



CITY OF SAN ANTONIO
Finance Department, Purchasing Division

REQUEST FOR OFFER (“RFO”) NO.: 6100015880

SKEETER FLAT BED RESCUE TRUCK

Date Issued: AUGUST 9, 2022

RESPONSES MUST BE RECEIVED **NO LATER THAN:**
10:00 AM, CENTRAL TIME, AUGUST 12, 2022

Responses may be submitted by any of the following means:

Electronic submission through the Portal
Electronic submission by e-mail

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: None

DBE / ACDBE Requirements: None

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

Pre-Submittal Conference: None

Staff Contact Person:

Genaro De Leon
Procurement Specialist II
P.O. Box 839966,
San Antonio, TX 78283-3966

Email: Genaro.DeLeon@sanantonio.gov

Phone Number: 210-207-7262

002 - TABLE OF CONTENTS

002 - TABLE OF CONTENTS 2

003 - INSTRUCTIONS FOR OFFERORS 3

004 - SPECIFICATIONS / SCOPE OF SERVICES 9

005 - SUPPLEMENTAL TERMS & CONDITIONS 18

006 - GENERAL TERMS & CONDITIONS 21

007 - SIGNATURE PAGE 27

008 - STANDARD DEFINITIONS 28

009 - ATTACHMENTS 29

003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

Submission of Offer's. *Offer(s) maybe submitted through the Portal or by E-mail

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

Modified Offer. Offer's may be modified provided such modifications are received prior to the time and date set for submission of Offer, and submitted in the same manner as original offer "**electronically**". Electronic offer's, a modified offer will automatically replace a prior offer submission. See below for information on submitting Alternate Offer's.

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

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

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

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

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

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

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

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

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

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

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

Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

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

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

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

If this solicitation contains DBE/ACDBE requirements, offeror and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Barbara Patton, who may be reached via telephone at (210) 207-3592 or through e-mail at Barbara.Patton@sanantonio.gov. Offerors and/or their agents may contact Ms. Patton at any time prior to the due date for submission of offer. Contacting her or her office regarding this RFO after the offer due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Offerors are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings.

Pre-Submittal Conference participation is optional, but highly encouraged.

Respondents who join the WebEx Pre-Bid Conference are highly encouraged to email the solicitation's point of contact person confirming Respondent attendance and participation through the WebEx.

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

To request an interpreter for the deaf or other assistance, call (210) 207-7245 Voice/TTY. Interpreters for the deaf must be requested at least 48 hours prior to the meeting.

Changes to RFO.

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

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

Preparation of Offers.

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

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

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

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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

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

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

Rejection of Offers.

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

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

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

The offer is conditional; or

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

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

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

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Offers submitted electronically may be withdrawn electronically.

Evaluation and Award of Contract.

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

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

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

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

Prompt Payment Discount.

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

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

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

Prohibited Financial Interest.

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

- A City officer or employee; his or her spouse, sibling, parent, child, or other family member within the first degree of consanguinity or affinity;
- An entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10% or more of the voting stock or shares of the entity, or 10% or more of the fair market value of the entity; or
- An entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

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

State of Texas Conflict of Interest:

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

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

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

<https://ethics.state.tx.us/forms/conflict/>

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Chapter 46 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

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

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

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

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

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

“Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

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

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

- (1) receives compensation from the business entity for the person’s participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

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

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.0 BACKGROUND: The City of San Antonio is soliciting bids to replace a Class 6, 19500 lbs. **Skeeter Flat Bed Rescue Truck with Mobile Air Compressors.** The trucks will replace #8023, #8224, #8238, #8290 as shown in the photo below. However, some variation may be necessary due to changes in manufacturing processes or product offering. Revisions in NFPA guidelines and/or other regulations may also affect our ability to match the previous unit.



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

- 4.1.1. City of San Antonio reserves the right to increase or decrease quantity of units being purchased up to the production "cut-off" date submitted on the bid for the particular item, depending on availability of funds. Prices may not be increased during this period; however, the City should benefit from any price decrease. Additional units may be purchased on an "as needed" basis. Successful vendor is required to notify the City of all production "cut-off" dates necessary for order submission. Vehicles are to be year model 2023 or newer.
- 4.1.2. Any permanent manufacturers increase or decrease in offered pricing for a base contract item or published option is considered to be a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.
- 4.1.3. Price changes will be based on contracted published vendor price sheets (Vehicle Order Confirmation, Vehicle Cut Sheet, Base Price Sheet, Invoice, etc.), for the vehicle manufacturer's price increase for base bid items and published options. Prices shall be held firm for initial vehicle model year awarded by the contract. Thereafter, changes will be considered annually if accompanied by justifying documentation for the new model year.
- 4.1.4. Price change requests must be supported with documentation detailing the manufacturer's price change (Vehicle Order Confirmation, Vehicle Cut Sheet, Base Price Sheet, Invoice, etc.). The Vehicle Order Confirmation, Vehicle Cut Sheet, Base Price Sheet or Invoice submitted will be compared to the PPI to justify the increase.
- 4.1.5. No price change will be allowed unless it has been reviewed and approved by City in writing. Vendor must have received a written approval from the City of any change prior to charging the new price or using it in any quotation prepared for an end user.
- 4.1.6. Price change requests must be submitted to the city in writing and must be received at least thirty (30) calendar days prior to the requested effective date of the change.
- 4.1.7. The City reserves the right to accept or reject any price change request. Acceptance, if granted, will be in writing and the approved changes will become part of the contract.
- 4.1.8. All components shall be installed new, unused, standard production model, and equipment is to be serviced in accordance with manufacturer's recommended pre-delivery check list, and ready for operation upon delivery, and shall include all manufacturers' standard equipment unless otherwise specified or replaced therein. Equipment offered under the below listed specifications will be considered unacceptable if for any reason its long-term availability on the U.S. Market or in the local area is in doubt.

4.2. WARRANTY: All items bid must include the maximum standard manufacturer's warranty available, including both parts and labor, for all components and attachments. All warranties must be for a minimum period of twelve months. The warranty shall begin on the date the vehicle is placed in service, not on the delivery date. Vendor shall attach a copy of the manufacturer's warranty to Vendor's bid. City will notify Vendor by letter of the in-service date for each item by serial number. Warranty service and parts must be available within a 50 mile radius of San Antonio City Hall from a factory authorized dealer. Included warranties are as follows:

Engine: Five (5) year/ 100,000 mile
Chassis: Five (5) year/ 100,000 mile engine warranty
Bumper to Bumper: Three (3) year/ 36,000 mile
Structural Body Warranty: Ten (10) Years
Skeeter Manufactured parts: Five (5) Years

- 4.3. DELIVERY:** The truck will be delivered under its own power to insure proper break-in of all components while the truck is still under warranty. All vehicle and title deliveries are to be made in coordination of San Antonio Fire Department Services Chief or their Designee.
- 4.4. EQUIPMENT MANUALS:** Two operator's manuals will be provided, which shall include parts and maintenance manual or two USB drives detailing the equipment, accessories, and components as well as construction drawings complete with wiring diagrams. A permanent plate will be mounted in the driver's compartment specifying the quantity and type of fluids required including engine oil, engine coolant, transmission, pump transmission lubrication, pump primer and drive axle.
- 4.5. REQUIRED DOCUMENTS AT DELIVERY:** The Manufacturer's Statement of Origin (MSO), Dealer Temporary license plates/tags, proper Invoice, signed 130U form, Texas Vehicle Inspection Report, and State Weight Certificate/slip (for trucks over one ton) are required upon delivery of each unit and are required before payment can be processed. **Any of these missing items will delay the payment process.**
- 4.6. MINIMUM VEHICLE ACCESSORIES:** All units to be equipped at the factory with maximum capacity cooling system offered by manufacturer, full headliner, fresh air heater and defroster units, minimum AM/FM OEM radio, power windows and power door locks and manual tilt steering wheel. All units to be equipped with steering column mounted gear selector unless otherwise specified. Each unit shall have a minimum three keys. All accessories and equipment will be OEM. The manufacturer will rate all equipment provided as low emission on all models available. Vehicles to be equipped with OEM tinted glass.
- 4.7. INCOMPLETE VEHICLES:** All bodies and components in this bid will be installed in accordance with the appropriate Incomplete Vehicle Data Manual. Certification of compliance will be posted on the left door post of the vehicle. Except for manufacturer's data plates (maximum 4" x 6"), vendor or manufacturer's identifying markings (decals and plates) will not be applied to the vehicle or mounted components. Installation will be completed in compliance with Federal Motor Vehicle Department of Transportation Standards and Texas State Highway requirements. Installation of body and accessories on City furnished vehicles will be accomplished by drilling holes in the frame. Welding on or cutting of frame is not authorized forward of the rear spring hanger or support. Bidders will be responsible for the relocation of any truck components to facilitate installation of the body and equipment. Such relocation must be included as part of the basic bid.
- 4.8. BUILD SHEET INSTRUCTIONS:** Upon contract award, vendor shall provide written acknowledgement of order placement. A copy of the finalized build sheet with a San Antonio Fire Department Representative signature confirming equipment build out shall be provided to the City prior to equipment delivery. The delivery date for the completed unit shall be communicated when the build sheet is finalized. Electrical wiring schematics that include lighting and air conditioning systems for body shall be provided at time of delivery. Electrical wiring schematics and finalized build sheet shall be provided in paper in Adobe PDF format.
- 4.9. VEHICLE INSPECTION:** The vendor shall have each vehicle (except cab and chassis units delivered without bodies) properly inspected in compliance with Texas motor vehicle laws.
- 4.10. CHECK-IN INSPECTION:** The City shall check the vehicle upon delivery to ensure compliance with this specification and any other specific requirements. The vendor shall deliver with the vehicle a manufacturer's invoice, and MSO or any official documentation to verify the fact that ordered options, GVWR rating, and other requirements have been met. Failure to provide required documentation as listed may cause the delay of payment. Payment will be made within 30 days after vehicle's acceptance or receipt of correct invoice, whichever is later. Acceptance will not be made, nor payment initiated on vehicles failing to meet specifications (unless they are brought into full compliance), and all necessary documents (i.e. MSO, odometer statement, etc.) are received by the City.

The City shall have a maximum of 30 working days to complete this inspection.

4.11. NON COMPLIANT VEHICLES: Vendor shall remove noncompliant vehicle(s) from City premises within 5 working days after receiving written notification from Fleet Acquisition staff. If vehicle is not removed by vendor within the specified time frame, the City may arrange for vehicle to be removed and secured by a local towing and storage facility. Vendor will be responsible for payment of all related towing and storage charges. The City will not be responsible or liable for damage or loss of noncompliant vehicles which remain on City premises, or which are removed by towing company, 5 working days after vendor notification.

4.12. ELECTRICAL: Heavy duty battery and alternator offered by manufacturer for models being bid. All units to be equipped with oil pressure, water temperature, and volt or amp gauges.

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

4.14. BRAND NAMES: Manufacturer names, trade names, brand names, and product numbers used herein are for the purpose of describing and establishing tested, compatible, approved and acceptable products that are of the type and quality required by the City. The use of pre-approved brand names are not intended to limit competition; therefore the phrase "or equal" is added. For purposes of this contract, the proposed "or equal" products shall require close adherence to the established standards of performance and quality inherently derived and reasonably expected from the brand named products specified herein. The City shall be the sole judge of equality and suitability.

4.15. INFORMATION: A permanent plate will be mounted in the driver's compartment specifying the quantity and type of fluids required including engine oil, engine coolant, transmission, pump transmission lubrication, pump primer and drive axle.

4.15.1. SAFETY VIDEO - At the time of delivery Vendor will also provide one professionally produced truck safety video, online link or in DVD format. This video will address key safety considerations for personnel to follow when they are driving, operating, and maintaining the truck, including the following: vehicle pre-trip inspection, chassis operation, pump operation, aerial operation, and safety during maintenance.

4.15.2. PERFORMANCE TESTS - A road test will be conducted by VENDOR with the truck fully loaded and a continuous run of no less than ten (10) miles. During that time the truck will show no loss of power nor will it overheat. The transmission drive shaft or shafts and the axles will run quietly and be free of abnormal vibration or noise. The truck when fully loaded will not have less than 25 percent nor more than 50 percent on the front axle, and not less than 50 percent nor more than 75 percent on the rear axle. The truck will meet NFPA 1901 acceleration and braking requirements.

4.15.3. SERVICE AND WARRANTY SUPPORT - Vendor dealership support will be provided by and operating a Skeeter authorized service center. The service center will have factory-trained mechanics on staff versed in Skeeter fire truck. The service facility will be located within twenty five (25) miles of the fire department.

4.16. NFPA STANDARDS - This unit will comply with the NFPA standards amended November 2020, except for fire department directed exceptions.

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

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

4.16.3. All horizontal surfaces designated as a standing or walking surface that are greater than 48.00" above the ground must be defined by a 1.00" wide line along its outside perimeter. Perimeter markings and designated access paths to destination points will be identified on the customer approval print and are shown as approximate. Actual location(s) will be determined based on materials used and actual conditions at final build. Access paths may pass through hose storage areas and opening or removal of covers or restraints may be required. Access paths may require the operation of devices and equipment such as the aerial device or ladder rack.

4.16.4. A plate that is highly visible to the driver while seated will be provided. This plate will show the overall height, length, and gross vehicle weight rating.

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

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

4.17. NFPA COMPLIANCY - Truck proposed by the bidder will meet the applicable requirements of the National Fire Protection Association (NFPA) as stated in current edition at time of contract execution. Fire department's specifications that differ from NFPA specifications will be indicated in the proposal as "non-NFPA".

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

4.18. PRODUCT CHANGES AND IMPROVEMENTS - Our components and processes, as described in this proposal document, are as accurate as known at the time of bid submission, but are subject to change for the purpose of product or process improvements, or changes in industry standards providing the change does not affect the meaning or definition of the bid specifications.

4.19. APPROVAL DRAWING - A drawing of the proposed truck will be prepared and provided to the purchaser for approval before construction begins. The Vendor sales representative will also be provided with a copy of the same drawing.

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

4.19.2. A "revised" approval drawing of the truck will be prepared and submitted by Vendor to the purchaser showing any changes made to the approval drawing.

4.19.3. There will be a revised drawing of the truck with all the changes made during production provided at pickup.

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

4.20. ELECTRICAL WIRING DIAGRAMS - One (1) USB and one (1) paper copy of the electrical wiring diagrams, prepared for the model of chassis and body, will be provided.

4.21	ITEM	QUANTITY	DESCRIPTION
	1	4	Skeeter Flat Bed Rescue with Mobile Air Compressors

CHASSIS SPECIFICATIONS:

4.21.1. Regular Cab, two-wheel drive, Dual rear wheels (DRW) truck supplied with a Cummins 6.7 turbo-charged diesel, (in-line 6) "I6" configuration, PREFERRED. Minimum engine performance is 305 HP at 2800 rpm and Torque 610 ft lbs.

4.21.2. **GVWR:** Minimum of 19,500 lbs.

4.21.3. **Front Bumper:** Bumper and Grille shall be painted and supplied with Tow Hooks.

4.21.4. **Front Axle and Suspension:** 7,250lbs. front axle, 7,250lbs. Front suspension package, stabilizer bar, and front shock

4.21.5. **Tires:** Front shall have two (2) 225/70R19.50, radial all weather highway tread; Rear: four (4) 225/70R19.50 all weather type radial tires

4.21.6. **Front Wheels:** two (2) 19.50" x 6.00" steel disc, eight (8)-hole pattern steel disc

4.21.7. **Rear Wheels:** four (4) 19.50" x 6.00" steel disc, eight (8)-hole pattern steel disc

4.21.8. **Rear Axle and Suspension:** 13,500lbs. wide track rear axle, 13,500lbs. suspension package, stabilizer bar, limited slip axle. Equipped with 4.88 gears.

4.21.9. **Brake System:** four (4) wheel disc brakes with an Anti Lock System (ABS)

4.21.10. **Urea Exhaust Treatment Supplement**

4.21.11. **Cooling System:** a coolant mixture protected to -30 degrees Fahrenheit

4.21.12. **Exhaust System:** horizontally mounted, exiting passenger's side aft of wheels

4.21.13. **Fuel Tank:** minimum 50 gallons rear mounted, driver's side filler extension

4.21.14. **Transmission:** six speed automatic Steering: power steering system

4.21.15. **Batteries:** two (2) 78 amp-hr 730CCA 12-volt batteries Alternator: single 180 amp 12 volt

4.21.16. Equipped with sun visors, tinted glass, roof clearance lights, interior grab handles

4.21.17. **Mirrors:** black manually telescope fold-away in/out for view adjustment.

4.21.18. **Cab Paint:** single color, white

4.21.19. **Safety:** Dual front air bags

- 4.21.20. **Climate Controls:** Maximum heat, defroster, and air conditioning with controls in reach of driver.
- 4.21.21. **Drivers and Passenger Seat:** vinyl bucket type seats with three (3) point safety device.
- 4.21.22. **Cab Accessories:** AM/FM radio, two radio speakers and antenna
- 4.21.23. **Cab to Axle:** The chassis Cab to Axle measurement shall be 84".
- 4.21.24. **CHASSIS UPFITTING:**
- 4.21.24.1. **Mud Flaps:** The chassis shall be supplied with mud flaps installed behind the rear wheels.
- 4.21.24.2. **Front Bumper:** The bumper shall be equipped with a fabricated tubular steel grill guard, bolted in place. A 1/4" skid plate (0.25") aluminum skid plate will be installed from the bumper area extending below the bumper and chassis radiator area.
- 4.21.24.3. **Cab Steps:** The cab shall be equipped with steel step assemblies, on each side of the cab.
- 4.21.24.4. **Console:** A custom fabricated poly (plastic) electrical console and enclosure shall be located between the driver's and passenger's seats. It shall house the siren, switches, cup holder, and auxiliary equipment.
- 4.21.24.5. **Rear Receiver:** The rear of the chassis shall be equipped with one (1) square steel tube receiver assembly for high or low angle rescue, trailer use, and winch applications. It shall be the same size as a Class III trailer hitch and shall be attached to the chassis frame assembly. The receiver shall be rated at approximately 10,000lbs. The rear receiver assembly shall be equipped with two (2) heavy duty rear tow loops, one (1) each side.
- 4.21.25. **BODY CONSTRUCTION:**
- 4.21.25.1. **Flat Bed of Body:** The body will be a custom fabricated severe service flatbed type constructed of aluminum. The body shall be 114" long by 96" wide, designed for a 84" cab to axle (chassis) dimension. The body shall be specifically designed for this purpose.
- 4.21.25.2. **Frame:** The body shall have 5" x 1.75" structural aluminum channel main frame rails. The body frame rails shall be isolated from the truck frame by .500" industrial isolators.
- 4.21.25.3. **Sub-Frame:** The cross-members shall be 3" x 2 5/16" structural aluminum I beams with cross-members on 12" centers.
- 4.21.25.4. **Body Mounting:** The body shall be bolted to the chassis frame rails at the rear end of the frame. There shall be brackets installed at the middle of the body frame to prevent side to side movement. The body shall be spring mounted at the front of the body frame.
- 4.21.25.5. **Corners:** The front corners of the flat-bed body will be angled at approximately 22°.
- 4.21.25.6. **Body Front:** The front of the body shall have a 2" formed aluminum tube headache rack. The rack shall extend the full width of the body and be attached to the front body corners. The assembly shall extend above the chassis cab and have mounting platform for installation of the light bar and two work lights. Wiring for the lights will be placed inside the tubing for protection. The headache rack shall have four (4) vertical 2" tubes for extra strength.
- 4.21.25.7. **Fender Panels:** The lower portion of the flat-bed body shall have fender panels over and aft of the rear wheel panel area. The panels shall be constructed of aluminum. The wheel well openings will be cut out to conform to the wheels.
- 4.21.25.8. **Rear Body Panel:** A vertical body panel shall be installed at the rear of the body constructed of .125" smooth aluminum. The panel shall house the running lights, taillights, back-up lights, and emergency lights. The body panel shall be angled to allow for approximately 27 degrees angle of departure.
- 4.21.25.9. **Protective Rails:** The upper body area shall be protected with radius corner 1" diameter aluminum tube railing assembly installed around the top of the step side flat-bed body. The corners of the body shall have vertical risers space in critical areas. The railings shall act as protection for the upper body structures when off road in heavy brush conditions. The rear upper body corner rails shall house the upper emergency lights and work lights.
- 4.21.25.10. **Body and Compartment Finish:** The exterior surface of all body skins, compartments, and trays shall all be polished diamond plate aluminum finish.
- 4.21.25.11. **Storage Compartment:** A body equipment storage compartment shall be installed on the flatbed surface, driver's side of the truck. The exterior dimensions shall be approximately 48" wide, 24" high, and 18" deep. The compartment shall be constructed of .125" aluminum on all exterior surfaces. The actual door opening shall be approximately 3" smaller in dimension. The compartment shall be equipped with:
- 4.21.25.11.1.1. The door shall be lift up type with latch installed
- 4.21.25.11.1.2. Key type door locks.
- 4.21.25.11.1.3. Dual gas operated door opening assistant cylinders.
- 4.21.25.11.1.4. White LED strip light that is automatically controlled by a door activated switch.
- 4.21.25.11.1.5. Compartment should have at least one louvered vent
- 4.21.25.11.1.6. Turtle Plastics Turtle Tile Compartment Matting shall be installed in the compartment.

- 4.21.25.12. **DOOR AJAR LIGHT:** A "door ajar" warning light shall be installed on the center console. The light shall be flashing red LED light with a clear lens. The door ajar light shall be activated by door ajar switches installed on every compartment door.
- 4.21.26. **BREATHING AIR SYSTEM:**
- 4.21.26.1. **Cascade breathing air system:** There shall be a Bauer H35-D engine driven compressor installed on the floor of the bed and act as the filling device for the 6000 psi DOT bottles.
 - 4.21.26.2. **Breathing Air Bottles:** There shall be six (6) 6000 PSI DOT bottles manifolded into the CF5.5-2S filling station.
 - 4.21.26.3. **Fill Station:** There will be one Bauer CF5.5-2S Fill station located on the passenger side of the unit in a location that will allow for easy operations while filling bottles.
 - 4.21.26.4. **SCBA Bottle Storage:** There shall be a SCBA bottle storage module installed on the flatbed body floor of the unit. This module shall hold 20 spare SCBA bottles and ensure they are secured when in transit. The module shall be designed and installed on the unit to allow for easy removal and install of bottle when in operation on scene. There shall be one (1) individual compartment for each spare bottle.
- 4.21.27. **STORAGE:** A storage tray shall be installed over the driver's side equipment compartment, on the driver's side of the truck. The exterior dimensions shall be approximately: 16" wide, 8" high, and 72" long. The tray shall be constructed entirely of .125" aluminum on all exterior surfaces. The assembly shall be equipped with a hinged lift up aluminum door on top, enclosed front panel, and open rear area. There shall be a set of gas shocks installed on the lid of the tray to aid in opening and closing the tray in a safe manner. The hose tray shall be equipped with Turtle Tile floor covering.
- 4.21.28. **TOOL STORAGE:** A tool storage compartment shall be installed over the passenger's side equipment compartment, on the passenger's side of the truck. The exterior dimensions shall be approximately: 16" wide, 8" high, and 72" long. The compartment shall be constructed of .125" aluminum on all exterior surfaces. The compartment shall be equipped with a hinged lift up aluminum door with a latch installed. There shall be a set of gas shocks installed on the lid of the tray to aid in opening and closing the tray in a safe manner. The compartment shall be equipped with Turtle Tile floor covering.
- 4.21.28.1. The actual door opening shall be approximately 3" smaller in dimension.
- 4.21.29. **FOLDING STEP:** A Signature 4 lighted 8" square folding step of die cast zinc shall be installed. The step shall comply with NFPA non-slip standards and shall be installed on the rear driver's side of the body. The step shall be equipped with lighting to NFPA standard.
- 4.21.30. **ELECTRICAL ENCLOSURE:** An electric wiring enclosure for the 12 volt wiring shall be installed in the forward wall of the driver's side upper body compartment with an access panel. The dimensions of the enclosure shall be approximately 20" high, 14" wide, and 4" deep.
- 4.21.31. **12 VOLT ELECTRICAL SPECIFICATIONS:** The following describes the low voltage electrical system on the truck including all panels, electrical components, switches and relays, wiring harnesses and other electrical components. The truck manufacturer shall conform to the latest Federal DOT standards, current automotive electrical system standards and the applicable requirements of the NFPA.
- 4.21.31.1. Wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for which the circuit is protected. Voltage drops shall not exceed 10 percent in all wiring from the power source to the using device. The wiring, wiring harness and insulation shall be in conformance to applicable SAE and NFPA standards. The wiring harness shall conform to SAE J-1128 with GXL temperature properties. Exposed wiring shall be run in a loom with a minimum 289 degree Fahrenheit rating. Wiring looms shall be properly supported and attached to body members. Electrical conductors shall be constructed in accordance with applicable SAE standards, except when good engineering practice requires special construction.
 - 4.21.31.2. All wiring connections and terminations shall provide positive mechanical and electrical connections and be installed in accordance with the device manufacturer's instructions. When wiring passes through metal panels, electrical connections shall be secured with mechanical type fasteners and rubber grommets
 - 4.21.31.3. Wiring between cab and body shall be split using connectors or enclosed in a terminal junction panel allowing body removal with minimal impact on the truck electrical system. Connections shall be crimp-type with heat shrink tubing with insulated shanks to resist moisture and foreign debris such as grease and road grime. Weather resistant connectors shall be provided throughout the system.

- 4.21.31.4. Electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions. When required, automatic reset breakers and relays shall be housed in the main body junction panel.
- 4.21.31.5. There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless enclosed in an electrical junction box or covered with a removable electrical panel. Wiring shall be secured in place and protected against heat, liquid contaminants and damage.
- 4.21.31.6. Low voltage overcurrent protective devices shall be provided for the electrical circuits. The devices shall be accessible and located in required terminal connection locations or weather resistant enclosures. Overcurrent protection devices shall be automatic reset type suitable for electrical equipment and meet SAE standards. All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of maximum current for which the circuit is protected. Electro-magnetic interference suppression shall be provided in the system as required in applicable SAE standards.
- 4.21.31.7. The electrical system shall include the following:
- 4.21.31.7.1. Electrical terminals in weather exposed areas shall have a non-conductive grease or spray applied. All terminal plugs located outside of the cab or body shall be treated with a corrosion preventative compound.
 - 4.21.31.7.2. All electrical wiring shall be placed in a protective loom or be harnessed.
 - 4.21.31.7.3. Exposed connections shall be protected by heat shrink material and sealed connectors.
 - 4.21.31.7.4. Large fender washers shall be used when fastening equipment to the underside of the cab roof and all holes made in the roof shall be caulked with silicone.
 - 4.21.31.7.5. Electrical components installed in exposed areas shall be mounted in a manner that will not allow moisture to accumulate inside.
 - 4.21.31.7.6. A coil of wire must be provided behind an electrical appliance to allow them to be pulled away from mounting area for inspection and service work.
 - 4.21.31.7.7. All lights in a weather exposed area that have their sockets shall have corrosion preventative compound added to the socket terminal area.
- 4.21.32. **ELECTRICAL HARNESS AND WIRING:** All wiring shall be hidden, enclosed, or protected under the body in protective material, or within the truck body components. In addition, split loom conduits shall be installed and enclosed, suitably secured and protected against heat and physical damage.
- 4.21.33. **BATTERY SWITCH - MASTER DISCONNECT:** A rotary type master disconnect switch shall be provided in the cab within easy reach of the driver. The switch shall have a switch plate with Off/On label.
- 4.21.33.1. There shall be a GREEN indicator light in the center console indicating the power is "ON".
- 4.21.34. **BATTERY CHARGER:** A Kussmaul Autocharge 1000 model lbs.091-215-12-194B, high output automatic battery charger shall be provided. The battery charger shall be wired to the 12 volt battery system. The unit shall be mounted in a clean, dry area accessible for service and/or maintenance. It shall be wired to the specified shore power receptacle.
- 4.21.34.1. It shall include model lbs.091-175-022 Digital Status Display Center.
- 4.21.35. **DOT IDENTIFICATION LIGHTS:** All LED identification lights shall be installed on the vehicle as required by applicable highway regulations.
- 4.21.36. **LICENSE PLATE MOUNTING:** An LED license plate light shall be installed on the rear vertical wall of the body.
- 4.21.37. **BRAKE, TURN, TAIL LIGHTS:** Two (2) Whelen M6 Series Model M6BTT 4-5/16" x 6-3/4" brake, turn, tail lights with M6FC chrome flanges shall be provided. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The light head configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens. The light heads shall be surface mountable via two screws.
- 4.21.38. **BACK-UP LIGHTS:** Two (2) Whelen M-Series, 4" x 6" rear LED back-up lights shall be installed.
- 4.21.39. **GROUND LIGHTS, CAB:** Two (2) LED ground strip lights shall be installed under the cab step area in compliance with NFPA standards, One (1) on each side of the truck, wired to the Cencom, and the chassis parking lights and park switch.

- 4.21.40. **GROUND LIGHTS - UNDER REAR STEP:** Two (2) ground lights shall be installed under the rear step area, one on each side of the truck. They shall have an aluminum housing, and be 800 lumens at 1.4 amps.
- 4.21.41. **BODY WORK LIGHTS:** Four (4) Grote lbs.63871 LED body work lights with clear lens shall be installed, wired to switch on the Cencom. They shall have an aluminum housing, and be 800 lumens at 1.4 amps. Location shall be: in each corner of the protective tubing assembly to light the panel and the front body walkway area.
- 4.21.42. **SCENE LIGHTS:** Six (6) Rigid Manufacturing Dually 20231 scene lights shall be installed. The LED scene lights shall incorporate clear LED's with a clear optic polycarbonate lens for maximum illumination.
- 4.21.42.1. Location shall be: Two (2) outward facing, each side of body, two (2) rear facing.
- 4.21.43. **BACK-UP CAMERA SYSTEM:** One (1) Rear View Systems camera system shall be furnished utilizing a camera which provides a wide field of view and picture quality. A sealed camera enclosure shall be utilized along with electronic connections. The color monitor shall be installed in cab. One (1) camera shall cover the rear of the truck, which will activate during back-up mode and during normal operations.
- 4.21.44. **RADIO EQUIPMENT INSTALL - Skeeter Brush Trucks** shall supply and install the following radio equipment:
- 4.21.44.1. Radio-Harris Unity XG-200M
- 4.21.44.2. MDT-Getac K120
- 4.21.44.3. Cradle Point router and antenna
- 4.21.44.4. Interface, AM/FM radio to intercom, 2 RCA male audio cable
- 4.21.45. **RADIO ANTENNA INSTALLATION:** One (1) radio antenna with cable shall be supplied by the purchaser and installed on the truck at a location to be determined by the purchaser.
- 4.21.46. **BACK-UP ALARM:** One (1) back up alarm shall be installed.
- 4.21.47. **ELECTRONIC SIREN:** One (1) Whelen, Model lbs.CCSRNT4G CenCom Carbide siren with auxiliary switches with noise canceling microphone shall be provided. Siren head will be mounted on the center console in easy reach of the driver.
- 4.21.48. **SIREN SPEAKER:** Two (2) Whelen Model lbs.SA315P Projector Series siren speaker shall be provided with bracket. The 100 watt siren speaker shall be designed in a black nylon composite housing with 123 decibel rating shall be mounted behind the front grille.
- 4.21.49. **LIGHTBAR:** A Whelen Legacy low profile Super-LED NFPA lightbar shall be installed. The 54" lightbar shall be designed to meet the minimum clearing requirements for Zone A Upper. The lightbar shall be mounted on the headache rack shelf with an aluminum brush guard protective assembly. The lightbar shall have four (4) red Linear Super-LED corner modules to provide off angle protection for the front and rear of the vehicle. Each corner module shall consist of twelve (12) Super-LEDs mounted within a vacuum metalized parabolic reflector. The corner module shall also utilize an optic collimator for maximum light output. The twelve (12) LEDs shall be mounted in one straight line.
- 4.21.49.1. The lightbar shall include clear "Take Down" and "Alley Lights".
- 4.21.49.2. The lightbar shall have an amber "Traffic Advisor" built into the rear portion of the lightbar.
- 4.21.50. **NFPA WARNING LIGHTS**
- 4.21.50.1. **ZONE A -- LOWER FRONT WARNING LIGHTS:** Two (2) Whelen M-6RC Series 4" x 6" warning lights shall be installed in the lower front area of the cab
- 4.21.50.2. **ZONE B AND D -- INTERSECTION LIGHTS -** Two (2) Whelen M-6RC Series 4" x 6" warning lights shall be installed. The warning lights shall be installed in lower front bumper or cab fenders, one (1) each side, as far forward as possible.
- 4.21.50.3. **ZONE B AND D -- LOWER REAR CORNER WARNING LIGHTS -** Two (2) Whelen M-6RC Series 4" x 6" warning lights shall be installed. The warning lights shall be located one (1) each side lower rear body corner, as far rearward as possible
- 4.21.50.4. **ZONE B AND D -- UPPER SIDE REAR WARNING LIGHTS -** Two (2) Whelen M-6RC Series Model lbs.M6R 4" x 6" warning lights and a chrome flange shall be upper rear body side panel
- 4.21.50.5. **ZONE C -- UPPER REAR WARNING LIGHTS -** Two (2) Whelen M-6RC Series Model lbs.M6R 4" x 6" warning lights and a chrome flange shall be installed in the upper rear body panel.
- 4.21.50.6. **ZONE C -- LOWER REAR WARNING LIGHTS -** Two (2) Whelen M-6RC Series 4" x 6" warning lights shall be installed. The warning lights shall be located one (1) each side, rear lower area of body.

4.21.51. **GRAPHICS:**

- 4.21.51.1. **CUSTOM GRAPHICS:** The truck shall be provided with two (2) custom designed sign gold graphics, emblems, or seals. The installation shall be designed primarily with letters and numbers as specified. The purchaser shall approve of the design graphics prior to installation.
- 4.21.51.2. **REFLECTIVE STRIPING:** The sides of the vehicle shall be provided with a .75" x 4" x .75" wide 3M brand Scotchlite reflective multi-stripe. There shall be a 1" gap between each of the stripes. The striping shall be placed up to 60" above ground level and shall conform to NFPA reflectivity requirements. At least 50% of the perimeter length of each side shall have reflective striping.
- 4.21.51.3. **FRONT CHEVRON STRIPING:** There shall be alternating chevron striping installed across the front bumper where permitted. The chevron striping shall consist of 6" diamond grade in red diamond grade and lime yellow diamond grade.
- 4.21.51.4. **REAR CHEVRON STRIPING:** There shall be alternating chevron striping installed on the rear vertical body panel. The chevron striping shall consist of 6" diamond grade in red diamond grade and lime yellow diamond grade.

4.21.52. **PLACARDS –**

- 4.21.52.1. **SEATING:** There shall be a label identifying the number of seat belted locations on the unit.
- 4.21.52.2. **WARNING LABEL:** A warning label for use of seat belts shall be installed in the cab by the chassis manufacturer.
- 4.21.52.3. **LOUD NOISE WARNING LABEL:** A final stage manufacturer shall install "hearing loss" potential warning labels on the vehicle in any areas or fixed equipment that produces excessive noise levels. (exhaust outlet, sirens and air horns shall not be required for such equipment.)
- 4.21.52.4. **NO RIDING ON REAR:** A warning label stating: "NO RIDING ON REAR OF TRUCK" shall be installed on rear of the truck. The label shall be applied to the vehicle at the rear step area. The label shall warn personnel that riding in or on these areas, while the vehicle is in motion, is prohibited.

4.21.53. **CERTIFICATION AND MISCELLANEOUS**

- 4.21.53.1. **ELECTRICAL LOAD ANALYSIS:** A 12 volt electrical load analysis shall be performed in order to test response and stationary modes of electrical amp load.
- 4.21.53.2. **NFPA COMPLIANCE:** The fire truck shall be built to the purchaser's requirements stated in this specification in compliance with all state and federal highway safety requirements. The vehicle is designed to meet NFPA 1906. Unless included in the specification, the customer will provide all the necessary equipment to comply with NFPA 1906 Section 10.2.
- 4.21.53.3. **ROAD TEST:** A road test will be conducted by the Vendor with the truck fully loaded and a continuous run of no less than ten (10) miles. During that time the truck will show no loss of power nor will it overheat. The transmission drive shaft or shafts and the axles will run quietly and be free of abnormal vibration or noise.
- 4.21.53.4. **PRE-CONSTRUCTION CONFERENCE:** A pre-construction conference shall be held at Skeeter Brush Trucks manufacturing facility in Hillsboro, Texas. The purpose of the conference is to review and clarify aspects of truck components and construction. It shall be attended by representatives of the purchasing department, the truck dealer, and Skeeter Brush Trucks.
- 4.21.53.5. **DRAWINGS:** There shall be design drawings submitted to the customer prior to the pre-construct conference. The CAD drawings shall include all sides of the truck. The customer shall agree to the drawings reflecting the correct truck design and layout prior to construction.
- 4.21.53.6. **FINAL INSPECTION, MANUFACTURING PLANT:** Representatives from the purchaser and the dealer shall be present at Skeeter's manufacturing facility in Hillsboro, Tx for the final inspection of the truck. A factory representative will assist the purchaser with review of the specifications to confirm they match the truck.
- 4.21.53.7. **DEMONSTRATION AND FAMILIARIZATION OF TRUCK:** The bidder shall demonstrate and familiarize the purchaser regarding the vehicle's operation. This shall include operation of chassis, major components, review of delivery information and documentation. This demonstration shall be completed at Skeeter Brush Trucks factory location in Hillsboro, Texas.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or date specified in the award letter if this contract does not exceed \$50,000.00. This contract shall terminate upon completion of all work described herein or delivery of all goods ordered, as applicable

Liquidated Damages for Delay:

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

Cooperative Contract Provisions.

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

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

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

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

Exhibit I – All applicable terms and conditions of the Cooperative Purchasing Contract number FS12-19A through HGAC.

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

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

Force Majeure.

Should performance of any obligation created under this Agreement become illegal or impossible by reason of fire, flood, storm, epidemic, pandemic, or other national or regional emergency, act of God, governmental authority, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or any other cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected, then the Liquidated Damages provision is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides reasonable notice of the event of force majeure and exercises all reasonable diligence to remove the cause of force majeure.

Warranty.

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

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.

Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Incorporation of Attachments.

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

Attachment A – Price Schedule

Attachment B – Local Preference Program Identification Form

Attachment C – Veteran-Owned Small Business Program Tracking Form

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

Invoicing and Payment.

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

accounts.payable@sanantonio.gov

Invoices submitted electronically to the e-mail address above must be in separate .pdf format file. Multiple invoices cannot be submitted in a single .pdf file; however, Vendor may submit multiple, separate invoice files in a single e-mail. Any required documentation in support of the invoice should be compiled directly behind the invoice in the same .pdf file. Each electronically submitted file must have a unique identifying name that is not the same as any other file name.

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

Vendors not able to submit invoices with the required file formatting above may mail original invoices, on white paper only, 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.

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

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

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

Termination.

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

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

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

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

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

INDEMNIFICATION.

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

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

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

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

Records Retention.

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

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

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

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

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

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

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

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

State Prohibitions on Contracts:

This section only applies to a contract that:

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

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

Prohibition on Contracts with Companies Boycotting Israel.

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

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

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

Prohibition on Contracts with Companies Boycotting Certain Energy Companies.

In accordance with SB 13, effective September 1, 2021, Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

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

Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries.

In accordance with SB 19, effective September 1, 2021, Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS PROHIBITED. Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Vendor hereby certifies that it is not identified on such a list. City hereby relies on Vendor's certification. If found to be false, or if Vendor is identified on said list during the course of its contract with City, City may terminate the Contract for material breach.

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

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

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

007 - SIGNATURE PAGE

By submitting an offer, Offeror represents that:

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

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

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

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

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

Offeror Information:

Please Print or Type:

Vendor ID No.: 1040838

Signer's Name: Travis Walden

Name of Business: Siddons Martin Emergency Group, LLC

Street Address: 1362 E. Richey Road

City, State, Zip Code: Houston, TX 77073

Email Address: twalden@siddons-martin.com

Telephone No.: 512-848-5847

Fax No.: 281-858-2378

City's Solicitation No.: 6100015880



Signature of Person Authorized to Sign Offer

008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

Director – the Director of City’s Finance Department, Purchasing Division, or Director’s designee.

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

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

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

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

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

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

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

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

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

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

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

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

009 – ATTACHMENTS

ATTACHMENT A – PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1	4	Skeeter Flat Bed Rescue with Mobile Air Compressors

PRICE EACH: \$ 278,093.00 TOTAL \$ 1,112,372.00

YEAR, MAKE & MODEL OF TRUCK OFFERED: Dodge Ram 5500 (Yr TBD)

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

6.7 Cummins - 305HP

TRANSMISSION OFFERED:

6 speed automatic

TRUCK WARRANTY:

1 year

TRUCK WARRANTY SERVICE PROVIDER FACILITY NAME:

Dodge for the chassis

TRUCK WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

Dodge Dealership of Choice

YEAR, MAKE & MODEL OF BODY AND BREATHING AIR SYSTEM OFFERED:

2023 Skeeter Flatbed with Bauer Breathing Air System

BODY AND BREATHING AIR SYSTEM WARRANTY SERVICE PROVIDER FACILITY NAME:

Siddons-Martin Emergency Group

BODY AND BREATHING AIR SYSTEM WARRANTY SERVICE PROVIDER FACILITY ADDRESS:

5511 Binz-Engleman Rd - Kirby TX

DELIVERY WILL BE MADE WITHIN 600 CALENDAR DAYS AFTER ISSUANCE OF PURCHASE ORDER.

PRODUCTION CUT-OFF DATE: N/A

INDICATE THE LAST DAY THAT THE CITY CAN PLACE ORDERS UNDER THIS CONTRACT WITHOUT MISSING THE PRODUCTION CUT OFF DATE: 11-1-22.

BID PRICES SHALL REMAIN FIRM FOR ALL ORDERS PLACED PRIOR TO THIS CUT OFF DATE. IN THE EVENT THAT CITY DOES NOT AWARD A CONTRACT PRIOR TO PRODUCTION CUT OFF DATE, CAN BIDDER PROVIDE BID ITEMS, AT THE BID PRICE SUBMITTED, AFTER THE PRODUCTION CUT OFF DATE? No.

ITEM	QUANTITY	DESCRIPTION
2	1	Coop Fee \$ <u>1000.00</u>

Prompt Payment Discount: 0 % 0 days. (If no discount is offered, Net 30 will apply)