

AN ORDINANCE      2013-01-31-0063

**ACCEPTING THE BID FROM OSHKOSH CORPORATION TO PROVIDE THE AVIATION DEPARTMENT WITH AN AIRCRAFT RESCUE AND FIRE FIGHTING VEHICLE FOR THE SAN ANTONIO INTERNATIONAL AIRPORT FOR A TOTAL COST OF \$762,749.00; FUNDED WITH FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM GRANT FUNDS AND AIRPORT IMPROVEMENT AND CONTINGENCY FUNDS FOR ELIGIBLE PROJECT COSTS.**

\* \* \* \* \*

**WHEREAS**, a bid was submitted to provide the City of San Antonio with an aircraft rescue and fire fighting vehicle for the San Antonio International Airport; and

**WHEREAS**, the bid was submitted by Oshkosh Corporation for a total cost of \$762,749.00; **NOW THEREFORE:**

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

**SECTION 1.** The bid submitted by Oshkosh Corporation to provide the City with an aircraft rescue and fire fighting vehicle for the San Antonio International Airport for a total cost of \$762,749.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. Attached hereto and incorporated herein for all purposes as Exhibit I are the bid tabulation sheet and bid.

**SECTION 2.** The amount of \$572,061.00 is appropriated in SAP Fund 2605833052, ARFF Vehicle, SAP Internal Order 133000000102, Fr 2605833052 to 33-00045-90-01, SAP General Ledger 6102100, Interfund Transfers Out. The amount of \$572,061.00 is authorized to be transferred to SAP Fund 51099000, Airport Capital Projects.

**SECTION 3.** The budget in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00045, ARFF Vehicle Replacement, shall be revised by increasing SAP WBS Element 33-00045-90-01, Trf Fr I/O 133000000102, SAP General Ledger 6101100, Interfund Transfers In, by the amount \$572,061.00.

**SECTION 4.** The amount of \$190,688.00 is appropriated in SAP Fund 51013000, Capital Improvements Fund, SAP WBS Element AV-00006-01-02-53, Trf To 33-00045-90-02, SAP General Ledger 6102100, Interfund Transfers Out. The amount of \$190,688.00 is authorized to be transferred to SAP Fund 51099000, Airport Capital Projects.

**SECTION 5.** The budget in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00045, ARFF Vehicle Replacement, shall be revised by increasing SAP WBS Element 33-00045-90-02, Trf Fr AV-00006-01-02-53, SAP General Ledger 6101100, Interfund Transfers In, by the amount \$190,688.00.

**SECTION 6.** The budget in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00045, ARFF Vehicle Replacement, shall be revised by increasing SAP WBS Element 33-00045-05-02, 3000 – Gal Vehicle, SAP General Ledger 5501055, Mach & Equip Auto by the amount \$762,749.00.

**SECTION 7.** Payment in the amount of \$762,749.00 in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00045, ARFF Vehicle Replacement, is authorized to be encumbered and made payable to Oshkosh Corporation for the acquisition of an aircraft rescue and fire fighting vehicle.

**SECTION 8.** The acquisition of this vehicle must be coordinated through the city’s Finance Department to assure the addition of these assets into the City’s financial records and to record the proper accounting transactions.

**SECTION 9.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

**SECTION 10.** This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage hereof.

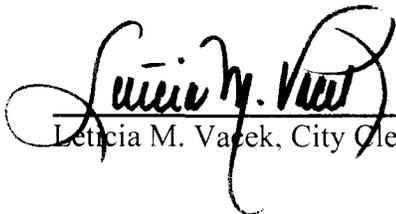
**PASSED AND APPROVED** this 31<sup>st</sup> day of January, 2013.



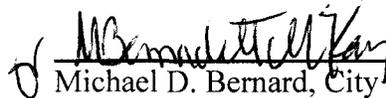
M A Y O R  
Julián Castro

**ATTEST:**

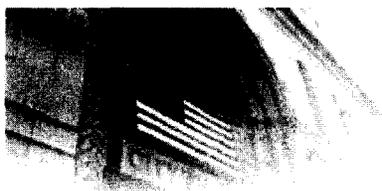
**APPROVED AS TO FORM:**



Leticia M. Vacek, City Clerk

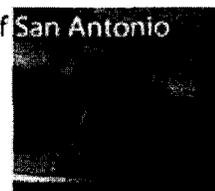


Michael D. Bernard, City Attorney



Request for  
**COUNCIL**  
**ACTION**

City of San Antonio



## Agenda Voting Results - 5

<b>Name:</b>	5						
<b>Date:</b>	01/31/2013						
<b>Time:</b>	10:34:37 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance accepting the bid from Oshkosh Corporation to provide the Aviation Department with an Aircraft Rescue and Fire Fighting Vehicle for the San Antonio International Airport for a total cost of \$762,749.00; funded with Federal Aviation Administration Airport Improvement Program grant funds and Airport Improvement and Contingency Funds for eligible project costs. [Ben Gorzell, Chief Financial Officer; Troy Elliott , Director, Finance]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				
Leticia Ozuna	District 3		x				x
Rey Saldaña	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7	x					
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x			x	
Carlton Soules	District 10	x					

# EXHIBIT I

City of San Antonio Bid Tabulation

Opened: December 3, 2012		Oshkosh Corporation		Rosenbauer Minnesota, LLC	
For: Aircraft Rescue and Fire Fighting (ARFF) Vehicle		3100 N. McCarthy Road		5181 260th St. - PO Box 549	
6100002132		Appleton, WI 54913		Wyoming, MN 55092	
		SM			
		920-749-2230			
Item	Description	Quantity			
1	Heavy Rescue Fire - Class 5, 3000-gallon ARFF Vehicle with HRET	1			
	Price Each		\$762,749.00		\$769,992.00
	Price Total		\$762,749.00		\$769,992.00
	Make and Model Cab & Chassis Warranty		Oshkosh Striker 3000 12 months Manufacturer		Rosenbauer Panther 6X6 with HRET 1 year Manufacturer
	Make and Model of Engine Warranty		Caterpillar C-16 60 months Manufacturer		Detroit Diesel Series 60 5 years Manufacturer
	Make and Model of Transmission Warranty		Allison EVS4800 60 months Manufacturer		Twin Disc TD61-1179 2 years Manufacturer
	Make and Model of Body Warranty		Oshkosh Striker 3000 12 months Manufacturer		Panther 6X6 1 year Manufacturer
	Warranty of Complete Vehicle		12 months		1 year
	Warranty for any component warranty that exceeds the Warranty of the Complete Vehicle		Transmission, Engine 60 months		Paint - 5 years Water Tank - Lifetime
	Production Cut-Off Date		2/3/2013		2/1/2013
	Last Day City Can Place Order Without Missing Cut-Off Date		2/3/2013		2/1/2013
	Attachment of Technical Proposal		Yes		Yes
	Delivery		300 days		330 days
	Payment Terms		Net 30		Net 30
	Total		\$762,749.00		\$769,992.00
	<b>Total Award</b>		<b>\$762,749.00</b>		

ORIGINAL



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

FORMAL INVITATION FOR BID ("IFB") NO.: 6100002132

AVIATION - AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF) VEHICLE

Date Issued: NOVEMBER 16, 2012

**BIDS MUST BE RECEIVED NO LATER THAN:**  
**2:00 PM DECEMBER 03, 2012**

**ORIGINAL**

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

Address for hard copy responses:

Physical Address:  
City Clerk's Office  
100 Military Plaza  
2<sup>nd</sup> Floor, City Hall  
San Antonio, Texas 78205

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

For Hard Copy Submissions, Mark Envelope  
"AVIATION - AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF) VEHICLE"  
Bid Due Date: 2:00 p.m., DECEMBER 03, 2012  
Bid No.: 6100002132  
Bidder's Name and Address

Bid Bond: NO      Performance Bond: NO      Payment Bond: NO      Other: NO

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: N/A      DBE / ACDBE Requirements: YES

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

Pre-Submittal Conference \* NO

\* If YES, the Pre-Submittal conference will be held on N/A at N/A at N/A

Staff Contact Person: SONNY MUNIZ, PROCUREMENT SPECIALIST II, P.O. Box 839966, San Antonio, TX 78283-3966.  
Email: OFELIO.MUNIZ@SANANTONIO.GOV

SBEDA Contact Information: LISA BRICE, 210-207-3505, LISA.BRICE@SANANTONIO.GOV

**002 - TABLE OF CONTENTS**

|No table of contents entries found. |

## 003 - INSTRUCTIONS FOR BIDDERS

### Submission of Bids.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

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

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

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

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

#### Pre-Submittal Conference.

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

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

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

#### Changes to IFB.

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

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

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

#### Preparation of Bids.

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

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

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

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

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

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

#### Description of Supplies.

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

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

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

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

#### Estimated Quantities for Annual Contracts.

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

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

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

Confidential or Proprietary Information. All bids become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Bidder should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Bidder may not be considered confidential under Texas law, or pursuant to a Court order. Note that pursuant to state law, bids are opened publicly and read aloud. In addition, bids are tabulated and posted to the City's website, so shall not be considered proprietary or confidential.

Interlocal Participation.

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

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

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

Rejection of Bids.

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

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

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

The bid is conditional; or

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

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

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

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

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

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

Evaluation and Award of Contract.

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

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

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

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

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

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

#### Inspection of Facilities/Equipment.

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

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

#### Prompt Payment Discount.

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

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

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

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

#### Bid Protest Procedures.

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

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

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

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

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

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

004 - SPECIFICATIONS / SCOPE OF SERVICES

**SCOPE:**

The City of San Antonio is requesting bids for a turnkey unit, Heavy Rescue Fire – Class 5, Aircraft Rescue and Fire Fighting (ARFF) Vehicle, in accordance with the specifications listed herein. This equipment will be utilized by the Aviation Department for carrying rescue and fire fighting equipment for the purpose of rescuing aircraft passengers, preventing aircraft fire loss, and combating fires in aircraft.

**DELIVERY:**

All deliveries are to be made inside the City limits of San Antonio. Vendor must deliver equipment to San Antonio International Airport/ARFF Station, Attn: Capt. Rakowitz, 1750 Skyplace Blvd., San Antonio, TX 78216. 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. All vehicles are required to have a full tank of fuel and diesel exhaust fluid (if applicable). Vehicles are to be delivered with current state inspection decal (which provides for operational readiness should the vehicle be required to traverse on public streets).

**WARRANTY:**

All warranty work will be performed at no cost to the City of San Antonio, including cost of transportation to and from location where work will be performed.

**SPECIFICATIONS:**

**ITEM 1 Heavy Rescue Fire – Class 5, 3000-gallon ARFF Vehicle with HRET**

1. EQUIPMENT. This Procurement Specification (PS) covers a commercially produced diesel engine driven Aircraft Rescue Fire Fighting (ARFF) vehicle for use at an FAR Part 139 Certified operating airport. It includes a 3,000 gallon water/Aqueous Film Forming Foam (AFFF) fire suppression system:

450 lb potassium-based dry chemical and 460 lb halogenated agent complementary systems.

2. CLASSIFICATION. The ARFF vehicle(s) covered by this PS are classified in accordance with Part 139, Certification and Operations: Land Airports Serving Certain Air Carriers, Section 315, Aircraft Rescue and Firefighting: Index Determination; Section 317, Aircraft Rescue and Firefighting: Equipment and Agents; and Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5220-10, Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles, as follows:

Airport Index	Vehicle Class	Minimum Rated Capacities (gallons/liters)
Index D	5	3000 gallon/11,356 liter water/AFFF solution
Index D	5	3500 gallon/13,249 liter water/AFFF solution
Index D	5	4000 gallon/15,142 liter water/AFFF solution
Index D	5	4500 gallon/17,034 liter water/AFFF solution

3. VEHICLE CONFORMANCE/PERFORMANCE CHARACTERISTICS. The ARFF vehicle will be in accordance with the applicable requirements of National Fire Protection Association (NFPA) 414, Standard for Aircraft Rescue and Fire Fighting Vehicles (2007 Edition), and AC 150/5220-10, Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles.

General Administration Requirements.

3.1.1 Manuals. Technical manuals will consist of operator, service, and parts manuals. All manuals are required to be provided in hardcopy and in digital format on CDs when requested.

3.1.1.1 Technical manuals. The overall format for the manuals will be commercial. Each technical manual will have a title page. Line art will be used to the maximum extent possible for illustrations and parts lists. One complete set of engine and transmission parts, service and operator's manuals will be packed with each vehicle.

- a. The contractor will provide digitized manuals in CD format when requested in addition to or in place of printed paper copies.
- b. The contractor will provide two complete sets of hardcopy manuals and/or CDs when requested.

3.1.1.1.1 Operator's manual. The operator's manual will include all information required for the safe and efficient operation of the vehicle, including fire extinguishing systems, equipment, and any special attachments or auxiliary support equipment. As a minimum, the operator's manual will include the following:

- a. The location and function of all controls and instruments will be illustrated and functionally described.
- b. Safety information that is consistent with the safety standards established by the Occupational Safety and Health Administration (OSHA) and NFPA.
- c. All operational and inspection checks and adjustments in preparation for placing the vehicle into service upon receipt from the manufacturer.
- d. Tie down procedures for transport on a low-boy trailer.
- e. Warranty information and the period for the warranty coverage for the complete vehicle and for any component warranty that exceeds the warranty of the complete vehicle. Addresses and telephone numbers will be provided for all warranty providers.
- f. General description and necessary step-by-step instructions for the operation of the vehicle and its fire extinguishing system(s) and auxiliary equipment.
- g. A description of the post-operational procedures (draining, flushing, re-servicing, et cetera).
- h. Daily maintenance inspection checklists that the operator is expected to perform, including basic troubleshooting procedures.
- i. Disabled vehicle towing procedures.
- j. Procedures and equipment required for changing a tire.
- k. Schedules (hours, miles, time periods) for required preventative maintenance and required periodic maintenance.
- l. Line art drawing of the vehicle, including panoramic views (front, rear, left, and right sides) showing basic dimensions and weights (total vehicle and individual axle weight for the unloaded and fully loaded vehicle). For the purposes of this AC, "unloaded" is defined as a lack of agent, occupants and compartment load, and "loaded" is defined as including agent, occupants and compartment load.

3.1.1.1.2 Service Manual. The service manual will identify all special tools and test equipment required to perform servicing, inspection, and testing. The manual will cover troubleshooting and maintenance as well as minor and major repair procedures. The text will contain performance specifications, tolerances, and fluid capacities; current, voltage, and resistance data; test procedures; and illustrations and exploded views as may be required to permit proper maintenance by qualified vehicle mechanics. The manual will contain an alphabetical subject index as well as a table of contents. The service manual will contain at least the following, where applicable:

- a. Fire fighting system schematic(s).
- b. Hydraulic schematic.
- c. Pneumatic schematic.

- d. Electrical schematic.
- e. Winterization schematic.
- f. Fuel schematic.
- g. Schedules for required preventative maintenance and required periodic maintenance.
- h. Lubrication locations, procedures, and intervals for parts of the vehicle and equipment that require lubrication.

3.1.1.1.3 Parts Identification Manual. The parts manual will include illustrations or exploded views (as needed) to identify properly all parts, assemblies, subassemblies, and special equipment. All components of assemblies shown in illustrations or exploded views will be identified by reference numbers that correspond to the reference numbers in the parts lists. All purchased parts will be cross-referenced with the original equipment manufacturer's (OEM) name part number. The parts identification manual will provide the description and quantity of each item used for each vehicle. The size, thread dimensions, torque specifications, and special characteristics will be provided for all nonstandard nuts, bolts, screws, washers, grease fittings, and similar items. The manual will contain a numerical index. The parts manual will contain a list of all of the component vendor names, addresses, and telephone numbers referenced in the parts list.

Painting, Plating, and Corrosion Control.

3.1.2.1 Finish. Exterior surfaces will be prepared, primed, and painted in accordance with all of the paint manufacturer's instructions and recommendations. Vehicles will be painted and marked in accordance with AC 150/5210-5, Painting, Marking, and Lighting of Vehicles Used on an Airport. The interior finish of all compartments will be based on the manufacturer's standard production practice. This may include painting, texturing, coating or machine swirling as determined by the manufacturer. All bright metal and anodized parts, such as mirrors, horns, light bezels, tread plates, and roll-up compartment doors, will not be painted. All other surfaces capable of being painted must be in the appropriate yellow-green color.

3.1.2.2 Dissimilar Metals. Dissimilar metals, as defined in MIL-STD-889, Dissimilar Metals, will not be in contact with each other. Metal plating or metal spraying of dissimilar base metals to provide electromotively compatible abutting surfaces is acceptable. The use of dissimilar metals separated by suitable insulating material is permitted, except in systems where bridging of insulation materials by an electrically conductive fluid can occur.

3.1.2.3 Protection against Deterioration. Materials that deteriorate when exposed to sunlight, weather, or operational conditions normally encountered during service will not be used or will have a means of protection against such deterioration that does not prevent compliance with performance requirements. Protective coatings that chip, crack, or scale with age or extremes of climatic conditions or when exposed to heat will not be used.

3.1.2.4 Reflective Stripes. A minimum eight (8) inch horizontal band of high gloss white paint or white reflective tape (Retroreflective, ASTM-D 4956-09, *Standard Specification for Retroreflective Sheeting for Traffic Control*, TYPE III & above) must be applied around the vehicle's surface.

3.1.2.5 Lettering. The manufacturer will apply the airport's 'Name' and 'Insignia' (if available) in a contrasting color or by decal on both sides of the vehicle in long radius elliptical arches above and below the lettering center line. The size of the lettering will be a minimum of 2 ½-inches to a maximum of 6-inches. Reflective lettering is allowed if the material is the same as that which is used for the reflective stripe (as specified in AC 150/5210-5).

3.1.3 Vehicle Identification Plate. A permanently marked identification plate will be securely mounted at the driver's compartment. The identification plate will contain the following information:

- a. NOMENCLATURE
- b. MANUFACTURER'S MAKE AND MODEL
- c. MANUFACTURER'S SERIAL NUMBER
- d. VEHICLE CURB WEIGHT: kg (pounds)
- e. PAYLOAD, MAXIMUM: kg (pounds)
- f. GROSS VEHICLE WEIGHT (GVW): kg (pounds)
- g. FUEL CAPACITY AND TYPE: gals (gallons)
- h. DATE OF DELIVERY (month and year)
- i. WARRANTY (months and km (miles))
- j. CONTRACT NUMBER
- k. PAINT COLOR AND NUMBER

A second permanently marked information data plate will be securely mounted on the interior of the driver's compartment. The plate will contain the information required by NFPA 414, Standard for Aircraft Rescue and Fire Fighting Vehicles

(2007 Edition), Section 1.3.5 Vehicle Information Data Plate. A single plate that combines or contains the information required for both plates is acceptable.

3.1.4 Temperature Range. The vehicle will be capable of satisfactory storage and operation in temperatures ranging from 33° to 110°F. The vehicle will be equipped with a cab, chassis, and agent winterization system, permitting operation at 33°F. The winterization will not detract from the performance of the vehicle or the firefighting system in ambient temperatures up to 110°F.

3.1.5 Reduction of Potential Foreign Object Damage. All loose metal parts, such as pins, will be securely attached to the vehicle with wire ropes or chains. Removable exterior access panels, if provided, will be attached with captive fasteners.

### 3.1.6 Vehicle Mobility.

3.1.6.1 Operating Terrain. The vehicle will be capable of operating safely on paved roads, graded gravel roads, cross country terrain, and sandy soil environments. Cross country terrain consists of open fields, broken ground, and uneven terrain. An off-road, high mobility suspension system resulting in no more than 0.5 Grms acceleration at the driver's seat of the vehicle when traversing an 8-inch (20cm) diameter half round at 35 mph (56 kph) must be provided. The suspension design by which the manufacturer meets the suspension performance requirements is at the manufacturer's discretion.

3.1.6.2 Gradeability. The fully loaded vehicle will be able to ascend any paved slope up to and including 50-percent.

3.1.6.3 Slide Slope Stability. The fully loaded vehicle will be stable on a 30° side slope when tested in accordance with NFPA 414.

3.1.6.4 Cornering Stability. The fully loaded vehicle will be stable in accordance with NFPA 414 when tested in accordance with NFPA 414.

### 3.2 Weights and dimensions.

3.2.1 Overall dimensions. The maximum dimensions listed below are desirable to ensure vehicles can be accommodated in existing fire stations. Likewise, the overall dimensions should be held to a minimum that is consistent with the best operational performance of the vehicle and the design concepts needed to achieve this performance and to provide maximum maneuverability in accordance with NFPA 414.

<b>Vehicle Capacity/Dimensions</b>	<b>3000 Gallon</b>	<b>4500 Gallon</b>
Length (inches/cm)	480/1219	540/1372
Width (inches/cm, excluding mirrors)	124/315	122/310
Height (inches/cm)	154/391	154/391

3.2.2 Angles of Approach and Departure. The fully loaded vehicle will have angles of approach and departure of not less than 30°.

3.2.3 Field of Vision. The vehicle will have a field of vision in accordance with NFPA 414.

3.2.3.1 Mirrors. Combination flat and convex outside rearview mirrors will be installed on each side of the cab. The flat mirrors will be of the motorized remote control type, providing not less than 60° horizontal rotational viewing range. The flat mirrors will also have electrically heated heads. Mirror remote and heating controls will be located on the instrument panel within reach of the seated driver. To provide the driver a clear view of the area ahead of the vehicle and to eliminate potential blind spots, a rectangular mirror will be installed on the lower corner of each side of the windshield, having a minimum area of .35 square inches.

The vehicle will have a back-up (rear-view) camera with a display monitor mounted above the driver in the cab. Cameras and monitors that are designed to replace the function of the side-view mirrors are not an approved option in this specification.

### 3.3 Chassis and Vehicle Components.

3.3.1 Engine. The vehicle will have a turbocharged diesel engine that is certified to comply with the Environmental Protection Agency (EPA) and state laws for off-highway emission requirements at the time of manufacture. The engine and transmission must operate efficiently and without detrimental effect to any drive train components when lubricated with standard, commercially available lubricants according to the recommendations of the engine and transmission manufacturers.

3.3.1.1 Acceleration. The fully loaded vehicle will accelerate from 0 to 50 miles per hour (mph) on a level paved road within 35 seconds.

3.3.1.2 Maximum Speed. The fully loaded vehicle will attain a minimum top speed of 70 mph on a level, paved road.

3.3.1.3 Pump and Roll on a 40-Percent Grade. The fully loaded vehicle will be capable of pump and roll operations on a paved, dry, 40-percent grade in accordance with NFPA 414.

Altitude. Where justified, the vehicle, including the pumping system, will be designed for operation at 2,000 feet above sea level.

3.3.2 Engine Cooling System. The engine cooling system will be in accordance with NFPA 414. A label will be installed near the engine coolant reservoir reading "Engine Coolant Fill."

3.3.3 Fuel System. The fuel system will be in accordance with NFPA 414.

3.3.3.1 Fuel Priming Pump. The vehicle will be equipped with an electric or pneumatic fuel pump in addition to the mechanical fuel pump. The electric/pneumatic pump will be used as a priming pump capable of re-priming the engines fuel system.

3.3.3.2 Fuel Tank. The vehicle will have one or two fuel tanks with a minimum usable capacity in accordance with NFPA 414, as amended by NFPA 414. Each tank will have a fill opening of 3 inches minimum, readily accessible to personnel standing on the ground and designed to prevent fuel splash while refueling. Each tank will be located and mounted so as to provide maximum protection from damage, exhaust heat, and ground fires. If more than one tank is furnished, means will be provided to assure equalized fuel level in both tanks. An overturn fuel valve will be provided fore ach tank to prevent spillage in the event of a rollover. Each fuel tank must be prominently labeled "Diesel Fuel Only."

3.3.4 Exhaust System. The exhaust system will be in accordance with NFPA 414. The exhaust system will be constructed of high grade rust resistant materials and protected from damage resulting from travel over rough terrain. The muffler(s) will be constructed of aluminized steel or stainless steel. Exhaust system outlet(s) will be directed upward or to the rear, away from personnel accessing equipment compartments and the engine air intake, and will not be directed toward the ground.

3.3.5 Transmission. A fully automatic transmission will be provided. The transmission will be in accordance with NFPA 414.

3.3.6 Driveline. The vehicle driveline will be in accordance with NFPA 414. If the driveline is equipped with a differential locking control, a warning/caution label will be placed in view of the driver indicating the proper differential locking/unlocking procedures. The operator's manual will also include a similar warning/caution. All moving parts requiring routine lubrication must have a means of providing for such lubrication. There must be no pressure lubrication fittings where their normal use would damage grease seals or other parts.

3.3.7 Axle Capacity. Each axle will have a rated capacity, as established by the axle manufacturer, in accordance with NFPA 414.

3.3.8 Suspension. The suspension system will be in accordance with NFPA 414 and AC 150/5220-10, Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles.

3.3.9 Tires and Wheels. Tires and wheels will be in accordance with NFPA 414. The vehicle will be equipped with single tires and wheels at all wheel positions. The vehicle will be equipped with tubeless steel belted radial tires with non-directional on/off-road type tread mounted on disc wheel assemblies. Tire and wheel assemblies will be identical at all positions. Tires and wheels will be certified by the manufacturer for not less than 25 miles of continuous operation at 60 mph at the normal operational

inflation pressure. A spare tire and wheel assembly will be provided; however, the spare tire and wheel assembly are not required to be mounted on the vehicle. Tires will be new. Retreads, recaps, or re-grooved tires will not be permitted. Tire bead locks, where justified, may be installed on all tires and rims.

3.3.10 Towing Connections. The vehicle will be equipped with towing connections in accordance with NFPA 414. The vehicle will be designed for flat towing; the capability to lift and tow the vehicle is not required. The tow connections may intrude into the 30 degree approach angle.

3.3.11 Brake System. The vehicle will be equipped with a multi-channel all-wheel antilock brake system with at least one channel for each axle. The brakes will be automatic, self-adjusting and fully air-actuated. Brakes will be in accordance with CFR 49 CFR 393.40 through 393.42(b), 393.43, and 393.43 through 393.52. The braking system, complete with all necessary components will include:

- a. Air compressor having a capacity of not less than 16 standard cubic feet per minute (scfm).
- b. Air storage reservoir(s), each tank equipped with drain (bleed) valves, and with safety and check valves between the compressor and the reservoir tank.
- c. Automatic moisture ejector on each air storage reservoir. Manual air tank drains are acceptable if they are labeled, are centrally located in one compartment and are accessible by an individual standing at the side of the vehicle.
- d. Automatic slack adjusters on cam brakes or internal self-adjusting brakes on wedge brakes on all axles.
- e. Spring set parking brakes.

All components of the braking system will be installed in such a manner as to provide adequate road clearance when traveling over uneven or rough terrain, including objects liable to strike and cause damage to the brake system components. No part of the braking system will extend below the bottom of wheel rims, to ensure, in case of a flat tire, that the weight of the vehicle will be supported by the rim and the flat tire and not imposed on any component of the braking system. Slack adjusters and air chambers will be located above the bottom edge of the axle carrier.

3.3.11.1 Air Dryer. A replaceable cartridge desiccant air dryer will be installed in the air brake system. The dryer will have the capability of removing not less than 95 percent of the moisture in the air being dried. The dryer will have a filter to screen out oil and solid contaminants. The dryer will have an automatic self-cleaning cycle and a thermostatically controlled heater to prevent icing of the purge valve.

3.3.11.2 Compressed Air Shoreline. A flush mounted, check valved, auto-eject compressed air shoreline connection will be provided to maintain brake system pressure while the vehicle is not running. The shoreline will be flush mounted (not to extend outside the body line), located on the exterior of the vehicle, either on the left side rear corner of the cab, or at the rear of the vehicle.

3.3.12 Steering. The vehicle will be equipped with power steering. Rear-wheel steering technology is not an approved vehicle option.

3.3.12.1 Steering Effort. The steering system performance will be in accordance with NFPA 414.

3.3.12.2 Turning Diameter. The fully loaded vehicle will have a wall to wall turning diameter of less than three times the overall length of the vehicle in both directions in accordance with NFPA 414.

3.3.13 License Plate Bracket. A lighted license plate bracket will be provided at the left rear and left front of the vehicle. The location of the left front bracket will be placed so as not to interfere with the operation of fire fighting systems.

3.4 Cab. The vehicle will have a fully enclosed two door cab of materials which are corrosion resistant, such as aluminum, stainless steel, or glass reinforced polyester construction. Steps and handrails will be provided for all crew doors, and at least one grab handle will be provided for each crew member, located inside the cab for use while the vehicle is in motion. The lowermost step(s) will be no more than 22 inches above level ground when the vehicle is fully loaded. A tilt and telescoping steering column will be provided.

3.4.1 Windshield and Windows. The windshield and windows will be of tinted safety glass. Each door window will be capable of being opened far enough to facilitate emergency occupant escape in the event of a vehicle accident. The vehicle windows will have an electric control system.

3.4.2 Cab Interior Sound Level. The maximum cab interior sound level will be in a accordance with NFPA 414.

3.4.3 Instruments and Controls. All instruments and controls will be illuminated and designed to prevent or produce windshield glare. Gauges will be provided for oil pressure, coolant temperature, and automatic transmission temperature. In addition to the instruments and controls required by NFPA 414, the following will be provided within convenient reach of the seated driver:

- a. Master warning light control switch,
- b. Work light switch(es), and
- c. Compartment “Door Open” warning light and intermittent alarm that sounds when a compartment door is open and the parking brakes are released or the transmission is in any position other than neutral.

3.4.4 Windshield Deluge System. The vehicle will be equipped with a powered windshield deluge system. The deluge system will be supplied from the agent water tank and will have an independent pumping system. The deluge system activation switch will be located within reach of the seated driver and turret operator.

3.4.5 Forward Looking Infrared (FLIR). A forward looking infrared (FLIR) camera and in –cab monitor, meeting the requirements of NFPA 414, will be provided. In addition, the FLIR monitor described in NFPA 414 will have a minimum dimension of 10 in (25 cm) (measured diagonally) and be located in a position where it is visible to both the seated driver and turret operator. **The FLIR camera will be mounted on the cab of the vehicle**

3.4.6 Climate Control System. The offeror/contractor’s standard heater/defroster and air conditioning system will be provided. The climate control system will induct at least 60 cubic feet per minute of fresh air into the cab. Cab mounted components will be protected from inadvertent damage by personnel.

3.4.7 Seats. The driver seat will be adjustable fore and aft and for height. The turret operator’s seat, located to the right front of the driver’s seat, will be a fixed (non-suspension) type. Each seat will be provided with a Type 3 seat belt assembly (i.e., 3-point retractable restraint) in accordance with CFR 49 CFR 571.209. Seat belts must be of sufficient length to accommodate crew members in full Personal Protective Equipment (PPE).

Seat Options. Two types of seat options are allowed in the vehicle. A standard seat contains a hard/fixed back. For these seats, a remote-mounted bracket designed to store a Self-Contained Breathing Apparatus (SCBA) will be provided. The remote-mounted bracket for the driver and turret operator (at a minimum) must be placed inside the cab. The brackets for seat positions #3 and #4 may be placed outside of the cab if necessary. An SCBA seat, on the other hand, contains an opening which can accommodate someone wearing an SCBA. The chart below represents the user’s stated preference for the vehicle seating configuration.

Position	Standard	SCBA-Seat	N/A
Driver	X		
Turret		X	
#3		X	
#4		X	

3.4.8 Windshield Wipers and Washer. The vehicle will be equipped with electrically powered windshield wipers. The wiper arms and blades will be of sufficient length to clear the windshield area described by SAE J198, Windshield Wiper Systems – Trucks. Individual wiper controls will include a minimum of two speed settings and an intermittent setting. The wiper blades will automatically return to a park position out of the line of vision. The vehicle will be equipped with a powered windshield washer system, including an electric fluid pump, a minimum one gallon fluid container, washer nozzles mounted to the wiper arms (wet arms), and a momentary switch.

3.4.9 Warning Signs. Signs that state “Occupants must be seated and wearing seat belt when apparatus is in motion” will be provided in locations that are visible from each seated position in accordance with NFPA 414.

3.4.10 Lateral Accelerometer and/or Stability Control System. The vehicle will be equipped with a lateral accelerometer and/or an electronic stability control system in accordance with NFPA 414.

3.4.11 Monitoring and data Acquisition System (MADAS). The vehicle will be equipped with a MADAS as prescribed by NFPA 414.

### 3.5 Body, Compartments, and Equipment Mounting.

3.5.1 Body. The vehicle will have a corrosion-resistant body.

3.5.2 Compartments. The vehicle body will have lighted compartments in accordance with NFPA 414 with a minimum of 10 cubic feet of enclosed storage space.

3.5.2.1 Compartment Doors. Storage compartments will have clear anodized aluminum, counterbalanced, non-locking, roll-up or single hinged doors as determined by the manufacturer. Door latch handles on roll-up doors will be full-width bar type. Door straps will be provided to assist in closing the compartment doors when the rolled up or hinged door height exceeds six feet above the ground.

3.5.2.2 Scuffplates. Replaceable scuffplates will be provided at each compartment threshold to prevent body damage from sliding equipment in and out of the compartments. The scuffplates will be securely attached to the compartment threshold but will be easily replaceable in the event of damage.

3.5.2.3 Drip rails. Drip rails will be provided over each compartment door.

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

3.5.2.5 Drainage Mats. Each compartment floor and shelf will be covered with a removable black mat designed to allow for drainage of any water from the stowed equipment.

3.5.3 SCBA Storage Tubes. A single compartment or tubes for storage of four SCBA bottles will be provided. If tubes are provided, two will be installed on each side of the vehicle. The tubes will be of sufficient size to accommodate the procuring agencies SCBA cylinders.

3.5.4 Ladder, Handrails, and Walkways. Ladder, stepping, standing, and walking surfaces will be in accordance with NFPA 414. Handrails will be provided in accordance with NFPA 414. The lowermost step(s) or ladder rungs will be no more than 22 inches (56 cm) above level ground when the vehicle is fully loaded. The lowermost steps may extend below the angle of approach or departure or ground clearance limits if they are designed to swing clear. The tread of the bottom steps must be at least 8 inches (20 cm) in width and succeeding steps at least 16 inches (40 cm) in width. The full width of all steps must have at least 6 inches (15 cm) of unobstructed toe room or depth when measured from, and perpendicular to, the front edge of the weight-bearing surface of the step.

3.5.5 Ancillary Equipment. Ancillary equipment listed in NFPA 414 A.4.2.1 (1)-(17) is not covered by this Procurement Specification in accordance with AC 150/5220-10, Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles. Ancillary equipment is funded separately by other sources.

**NOTE:** Equipment funding will be obtained as a separate contract under the provisions of AC 150/5210-14, Aircraft Rescue and Fire Fighting Equipment, Tools, and Clothing.

### 3.6 Agent System.

3.6.1 Agent (fire) Pump. The vehicle will be equipped with a centrifugal pump capable of providing the performance specified herein as prescribed by NFPA 414.

3.6.1.1 Agent System Piping. All piping, couplings, and valves and associated components that come into contact with the agent will be in accordance with NFPA 414.

3.6.1.2 Tank to Pump Connection. A check valve and shutoff valve will be provided in each tank to pump line.

3.6.1.3 Piping, Couplings, and Valves. All agent system piping will conform to NFPA 414 criteria.

3.6.1.4 Overheat Protection. The agent system will be equipped with an overheat protection system in accordance with NFPA 414. Overheat protection is not required on vehicles utilizing a pre-mixed pressurized foam system.

3.6.1.5 Pressure Relief Valves. The agent system will be equipped with pressure relief valves in accordance with NFPA 414.

3.6.1.6 Drains. The agent system will be equipped with a drainage system in accordance with NFPA 414.

3.6.2 Water Tank. The vehicle will have a water tank with a manufacturer certified minimum capacity of at least 3000 gallons.

3.6.2.1 Water Tank Construction. The water tank will be constructed of passivated stainless steel, polypropylene, or Glass Reinforced Polyester (GRP) construction. All materials used will be capable of storing water, foam concentrate, and water/AFFF solutions.

3.6.2.2 Water Tank Overhead Fill Cover and Drain. The water tank will be equipped with a 20 inch fill tower. The tower will be designed to allow for video inspection of the water tank interior. The water tank will incorporate a drainage system in accordance with NFPA 414.

3.6.2.3 Water Tank Overflow System and Venting. The water tank will incorporate a venting system to relieve pressure on the tank during fill and discharge operations at maximum flow rates. It will have an overflow system to relieve excess fluid in the event of tank overflow. Drainage from the vent and overflow system will not flow over body panels or other vehicle components and will not be in the track of any of the tires. Tank vent hoses will be of the non-collapsible type.

3.6.2.4 Water Tank Top Filling Opening. A top fill opening of not less than 8 inches internal diameter with a readily removable ¼ inch mesh strainer will be provided. The fill opening may be incorporated as part of the manhole cover, and will be sized to accommodate a 2 ½ inch fill hose.

3.6.2.5 Water Tank Fill Connections. The water tank will incorporate National Hose thread connections and will be in accordance with NFPA 414. If the vehicle is fitted with the "structural fire fighting capability option," the additional requirements listed in paragraph 3.6.8 must be incorporated.

3.6.3 Foam System. (NOTE: The requirements of section 3.6.3 do not apply to pre-mixed pressurized foam systems.)

3.6.3.1 Foam Concentrate Tank. The foam concentrate tank(s) will have a manufacturer certified working capacity sufficient for two tanks of water at the maximum tolerance specified in NFPA 412, Standard for Evaluating Aircraft Rescue and Fire-Fighting Foam Equipment for 3 to 6 percent foam concentrate (i.e., 7.0-percent).

3.6.3.1.1 Foam Tank Construction. The foam tank will be constructed of passivated stainless steel, polypropylene, or GRP construction. All materials used will be capable of storing foam concentrate.

3.6.3.1.2 Foam Tank Drain. The foam tank will incorporate a drain and drain valve. The valve will be on the left side of the vehicle and controlled by a crew member standing on the ground. The drain line will have a minimum 1 ½ inch I.D. The foam tank drain outlet will be located so that the contents of the tank can be drained into 5-gallon cans and 55-gallon drums.

3.6.3.1.3 Foam Tank Top Fill Trough. The foam tank will incorporate a top fill trough mounted in the top of the tank readily accessible to at least two crew members on top of the vehicle. The top fill trough will incorporate a cover, latch, and sealed so as to prevent spillage under any operating condition. The top fill trough will be designed to allow two standard 5-gallon foam concentrate containers to be emptied simultaneously. The top fill trough neck will extend sufficiently close to the bottom of the tank to reduce foaming to a minimum during the fill operation. The top fill trough will incorporate readily removable, rigidly constructed 10 mesh stainless steel, brass or polyethylene strainers. All components in and around the top fill trough will be constructed of materials that resist all forms of deterioration that could be caused by the foam concentrate or water.

3.6.3.2 Foam Tank Fill Connections. The foam tank will incorporate a 1.5-inch National Hose thread female hose connection on both sides of the vehicle to permit filling by an external transfer hose at flow rates up to 25-gpm. The connections will be provided with chained-on long handled plugs or rocker lug plugs. The top of the connections will be no higher than 48 inches above the ground and readily accessible. The fill lines will incorporate check valves and readily removable, rigidly constructed ¼ inch mesh strainers. All components in the foam tank fill system will be constructed of materials that resist all forms of deterioration that could be caused by the foam concentrate water.

3.6.3.2.1 Foam Tank Vent and Overflow System. The foam tank will incorporate a vent system to relieve pressure on the tank during fill and discharge operations at maximum flow rates and an overflow system to relieve excess liquid in the event of tank overflow. Drainage from the vent and overflow system will not flow over body panels or other vehicle components and will not be in front of or behind any of the tires. Tank vent hoses will be of the non-collapsible type.

3.6.3.3 Foam Transfer Pump. A foam transfer pump will be provided and mounted in a compartment on the vehicle. The pump will be capable of transferring and drawing foam liquid concentrate at adjustable flow rates up to 25-gpm directly through the pump and loading connections (see 3.6.3.2). All materials and components that come in contact with the foam will be compatible with the foam concentrate. The pump and its plumbing will have provisions for flushing with water from the water tank. A suitable length of hose with appropriate connections will be provided for filling the foam tank from an external foam storage container.

3.6.3.4 Foam Flushing System. The foam concentrate system will be designed in accordance with NFPA 414 so that the system can be readily flushed with clear water.

3.6.3.5 Foam Concentrate Piping. All metallic surfaces of the piping and associated components that come into contact with the foam concentrate will be of brass, bronze, or passivated stainless steel. The foam concentrate piping will be in accordance with NFPA 414.

3.6.4 Foam Proportioning System. The vehicle will have a foam proportioning system for Aqueous Film-Foaming Foam (AFFF) (whether 3- or 6- percent foam concentrate) in accordance with NFPA 414. If a fixed orifice plate system is used, a plate will be provided for each percentage foam concentrate; the additional plate will be securely mounted in a protected location on the vehicle. A fire vehicle mechanic will be able to interchange the plates using common hand tools. **The foam concentrate system will be designed for a 3% Aqueous Film-Forming Foam (AFFF) concentrate.**

3.6.5 Primary Vehicle Turret. The vehicle will be equipped with a standard roof-mounted turret, high reach extendable turret, and/or high flow bumper mounted turret to serve as the primary source of agent delivery, as specified below:

3.6.5.1 The vehicle will be equipped with a high reach extendable turret (capable of penetrating the second level of the New Large Aircraft (NLA) class of aircraft, in accordance with paragraph 3.6.5.2. The NLA class aircraft are equivalent to the 'Airplane Design Group VI' category, as specified in AD 150/5300-13, Airport Design.

NOTE: AC 150/5220-10 allows one vehicle equipped with a high reach extendable turret for an Index B-E airport at each airport station."

3.6.5.2 High Reach Extendable Turret (capable of penetrating all aircraft except the second level of an NLA). The high reach extendable turret (HRET) must be in accordance with NFPA 414 and will have the vertical and horizontal reach necessary to service the highest placed engine of the aircraft being serviced. It will have a non-air-aspirating, constant flow, variable stream nozzle with dual flow rates for foam or water rated as specified in NFPA 414. The discharge pattern will be infinitely variable from straight stream to fully dispersed. The type of nozzle or turret drain will be per the manufacturer's recommendation. The ET will be controlled by one or two joysticks, each with a pistol grip handle, positions for use by the driver and the crew member seated to the right of the driver (the turret operator). The cab design will provide clear visibility of the turret to both the driver and the turret operator with the turret in any position.

3.6.5.2.1 Video Camera and Monitor. The HRET will be equipped with a remote video camera and a cab mounted monitor. The system will be a complete video system consisting of a single color camera equipped with auto-focus and a cab controlled zoom. The camera/lens assembly will be protected from the heat of the fire and from the same climatic extremes as the truck. A color video monitor with a minimum dimension of 10 inches (measured diagonally) will be positioned in the cab within view of both the driver's and the turret operator's seated positions. One monitor may be provided for both the FLIR (see 3.4.5) and the camera with a switch to change between the FLIR and the camera.

3.6.5.2.2 Aircraft Skin Penetrator. The HRET will be equipped with an aircraft skin penetrator and agent application tool. The skin penetrator will be a minimum of 20 inches long, installed at the tip of the HRET, and connected to the water/AFFF agent discharge line. In addition, the skin penetrator will have the capability of flowing Halotron I agent at 8 pounds per second. Agent application through the skin penetrator will be controlled from the cab. A skin penetrating nozzle must be provided. The penetrating nozzle must be movable to allow for proper alignment of the penetrator to the aircraft fuselage for piercing operations. It must be capable of the minimum water/flow rate and pattern requirements of NFPA 414, Tables 4.1.1(c) and 4.1.1(d).

3.6.5.2.3 Under Truck Nozzle. The vehicle will be equipped with under truck nozzles as specified in NFPA 414-4.20.3.

3.6.6 Bumper Turret. The Vehicle will be equipped with a joystick controlled, constant flow, non-air-aspirating, variable stream type: low angle high volume dual rate (minimum 600/1200 GPM) bumper turret. The bumper turret will be capable of discharging at a minimum flow rate of foam or water as specified by the user, with a pattern infinitely variable from straight stream to fully dispersed. The bumper turret will be capable of automatic oscillation, with the range of oscillation adjustable up to 90 degrees each side of center (left and right) with vertical travel capabilities of +45 degrees/-

20 degrees meeting section 4.20.2 in NFPA 414. The bumper turret will be capable of discharging a combination dry chemical/AFFF.

3.6.7 Preconnected Handline(s). Two 200 foot, 1 ¾ inch pre-connected woven jacket handline(s), with a 1 ½ inch control valve and a pistol grip nozzle, will be located on (or accessible from) each side of the vehicle. A safety system will be provided to prevent charging of the hose until the hose has been fully deployed. The handline(s) and nozzle(s) will be in accordance with NFPA 414, and will allow for a minimum of 95 gpm at 100 psi nozzle pressure. A control for charging each handline will be provided for operation by both the driver and the turret operator.

3.6.7.1 In addition, the vehicle will be equipped with the following handline: 100 feet of twinned 1 inch dry chemical / foam-water hose on a reel. The hose reel will be mounted on the right side, with swing-out capability.

3.6.8 Not Applicable.

3.6.9 Primary Turret Discharge Nozzle. The vehicle will be equipped with a combination dry chemical / AFFF nozzle of the entrainment type on the primary turret mounted on the cab roof.

3.7 Dry Chemical Agent System. The vehicle will be equipped with a 450 lb minimum capacity potassium bicarbonate dry chemical auxiliary agent system. The propellant gas cylinder will be replaceable within fifteen minutes by two crew members standing on the ground and be equipped with a cylinder replacement hoisting system. The propellant gas cylinder will be secured to withstand off-road operations. A pressure indicator will be visible to any person opening the tank fill cap. Blow-down piping will be directed beneath the vehicle. The dry chemical agent tank will include lifting rings and will have a nameplate indicating, as a minimum, the following:

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

3.7.1 Dry Chemical Primary Turret Discharge Nozzle. The vehicle will be equipped with a turret mounted on the cab roof with a combination dry chemical/AFFF turret of the concentric direct injection type, designed to entrain the dry chemical agent within the AFFF solution discharge. Dry chemical discharge control will be within reach of the driver and the turret operator.

3.8 Halogenated Agent System.

3.8.1 A 460 lb Halotron I clean agent system including an agent storage container, a hose reel and an argon propellant cylinder will be provided. The agent storage container will conform to ASME standards for unfixed pressure vessels. The system will be capable of discharging a minimum of 90% of the containerized agent without flow fluctuations or interruptions. The propellant gas cylinder will be replaceable within fifteen minutes by two crew members standing on the ground and be equipped with a cylinder replacement hoisting system. The propellant gas cylinder will be secured to withstand off-road operations. A pressure indicator will be visible to any person opening the tank fill cap. Blow-down piping will be directed beneath the vehicle. The Halotron I agent tank will include lifting rings and will have a nameplate indicating, as a minimum, the following:

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

3.8.2 Halotron I Hose Reel. A Halotron I hose reel will be provided in a compartment on the side of the vehicle. The reel will include 150 ft. of 1 inch booster type hose and an appropriate nozzle. The hose reel will be equipped with an electric rewind motor with manual rewind provisions and rollers to facilitate hose deployment. A tension device will be installed to prevent the hose from inadvertently unreeling. The nozzle will be capable of discharging a minimum of 5 lb/sec. of Halotron I agent in accordance with the performance requirements of the A/C. Controls at the reel will allow charging of the Halotron I agent in the agent storage container, and into the handline.

3.8.3 Halotron I System Charging Cylinder. One (1) 400 cubic foot argon cylinder with an integral pressure gauge bottle will be provided for discharging the vehicle mounted Halotron I system. One (1) spare 400 cubic foot argon cylinder will be provided. Each cylinder will have sufficient capacity to discharge all of the Halotron I agent in the agent storage container and perform a blow down operation of the system without requiring a cylinder change. A means of lifting the argon cylinder to its stored position or lowering it to ground level will be provided. The design will be such that it will allow one person to safely perform the argon cylinder re-servicing on the vehicle. The lifting/lowering mechanism will be stored on the vehicle adjacent to the nitrogen cylinder storage area. This storage provision must accommodate for the high G forces experienced during off road travel as described in this specification.

3.9 Electrical Systems and Warning Devices. The vehicle will have a 12-volt or 24-volt electrical and starting system in accordance with NFPA 414.

3.9.1 Alternator. An appropriate charging system, in accordance with NFPA 414, will be provided. The minimum continuous electrical load will include operation of the air conditioning system.

3.9.2 Batteries. Batteries will be of the maintenance-free type; addition of water will not be required during normal service life. The battery cover and vent system will be designed to prevent electrolyte loss during service and to keep the top of the battery free from electrolyte.

3.9.2.1 Battery Compartment. The batteries will be enclosed in a weatherproof enclosure, cover, or compartment and be readily accessible.

3.9.3 Battery Charger or Conditioner. The vehicle will have a DC taper type battery charger or an automatic battery conditioner, or voltage monitoring system, providing a minimum 12 amp output. The charger/conditioner will be permanently mounted on the vehicle in a properly ventilated, accessible location. The charger/conditioner will be powered from the electrical shoreline receptacle (see 3.10.1). A charging indicator will be installed next to the receptacle. When a battery conditioner is provided, the conditioner will monitor the battery state of charge and, as necessary, automatically charge or maintain the batteries without gassing, depleting fluid level, overheating, or overcharging. A slave receptacle will be provided at the rear or on either side of the vehicle cab. Battery jump studs may be installed on the exterior of the battery box in lieu of a slave receptacle.

3.9.4 Electromagnetic Interference. The vehicle electrical system will be in an accordance with SAE J551-2 for electromagnetic interference.

#### Work Lighting.

3.9.5.1 Cab Interior Lights. Cab interior light levels will be sufficient for reading maps or manuals. At least one red and one white cab interior dome light will be provided.

3.9.5.2 Compartment Lights. White lighting sufficient to provide an average minimum illumination of 1.0 footcandle will be provided in each compartment greater than 4.0 cubic feet and having an opening greater than 144 square inches. Where a shelf is provided, this illumination will be provided both above and below the shelf. All compartments will be provided with weatherproof lights that are switched to automatically illuminate when compartment doors are opened and the vehicle master switch is in the 'on' position. Light switches will be of the magnetic (non-mechanical) type.

3.9.5.3 Ladder, Step, Walkway, and Area Lights. Non-glare white or amber lighting will be provided at ladders and access steps where personnel work or climb during night operations. In addition, ground lighting will be provided. Ground lights will be activated when the parking brake is set in accordance with AC 150/5220-10, Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles. These area lights will be controlled with three-way switches on the cab instrument panel and near the light sources. The switch located in the cab will be a master switch and must be turned on before auxiliary switches near the light sources are operational.

3.9.5.4 Spot/Floodlights. Two spot/floodlights will be attached at the end of the primary turret or at the end of the HRET assembly. The lights will illuminate the area covered by the turret. Both lights will be controlled from switches in the cab. LED lights will be used.

3.9.5.5 Flood Lights. Two telescoping floodlights will be provided. One light will be mounted on the left and right sides of the vehicle. 250W LED lights will be used. Both lights will be mounted on extension tubes and controlled from switches in the cab and manually raised. To prevent these lights from accidental damage, the cab will be equipped with a visual warning signal to alert the driver if the lights are inadvertently left in the "up" position.

3.9.5.6 Scene Lights. A total of six high mounted floodlights will be provided to illuminate the work areas around the vehicle. Two lights will be mounted on the front and two will be mounted on each side of the vehicle. The lights will be powered by the vehicle alternator driven system or auxiliary generator, and the lights in the front will be controlled from switches in the cab, LED lights will be used.

### 3.9.6. Audible Warning Devices.

3.9.6.1 Siren. The vehicle will be equipped with an electronic siren system. The amplifier unit will include volume control and selection of "Radio," "PA," "Manual," "YELP," "Wail," and "Hi-Lo" (European) modes, and a magnetic noise canceling microphone. The amplifier, microphone, and controls will be within reach of the driver and the turret operator. Siren activating foot switches will be located in front of the driver and the turret operator. The siren speaker will be rated at 100 watts minimum and will be located in a guarded position as low and as far forward on the vehicle practical.

3.9.6.2 Horn. Dual forward facing air horns will be installed in protected locations near the front of the vehicle. Air horn activating foot switches will be located in front of the driver and the turret operator.

3.9.7 Emergency Warning Lights. All emergency warning lights must meet the requirements of AC 150/5210-5. Where applicable, LED lights will be used as the primary light type. Lighting units will be installed on the top front, sides, and rear of the vehicle to provide 360° visibility. A switch will be provided on the instrument panel to control all of the top, side, front and rear emergency warning lights. A switch will also be provided on the instrument panel to disable all lower emergency warning lights when desired. All lighting systems will meet NFPA 414 emergency lighting criteria.

3.9.7.1 Emergency Warning Light Color. All emergency warning lights will meet the requirements of AC 150/5210-5.

3.9.7.2 Headlight Flashing System. A high beam, alternating/flashing, headlight system will be provided. The headlight will be separately switched from the warning light panel.

3.9.8 Radio Circuit. The vehicle will have three separate 30 amp circuits with breakers and connections provided in a space adjacent to the driver and turret operator for installation of radios and other communications equipment after the vehicle has been delivered. To facilitate the installation of the communications equipment the manufacturer will provide three antennas pre-installed on top of the cab. **Radios are an airport responsibility and not part of this specification.**

### 3.9.9 Power Receptacles.

3.9.9.1 Primary Power Receptacles. The vehicle will have two duplex 15-amp 110-volt power receptacles, one installed adjacent to the cab door on each side of the vehicle. Each duplex receptacle will include one straight blade and one twist-lock connection. These outlets will be powered by the generator.

3.9.9.2 Auxiliary Power Receptacles. The vehicle will have 2-12-volt auxiliary power receptacles mounted adjacent to the driver and crew member positions, preferably in the instrument panel.

3.9.9.3 Cable Reel. The vehicle will be equipped with an electrical cable reel, located within a compartment. The reel will be equipped with 200 feet of 20 amp, 600 volt, 90°C insulated electrical cable. The electrical cable will be equipped with a rubber ball stop to prevent cable pull through during rewinding operations. A four-way roller guide will be provided on the cable reel to prevent chafing of cable insulation. The cable reel will have an electric rewind motor with provisions for manual rewind in the event of motor failure; the manual rewind handle will be securely stored near the cable reel. A portable weatherproof duplex outlet box, with built-in circuit breakers and twist-lock receptacles, will be provided for on the cable end. The cable reel will be powered by the auxiliary generator.

3.9.10 Auxiliary Generator. A minimum 10 kilowatt (KW) (continuous rating), 120/240-volt, 60 hertz, diesel, hydraulic, or split shaft Power Takeoff (PTO)-driven generator will be provided.

### 3.10 Line Voltage Electrical System.

3.10.1 Electrical Shoreline Connection. The battery charger/conditioner will be powered from a covered, polarized, insulated, labeled, recessed (flush mounted), male, 110 volt AC auto-eject receptacle. The connection will be located on the exterior of the vehicle at the rear or on either side of the cab. A weatherproof charge meter will be installed next to the receptacle. A 15 amp rated, 110-120-volt, AC straight blade (non twist-lock) connector will be provided.

### 3.11 Air Systems.

3.11.1 Air Hose Reel. An air hose reel will be provided in an enclosed compartment on the vehicle. The hose reel will be equipped with 200 feet of 3/8 inch I.D. hoseline. A 3/8 inch National Pipe Taper (NPT) fitting and female style quick disconnect will be connected to the end of the hoseline. A four-way roller guide will be provided for the hose reel to prevent hose chafing and kinking. The hoseline will be equipped with a rubber ball stop to prevent hose pull through on roller guides during rewinding operations. The hose reel will have an electric rewind motor and provisions for manual rewind in the event of motor failure; the manual rewind handle will be securely stored near the hose reel. A pressure protected air supply from the chassis air system will be connected to the hose reel. The air supply lines will be routed with minimum bends and located or guarded from damage from the carried equipment.

3.12 Quality of Workmanship. The vehicle, including all parts and accessories, will be fabricated in a thoroughly workmanlike manner. Particular attention will be given to freedom from blemishes, burrs, defects, and sharp edges; accuracy of dimensions, radii of fillets, and marking of parts and assemblies; thoroughness of welding, brazing, soldering, riveting, and painting; alignment of parts; tightness of fasteners; et cetera. The vehicle will be thoroughly cleaned of all foreign matter.

#### 4. Regulatory Requirements.

4.1 Recoverable Materials. The contractor is encouraged to use recovered materials to the maximum extent practicable, in accordance with Title 48: Federal Acquisition Regulations System, Part 2823-Environment, Conservation, Occupational Safety, and Drug-free Workplace, Subpart 2823.4 Use of Recovered Material, 403 Policy and 404 Procedures.

4.2 Green Procurement Program. Green Procurement Program (GPP) is a mandatory federal acquisition program that focuses on the purchase and use of environmentally preferable products and services. GPP requirements apply to all acquisitions using appropriated funds, including services and new requirements. FAR 23.404(b) applies and states the GPP requires 100% of EPA designated product purchase that are included in the Comprehensive Procurement Guidelines list that contains recovered materials, unless the item cannot be acquired:

- a. competitively within a reasonable timeframe;
- b. meet appropriate performance standards, or
- c. at a reasonable price.

The prime contractor is responsible for ensuring that all subcontractors comply with this requirement. Information on the GPP can be found at:

[http://www.dot.gov/ost/m60/DOT\\_policy\\_letters/ap18\\_04.pdf](http://www.dot.gov/ost/m60/DOT_policy_letters/ap18_04.pdf) or FAR 23.404(b):

[http://www.acquisition.gov/far/current/html/Subpart%2023\\_4.html](http://www.acquisition.gov/far/current/html/Subpart%2023_4.html).

#### 5. Product Conformance Provisions.

5.1 Classification of Inspections. The inspection requirements specified herein are classified as follows:

- a. Performance inspection (See 5.2).
- b. Conformance inspection (See 5.3)

5.2 Performance Inspection. The vehicle will be subjected to the examinations and tests described in 5.6.3.1 through 5.6.3.5 (if applicable). The contractor will provide or arrange for all test equipment, personnel, schedule, and facilities.

5.3 Conformance Inspection. The vehicle will be subjected to the examinations and tests described in 5.6.3.1 through 5.6.3.5 (if applicable). The contractor will provide or arrange for all test equipment, personnel, and facilities.

5.4 Product Conformance. The products provided will meet the performance characteristics of this PS, conform to the producer's own drawings, specifications, standards, and quality assurance practices, and be the same product offered for sale in the commercial marketplace. The purchaser reserves the right to require proof of such conformance.

5.5 Technical Proposal. The offeror/contractor will provide an itemized technical proposal that describes how the proposed model complies with each characteristic of this PS; a paragraph by paragraph response to the characteristics section of this PS will be provided. The offeror/contractor will provide two copies of their commercial descriptive catalogs with their offer as supporting reference to the itemized technical proposal. The offeror/contractor will identify all modifications made to their commercial model in order to comply with the requirements herein. The vehicle furnished will

comply with the "commercial item" definition of FAR 2.101 as of the date of award. The purchaser reserves the right to require the offeror/contractor to prove that their product complies with the referenced commerciality requirements and each conformance/performance characteristics of this PS.

#### 5.6 Inspection Requirements.

5.6.1 General Inspection Requirements. Apparatus used in conjunction with the inspections specified herein will be laboratory precision type, calibrated at proper intervals to ensure laboratory accuracy.

5.6.2 Test Rejection Criteria. Throughout all tests specified herein, the vehicle will be closely observed for the following conditions, which will be cause for rejection:

- a. Failure to conform to design or performance requirements specified herein or in the contractor's technical proposal.
- b. Any spillage or leakage of any liquid, including fuel, coolant, lubricant, or hydraulic fluid, under any condition, except as allowed herein.
- c. Structural failure of any component, including permanent deformation, or evidence of impending failure.
- d. Evidence of excessive wear.
- e. Interference between the vehicle components or between the vehicle, the ground, and all required obstacles, with the exception of normal contact by the tires.
- f. Misalignment of components.
- g. Evidence of undesirable roadability characteristics, including instability in handling during cornering, braking, and while traversing all required terrain.
- h. Conditions that present a safety hazard to personnel during operation, servicing, or maintenance.
- i. Overheating of the engine, transmission, or any other vehicle component.
- j. Evidence of corrosion.
- k. Failure of the fire fighting system and sub-systems.

#### 5.6.3 Detailed Inspection Requirements.

5.6.3.1 Examination of Product. All component manufacturers' certifications, as well as the prototype and production/operational vehicle testing outlined in Table 1, will be examined to verify compliance with the requirements herein. Attention will be given to materials, workmanship, dimensions, surface finishes, protective coatings and sealants and their application, welding, fastening, and markings. Proper operation of vehicle functions will be verified as defined by NFPA 414, Acceptance Criteria chapter. A copy of the vehicle manufacturer's certifications will be provided with each vehicle in accordance with NFPA 414. The airport may accept a manufacturer or third party certification for any/all prototype and production/operational vehicle testing performed prior to delivery which proves that the vehicle meets the performance parameters of NFPA 414.

**Table 1. Vehicle Test Data**

#### **NFPA 414 TEST**

##### ***paragraph***

#### **Production Vehicle Operational Tests (NFPA 414 – Section 6.4)**

- (6.4.1) Vehicle Testing, Side Slope
- (6.4.2) Weight/Weight Distribution
- (6.4.3) Acceleration. **NOTE:** *With the modification that the instrumentation must be a GPS-based electronic data collection system.*
- (6.4.4) Top Speed
- (6.4.5) Brake Operational Test

- (6.4.6) Air System / Air Compressor Test
- (6.4.7) Agent Discharge Pumping Test
- (6.4.8) Dual Pumping System Test (As Applicable)
- (6.4.9) Pump and Maneuver Test
- (6.4.10) Hydrostatic Pressure Test
- (6.4.11) Foam Concentration Test
- (6.4.12) Primary Turret Flow Rate Test
- (6.4.13) Piercing/Penetration Nozzle Testing (As Applicable)

**Prototype Vehicle Tests (NFPA 414-Section 6.3)**

- (6.3.1) Rated Water and Foam Tank Capacity Test
- (6.3.2) Cornering Stability. **NOTE:** *With the modification that the evasive maneuver/double-lane change test must be conducted at 35 mph (56 kph).*
- (6.3.3) Vehicle Dimensions
- (6.3.4) Driver Vision Measurement
- (6.3.5) Pump and Roll on a 40 Percent Grade

**NFPA 414 Test paragraph**

- (6.3.6) Electrical Charging System
- (6.3.7) Radio Suppression
- (6.3.8) Gradability Test
- (6.3.9) Body and Chassis Flexibility Test
- (6.3.10) Service/Emergency Brake Test
- (6.3.11) Service/Emergency Brake Grade Holding Test
- (6.3.12) Steering Control Test
- (6.3.13) Vehicle Clearance Circle Test
- (6.3.14) Agent Pump(s)/Tank Vent Discharge Test
- (6.3.15) Water Tank Fill and Overflow Test
- (6.3.16) Flushing System Test
- (6.3.17) Primary Turret Flow Rate Test
- (6.3.18) Primary Turret Pattern Test
- (6.3.19) Primary Turret Control Force Measurement
- (6.3.20) Primary Turret Articulation Test
- (6.3.21) Handline Nozzle Flow Rate Test
- (6.3.22) Handline Nozzle Pattern Test

- (6.3.23) Ground Sweep/Bumper Turret Flow Rate Test
- (6.3.24) Ground Sweep/Bumper Turret Pattern Control Test
- (6.3.25) Undertruck Nozzle Test
- (6.3.26) Foam Concentration/Foam Quality Test
- (6.3.27) Warning Siren Test
- (6.3.28) Propellant Gas
- (6.3.29) Pressure Regulation

**NFPA 414 Test**

**paragraph**

- (6.3.30) AFFF Premix Piping and Valves
- (6.3.31) Pressurized Agent Purging and Venting
- (6.3.32) Complementary Agent Handline Flow Rate and Range
- (6.3.33) Dry Chemical Turret Flow Rate and Range
- (6.3.34) Cab Interior Noise Test

6. Packaging.

6.1 Preservation, packing, and marking will be as specified in the Procurement Specification, contract or delivery order.

6.2 The vehicle must be delivered with full operational quantities of lubricants, brake and hydraulic fluids, and cooling system fluid all of which must be suitable for use in the temperature range expected at the airport.

6.3 The vehicle must be delivered with one complete load of firefighting agents and propellants. One complete load is defined as all of the agents and propellants necessary for the vehicle to be fully operational. One load would include, at a minimum: one fill of a foam tank; one fill of a dry chemical tank (if applicable); one fill of a halogenated tank (if applicable); one spare nitrogen cylinder for a dry chemical system (if applicable); and one spare argon cylinder for a halogenated system (if applicable). Agents and propellants for required testing or training are not included. For the initial training period, water should be used in place of other extinguishing agents. The manufacturer may pre-ship agents and propellants to a receiving airport to reduce overall procurement costs.

6.4 The vehicle manufacturer must provide initial adjustments to the vehicle for operational readiness and mount any ancillary appliances purchased through the vehicle manufacturer as part of the vehicle.

7. Training.

7.1 Upon delivery of the vehicle to the airport, the manufacturer must, at no additional cost, provide the services of a qualified technician for five consecutive days (or up to eight days for an high reach extendable turret) for training. This is considered sufficient time for the purchaser to adjust shift work schedules to get maximum employee attendance to training sessions at some point during the training period. During this time sufficient repetitive learning opportunities must be provided by the manufacturer to allow various shifts to complete the training requirements.

7.2 The technician must provide thorough instruction in the use, operation, maintenance and testing of the vehicle. This setup must include operator training for the primary operators, which will give them sufficient knowledge to train other personnel in the functional use of all fire fighting and vehicle operating systems. Prior to leaving the vehicle, the technician should review the maintenance instructions with the purchaser's personnel to acquaint them with maintenance procedures as well as how to obtain support service for the vehicle.

7.3 Training must include written operating instructions, electronic training aids (videos/powerpoint), or other graphics that depict the step-by-step operation of the vehicle. Written instructions must include materials that can be used to train subsequent new operators.

8. Referenced Documents.

8.1 Source of Documents.

8.1.1 The CFR may be obtained from the Superintendent of Documents, U.S. Government Printing Office, Washington DC 20402.

Title 14, Code of Federal Regulations (CFR), Part 139, Certification of Airports (14 CFR Part 139)

Section 139.315 Aircraft Rescue and Firefighting: Index Determination.

Section 139.317 Aircraft Rescue and Firefighting: Equipment and Agents.

Section 139.319 Aircraft Rescue and Firefighting: Operational Requirements.

Title 49; Code of Federal Regulations (CFR), Part 393: Parts and Accessories Necessary for Safe Operation: Subpart C-Brakes.

Title 49; Code of Federal Regulations (CFR); Part 571, Motor Carrier Vehicle Safety Standards, Part 209, Standard No. 209; Seat Belt Assemblies.

8.1.2 SAE documents may be obtained from SAE, Inc. 400 Commonwealth Drive, Warrendale PA 15096.

8.1.3 National Fire Protection Association (NFPA): NFPA documents may be obtained from NFPA, Batterymarch Park, Quincy MA 02269-9101.

NFPA 412, Standard for Evaluating Aircraft Rescue and Fire-Fighting Foam Equipment (2009 Edition)

NFPA 414, Standard for Aircraft Rescue and Fire Fighting Vehicles (2007 Edition)

NFPA 1901, Standard for Automotive Fire Apparatus (2009 Edition)

8.1.4 Federal Aviation Administration (FAA): FAA ACs may be obtained from the FAA website: [http://www.fao.gov/regulations\\_policies/advisory\\_circulars/](http://www.fao.gov/regulations_policies/advisory_circulars/)

AC 1509/5220-10, Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles

AC 150/5210-5, Painting, Marking, and Lighting of Vehicle Used on an Airport

FAA Orders, Specifications, and Drawings may be obtained from: Federal Aviation Administration, ATO-W CM-NAS Documentation, Control Center, 800 Independence Avenue, SW, Washington, DC 20591. Telephone: (202) 548-5256, Fax: (202) 548-5501 and website: [http://www.faa.gov/about/office\\_org/headquarters\\_offices/ato/service\\_units/techops/atc\\_facilities/cm/cm\\_documentation/](http://www.faa.gov/about/office_org/headquarters_offices/ato/service_units/techops/atc_facilities/cm/cm_documentation/)

## 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.

### All or None Bid.

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

### Incorporation of Attachments.

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

- Attachment A – PRICE SCHEDULE
- Attachment B – CERTIFICATIONS BY BIDDER
- Attachment C – FEDERAL PROVISIONS

## 006 - GENERAL TERMS & CONDITIONS

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

### Delivery of Goods/Services.

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

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

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

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

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

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

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

### Invoicing and Payment.

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

### Information Required On Invoice.

All invoices must be in a form and content approved by the City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the

quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

#### Payment by City.

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

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

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

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

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

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

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

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

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

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

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

#### Termination.

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

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

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

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

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

## **INDEMNIFICATION.**

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

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

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

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

## Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to the City at their respective offices, at all reasonable times and as often as City may deem

necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

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

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

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

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

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

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

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

**Non-discrimination.** As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section 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 the City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

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

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

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

007 - SIGNATURE PAGE

By submitting a bid, whether electronically or by paper, Bidder represents that:

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

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

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

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

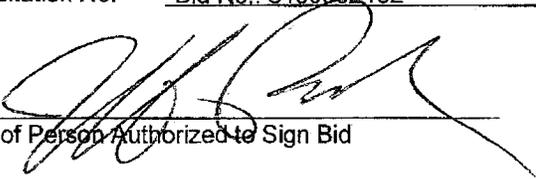
If submitting your bid by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your bid.

Bidder Information

Please Print or Type

Vendor ID No.	FIN: 39-0520270
Signer's Name	Jeff Resch - Vice President
Name of Business	Oshkosh Corporation
Street Address	3100 North McCarthy Road
City, State, Zip Code	Appleton, WI 54913
Email Address	draddatz@airport.oshkoshcorp.com or abaus@airport.oshkoshcorp.com
Telephone No.	920-749-2250
Fax No.	920-749-2262
City's Solicitation No.	Bid No.: 6100002132

Signature of Person Authorized to Sign Bid



## 008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 009 - ATTACHMENTS

Attachment A – PRICE SCHEDULE

Attachment B – CERTIFICATIONS BY BIDDER

Attachment C – FEDERAL PROVISIONS

**ATTACHMENT A**

**PRICE SCHEDULE**

**ITEM 1:**

<u>Quantity</u>	<u>Description</u>	<u>Price Each</u>
1	Heavy Rescue Fire – Class 5, 3000-gallon ARFF Vehicle with HRET	\$ <u>762,749.00</u>

MAKE & MODEL CAB & CHASSIS: Oshkosh Striker 3000

CAB & CHASSIS WARRANTY: 12 Month

MAKE & MODEL OF ENGINE: Caterpillar C-16

ENGINE WARRANTY: 60 Months

MAKE & MODEL OF TRANSMISSION: Allison EVS4800

TRANSMISSION WARRANTY: 60 Months

MAKE & MODEL BODY: Oshkosh Striker 3000

WARRANTY ON BODY: 12 Months

WARRANTY OF COMPLETE VEHICLE: 12 Months

WARRANTY FOR ANY COMPONENT WARRANTY THAT EXCEEDS THE WARRANTY OF THE COMPLETE VEHICLE: Transmission, Engine (See above)

PRODUCTION CUT-OFF DATE: Price is firm for 60 Days after bid opening.

DELIVERY: Delivery will be made within 300 calendar days after receipt of purchase order.

(Please note: Delivery shall be made no later than a year from the date of the Purchase Order.)

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: February 3, 2013.

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? Must be reviewed a the time of order.

ATTACHMENT OF BIDDER / MANUFACTURER TECHNICAL PROPOSAL (PER TECHNICAL SPECIFICATION 5.5, TECHNICAL PROPOSAL): YES X NO \_\_\_\_\_

## **ATTACHMENT B – CERTIFICATIONS BY BIDDER**

Bidder hereby declares and certifies that the only parties interested in this proposal are named herein and that this proposal is made without collusion with any other person, firm or corporation. Bidder further certifies that no member, officer or agent of City has direct or indirect financial interest in this proposal.

### **Certification of Non-Segregated Facilities: (41 CFR Part 60-1.8)**

Bidder, as a potential federally-assisted contractor, certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Bidder certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which the City will incorporate into the contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

### **Trade Restriction Certification: (49 CFR Part 30)**

Bidder, by submission of a Bid certifies that it: is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR); has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list; has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: (49 CFR Part 29)**

Bidder certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where Bidder or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

### **Buy American Certification: (Title 49 U.S.C. Chapter 501)**

As a condition of bid responsiveness, the bidder must indicate how they intend to comply with the Buy American preferences established under Title 49 U.S.C. Section 50101. Bidders must complete the Buy American certification that is attached to this proposal form. If Bidder requests a permissible waiver to the Buy America requirements, Bidder identified as the low bid must submit a formal waiver request and component cost calculation within the prescribed time identified on the Buy America certification.

Buy America Certification  
(Title 49 U.S.C. Section 50101)

**PROJECT NAME:** SAT ARFF Vehicle  
**AIRPORT NAME:** San Antonio International Airport (SAT)

This solicitation and any resulting contract are subject to the Buy America requirements of 49 U.S.C. Section 50101. Bidder certifies it and all associated subcontractors will comply with the Buy American preferences established under Title 49 U.S.C. Section 50101 as follows:

**U.S.C. Section 50101 - Buying goods produced in the United States**

**Preference.** - The Secretary of Transportation may obligate an amount that may be appropriated to carry out section 106(k), 44502(a)(2), or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this title for a project only if steel and manufactured goods used in the project are produced in the United States.

**Waiver.** - The Secretary may waive subsection (a) of this section if the Secretary finds that -

Applying subsection (a) would be inconsistent with the public interest;

The steel and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality;

When procuring a facility or equipment under section 44502(a)(2) or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this title -

The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components of the facility or equipment; and

Final assembly of the facility or equipment has occurred in the United States; or

Including domestic material will increase the cost of the overall project by more than 25 percent.

**Labor Costs.** - In this section, labor costs involved in final assembly are not included in calculating the cost of components.

As a matter of bid responsiveness, Bidder must complete and submit this certification with their bid proposal. Bidder must sign and date the certification. Bidder must indicate how they propose to comply with the Buy America provision by selecting one of the following certification statements.

**Bidder hereby certifies that it will comply with Title 49 U.S.C Section 50101(a) by only installing steel and manufactured products produced in the United States of America. Bidder further agrees that if chosen as the apparent low bid, it will submit documentation to the City of San Antonio that demonstrate all steel and manufactured products are 100% manufactured in the United States.**

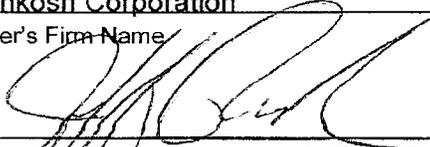
**Bidder hereby certifies that it cannot fully comply with the Buy America preferences of Title 49 U.S.C Section 50101(a); Bidder therefore requests a waiver per Title 49 U.S.C Section 50101(b). Bidder further agrees that upon notification from the City of San Antonio, Bidder identified with the apparent low bid agrees to prepare and submit a waiver request and component calculation information to the owner within seven (7) calendar days of the date of the notice of apparent low bid.**

Oshkosh Corporation

Bidder's Firm Name

November 30, 2012

Date

  
Signature of Authorized Agent Jeff Resch - Vice President

Buy America Waiver Request  
Title 49 U.S.C Section 50101 (b)

For Equipment and Vehicles Procured under the Airport Improvement Program

Type of Waiver Request:

Bidder may request a waiver subject to the provisions of Section 50101(b)(3) or Section 50101(b)(4). Bidder may not request a waiver under Section 50101(b)(1) or Section 50101(b)(2). Bidder is hereby advised that the City's approval with Bidder's waiver request is contingent upon FAA approval. Bidder must select one of the following applicable waiver provisions:

Section 50101(b)(3): Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(3). Bidder further certifies that 96 % of the cost of components and subcomponents comprising the equipment are produced in the United States and that final assembly occurs with the United States. *(Bidder must attach a copy of the component cost calculation table)*

Section 50101(b)(4): Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(4). Bidder asserts provision of domestic material increases the cost of the overall project by more than 25%. *(This type of waiver is rare)*

Certification Signature

In accordance with Section 50101(b), we request a waiver to the Buy America provisions based on the above certification and attached documentation.

Oshkosh Corporation  
Bidder's Firm Name

November 30, 2012  
Date

  
Signature of Authorized Agent Jeff Resch - Vice President

Instructions for Section 50101(b)(3) Waiver:

"Equipment" in Section 50101 shall mean AIP-funded vehicle or single piece of equipment.

Bidder must base the U.S. percentage upon the value that results from completing a component cost calculation table similar to the attached format. Bidder shall avoid mere pro forma efforts to establish the waiver request percentage. Bidder must submit the component cost calculation table as an attachment to the waiver request. The component breakout shall be along major elements/systems of the equipment.

Components are the material and products directly incorporated into the "vehicle" at the place of final assembly.

The final assembly of the AIP-funded "equipment" must be within the USA *(Section 50101(b)(3)(B))*. Final assembly is the substantial transformation of the components and subcomponents into the end product.

All steel used in the "Equipment" must be produced in the USA. FAA will not approve a waiver for products made with non-domestic steel.

The Buy American requirements apply to all tier contractors and subcontractors. All contractors/subcontractors are required to provide sufficient documentation that indicates origin of manufacturer and percentage of domestic manufactured product.

Bidder is hereby advised there is no implied or expressed guarantee that the Federal Aviation Administration (FAA) will approve any requested waiver. The FAA CANNOT concur with any waiver request for less than 60% US component participation.

Instructions for Section 50101(b)(4) Waiver:

This waiver is rarely applied. Consult City before making this request.

Prepare detailed proposal costs using domestic product(s) and the overall project cost.

Prepare detailed alternate proposal costs of the non-domestic product(s) and the overall project cost. If the proposal with domestic product(s) is more than 25% of the proposal with non-domestic product(s), Bidder may request a waiver under 50101(b)(4).

Bidder must attach adequate documentation that supports the use of domestic products results in an increase in the overall project costs that exceeds 25%. Bidder must certify under signature and date that the submittal information is correct and accurate.

**North America Free Trade Act (NAFTA)**

The NAFTA **does not** apply to the AIP. Products and material made in Canada or Mexico must be considered as foreign made products.

**COMPONENT COST CALCULATION TABLE**

*In lieu of completing this table, Bidder may prepare a spreadsheet that addresses the same information and calculations as presented herein.*

*An authorized person shall attest under signature and date that the submitted information is accurate and complete*

*Bidder/contractor shall submit the signed component cost calculation table to the Owner as an attachment to the waiver request*

*The component breakout shall be along major elements of the equipment. Inadequate breakout of components is cause for owner rejection of the waiver request*

Component/Subcomponents	Name of Manufacturer	Country of Origin	Cost of Foreign Manufactured Components/Subcomponents	Cost of USA Manufactured Components/Subcomponents
Tires	Michelin	France	\$16,100.00	
LG Alert System	Stability Dynamics LTD	Canada	\$3,900.00	
Drive Line Components	Daewoo	Korea	\$5,200.00	
Hydraulic Pump & Motor	Price Engineering	China	\$3,800.00	
Engine	Caterpillar	USA		\$32,100.00
Transmission	Allison Transmission	USA		\$31,000.00
Water & Foam Tank	United Plastic Fabricating	USA		\$28,200.00
Water Pump	Waterous	USA		\$14,700.00
Custom Chassis, Firefighting System, HRET & Body	Oshkosh Corporation	USA		\$599,200.00

**Sum of US Manufactured Component/Subcomponent Costs:** \$705,200.00

**Sum of all Equipment Components and Subcomponents:** \$734,200.00

**Percentage of Equipment Components Manufactured in the United States:** 96%

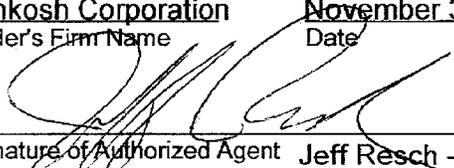
**Place of Final Assembly:** Wisconsin

Certification Signature

**I hereby certify the above information is accurate and complete.**

**Oshkosh Corporation**  
Bidder's Firm Name

**November 30, 2012**  
Date

  
Signature of Authorized Agent **Jeff Resch - Vice President**

Amounts listed above include the cost of the truck only.  
The following items are not included in the calculation:  
Delivery of Completed Vehicle  
On-Site Training  
Extinguishing Agent  
Manuals