tank draining and flush-out of debris.

4.81 PERIMETER WALL AROUND TANK: An 8" vertical poly wall shall be installed around the perimeter of the water tank to allow for storage on top of the water tank.

4.82 FOAM TANK SPECIFICATIONS: The Class A foam tank shall have a capacity of 10 gallons.

4.83 FOAM TANK AND VENTING PROVISIONS: The foam concentrate tank shall be provided with a fill pipe having a volume of not less than 2 percent of the total tank volume. The filler opening shall be capped with a sealed air-tight threaded cover. The fill opening shall be designed to incorporate a removable screen and shall be located so that foam concentrate from a five (5) gallon container can be dumped into the tank. The foam tank filler shall be equipped with a pressure/vacuum vent that enables the tank to compensate for changes in pressure or vacuum when filling or withdrawing foam concentrate from the tank. The pressure/vacuum vent shall not allow atmospheric air to enter the foam tank except during operation or to compensate for thermal fluctuations. The vent shall be protected to prevent foam concentrate from escaping or directly contacting the vent at any time. The vent shall be of sufficient size to prevent tank damage during filling or foam withdrawal. A color coded label or visible permanent marking that reads "CLASS A -- FOAM TANK FILL" shall be placed at or near the foam concentrate tank fill opening. An additional label shall be placed at or near any foam concentrate tank fill opening stating the type of foam concentrate the system is designed to use. Any restrictions on the types of foam concentrate that can be used with the system shall also be stated, along with a warning message that states "WARNING: DO NOT MIX BRANDS AND TYPES OF FOAM."

4.84 FOAM SYSTEM PIPING: A 3/4" fitting shall be provided on the foam tank for connection of the foam tank to the suction side of the foam system.

4.85 FOAM TANK DRAIN AND VALVE PROVISIONS: A 3/4" diameter connection, piping, and valve shall be installed for the foam tank for draining purposes.

4.86 FOAM TANK GAUGES: One (1) Class 1 foam tank level gauge shall be installed on pump panel. The tank level gauge shall indicate the liquid level on an easy to read LED display and show increments of 1/8 tank. A pressure transducer shall be mounted on the outside of the tank in an easily accessible area. One (1) Class 1 112124 "Intelli-Tank" mini foam tank level gauge shall be installed in the cab or center console (if so equipped). The tank level gauge shall indicate the liquid level on an easy to read LED display and show increments of 1/8 of a tank. A pressure transducer mounted on the outside of the tank in an easily accessible area.

4.87 FLAT BED BODY- ALUMINUM: The body will be custom fabricated severe service flatbed type, constructed of all aluminum. The body shall be 114" long by 96" wide, designed for a 60" cab to axle dimension. The body shall be specifically designed and engineered for off-road wildland firefighting.

4.88 FLAT-BED SUB-STRUCTURE: The body shall have 5" x 1.75" structural aluminum channel main frame rails. The body frame rails shall be isolated from the truck frame by .500" industrial isolators.

4.89 FLAT-BED CROSS-MEMBER SUB-STRUCTURE: The cross-members shall be 3" x 2 5/16"" structural aluminum I beams with cross-members on 12" centers.

4.90 FLAT-BED MOUNTING: The body shall be bolted to the chassis frame rails at the rear end of the frame. There shall be brackets installed at the middle of the body frame to prevent side to side movement. The body shall be spring mounted at the front of the body frame. The flexible mounting system shall allow for body/chassis flexing during extreme off road conditions.

4.91 ANGLED CORNERS, FLAT-BED: The front corners of the flat-bed body will be angled at approximately 45 degrees.

4.92 HEADACHE RACK: The front of the body shall have a 2" formed aluminum tube headache rack. The rack shall extend the full width of the body and be attached to the front body corners. The assembly shall extend above the chassis cab and have mounting platform for installation of the light bar and two work lights. Wiring for the lights will be placed inside the tubing for protection. The headache rack shall have four (4) vertical 2" tubes for extra strength.

4.93 FUEL FILLER: The fuel filler tube and cap shall be installed at the left hand side, rear of the body.

4.94 FENDER PANELS: The lower portion of the flat-bed body shall have fender panels over and aft of the rear wheel panel area. The panels shall be constructed of polished aluminum tread plate. The wheel well openings will be cut out to conform to the wheels.

4.95 REAR BODY PANEL: A vertical body panel shall be installed at the rear of the body constructed of .190" smooth aluminum. The panel shall house the running lights, taillights, back-up lights, and emergency lights. The body panel shall be angled to allow for a 30 degree angle of departure.

4.96 PROTECTIVE RAILS: The upper body area shall be protected with radius corner 1" diameter aluminum tube railing assembly installed around the top of the step side flat-bed body. The corners of the body shall have vertical risers space in critical areas. The railings shall act as protection for the upper body structures when off road in heavy brush conditions. The rear upper body corner rails shall house the upper emergency lights and work lights.

4.97 FLAT BED SUB STRUCTURE: The body shall have 5" x 1.75" structural aluminum channel main frame rails. The body frame rails shall be isolated from the truck frame by .500" industrial isolators.

4.98 FLAT BED CROSS MEMBERS SUB-STRUCTURE: The cross-members shall be 3" x 2 5/16"" structural aluminum I beams with cross-members on 12" centers.

4.99 ANGLED CORNERS, FLAT BED: The front corners of the flat-bed body will be angled at approximately 45 degrees.

4.100 HEADACHE RACK: The front of the body shall have a 2" aluminum tube headache rack. The rack shall extend the full width of the body and be attached to the front body corners. The assembly shall extend above the chassis cab and have mounting platform for installation of the specified light bar and work lights. Wiring for the lights shall be placed inside the tubing for protection. The headache rack shall have four (4) vertical 2" tubes for extra strength. The rack will have expanded aluminum mesh that completely covers the area adjacent to the rear cab window.

4.101 REAR BODY PANEL: The vertical body panel at the rear of the body shall be constructed of smooth .190" aluminum. The surface shall house the running lights, taillights, back-up lights, and emergency lights.

4.102 PROTECTIVE RAILS: The upper body area shall be protected with radius corner 1" diameter aluminum tube railing assembly installed around the top of the step side flat-bed body. The corners of the body shall have vertical risers space in critical areas. The railings shall act a protection to the upper body structures when off road in heavy brush conditions. The rear upper body corner rails shall house the upper emergency lights and work lights.

4.103 DRIVERS SIDE UPPER BDY COMPARTMENT: A body equipment storage compartment shall be installed on the flatbed surface, right side of the apparatus. The dimensions shall be approximately 48" wide, 24" high, and 18" deep. The compartment shall be constructed of .125" aluminum tread plate on all exterior surfaces. The

compartment shall be equipped with a lift up door with latch installed. The door shall be equipped with dual gas operated door opening assistant cylinders. Turtle tile shall be installed on the floor.

4.104 PASSENGER SIDE UPPER BODY COMPARTMENT: A body equipment storage compartment shall be installed on the flatbed surface, left side of the apparatus. The dimensions shall be approximately 48" wide, 24" high, and 18" deep. The compartment shall be constructed of .125" aluminum tread plate on all exterior surfaces. The compartment shall be equipped with a lift up door with latch installed. The door shall be equipped with dual gas operated door opening assistant cylinders. Turtle tile shall be installed on the floor.

4.105 UNDER BODY COMPARTMENT- REAR CENTER: An under body equipment storage compartment shall be installed under the flatbed surface located in the center rear of the apparatus. The dimensions shall be approximately: 33" wide, 5" high, and 96" front to rear. The compartment shall be by the vertical body beams, upper floor surface, and an aluminum lower floor area. The compartment shall be equipped with a hinged drop down door with dual latches installed.

4.106 REAR SLIDE-OUT TRAY: The rear center compartment shall be equipped with an .190" aluminum slide out tray on UHMW plastic slide pads and poly rollers. The tray shall be full width and full length of the compartment interior.

4.107 INTERIOR COMPARTMENT VENTILATION LOUVERS: The interior of the specified compartments shall be provided with louvered ventilation units.

4.108 COMPARTMENT DOOR KEY LOCKS: The hinged compartment doors shall be equipped with key type door locks.

4.109 COMPARTMENT LIGHTING. LED: Two (2) compartments shall be each be equipped with one (1) Grote 61E41, 4" diameter rubber mounted LED light.

4.110 AUTOMATIC COMPARTMENT DOOR LIGHT SWITCHES: Each exterior compartment light shall be automatically controlled by a door activated switch.

4.111 DOOR OPEN LIGHT: A "door open" or equipment operation warning light shall be installed on cab dash. The light shall be flashing LED light with a red lens.

4.112 HOSE TRAY- LEFT SIDE: A hose storage tray shall be installed over the left side equipment compartment, on the left side of the apparatus. The dimensions shall be approximately: 16" wide, 8" high, and 60" long. The hose tray shall be constructed entirely of .125" aluminum tread plate on all exterior surfaces. The assembly shall be equipped with a hinged lift up aluminum tread plate door on top, enclosed front panel, and open rear area. The hose tray shall be equipped with Turtle Tile floor covering.

4.113 TOOL STORAGE TRAY/COMPARTMENT-RIGHT SIDE: A tool storage compartment shall be installed over the right side equipment compartment, on the right side of the apparatus. The dimensions shall be approximately: 16" wide, 8" high, and 60" long. The compartment shall be constructed of .125" aluminum tread plate on all exterior surfaces. The compartment shall be equipped with a hinged lift up aluminum tread plate door with a latch installed. The compartment shall be equipped with Turtle Tile floor covering.

4.114 REAR PULL OUT STEP: There shall be a rear "Pull-Out-Fold-Down" step located at the rear of the apparatus, step shall be stowed in a pocket under the rear of the unit. Storage pocket shall be fabricated to allow easy access to deploying for operation.

4.115 FOLDING STEP: A Signature 4 lighted 8" square folding step of die cast zinc shall be installed. The step shall comply with NFPA non-slip standards and shall be installed on the rear left side of the body. The step shall be equipped with lighting to NFPA standard.

4.116 ELECTRICAL ENCLOSURE: An electric wiring enclosure for the 12 volt wiring shall be installed in the forward wall of the left side compartment with a removable panel. The dimensions of the enclosures shall be approximately 20" high, 18" wide, and 4" deep.

4.117 VOLT ELECTRICAL SPECIFICATIONS: The following describes the low voltage electrical system on the apparatus including all panels, electrical components, switches and relays, wiring harnesses and other electrical components. The apparatus manufacturer shall conform to the latest Federal DOT standards, current automotive electrical system standards and the applicable requirements of the NFPA. Wiring shall be stranded copper or

copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for which the circuit is protected. Voltage drops shall not exceed 10 percent in all wiring from the power source to the using device. The wiring and wiring harness and insulation shall be in conformance to applicable SAE and NFPA standards. The wiring harness shall conform to SAE J-1128 with GXL temperature properties. Exposed wiring shall be run in a loom with a minimum 289 degree Fahrenheit rating. Wiring looms shall be properly supported and attached to body members. Electrical conductors shall be constructed in accordance with applicable SAE standards, except when good engineering practice requires special construction. All wiring connections and terminations shall provide positive mechanical and electrical connections and be installed in accordance with the device manufacturer's instructions. When wiring passes through metal panels, electrical connections shall be with mechanical type fasteners and rubber grommets Wiring between cab and body shall be split using Deutsche type connectors or enclosed in a terminal junction panel allowing body removal with minimal impact on the apparatus electrical system. Connections shall be crimp-type with heat shrink tubing with insulated shanks to resist moisture and foreign debris such as grease and road grime. Weather resistant connectors shall be provided throughout the system. Electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions. When required, automatic reset breakers and relays shall be housed in the main body junction panel. There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless enclosed in an electrical junction box or covered with a removable electrical panel. Wiring shall be secured in place and protected against heat, liquid contaminants and damage. Low voltage overcurrent protective devices shall be provided for the electrical circuits. The devices shall be accessible and located in required terminal connection locations or weather resistant enclosures. Overcurrent protection devices shall be automatic reset type suitable for electrical equipment and meet SAE standards. All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of maximum current for which the circuit is protected. Electro-magnetic interference suppression shall be provided in the system as required in applicable SAE standards. The electrical system shall include the following:

4.117.1 Electrical terminals in weather exposed areas shall have a non-conductive grease or spray applied. All terminal plugs located outside of the cab or body shall be treated with a corrosion preventative compound.

4.117.2 All electrical wiring shall be placed in a protective loom or be harnessed. Exposed connections shall be protected by heat shrink material and sealed connectors. Large fender washers shall be used when fastening equipment to the underside of the cab roof and all holes made in the roof shall be caulked with silicone. Electrical components installed in exposed areas shall be mounted in a manner that will not allow moisture to accumulate inside. A coil of wire must be provided behind an electrical appliance to allow them to be pulled away from mounting area for inspection and service work. All lights in a weather exposed area that have their sockets shall have corrosion preventative compound added to the socket terminal area.

4.117.3 Warning lights shall be switched in the chassis cab with labeled rocker type switches located in an accessible location. Individual rocker switches shall be provided only for warning lights provided exceeding the minimum level of warning lights in either the stationary or moving modes. All electrical equipment switches shall be appropriately identified as to their function and mounted on a switch panel mounted in the cab convenient to the operator. For easy nighttime operation, an integral indicator light shall be provided to indicate when a circuit is energized. A single warning light switch shall activate all required warning lights. This switch will allow the vehicle to respond to an emergency "calling for the right of way". When the parking brake is activated, a "blocking the right of way" system shall be automatically activated per NFPA requirements. "Clear" warning lights shall be automatically shed on actuation of parking brake.

4.118 ELECTRICAL HARNESS & WIRING: All wiring shall be hidden, enclosed, or protected under the body in protective material, or within the apparatus body components. In addition, split loom conduits shall be installed and enclosed, suitably secured and protected against heat and physical damage.

4.119 BATTERY MASTER DISCONNECT: A battery disconnect system shall be installed to control the 12 volt power supply from the battery system to the body and cab final stage manufacturer installed equipment. The solenoid shall be controlled by the standard key starter switch.

4.120 BATTERY CHARGER & 120 VOLT SHORE POWER RECEPTACLE: A Kussmaul Autocharge 1000 model #091-215-12-194B, high output automatic battery charger shall be provided. The battery charger shall be wired to the 12 volt battery system. The unit shall be mounted in a clean, dry area accessible for service and/or maintenance. It shall be wired to the specified shore power receptacle. It shall include a 091-194-IND Digital Status Display Center installed. It shall also include a 091-55-15-120 15 amp "auto-eject" shore power receptacle shall be

provided with hinged weatherproof cover and an enclosure for protection from dirt and damage. The shore power plug shall be "ejected" when the chassis's engine starter is engaged and the receptacle shall be wired to any 120 volt A/C equipment requiring shore power. Location shall be: Determined at the Pre-Construction conference.

4.121 D.O.T. IDENTIFICATION LIGHTS: All LED identification lights shall be installed on the vehicle as required by applicable highway regulations.

4.122 LICENSE PLATE MOUNTING: An LED license plate light shall be installed on the rear vertical wall of the body.

4.123 BRAKE, TURN, TAIL LIGHTS: Two (2) Whelen M6 Series Model M6BTT 4-5/16" x 6-3/4" brake, turn, tail lights with M6FC chrome flanges shall be provided. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The light-heads configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens. The light-heads shall be surface mountable via two screws. The light-heads shall utilize an optic collimator and a chrome vacuum metalized reflector for maximum illumination. The light-head shall include 164 flash patterns including: a variety of CA Title 13 compliant, sinkable, left/right, top/bottom, in/out, and steady burn. The light-heads shall have the Whelen exclusive NERM (Non-Emergency Recognition Mode) feature. The lens/reflector assembly shall be wet sealed and resistant to: water, moisture, dust, and other environmental conditions. The outer lens shall have a hard coating applied to increase strength and ensure longevity. The light engine shall be installed at the rear of the unit and be completely sealed. The pc board shall be conformal coated for additional protection. The lights shall be furnished with five 6" wire pigtails, a Santoprene rubber gasket and the #M6FC chrome flanges shall be included for installation.

4.124 BACK UP LIGHTS: Two (2) Whelen M-Series, 4" x 6" rear LED back-up lights shall be installed.

4.125 OFF- ROAD LIGHTS: There shall be two (2) Warn 4" HID (High Intensity Discharge) lights installed on front bumper/grille guard.

4.126 NO BUMPER GROUND: There shall be no under bumper ground lights installed.

4.127 GROUND LIGHTS-CAB: Two (2) Grote #61E41 LED ground lights shall be installed under the cab step area in compliance with NFPA standards, one (1) on each side of the apparatus, wired to parking brake circuit and a switch in the cab.

4.128 GROUND LIGHTS – UNDER REAR STEP: Two (2) Grote #61E41 LED ground lights shall be installed under the rear step area, one on each side of the apparatus.

4.129 WORK LIGHTS: Four (4) Grote #61E41 LED step lights with clear lens shall be installed, wired to switch on the cab dash. Location shall be: in each corner of the protective tubing assembly to light the pump panel and the front body walkway area.

4.130 SCENE LIGHT: Six (6) Rigid Manufacturing Dually 20211 scene lights shall be installed. The LED scene lights shall incorporate clear LED's with a clear optic polycarbonate lens for maximum illumination.
Location shall be: Two (2) outward facing, each side of body, two (2) rear facing.

4.131 BACK-UP CAMERA SYSTEM: One (1) Rear View Systems camera system shall be furnished utilizing two (2) cameras which provides a wide field of view and picture quality. A sealed camera enclosure shall be utilized along with electronic connections. The color monitor shall be installed in cab. One (1) camera shall cover the rear of the apparatus, which will activate during back-up mode and during normal operations if needed. One (1) camera shall cover the driver's side cubicle.

4.132 RADIO INSTALLATION: Two (2) fire radios shall be supplied by the purchaser to be installed.

4.133 BACK UP ALARM: One (1) Buyers #BA107 back up alarm shall be installed.

4.134 ELECTRONIC SIREN: One (1) Whelen, Model #CCSRN3 CENCOM siren and twenty-one (21) auxiliary switches with noise canceling microphone shall be provided. Siren head will be mounted low on the front dash in easy reach of the driver.

4.135 SIREN SPEAKER: One (1) Whelen Model #SA315P Projector Series siren speaker shall be provided with bracket. The 100 watt siren speaker shall be designed in a black nylon composite housing with 123 decibel rating. Location shall be: Behind the front bumper.

4.136 MOUNTING OF LIGHT BAR WITH PRTECTIVE GUARD: The cab bar light shall be mounted on the headache bar shelf with an aluminum brush guard protective guard assembly.

4.137 LIGHTBAR: A Whelen Legacy low profile Super-LED NFPA lightbar shall be installed. The 54" lightbar shall be designed to meet the minimum clearing requirements for Zone A Upper. The internal components of the lightbar shall be housed within a two piece extruded aluminum base/top. The outer shell shall be clear optic polycarbonate lenses designed to maximize light output and shield against environmental elements. The lightbar shall utilize snap-in brackets to hold in the lightheads. The brackets shall give the end user the ability to make quick repairs. The lightbar shall have all solid state components. The lightbar shall have two wire harnesses exiting the unit: one (1) 17 conductor 22 gauge control cable which controls all internal light functions; and one (1) 2 conductor 10 gauge cable for main power and ground. Each cable shall be 15' long. The lightbar shall have four (4) red Linear Super-LED corner modules to provide off angle protection for the front and rear of the vehicle. Each corner module shall consist of twelve (12) Super-LEDs mounted within a vacuum metalized parabolic reflector. The corner module shall also utilize an optic collimator for maximum light output. The twelve (12) LEDs shall be mounted in one straight line. The solid state I/O board shall be microprocessor controlled. The I/O board shall have built-in reverse-polarity protection and output-short protection. The board shall have the ability to flash sixteen (16) LED warning lights. There shall be a data bank of 13 Scan-Lock flash patterns including steady burn. The board shall also have outputs to add takedown and alley lights. Low power and cruise light function shall also be included. The cruise light function shall allow the user to employ the four (4) corner modules as marker courtesy lights. The lightbar shall include clear "Take Down" and "Alley Lights" included. The lightbars shall have an amber "Traffic Advisor" built into the rear portion of the lightbar.

4.138 NFPA WARNING LIGHTS:

4.138.1 ZONE A -- LOWER FRONT WARNING LIGHTS: Two (2) Whelen M-7 Series Model #M7R 3" x 7" warning lights and a chrome flange shall be in the front forward facing area of the front bumper. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lightheads configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens. The lightheads shall be surface mountable via two screws. The lightheads shall utilize an optic collimator and a chrome vacuum metalized reflector for maximum illumination.

4.138.2 ZONE B AND D -- INTERSECTION LIGHTS: Two (2) Whelen M-7 Series Model #M7R 3" x 7" warning lights and a M6FC chrome flange shall be installed on bumper extension, as far forward as possible. The warning lights shall incorporate Linear Super-LED and Smart LED Technology. The light-heads configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens.

4.138.3 ZONE B AND D -- LOWER REAR CORNER WARNING LIGHTS: Two (2) Whelen M-7 Series Model #M7R 3" x 7" warning lights and a chrome flange shall be installed in lower rear side corner body area. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lightheads configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens.

4.138.4 ZONE B AND D -- UPPER SIDE REAR WARNING LIGHTS: Two (2) Whelen M-7 Series Model #M7R 3" x 7" warning lights and a M6FC chrome flange shall be installed in the upper rear body side panel. The
warning lights shall incorporate Linear Super-LED and Smart LED technology. The lightheads configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens.

4.138.5 ZONE B AND D -- UPPER REAR WARNING LIGHTS: Two (2) Whelen M-7 Series Model #M7R 3" x 7" warning lights and a chrome flange shall be installed in the upper rear corner of the handrails. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lightheads configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens.

4.138.6 ZONE C -- LOWER REAR WARNING LIGHTS: Two (2) Whelen M-7 Series Model #M7R 3" x 7" warning lights and a chrome flange shall be lower rear of body. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lightheads configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens.

4.139 CAB REFLECTIVE LETTERING: The cab lettering shall be Scotchlite reflective material, shaded in black. A quantity of (50) three inch (3") letters shall be installed as directed by Fire Department.

4.140 CUSTOM GRAPHICS: The apparatus shall be provided with two (2) custom designed sign gold graphics, emblems, or seals. The installation shall be designed primarily with letters and numbers as specified. The purchaser shall approve of the design graphics to installation.

4.141 CAB & BODY STRIPING: The cab and body shall have a straight Scotchlite reflective stripe applied horizontally. The stripe shall be a 4" minimum in width and be applied horizontally around the cab and body in accordance with NFPA standards. The purchaser shall specify the color and location of the stripe.

4.142 FRONT CHEVRON STRIPING: There shall be alternating chevron striping installed across the front bumper where permitted. The chevron striping shall consist of 6" diamond grade striping in the following colors:

4.142.1 The first color shall be red diamond grade The second color shall be lime yellow diamond grade

4.143 REAR CHEVRON STRIPING: There shall be alternating chevron striping installed on the rear vertical body panel. The chevron striping shall consist of 6" diamond grade striping in the following colors:

4.143.1 The first color shall be red diamond grade. The second color shall be lime yellow diamond grade.

4.144 CAPACITIES PLACARD: The apparatus shall have a reflective placard that provides the following information:

4.144.1 Water Tank Capacity
4.144.2 Pump Capacities
4.144.3 NWCG Typing
4.144.4 Skeeter Contact Information

4.145 SPANNER & HYDRANT WRENCH SET WITH MOUNTING BRACKET: One (1) Kocheck lightweight spanner wrench holder shall be installed. The bracket shall hold one (1) hydrant wrench and two (2) universal spanners. It shall be mounted on the rear vertical exterior panel of the left side compartment.

4.146 CHASSIS PREPARATION: The chassis cab shall be "prepped" for fire apparatus production as follows:

4.146.1 Wash and clean chassis
4.146.2 Weigh chassis for NFPA reports
4.146.3 Quality control check in.

4.147 SEATING: There shall be a label identifying the number of seat belted locations on the unit.

4.148 WARNING LABEL- SEAT BELT USAGE: A warning label for use of seat belts shall be installed in the cab by the chassis manufacturer.

4.149 LOUD NOISE WARNING LABEL: A final stage manufacturer shall install "hearing loss" potential warning labels on the vehicle in any areas or fixed equipment that produces excessive noise levels. (exhaust outlet, sirens and air horns shall not be required for such equipment.)

4.150 WARNING LABEL- NO RIDING ON REAR: A warning label stating: "NO RIDING ON REAR OF APPARATUS" shall be installed on rear of the apparatus. The label shall be applied to the vehicle at the rear step area. The label shall warn personnel that riding in or on these areas, while the vehicle is in motion, is prohibited.

4.151 SKEETER BRUCH TRUCK EMBLEMS: Three (3) Skeeter Brush Trucks emblems will be affixed to the cab and body.

4.152 FINAL ASSEMBLY AND APPARATUS FINISHING PREP SPECIFICATIONS: The apparatus shall be assembled in a high quality and controlled environment. The fit, form, and finish of the body shall be to the highest level fire apparatus manufacturing standards. On completion, the apparatus shall be totally ready for final inspection and road testing as required by the general requirement section for this specified vehicle.

4.153 RESERVED

4.154 ELECTRICAL LOAD ANALYSIS: A 12 volt electrical load analysis shall be provided to denote response and stationary modes of electrical amp load.

4.155 COMPLIANCE: The fire apparatus shall be built to the purchaser's requirements in compliance to all State, Local, and Federal highway safety requirements. The vehicle is not intended to meet any or all standards of the NFPA.

4.156 FACTORY FIRE PUMP TEST: The pump shall undergo a full in factory fire pump test, which shall be witnessed and certified test by the factory engineer, prior to delivery of the completed apparatus. The factory test acceptance certificate shall be furnished with the apparatus on delivery. FIRE PUMP TEST: The fire pump shall undergo factory fire pump run-in tests for a minimum of 2 hours prior to delivery of the completed apparatus. The factory pump testing results shall be furnished on delivery.

4.157 ROAD TEST: A road test will be conducted with the apparatus fully loaded and a continuous run of no less than ten (10) miles. During that time the apparatus 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.

4.158 APPARATUS WARRANTY SKEETER MANUFACTURED ITEMS: All components manufactured by Skeeter Brush Trucks shall come with a 5 year parts and labor warranty. In the event the apparatus is deployed outside of its normal area of operation, warranty and service must be available at any Siddons-Martin facility at the discretion of City.

4.159 FIRE PUMP WARRANTY: All components manufactured by Hale Products, Inc. shall be warranted to be free from defects in material and workmanship, under normal use and service, for a period of 3 years.

4.160 PRE-CONSTRUCTION MEETING: A pre-construction meeting shall be conducted at the manufacturer's plant. City's transportation to this meeting shall be City's responsibility.

4.161 DEMONSTRATION AND FAMILIARZATION OF VEHICLE: The bidder shall demonstrate and familiarize the purchaser regarding the vehicle's operation. This shall included operation of chassis, major components, review of delivery information and documentation. This demonstration shall be completed at Skeeter Brush Trucks factory location in Kirby, Texas.

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.

Cooperative Contract Provisions.

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

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

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

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

Exhibit I – All applicable terms and conditions of the Cooperative Purchasing Contract number HT06-14 through HGAC.

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

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

Warranty.

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

Rejection of Disclaimers of Warranties & Limitations Of Liability.

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

All Or None Bid.

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

Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Incorporation of Attachments.

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

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

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

Invoicing and Payment.

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

Information Required On Invoice.

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

Payment by City.

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

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

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

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

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

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

Termination.

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

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

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

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

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

INDEMNIFICATION.

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

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

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

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

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

Records Retention.

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

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

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

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

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

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

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

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

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

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

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.	
Signer's Name	David A. Duggan
Name of Business	Siddons-Martin Emergency Group, LLC
Street Address	14233 Unterdrive West
City, State, Zip Code	Houston, Texas, 77032
Email Address	David.duggan@siddons-martin.com
Telephone No.	800-784-6806
Fax No.	281-442-0806
City's Solicitation No.	6100006775

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	2	Dodge 5500 Type 6 Brush Truck

PRICE EACH: $ 177,497.00 per unit

TOTAL PRICE: $ 355,994.00 Including HGAC Fee

YEAR, MAKE & MODEL CAB & CHASSIS:

2017 Dodge 5500 Turbo Diesel 4x4 two door

CAB & CHASSIS WARRANTY:

Dodge Warranty 3 Year/ 36,000 Miles

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

6.7 liter Cummins Turbo Diesel 305 Horsepower

ENGINE WARRANTY:

Engine warranty 5 Year/100,000 Miles

SPECIFIC MAKE & MODEL OF TRANSMISSION OFFERED:

6 Speed Aisin drive train 5 Year/100,000 Miles

TRANSMISSION WARRANTY:

Drive Train 5 Year/100,000 Miles

WARRANTY SERVICE PROVIDER NAME: Chassis Warranty any Dodge Dealer / Body Warranty

Siddons-Martin Emergency Group, LLC

WARRANTY PROVIDER ADDRESS: Any Dodge Dealer Location / Body 5511 Benz-Englemann, Krby,

Texas 78219

PRODUCTION CUT-OFF DATE: Depending on Dodge chassis Delivery

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: Depending on Dodge chassis Delivery.

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? Depending on Dodge chassis Delivery.

ITEM	QUANTITY	DESCRIPTION
1a	2	COOPERATIVE FEE

COOPERATIVE FEE EACH: $ 500.00

TOTAL COOPERATIVE FEE: $ 1,000.00

DELIVERY: Delivery shall be made within 270 calendar days after issuance of purchase order.

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

ATTACHMENT B

Veteran-Owned Small Business Preference Program Form

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

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

Tracking. **This solicitation is not eligible for a preference** based on status as a veteran-owned small business (VOSB). Nevertheless, in order to determine whether the program can be expanded at a later date, the City tracks VOSB participation at both prime contract and subcontract levels.

Certification. The City relies on inclusion in the database of veteran-owned small businesses (VOSB) maintained by the U.S. Small Business Administration to verify VOSB status; however, veteran status may also be confirmed by certification by another public or private entity that uses similar certification procedures.

Definitions.

The program uses the federal definitions of veteran and veteran-owned small business found in 38 CFR Part 74.

- The term "veteran" means a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps, Coast Guard, for any length of time and at any place and who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in line of duty or while in training status.

- A veteran-owned small business is a business that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as "small" for Federal business size stand purposes.

The program uses the below definition of joint venture.

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

The program does not distinguish between a veteran and a service-disabled veteran-owned business and is not limited geographically.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR BID/PROPOSAL.

INSTRUCTIONS

- IF SUBMITTING AS A PRIME CONTRACTOR ONLY, COMPLETE **SECTION 1** OF THIS FORM.

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

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

SOLICITATION NAME/NUMBER: 6100006775

Name of Respondent:	Siddons-Martin Emergency Group, LLC	
Physical Address:	14233 Interdrive West	
City, State, Zip Code:	Houston, Texas 77032	
Phone Number:	800-748-6806	
Email Address:	David.duggan@siddons-martin.com	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

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

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Veteran-Owned Small Business Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

BIDDER/RESPONDENT'S FULL NAME:

David A. Duggan Siddons-Martin Emergency Group, LLC
(Print Name) Authorized Representative of Bidder/Respondent

(Signature) Authorized Representative of Bidder/Respondent

Sales Consultant
Title

November 9, 2015
Date

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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity 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), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Siddons-Martin Emergency Group, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

N/A

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☒ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

11-09-2015

Date

City of San Antonio

Office of the City Clerk

CONFLICT OF INTEREST QUESTIONNAIRE ADDENDUM

FORM CIQ-A

For vendor or other person doing business with local governmental entity

Completed Conflict of Interest Questionnaires and Conflict of Interest Questionnaire Addenda are to be submitted by all individuals and/or entities who seek to do business with the City of San Antonio. Completed Forms shall be filed with the City Clerk no later than the 7th business day after the date the person/entity: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City.

A CIQ and CIQ Addendum are required to be filed for **EACH** solicitation submitted, and are required to be submitted together.

1 **Name of person who has or is seeking to have a business relationship with the City of San Antonio.**

2 **Name of Company that has or is seeking to have a business relationship with the City of San Antonio.**

Siddons-Martin Emergency Group, LLC

2a **Business Contact information for Company listed above.**

Business Address: 3500 Shelby Lane, Denton, Texas 76207

Phone: 281-442-6806

Email: pat.siddons@siddons-martin.com, david.duggan@siddons-martin.com

3 **Bid Name or Description of Service**

BID # 6100006775 Brush Trucks (fire service)

4 **Printed name of person doing business with the City of San Antonio (same as denoted on Box 4 of Form CIQ).**

David A. Duggan Sales Consultant

Completed Conflict of Interest Questionnaires and Addenda should be mailed or hand-delivered separately from the solicitation (bid) to one of the following addresses:

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

Physical Address: **Office of the City Clerk**
City Hall, 2nd Floor
100 Military Plaza
San Antonio, TX 78205

Print Form

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	HT06-14	Date Prepared:	10/23/2015

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	San Antonio	Contractor:	Freedom - CDJR
Contact Person:		Prepared By:	Tim Middlebrooks
Phone:		Phone:	972-707-9438
Fax:		Fax:	214-350-0085
Email:		Email:	tmiddlebrooks@freedomfleetsales.com

Product Code:	L2	Description:	2015 Reg Cab 5500 Cab Chassis

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 31,600.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
6.7 Diesel	6,776	6 Speed Auto Trans	1,186.00
Snow Plow Prep	250.00	60 In Ca	N/C
4x4	1,710.00	Power and Remote Entry	850
Vinyl Floor Vinyl Seats	N/C	All Weather Tires	250
Ambulance Prep	445		
		Subtotal From Additional Sheet(s):	
Flame Red	N/C	**Subtotal B:**	11467

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Options Per Contract # HGAC FS 12-13			
Skeeter Brush Truck	130,683.00	**Subtotal From Additional Sheet(s):**	
		Subtotal C:	130683

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 303%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	2	X Subtotal of A + B + C:	173750	=	Subtotal D:	347500

E. H-GAC Order Processing Charge (Amount Per Current Policy) **Subtotal E:** 1000

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Loose Equipment	7594	Delivery x 2	900.00
Multi Unit Discount	-3,000.00	Install	2000
		Subtotal F:	7494

Delivery Date:	TBD	G. Total Purchase Price (D+E+F):	355994

Siddons-Martin Emergency Group
Protecting the Southwest

3500 Shelby Lane
Denton, Texas 76207
GDN P115891
TXDOT MVD No. A115890
EIN 27-4333590

October 26, 2015

Michael Hinojosa, Battalion Chief
San Antonio Fire Department
230 South Callaghan Rd.
San Antonio TX 78227

RE: Proposal for Dodge 5500 Type 6 Brush Truck

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to San Antonio Fire Department. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB San Antonio Fire Department and training on operation and use of the apparatus.

Description		Amount
840854- (2) Dodge 5500 Type 6 Brush Truck ($ 175,200.00 ea) Dodge, RAM 5500 REG CAB, Skeeter, Flatbed, 400 gal, Hale HPX300-KB24, 24 Price guaranteed for 30 days. Delivery within 8-9 months of order date.	Vehicle Price	$ 350,400.00
	Loose Equipment	$ 7,594.00
	SUB TOTAL	**$ 357,994.00**
	H-GAC FS12-13 Skeeter	$ 1,000.00
	Multi-Unit Discount	($ 3,000.00)
	TOTAL	**$ 355,994.00**

Taxes. Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee. A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation. In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

(A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
(B) 20% of the Purchase Price after completion of the approval drawings;
(C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance. In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of TX. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,

David Duggan
Siddons-Martin Emergency Group, LLC

I, _____, the authorized representative of San Antonio Fire Department, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

_____
Signature & Date