PURCHASE ORDER

Order Date 01/02/2024

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TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT

200 Technology Way, Suite 1120, College Station, TX 77845-3424; Phone 979-458-7380, FAX 979-458-7386

Purchase Order No.	(Include this number on all correspondence and packages)	VENDOR GUARANTEES MERCHANDISE DELIVERED ON THIS ORDER WILL MEET OR EXCEED SPECIFICATIONS IN THE BID INVITATION.		INVOICE TO:		
P400207				TEXAS A&M FOREST SERVICE FRPCAPACITY BUILDING 200 TECHNOLOGY WAY, SUITE 1162 COLLEGE STATION TX 77845-3424		
VENDOR		-	ALL TERMS AND CONDITIONS SET			
12743335905 SIDDONS MARTIN EMERGENCY GROUP I			FORTH IN OUR BID	SHIP TO:		
1362 E RICHE HOUSTON, TX	YRD		A PART OF THIS ORDER.	TEXAS A&M FOREST SERVICE FRPCAPACITY BUILDING 200 TECHNOLOGY WAY, SUITE 1162 COLLEGE STATION TX 77845-3424		

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED BY THE TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT <u>PRIOR</u> TO SHIPPING.

PLEASE NOTE: IF YOUR INVOICE IS NOT ADDRESSED AS INSTRUCTED PAYMENT WILL BE DELAYED.

ltem	Description	Quantity	UOM	Unit Price	Ext Price
	USER REF: 000000-SB				
1	56-0006 -BME- FREIGHTLINER M2-106, TYPE 3 INTERNATIONAL HV507, SFA, 350HP, 4 DOOR, 4X4 38,000#, (193' WB) & LOOSE EQUIPMENT Delivery within 29-30 months of order date ** BELOW IS FOR TAMFS REFERENCE ** For North Branch - Killeen FD - Case #362	1	EA	610,580.000	610,580.00
2	56-0006 -BME- FREIGHTLINER M2-106, TYPE 3 INTERNATIONAL HV507, SFA, 350HP, 4 DOOR, 4X4 38,000#, (193' WB) & LOOSE EQUIPMENT Delivery within 29-30 months of order date ** BELOW IS FOR TAMFS REFERENCE ** For North Branch -Lewisville FD- Case #1121	1	EA	610,580.000	610,580.00
3	56-0006 -BME- FREIGHTLINER M2-106, TYPE 3 INTERNATIONAL HV507, SFA, 350HP, 4 DOOR, 4X4 38,000#, (193' WB) & LOOSE EQUIPMENT Delivery within 29-30 months of order date ** BELOW IS FOR TAMFS REFERENCE ** For North Branch -Greenville FD- Case #2855	l	EA	610,580.000	610,580.00
4	HGAC FS12-19(BME)_FEE PER VENDOR QUOTE# SMEG-0006652-2 /56-0006	1	EA	1,000.000	1,000.00
	** BELOW IS FOR TAMFS REFERENCE ** FOR NORTH BRANCH - KILLEEN FD -CASE# 362				
5	HGAC FS12-19(BME) FEE PER VENDOR QUOTE# SMEG-0006652-2 /56-0006	1	EA	1,000.000	1,000.00
	** BELOW IS FOR TAMFS REFERENCE ** FOR NORTH BRANCH - LEWISVILLE FD -CASE# 1121				
6	HGAC FS12-19(BME)_FEE	1	EA	1,000.000	1,000.00
RTL					

Texas A&M Forest Service cannot accept collect freight shipments.

DESTINATION FRT INCLUDED FOB:

FAILURE TO DELIVER - if the vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies elsewhere, and charge the increase in price and cost of handling, if any, to the vendor. No substitutions nor remember the reservent of universities of period and the second se cancellations permitted without prior approval of Purchasing Department.

The State of Texas is exempt from all Federal Excise Taxes.

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Texas Tax Code, Section 151.309 (4), for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

The Terms and Conditions of the State of Texas shall prevail.

Terms:

IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE DEPARTMENT RECEIVING ROOM BY

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE PURCHASING AGENT

PURCHASING AGENT FOR

TEXAS A&M FOREST SERVICE



PURCHASE ORDER

Order Date 01/02/2024

TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT

Page 02

200 Technology Way, Suite 1120, College Station, TX 77845-3424; Phone 979-458-7380, FAX 979-458-7386

Purchase Order (Include this number on all No. correspondence and packages)		GUARANTEES	INVOICE TO:	
P400207	MERCHANDISE DELIVERED ON THIS ORDER WILL MEET OR EXCEED SPECIFICATIONS IN THE BID INVITATION.		TEXAS A&M FOREST SERVICE FRPCAPACITY BUILDING 200 TECHNOLOGY WAY, SUITE 1162 COLLEGE STATION TX 77845-3424	
VENDOR		ALL TERMS AND		
12743335905 SIDDONS MARTIN EMERGENCY GROUP	110	CONDITIONS SET FORTH IN OUR BID INVITATION BECOME	SHIP TO:	
HOUSTON, TX 77073-3505		a part of this order.	TEXAS A&M FOREST SERVICE FRPCAPACITY BUILDING 200 TECHNOLOGY WAY, SUITE 1162 COLLEGE STATION TX 77845-3424	

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED BY THE TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT <u>PRIOR</u> TO SHIPPING.

PLEASE NOTE: IF YOUR INVOICE IS NOT ADDRESSED AS INSTRUCTED PAYMENT WILL BE DELAYED.

Item	Description	Quantity	UOM	Unit Price	Ext Price
	PER VENDOR QUOTE# SMEG-0006652-2 /56-0006 ** BELOW IS FOR TAMFS REFERENCE ** FOR NORTH BRANCH - GREENVILLE FD -CASE # 2855				
				TOTAL	1834,740.00
	**** NET 30 ****				
	NOTE TO VENDOR: "SHIP TO" AND "INVOICE TO" ADDRESSES MAY DIFFER. FAILURE TO SUBMIT INVOICE TO PROPER ADDRESS MAY RESULT IN DELAYED PAYMENT.				
	GROUP PURCHASE - AS PER TAMUS REGULATION 25.99.02 SECTION 3 AND TAMUS PROCUREMENT CODE SECTION 15.				
	BY ACCEPTANCE OF THIS PURCHASE ORDER VENDOR AGREES TO ALL TERMS AND CONDITIONS (AS APPLICABLE) LISTED ON ATTACHED "TEXAS A&M FOREST SERVICE PURCHASE ORDER~-ATTACHMENT A".				
	PURCHASE IN ACCORDANCE WITH TERMS, CONDITIONS AND PRICING OF HGAC CONTRACT# FS12-23(BME) PER VENDOR QUOTE# SMEG-000652-2/56-0006. ALSO INCLUDED IS VENDOR INVOICE# 14003036 FOR LOOSE EQUIPMENT TO BE INCLUDED WITH THE VEHICLE.				
	AGENCY TERMS AND CONDITIONS SHALL ALSO APPLY.				
	VENDOR QUOTE: 0006652-2 VENDOR REF: WILLIAM TOPF				
RTL					

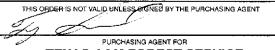
Texas A&M Forest Service cannot accept collect freight shipments.

FOB: DESTINATION FRT INCLUDED

FAILURE TO DELIVER - If the vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or it supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies elsewhere, and charge the increase in price and cost of handling, it any, to the vendor. No substitutions nor cancellations permitted without prior approval of Purchasing Department.

The State of Texas is exempt from all Federal Excise Taxes.

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Texas Tax Code, Section 151.309 (4), for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.



TEXAS A&M FOREST SERVICE

Terms: IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE DEPARTMENT RECEIVING ROOM BY Siddons Martin Emergency Group, LLC 3500 Shelby Lane Denton, TX 76207 GDN P115891 TXDOT MVD No. A115890

December 7, 2023

Jared Karns, Planning & Preparedness Department Head TEXAS A&M FOREST SERVICE 200 TECHNOLOGY WAY STE 1281 COLLEGE STATION, TX 77845



Proposal For: 2023 TIFMAS BME

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to TEXAS A&M FOREST SERVICE. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB TEXAS A&M FOREST SERVICE and training on operation and use of the apparatus.

Description		Amount
Qty. 3 - 56-0006 - BME Freightliner M2-106 Type 3 (Unit Price - \$610,580.00) Delivery within 29-30 months of order date		
QUOTE # - SMEG-0006652-2	Vehicle Price	\$610,580.00
	56-0006 - UNIT TOTAL	\$610,580.00
	SUB TOTAL	\$610,580.00
	HGAC FS12-23 (BME)	\$1,000.00
	TOTAL	\$611,580.00

Price guaranteed until 12/29/2023

Additional: 'Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

Persistent Inflationary Environment Notification: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] (the "PPI") has increased at a compounded annual growth rate greater than 5.0% from the date of acceptance of this proposal letter (the "Order Month") and 14 months prior to the anticipated Ready for Pickup Date (the "Evaluation Month"), then the proposal price may be increased by an amount equal to any increase exceeding 5.0% for the time period between the Order Month and the Evaluation Month. Siddons Martin and Pierce will provide documentation of such increase and the updated price for the customer's approval before proceeding with completion of the order along with an option to cancel the order.' **Taxes:** Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

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

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

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

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

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

Sincerely,

William Topf

William Topf

I, ______, the authorized representative of TEXAS A&M FOREST SERVICE, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

SEE PO _____

Signature & Date



Siddons-Martin Emergency Group 3500 Shelby Lane Denton TX USA 76207 Phone #:(940) 315-4948 Fax #: (940) 382-9605

Invoice Number: 14003036 Ticket Date: 10/7/2022 Parts Employee: (A0PS) Megan Schmitz Shipping Terms:



Texas A&M Forest Service P.O. Box 310 Lufkin TX 75902 1000728

Ship To:

Work: (979) 458-6640

Part #	Description	Qty Ordered	Qty Shipped	Qty Back Ordered
TSC-769-10004 32	Deluxe Chainsaw Chaps 32" Stanco	1.00	0.00	1.00
AC-1	ZICO WHEEL CHOCK	2.00	0.00	2.00
FLF-MSTR-P	PUMP, MINI-STRIKER® 2.5 HP PORTABLE	1.00	0.00	1.00
TSC-770-64501	DRIP TORCH 1.25	1.00	0.00	1.00
B01M0MWXOZ	M2 BASICS 300 Piece First Aid Kit	1.00	0.00	1.00
ZOR-10038-25BXGRA	25FT, 3/8" CHAIN	1.00	0.00	1.00
KOC-35R2525-H51	DBL FEMALE 2.5", NATURAL HARDCOAT	1.00	0.00	1.00
KOC-36R2525-H51	2.5" NH, DBL MALE, NATURAL COLOR	1.00	0.00	1.00
KOC-P251-10-A52	2.5" LH, F X 2.5" LH M, PVC SUCTION, 10ft	2.00	0.00	2.00
KOC-P152-10-H51	HARD SUCTION 1.5" RL X 10FT	2.00	0.00	2.00
852-51201	Foot Valve Strainer 1.5 NH Aluminum	1.00	0.00	1.00
37R11P-H51	ADAPTER 1" NH RL F X 1 NPSH M	4.00	0.00	4.00
37R1P-G-H51	1" NPSH FEMALE X 3/4" GHT M, NATURAL HARDCOAT	4.00	0.00	4.00
37R151P-H51	ADAPTER, 1.5" M NH X 1" F NPSH	6.00	0.00	6.00
BS25-P09	BARREL STRAINER, 2.5" NH	1.00	0.00	1.00
37R1525-H51	KOCHEK 1.5"F X 2.5" M, NATURAL COLOR	1.00	0.00	1.00
TSC-859-15204	3/4" GHT GATED WYE	6.00	0.00	6.00
37R15P15-H51	KOCHEK 1.5" F NP X 1.5" M NH, NATURAL COLOR	2.00	0.00	2.00
37RG1P-H51	3/4" GH-F X 1" NPSH-F, NAT HARDCOAT	1.00	0.00	1.00
37R1P15-H51	1" NPSH-F X 1.5" NH-M, NATURAL HARDCOAT	2.00	0.00	2.00
35R1P1P-H51	1" NPSH, DBL F. NAT HARDCOAT	1.00	0.00	1.00
36R1P1P-H51	1" NPSH, DBL Male	1.00	0.00	1.00
35R1515-H51	KOCHEK DBL FEMALE 1.5", NAT HARDCOAT	2.00	0.00	2.00
36R1515-H51	KOCHEK DBL MALE 1.5", NAT HARDCOAT	1.00	0.00	1.00
37R1PG-H51	1" NPSH-F X 3/4" GHT-M, NATURAL HC	3.00	0.00	3.00
SH-T-1NP-1NP	1" NPSH-F X 1" NPSH-M X 1" NPSH-M, W/CAP	4.00	0.00	4.00
SH-T-15NH-1NP	1.5" NH-F X 1.5" NH-M X 1" NPSH- M, W/CAP	4.00	0.00	4.00
SH-TV-15NH-1NP	1.5" NH-F X 1.5" NH-M X 1" NPSH- W/VALVE	2.00	0.00	2.00
CFE-11153	1.5" NH-F, AUTOMATIC CHECK AND BLEEDER	1.00	0.00	1.00
HD-27933	BRASS SHT OFF GHT	5.00	0.00	5.00

Printed On : 10/7/2022 1:14:55 PM

Page 1 of 3



Siddons-Martin Emergency Group 3500 Shelby Lane Denton TX USA 76207 Phone #:(940) 315-4948 Fax #: (940) 382-9605

Invoice Number: 14003036 Ticket Date: 10/7/2022 Parts Employee: (AOPS) Megan Schmitz Shipping Terms:



Texas A&M Forest Service P.O. Box 310 Lufkin TX 75902 1000728

Ship To:

Work: (979) 458-6640

Part #	Description	Qty Ordered	Qty Shipped	Qty Back Ordered
853-30701-1 NH	1" Shut Off 1201, 1 NH	1.00	0.00	1.00
853-30701-1.5 NH	1.5" Shut Off, 1.5" NH	1.00	0.00	1.00
RST-X5158200ORS	ACCESS LINE ORANGE 200FT	1.00	0.00	1.00
RST-801214	ROPE BAG, RED	1.00	0.00	1.00
TFT-DS1040BCP	BUBBLE CUP W/GRIP 1", 100PSI, 10&40GPM	1.00	0.00	1.00
TFT-FQS125PS	QUADRAFOG W/GRIP 1.5"NH, 125gpm @ 100psi	1.00	0.00	1.00
TT300 NST	1" Wildland Nozzle Straight Stream & Fog NST	1.00	0.00	1.00
851-35101 1 NP	Hose 100 Supply Fireboss, Mercedes Textiles	8.00	0.00	8.00
853-30401 1 NP	Nozzle Dual Range (10 / 30 GPM), S & H Products	4.00	0.00	4.00
TSC-853-31101	MOP UP APPLICATOR W/ TIP	2.00	0.00	2.00
TSC-853-31051	MOP UP NOZZLE	4.00	0.00	4.00
SH-WV-1NP-1NP	GATED WYE, 1" NPSH X 1" NPSH	4.00	0.00	4.00
851-35201 100	Hose Myti-Flo Mop Up, Mercedes	8.00	0.00	8.00
SH-WV-15NH-15NH	Textiles, 100FT WYE, GATED 1.5" NH X (2) 1.5" NH	4.00	0.00	4.00
651-24301	COMBI TOOL, 42", COUNCIL TOOLS	2.00	0.00	2.00
SH-WV-15NH-1NP	WYE, 1.5" NH X 1" NPSH	1.00	0.00	1.00
659-25251	FOREST FIRE SHOVEL, J-450 PONY, JACKSON TOOLS	3.00	0.00	3.00
MCLF	MCCLOUD W/ FIBERGLASS	1.00	0.00	1.00
TSC-250-12051-REGULAR	FIRE SHELTER, NEW GENERATION, REG	4.00	0.00	4.00
TSC-604-30251 BLACK	OPERATOR SHELTER PACK	4.00	0.00	4.00
FHU-CM-2	MALLET, DEAD BLOW	1.00	0.00	1.00
HD-31030	24" PIPE WRENCH	1.00	0.00	1.00
HD-31020	Rigid 14" Pipe Wrench	1.00	0.00	1.00
104	DBL END HOLE TYPE, SPANNER	2.00	0.00	2.00
FHU-PUL-AXE	PULASKI AXE FIBERGLASS HANDLE	3.00	0.00	3.00
P639	REFLECTOR KIT	1.00	0.00	1.00
G2991405	CHANNELOCK 85 PLIERS	2.00	0.00	2.00
G2991405	CHANNELOCK 85 PLIERS	1.00	0.00	1.00
BKS-AX402	EXTG 5# ABC (3A:40B:C), NO BRACKET	1.00	0.00	1.00
DAR-U235	COLLAPSIBLE BACK PUMP	2.00	0.00	2.00
TSC-623-95207	TRUE NORTH CHEST HARNESS	4.00	0.00	4.00



Siddons-Martin Emergency Group 3500 Shelby Lane Denton TX USA 76207 Phone #:(940) 315-4948 Fax #: (940) 382-9605

Invoice Number: 14003036 Ticket Date: 10/7/2022 Parts Employee: (AOPS) Megan Schmitz Shipping Terms:



Texas A&M Forest Service P.O. Box 310 Lufkin TX 75902 1000728

Ship To:

Work: (979) 458-6640

Part #	Description	Qty Ordered	Qty Shipped	Qty Back Ordered
26RS81	20" Chain for MS462	3.00	0.00	3.00
06176-1450C	Honda 06176-1450C No-Spill Can,5 Gal	1.00	0.00	1.00
STHL-MS261-CM-20	MS261-CM-20	1.00	0.00	1.00
KEY-DP15-800PU-50-Y-ARN	HOSE, KEYLITE 1.5" 50FT YELLOW	5.00	0.00	5.00
KEY-DP25-800-ECO-50-Y-ARN	HOSE, 2.5" ECO-10, 50FT, YELLOW	1.00	0.00	1.00
KEY-DP25-800-ECO-25-Y-ARN	HOSE, 2.5" ECO-10, 25FT, YELLOW	1.00	0.00	1.00
MAX-69	30" HEAVY DUTY BOLT CUTTER	1.00	0.00	1.00
FSC	WILDLAND HOSE CLAMP, 1" & 1.5" HOSE	8.00	0.00	8.00
FOX-42-25 OD	GREEN RUCK SACK, FOX OUTDOOR 19" X 12" OLIVE	8.00	0.00	8.00
KEY-DP25-800-ECO-50-Y-ARN	HOSE, 2.5" ECO-10, 50FT, YELLOW	12.00	0.00	12.00
TFT-XFI-PLNJ	HURRICANE 3"NPT FEMALE X 2.5"NH OUTLET	1.00	0.00	1.00
TFT- MST-4NJ	4 STACKED TIPS, 2, 1.75, 1.5, 1.375	1.00	0.00	1.00
KOC-K45-3-P18-P09	KOCHEK TRIPLE HOLDER, (1) K05, (2) K01	2.00	0.00	2.00
TFT-FQS125PS	QUADRAFOG W/GRIP 1.5"NH, 125gpm @ 100psi	1.00	0.00	1.00
FDTS-2100-22-V	PORTABLE TANK, 2100 G, 22OZ VNYL, STEEL	1.00	0.00	1.00
BKS-15HB	EXTINGUISHER BRACKET	1.00	0.00	1.00







TEXAS A&M FOREST SERVICE

MODEL 34 "SUMMIT"

Siddons-Martin Emergency Group

LOW VOLTAGE TEST REQUIRMENTS

The fire apparatus low voltage electrical system shall be tested as required by this section and the test results shall be certified by the apparatus manufacturer. The certification shall be delivered to the purchaser with the documentation for the completed apparatus. The tests shall be performed when the air temperature is between 0 degrees Fahrenheit and 110 degrees Fahrenheit.

TEST SEQUENCE

The three tests defined below shall be performed in the order in which they appear. Before each test, the chassis batteries shall be fully charged until the voltage stabilizes at the voltage regulator set point and the lowest charge current is maintained for 10 minutes. The failure of any of these tests shall require a repeat of the test sequence.

RESERVE CAPACITY TEST

The chassis engine shall be started and kept running until the chassis engine and engine compartment temperatures are stabilized at normal operating temperatures and the chassis battery system is fully charged. The chassis engine shall be shut off and the minimum continuous electrical load shall be applied for 10 minutes. All electrical loads shall be turned off prior to attempting to restart the chassis engine. The chassis battery system shall then be capable of restarting the chassis engine. The failure to restart the chassis engine shall be considered a failure of this test.

ALTERNATOR PERFORMANCE TEST AT IDLE

The minimum continuous electrical load shall be applied with the chassis engine running at idle speed. The chassis engine temperature shall be stabilized at normal operating temperature. The chassis battery system shall be tested to detect the presence of a chassis battery current discharge. The detection of chassis battery current discharge shall be considered a failure of this test.

ALTERNATOR PERFORMANCE TEST AT FULL LOAD

The total continuous electrical load shall be applied with the chassis engine running up to the engine manufacturer's governed speed. The test duration shall be a minimum of two hours. The activation of the electrical system load management system shall be permitted during this test. The activation of an alarm due to excessive chassis battery discharge, as detected by the system required by NFPA (current edition), or an electrical system voltage of less than 11.8 volts direct current for a 12 volt direct current nominal system, for more than 120 seconds, shall be considered a failure of this test.

LOW VOLTAGE ALARM TEST

Following the completion of the tests described above, the chassis engine shall be turned off. With the chassis

Siddons-Martin Emergency Group

engine turned off, the total continuous electrical load shall be applied and shall continue to be applied until the excessive battery discharge alarm activates. The chassis battery voltage shall be measured at the battery terminals.

The test shall be considered to be a failure if the low voltage alarm has not yet sounded 140 seconds after the voltage drops to 11.70 volts direct current for a 12 volt direct current nominal system. The chassis battery system shall then be able to restart the chassis engine. The failure of the chassis battery system to restart the chassis engine shall be considered a failure of this test.

The completed fire apparatus shall undergo a complete 12 volt electrical load and performance testing per applicable sections of NFPA standards with inspection and test sheets included in delivery documentation.

DOCUMENTATION

The apparatus manufacturer shall provide the results of the low-voltage electrical system performance test, certified in writing, with the documentation provided to the purchaser at the time of delivery of the completed apparatus.

The test results shall consist of the following documents:

(1) Documentation of the electrical system performance tests.

(2) A written electrical load analysis, including the following:

- (a) The nameplate rating of the alternator.
- (b) The alternator rating under the conditions specified in NFPA 1906 (current edition).
- (c) Each of the component loads specified that make up the minimum continuous electrical load.

• (d) Additional electrical loads that, when added to the minimum continuous electrical load, determine the total continuous electrical load.

• (e) Each individual intermittent electrical load.

TEST RESULTS

BME Fire Trucks LLC. shall provide results of the apparatus testing and shall certify the following:

The weight of the completed apparatus, when loaded to its estimated in service weight, does not exceed the GVWR and GAWR of the chassis.

The complete unit, when loaded to its estimated in service weight, meets the weight distribution and vehicle stability requirements, as defined in the current NFPA guidelines.

The unit meets all required federal standards pertaining to the manufacturer and completion of the apparatus and a label tag has been affixed to the apparatus by the manufacturer stating same.

Siddons-Martin Emergency Group

BME Fire Trucks LLC. shall provide all testing results, including engine, speed, acceleration, road ability, braking, and auxiliary braking to the Purchaser at the time of delivery. **DELIVERY REQUIREMENTS**

The bidder shall not be responsible for delays in delivery due to strikes, acts of God, failure of suppliers to deliver, chassis shortage and other reasons beyond the reasonable control of the builder. Should BME Fire Trucks, LLC. be unable to comply with the proposed delivery date, we shall immediately contact the purchaser regarding delay information and actions to be taken by the company.

This vehicle shall be F.O.B. the BME Fire Trucks facility in Boise Idaho. Dealer shall be responsible for arrangement of delivery from factory.

GENERAL WARRANTY PROVISIONS

All materials and workmanship herein specified, including all equipment furnished, shall be guaranteed for a period of one (1) year after the acceptance date of the apparatus, unless otherwise noted, with the exception of any normal maintenance services or adjustments which shall be required. Under this warranty, BME Fire Trucks, LLC. shall be responsible for the costs of repairs to the apparatus that have been caused by defective workmanship or materials during this period.

This warranty shall not apply to the following:

- Any component parts or trade accessories such as chassis, engines, tires, pumps, valves, signaling devices, batteries, electric lights, bulbs, alternators, and all other installed equipment and accessories, in as much as they are usually warranted separately by their respective manufacturers, or are subject to normal wear and tear.
- Failures resulting from the apparatus being operated in a manner or for a purpose not recommended by the apparatus manufacturer.
- Loss of time or use of the apparatus, inconvenience or other incidental expenses.
- Any apparatus which has been repaired or altered without written consent or outside of the apparatus manufacturer's factory and or authorized service center in any way that affects its stability, or which has been subject to misuse, negligence, or accident.
- Delivery of the apparatus to repair site.

DISCLAIMER

NO WARRANTIES ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE USER/PURCHASER AND ALL OTHER OBLIGATIONS OR LIABILITIES. FURTHER, THE COMPANY EXCLUDES LIABILITY FOR CONSEQUENTIAL AND

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INCIDENTAL DAMAGES, ON THE PART OF THE COMPANY OR SELLER. No person is authorized to give any other warranties or to assume any liabilities on the Company's behalf unless made or assumed in writing by the seller; and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

OBTAINING SERVICE

Return the vehicle to any BME Fire Trucks, LLC. dealer/authorized service center; Return the vehicle to BME Fire Trucks, LLC. or contact BME Fire Trucks, LLC.. BME Fire Trucks, LLC. shall be solely responsible for determining the extent of repair under the terms of the warranty. Transportation costs shall be the responsibility of the purchaser.

MATERIAL AND WORKMANSHIP

All equipment provided shall be guaranteed to be new and of current manufacture, and unless specified otherwise, shall meet all requirements of these specifications and prevailing NFPA documents and be in condition at time of delivery for use as specified for this type of apparatus.

All workmanship shall be of the highest quality and accomplished in a professional manner so as to insure a functional apparatus with a high quality aesthetic appearance.

The construction shall be rugged and ample safety factors shall be provided to carry the loads specified to meet both on and off road requirements.

The apparatus shall be designed and the equipment mounted with due consideration to the distribution of load between the front and rear axles, so all specified equipment, with a full complement of personnel, can be carried without damage to the apparatus.

BODY AND STRUCTURAL WARRANTY

BME Fire Trucks, LLC. shall warrant each new apparatus body, if used in a normal and reasonable manner, against structural defects caused by defects in material, design or workmanship for a period of ten (10) years, covering parts & labor to the original purchaser which shall start on day of acceptance.

This warranty shall not apply to:

- Normal maintenance services or adjustments
- To any vehicle which will have been repaired or altered outside of our factory in any way so as, in the judgment of BME Fire Trucks, LLC., to affect it's stability, nor which has been subject to misuse, negligence, or accident, nor to any vehicle made by us which will have been operated to a speed exceeding the factory rated speed, or loaded beyond the factory rated load capacity.
- Commercial chassis and associated equipment furnished with chassis, signaling devices, generators,

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batteries, or other trade accessories as they are usually warranted separately by their respective manufacturers.

Shipping costs of parts or apparatus for purposes of repair or replacement of parts. This warranty is in • lieu of all other warranties, expressed or implied. All other representations as to the original purchaser and all other obligations or liabilities, including for incidental or consequential damage on the company's behalf unless made in writing by the company.

DARLEY FIRE PUMP WARRANTY

A three (3) year warranty on the Darley fire pump shall be provided. The provisions of this warranty shall be described in the completed apparatus documentation.

PLUMBING WARRANTY

The stainless steel fire pump plumbing shall carry a ten (10) year parts and labor warranty against defects in workmanship and perforation corrosion.

AKRON VALVE WARRANTY

The Akron valves shall carry a ten (10) year parts and labor manufacturer's warranty. Provisions of this warranty shall be provided with the completed apparatus documentation.

WATER TANK WARRANTY

The polypropylene water tank that is specified to be supplied with this apparatus shall be warranted by the water tank manufacturer for a "lifetime" period from the date that the apparatus is put into service. The tank manufacturer shall repair, at no cost to the purchaser, any problems caused by defective materials and/or workmanship. The warranty shall cover the reasonable costs of removing the water tank from the apparatus and reinstalling it after the completion of the covered warranty repairs, but shall not cover any liability for the loss of service or downtime costs of the apparatus.

FOAM TANK WARRANTY

The foam tank shall carry a "lifetime" warranty against defects in workmanship and perforation corrosion. The provisions of this warranty shall be provided in the delivery documentation. The tank manufacturer shall repair, at no cost to the purchaser, any problems caused by defective materials and/or workmanship. The warranty shall cover the reasonable costs of removing the water tank from the apparatus and reinstalling it after the completion of the covered warranty repairs, but shall not cover any liability for the loss of service or downtime costs of the apparatus.

PAINT WARRANTY

BME Fire Trucks, LLC. shall provide a seven (7) year paint warranty which shall cover peeling and/or de-lamination of the top coat and other layers of paint, cracking or checking, loss of gloss caused by cracking, checking or chalking, and any paint failure caused by defective paint materials covered by the paint manufacturer's material warranty.

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CHASSIS WARRANTY

The specified chassis shall be provided with the chassis manufacturer's warranty. The exact provisions of this warranty shall be supplied with the completed apparatus documentation. **APPARATUS OPERATION MANUAL(S)**

BME Fire Trucks, LLC. shall provide (2) electronic apparatus operational manual(s) on a USB thumb drive. CHASSIS SPECIFICATIONS

Base Chassis, Model HV507 SFA with 193.00 Wheelbase, 74.10 CA, and 65.00 Axle to Frame.

AXLE CONFIGURATION {Navistar} 4x4

BUMPER, FRONT Swept Back 15-Degrees, Steel, for use with Front Frame Extensions, Heavy Duty

AXLE, FRONT DRIVING {Meritor MX-12-120 EVO} Single Reduction, 12,000-lb Capacity, with Hub Piloted Wheel Mounting

SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 12,000-lb Capacity, with Shock Absorbers

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

STEERING WHEEL 4-Spoke; 18" Dia., Black

STEERING GEAR Power

EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Short Horizontal Tail Pipe, Frame Mounted Right Side Back of Cab, for All-Wheel Drive

ENGINE COMPRESSION BRAKE {Jacobs} for Cummins ISL/L9 Engines; with Selector Switch and On/Off Switch

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 2850CCA Total, Top Threaded Stud

SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars

RADIO AM/FM

CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

STARTING MOTOR 12 Volt

ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened

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TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender

HEADLIGHTS Halogen, with Daytime Running Lights

GRILLE Stationary

FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV

GRILLE EMBER SCREEN Mounted to Grille and Cowl Tray to Keep Hot Embers out of Engine and HVAC Air Intake System

PAINT SCHEMATIC, PT-1 Single Color, Design 100

PAINT CLASS Premium Color

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

ENGINE, DIESEL {Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)

FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed

FAN Nylon

RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler

TRANSMISSION, AUTOMATIC {Allison 3000 EVS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor

TRANSFER CASE 2-Speed

AXLE, REAR, SINGLE {Meritor RS-26-185} Single Reduction, 26,000-lb Capacity, R Wheel Ends . Gear Ratio: 5.86

SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs

DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab

FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 70 US Gal (265L), Mounted Left Side, Under Cab

CAB Conventional 6-Man Crew Cab

AIR CONDITIONER with Integral Heater and Defroster

SEAT, DRIVER, Air Suspension, High Back

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SEAT, PASSENGER, Air Suspension, High Back

C GRAB HANDLE, EXTERIOR (2) Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left and Right Side at B-Pillar

GRAB HANDLE, ADDITIONAL EXT (2) Towel Bar Type, with Anti-Slip Rubber Inserts, Mounted Left and Right Side, Rear of Rear Doors, for Crew Cab

SEAT, REAR {National} BENCH; Full Width; Vinyl, with Fixed Back and Two Integral Outboard Headrests

MIRRORS (2) C-Loop, Heads and Arms, Convex Mirrors

SEAT BELT All Red; 4 to 6

CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger

DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted

CAB REAR SUSPENSION Air Bag Type

WHEELS, FRONT DISC; 22.5x8.25 Rims, Standard Polish Aluminum

WHEELS, REAR DUAL DISC; 22.5x8.25 Rims, Standard Polish Aluminum

(2) TIRE, FRONT 12R22.5 Load Range H

(4) TIRE, REAR 12R22.5 Load Range H

CAB SEATING AND WEIGHT ALLOWANCE

A warning label shall be installed in the cab to indicate seating positions for four (4) people. A weight allowance of 250 pounds shall be calculated for each person.

LABELS, STANDARD PACKAGE SET

A standard set of labels shall be provided and installed on the inside of chassis cab area. The labels shall contain the required information based on the applicable components for the apparatus. **DATA PLAQUE**

A data plaque shall be provided and installed on the inside of the driver's door. The data plaque shall contain the required information based on the applicable components for the apparatus:

- Engine oil
- Engine coolant
- Chassis transmission fluid
- Drive axle lubricant

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- Power steering fluid •
- Pump, generator, or other component lubrications •
- Other NFPA applicable fluid levels or data as required
- Paint manufacturer, type, and color number •
- **Tire Speed Ratings** •

Location shall be in the driver's compartment or on the driver's door. **DATA PLAQUE**

A data plaque shall be provided and installed. The plaque shall contain the following information.

- Pump make and model •
- GPM capacity rating •
- Truck serial and production number •
- Pump performance (specific GPMs at rated pressures with engine RPM) ٠
- Governed engine RPM
- Pump gear ratio

WARNING LABEL -- NO RIDING ON REAR

A warning label stating: "WARNING: DO NOT RIDE ON REAR STEP WHILE VEHICLE IS IN MOTION. DEATH OR SERIOUS INJURY MAY RESULT" shall be installed on the rear of the apparatus. The label shall be applied to the vehicle at the rear step area. The label shall warn personnel that riding in or on these areas, while the vehicle is in motion, is prohibited.

WARNING LABEL -- OCCUPANT SEATED AND BELTED

A warning label for occupants seated to be belted shall mounted in a location visible to all occupants of the cab. The label shall meet FAMA07 standards.

Label shall read "Crash hazard occupants must be seated and belted when vehicle is in motion. Use only OEM approved belts. Unbelted occupants are at greater risk of injury or death in a crash."

WARNING LABEL -- SIREN NOISE

A warning label for siren noise shall be located inside driver cab door. The label shall comply with FAMA42 standards.

Label shall read, "Sirens produce loud sounds that may damage hearing. Roll up windows. Wear hearing protection. Use only for emergency response. Avoid exposure to siren sound outside of vehicle. WARNING LABEL -- HELMET WORN IN CAB

A warning label for wearing helmet in cab shall be located visible from each seating location. The label shall comply with FAMA43 standards.

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The label shall read, "Cash Hazard. Do not wear helmet while seated unless necessary during suppression operations. Serious head or neck injury may result from helmet use in cab. Failure to comply may injure or kill. **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.)

The specified off set reciver hitch shall have a warning label located visibly near the hitch that states "NOT FOR TOWING".

The specified off set reciver hitch shall have a warning label located visibly near the hitch that states "NOT FOR TOWING".

AIR FILTER EMBER PROTECTION SCREEN WARNING LABEL

A warning label, stating: "THIS VEHICLE HAS AN AIR INTAKE EMBER SCREEN WHICH REQUIRES PERIODIC INSPECTION & CLEANING" shall be provided and installed in the apparatus cab interior. **FRESH AIR EMBER SEPARATOR WARNING LABEL**

A warning label, stating: "THIS APPARATUS IS EQUIPPED WITH A CAB FRESH AIR INTAKE EMBER PROTECTION SCREEN. ROUTINE INSPECTION IS REQUIRED." shall be provided and installed in the apparatus cab interior.

WARNING LABEL -- DO NOT WEAR HELMET

A warning label, stating: "CAUTION: DO NOT WEAR HELMET WHILE SEATED" shall be provided in the apparatus cab interior. This label shall be located so that it is visible from all seating positions. <u>MANUFACTURER LOGO</u>

The apparatus shall include a BME logo plaque which shall be affixed at the rear of the apparatus. **FRONT TOW PLATE**

A horizontal full frame width, ³/₄-inch thick steel plate, center pull, front tow eye shall be furnished and installed through or below the front bumper. The tow eye plate shall be triangle shaped extended 6 inches beyond the front bumper with a 3-inch X 4-inch rectangle tow eye.

The tow eye shall be braced and gusseted to prevent frame rail or bumper damage and bolted to the front frame rail web.

The tow plate shall to be sprayed with black durabak. **FRONT RECEIVER**

There shall be one 2" receiver hitch on the front of the apparatus. The receiver shall be mounted off set as to prevent towing use. **REAR RECEIVER**

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There shall be one 2" receiver hitch on the rear of the apparatus. The receiver shall be mounted off set as to prevent towing use.

REAR BUSTLE

A single, frame mounted, 3-inch X 4-inch diameter, rear towing eye shall be provided. It shall be manufactured from ³/₄-inch thick steel plate and bolted between the rear frame rail webs with SAE Grade 8 frame bolts and lock nuts.

The tow eye shall be braced and gusseted to prevent damage to the frame rails, bumper or apparatus body while being towed from various angles. Access to the tow eye shall be below the bumper and designed not to interfere with the required angle of departure. The bustle shall be painted job color.

BUMPER PLATFORM

The front bumper extended frame rails shall feature an overlay constructed of .125 inch, 5052 grade, aluminum embossed diamond plate which shall offer space for mounting components necessary to the apparatus. The bumper extension shall measure approximately sixteen (16) inches from the cab to the front face of the extension and shall be approximately eight (8) inches in height.

FRONT FRAME EXTENSION

The front frame rails shall be extended 16" ahead of the cab grill or fender area. **DRIVERS SIDE -- FRONT BUMPER COMPARTMENT**

One (1) recessed hose storage compartment shall be installed in the drivers side of the bumper. The compartment shall be constructed of smooth aluminum. The floor of the compartment shall have drain holes provided.

CENTER -- FRONT BUMPER COMPARTMENT

One (1) recessed hose storage compartment shall be installed in the center front bumper. The compartment shall be constructed of smooth aluminum. The floor of the compartment shall have drain holes provided. **PASSENCER SIDE -- FRONT BUMPER COMPARTMENT**

PASSENGER SIDE -- FRONT BUMPER COMPARTMENT

One (1) recessed hose storage compartment shall be installed in the passenger side of the bumper. The compartment shall be constructed from smooth aluminum. The floor of the compartment shall have drain holes provided.

BUMPER COMPARTMENT DOOR

An aluminum tread plate door shall be installed on the specified front bumper compartment. The non-skid surface door shall have a stainless steel hinge at the rear, latch, and hold open device installed.

BUMPER COMPARTMENT NYLON HOLD DOWN STRAP

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One (1) nylon strap with a buckle shall be installed on the specified front bumper compartment. The nylon strap shall act as a hold down mechanism for the hose in the compartment. BUMPER COMPARTMENT NYLON HOLD DOWN STRAP

One (1) nylon strap with a buckle shall be installed on the specified front bumper compartment. The nylon strap shall act as a hold down mechanism for the hose in the compartment. **BUMPER**

There shall be an International 15 degree bumper installed on the apparatus. **BUMPER DISCHARGE SWIVEL STOPPER**

There shall be a swivel elbow stopper installed just behind the front discharge(s). **<u>BUMPER SIDE WINGS</u>**

The bumper shall have steel side wings. **FRONT BUMPER COLOR**

The front bumper shall be painted job color. FRONT BUMPER WINGS COLOR

The front bumper wings shall be painted job color. <u>AIR HORN</u>

One (1) Buell brand, Model #1063 15" air horn shall be provided and mounted on the frame rail of the passenger's side frame, behind the bumper.

AIR HORN FOOT SWITCH

One (1) foot switch shall be provided and installed. The foot switch shall be located on the driver's side of the floor and shall activate the air horn system.

AIR HORN PUSH BUTTON SWITCH

One (1) push button switch shall be provided on the pump panel. The switch shall activate the air horn system. **EXHAUST SYSTEM MODIFICATION**

The chassis exhaust system shall be modified to exit on the passenger side of the apparatus ahead of the rear wheel.

EXHAUST HEAT WRAP

The exhaust pipe shall be wrapped with heat wrap from the diesel particulate filter to just shy of the end of the tailpipe.

BUMPER BOX PROTECTIVE FLAP

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The protective flap shall be a cut down mud flap installed on the rear edge of the front bumper to eliminate debris from being deposited on the top of the front bumper and in the hose boxes. **REAR MUD FLAPS**

The chassis shall be supplied with mud flaps with BME's logo. The mud flaps shall be installed behind the rear wheels.

DRIVER SIDE CAB STEP

The apparatus shall be equipped with a chassis fuel tank and step area. The fuel tank and step area shall be located on the drivers side of the commercial chassis. The fuel tank shall be covered with aluminum tread plate. **DRIVER'S SIDE UNDER CAB COMPARTMENT**

The apparatus shall be equipped with an enclosed stainless steel compartment located under the crew door on the drivers side of the cab. The compartments clear door opening shall measure approximately 32" wide x 12.5" high x 19.25" deep with a hinged aluminum door and a D-ring style latch.

The doors shall be painted job color. PASSENGER'S SIDE UNDER CAB COMPARTMENT

The apparatus shall be equipped with an enclosed stainless steel compartment located under the crew door on the passenger side of the cab. The compartments clear door opening shall measure approximately 35" wide x 12.5" high x 15.25" deep with double hinged aluminum doors.

The doors shall be painted job color.

SLIDE TRAY

A 250# capacity slide tray shall be installed in the specified under cab compartment. **CAB STEPS**

Aggressive, extruded aluminum surfaces shall be installed on each of the cab steps areas. **CAB DOOR REFLECTIVE PANELS**

The cab doors shall include reflective trim installed inside each door. FRONT AIR RIDE SEATS **REAR AIR RIDE SEATS** CAB SEATING

There shall be (2) Legacy air ride seats installed in the cab. The Legacy seats shall have left and right armrest and have a full recline feature.

CAB SEATING

There shall be (2) Legacy air ride seats installed in the cab. The Legacy seats shall have left and right armrest and have a full recline feature.

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The specified seat(s) shall have black duraleather seat material. The specified seat(s) shall have black duraleather seat material. <u>AIR HOSE OUTLET</u>

There shall be one (1) female quick connect air outlet provided and installed. The quick connect fitting shall provide connection to a utility air hose and shall be located on the drivers side pump operator's panel. There shall be a shut off located at the tank.

AIR TANK RELOCATION

The air tanks shall be relocated to the rear of the truck between the frame rails. **BATTERY RELOCATION**

The chassis batteries are to be relocated to the passenger side of the chassis, below the rear cab door in a custom made under cab box.

UNDERHOOD LIGHTS

There shall be two (2) Tecniq LED light(s) installed under the hood of the chassis. Lights shall have local switching on the driver side under the hood.

LED HEADLIGHTS REPLACEMENT

The factory halogen headlights shall be replaced with LED headlights. The headlights shall be Truck Lite #27270C 7" LED.

AIR FILTER EMBER PROTECTION SCREEN AND WARNING LABEL

The chassis air intake shall be protected by an ember guard of 18 Mesh, 0.017-inch wire diameter, and a maximum mesh opening of 0.039 inches. The ember guard shall be sized to fit and located at the intake opening. The screen shall be readily accessible for inspection and maintenance.

EMBER SEPARATOR -- FRESH AIR INTAKE TO CAB

The cabin air filter shall be protected by an ember guard with a maximum mesh opening of 0.039 inches. **EMBER SEPARATOR**

The final stage manufacturer shall install a stainless steel ember separator within the auxiliary fire pump engine air intake system.

FUEL TANK SKID PLATE

A heavy duty removable skid plate shall be fastened to the bottom side of the fuel tank. The skid plate shall have the front and rear sides turned up to prevent digging into the ground when the apparatus is in off road conditions.

EXTERIOR CAB TRIM

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A rubber debris skirt will be installed to prevent debris and embers from entering between the cab and frame. The debris skirt will be attached with a 12 gauge stainless steel trim piece the full length along the lower cab seam below the cab doors. The trim shall be fastened to the body seam with evenly spaced 10/32 stainless steel Phillips head machine screws and nylock nuts.

NOTE: Cab trim skirts are only installed on International HV chassis. AIR, FUEL, ELECTRICAL LINE PROTECTION

All air lines, fuel lines and electrical harnesses below the chassis frame rails shall be protected with fire resistive sleeves.

FUEL TANK VENTING

The O.E.M fuel tank vent line shall be extended from the fuel tank and vented to the atmosphere. The vent line shall extend vertically from the tank to the bottom of the cab rear window and then bend 180 degrees towards the ground.

PRIMING VALVE

A Waterous model #82507-2T VAP priming valve shall be installed on the apparatus. **FIRE PUMP SPECIFICATIONS**

A Darley model PSPH, 1000 GPM PTO driven fire pump shall be installed. The pump shall be mid ship mounted and designed to operate through a PTO shaft from the transmission. The engine, transmission and driveline components shall provide sufficient horsepower and RPM to enable the pump to meet and exceed its rated performance.

The pump shall contain a cored heating jacket feature that can be connected into the vehicle antifreeze system to protect the pump from freezing in cold climates, and to help reject engine heat from engine coolant, providing longer life for the engine.

The pump shaft shall be precision ground stainless steel with long wearing Chromium Oxide hard coating under the packing glands with a hardness level of #RC72. The shaft shall be splined to receive broached impeller hubs, for greater resistance to wear, torsional vibration, and torque imposed by engine, as well as ease of maintenance and repair.

The bearings provided shall be heavy duty, deep groove, radial type ball bearings. Sleeve bearings on any portion of the pump or transmission shall be prohibited due to wear, deflection, and alignment concerns. The bearings shall be protected at all openings from road dirt and water splash with oil seals and water slingers.

The impeller shall be a high strength bronze alloy of mixed flow design, splined to the pump shaft for precision fit, durability, and ease of maintenance. Impeller shall be vacuum cast designed for maximum lift and highest capacity. The seal rings shall be renewable, double labyrinth, wrap around bronze type.

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Impeller shaft oil seals shall be constructed to be free from steel components except for the internal lip spring.

The transmission case shall be heavy duty cast iron. A magnetic drain plug shall be provided. Transmission case shall include a dip stick for checking oil level. Transmission case interior shall be powder coated to reduce oil contamination. Transmission case shall be equipped with a removable plate for quick inspection of gears, shafts, and bearings inside the transmission.

The pump drive shaft shall be precision ground, heat treated alloy steel. Gears shall be helical design, and shall be precision ground for quiet operation and extended life. The gears shall be manufactured from alloy steel and carburized for surface hardness and strength.

Two (2) manuals covering the fire pump transmission and fire pump shall be provided with the apparatus. **PORTABLE PUMP**

A Darley 1-1/2AGE 24K portable pump shall be provided on the apparatus. The unit shall have a liquid cooled, 24 HP, Kubota D902 diesel engine equipped with an electric start.

Pump Performance

20 gpm @ 310 psi 140 gpm @ 145 psi 180 gpm @ 80 psi

<u>Diesel Engine</u> Kubota, D902 Diesel, water-cooled, 24 hp.

Fuel Supply

The engine shall be piped to the chassis fuel system with provisions to prevent fuel drain back to the tank when the engine is shutdown.

<u>Fuel Prime</u> A fuel re-prime pump shall be provided to assist in fuel delivery to the diesel engine from the chassis tank.

<u>Lubrication</u> Pressure feed with spin-on filter.

<u>Starter</u> 12-volt electric wired into the chassis battery system

<u>Exhaust</u>

A spark arrestor shall be provided on the engine exhaust system.

Air Intake

An air cleaner shall be provided with easy access to remove the element.

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An ember screen shall be provided on the inlet to the air cleaner.

The aux pump shall be capable of flowing water though the following discharges only.

Front bumper discharges Front bumper monitor (if applicable) Booster hose reel Cross lay pre connect discharges Rear 1-1/2" discharge

MECHANICAL SEAL

The mechanical seal shall use silicon carbide mechanical seals with welded springs. The stationary face of our mechanical seals shall be made from silicon carbide, an extremely hard and heat dissipative material, which resists wear and dry running damage.

FIRE PUMP ANODE SYSTEM

The fire pump plumbing system shall be provided with anode system to reduce corrosion within the piping. The anode shall be bolt-in or screw-in type and easily replaceable.

DUAL DARLEY DELUXE PANELS

The auxiliary pump shall be controlled by a dual Darley, Deluxe panel set up. One panel shall be located on the pump panel and one panel shall be located in the cab console.

ELECTRIC PRIMER SPECIFICATIONS

A 12 volt electrically driven positive displacement fire pump primer system shall be installed. The priming pump shall be constructed of heat treated aluminum and hard coat anodized and shall not use oil in the operation. The system shall perform in compliance to applicable NFPA standards.

THIRD PARTY FIRE PUMP TEST

The pump shall undergo an Underwriters Laboratories Incorporated witnessed and certified test per applicable sections of NFPA 1901 standards, prior to delivery of the completed apparatus. The UL acceptance certificate shall be furnished with the apparatus on delivery. No exceptions to UL testing, no other third party agency shall be acceptable.

FIRE PUMP PTO AND DRIVELINES

A transmission power take-off (PTO) unit shall be provided and installed on the chassis automatic transmission to drive the fire fighting water pump. The PTO shall be a 10-bolt type, with a minimum torque rating of 300 lb. ft. (duty), and an engine speed ratio that provides the required pump performance. **INTAKE DUMP VALVE**

An Elkhart model #40/40 intake dump valve shall be provided and mounted on the suction side of the pump. The valve shall be preset from the factory at 125 psi. The discharge piping of the dump valve shall be a

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minimum of 2-1/2" diameter and shall terminate with a 2-1/2" male NST adapter. The excess water shall be discharged to the ground. A label shall be provided indicating: "DUMP VALVE DISCHARGE, DO NOT CAP".

BYPASS FIRE PUMP COOLER

The fire pump shall be equipped with 3/8" cooling line from the pump to the water tank. This re-circulation line shall be controlled by a pump panel control valve with nameplate label noting it as the "fire pump bypass cooler".

MASTER PUMP DRAIN

One (1) Trident, multiple-port drain valve, fabricated from bronze, shall be provided and controlled at the pump operator's control panel. The valve shall be opened by turning a rotary hand wheel. The valve shall be plumbed to drain both the discharge and intake sides of the pump, the relief valve and other plumbing components as required.

The valve shall be placed as low as possible to provide proper drainage of the components plumbed to it. The valve shall be rated to 600 PSI minimum and suitable for daily valve actuation.

The intake shall be equipped with a South Park Corp. 3/4" Push-pull type drain valve mounted to the bottom of the valve.

The intake shall be equipped with a South Park Corp. 3/4" Push-pull type drain valve mounted to the bottom of the valve.

A Class 1 quarter-turn 3/4" drain and bleeder valve shall be installed on the discharge valve.

A Class 1 quarter-turn 3/4" drain and bleeder valve shall be installed on the discharge valve.

The discharge outlet shall be equipped with a South Park Corp. 3/4 Push-pull type drain valve mounted to the bottom of the valve.

PLUMBING

The plumbing system shall utilize stainless steel piping incorporating hosing to allow for flex. The piping shall utilize TIG welding to provide a complete seal. Hard angles shall be avoided when possible to improve water flow characteristics. The piping shall utilize Victaulic couplers whenever possible to allow flex as the body module flexes.

Threaded sections of piping shall be avoided to reduce the leak potential of the system. Victaulic couplers shall be used in place of threading to reduce leak potential. Schedule 10 stainless steel piping shall be used for transport type piping. Schedule 40 stainless steel shall be used for areas requiring threading to provide a stable threading base. Brackets shall be Uni-Strut clamp type with rubber flex inserts installed to support threading locations thereby reducing the potential for leaks.

All hoses shall be connected directly to the tank. Any front discharges, any rear discharges, and all cross lays shall use hose to reach the actual discharge. The use of hose shall be utilized due to the difference in flex or movement between the discharge location and the pump connection. Drain lines shall be provided at the lowest points in the plumbing system to allow for complete drainage.

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The main suction and discharge plumbing shall be welded stainless steel pipe or high pressure flexible hose. The flexible hose shall be designed to withstand the normal operating pressures of the pump. All high pressure hose shall be installed with a swivel or Victaulic coupling on at least one end of the hose. **AUXILIARY PUMP PLUMBING**

The auxiliary fire pump plumbing system shall utilize stainless steel piping incorporating hosing to allow for flex. The piping shall utilize TIG welding to provide a complete seal. Hard angles shall be avoided when possible to improve water flow characteristics. The piping shall utilize Victaulic couplers whenever possible to

Threaded sections of piping shall be avoided to reduce the leak potential of the system. Victaulic couplers shall be used in place of threading to reduce leak potential. Schedule 10 stainless steel piping shall be used for transport type piping. Schedule 40 stainless steel shall be used for areas requiring threading to provide a stable threading base. Brackets shall be installed to support threading locations thereby reducing the potential for leaks.

All hoses shall be connected directly to the tank due to the different flex ratios of the tank to body. Any front discharges, any rear discharges, and all cross lays shall use hose to reach the actual discharge. The use of hose shall be utilized due to the difference in flex or movement between the discharge location and the pump connection.

The plumbing shall be unpainted.

allow flex as the body module flexes.

One (1) Akron 8810 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

Two (2) Akron 8820 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

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One (1) Akron 8825 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

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One (1) Akron 8840 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement. The valve shall be operated by an electric actuator.

One (1) Akron 8820 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

One (1) Akron 8820 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

The specified valve shall have a direct actuated 'local' control, Akron Model R1 valve handle.

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The specified valve shall have a direct actuated 'local' control Akron Model TSC valve handle. The specified valve shall have a direct actuated 'local' control Akron Model TSC valve handle.

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The valve shall be equipped with a Thuemling manually operated pull rod, with quarter-turn locking feature.

The specified electric valve shall be controlled with a Navigator Pro 2.0 9333 controller.

AUXILIARY PUMP EXHAUST SYSTEM

The auxiliary fire pump and engine assembly shall have a muffler and exhaust pipe. The exhaust pipe shall be directed out of the compartment and away from the pump operator. An additional guard shall be installed where the pipe is exposed to touch by an operator.

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PRIMER ASSEMBLY

The auxiliary pump shall use the main pump primer to prime the pump. Primer control shall be located on the aux pump control panel and shall utilize one primer for both pumps.

LOW PRESSURE PUMP SHUT-DOWN

If the fire pump runs out of water and the pressure decreases below 20 PSI, an automatic pressure switch shall detect the condition, and turn off the fire pump operation.

LOW OIL PRESSURE / HIGH TEMPERATURE PUMP SHUT-DOWN

If the fire pump has low oil pressure or high engine temperature, automatic pressure switches shall detect the condition, and the device shall turn off the fire pump operation. There shall be an override switch provided and installed on the operators pump panel to allow the system to be disabled when required.

AUXILIARY FUEL SYSTEM

The fuel system for the auxiliary fire pump shall be plumbed to the chassis fuel system. There shall be a separate fuel pickup tube mounted in the chassis fuel tank specifically for a separate engine driven pump assembly. There shall be an electric fuel pump with regulator and fuel hose furnished between the chassis fuel tank and the auxiliary pump.

AUXILIARY FIRE PUMP ELECTRIC START WIRING TO CHASSIS

Properly sized 12 volt positive and negative cables shall be provided from the chassis battery to the auxiliary fire pump.

AUXILIARY AND MAIN PUMP PLUMBING

The auxiliary fire pump shall be plumbed to the main pump discharge. AUXILIARY PUMP OIL DRAIN EXTENSION

There shall be an oil drain extension installed on the auxiliary pump. This will allow for the engine oil to be drained without removing the auxiliary engine.

AUXILIARY PUMP COVER

A louvered hinged cover with suitable latches shall be provided over the pump and power unit assembly. The area around the assembly shall remain open for maintenance and air circulation and the radiator shall be located behind ventilated side sheet.

<u>6" UNGATED INTAKE -- LEFT SIDE</u>

One (1) 6" ungated suction intake shall be installed on the left side pump panel to supply the fire pump from an external water supply. The threads shall be 6" NH male and equipped with a removable screen. 2-1/2" GATED INTAKE -- LEFT SIDE

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One (1) 2-1/2" gated suction intake shall be recessed mounted on the left side pump panel to supply the fire pump from an external water supply. The valve shall be a quarter-turn ball valve with the appropriate handle and shall have 2-1/2" NH female thread.

2-1/2" GATED INTAKE -- RIGHT SIDE

One (1) 2-1/2" gated suction intake shall be recess mounted on the right side pump panel to supply the fire pump from an external water supply. The valve shall be a quarter-turn ball valve with the appropriate handle and shall have 2-1/2" NH female thread.

One (1) chrome brass 2-1/2" NH rocker lug plug with a securing chain or cable shall be installed on the intake.

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One (1) chrome brass 2-1/2" NH rocker lug plug with a securing chain or cable shall be installed on the intake.

One (1) chrome brass 6" NH long handle cap shall be installed on the intake.

WATER TANK SUPPLY LINE TO FIRE PUMP

A 4" water tank to pump line shall be installed with a 4" full flow quarter turn ball valve and 4" piping. The line shall be equipped with a hump hose with stainless steel hose clamps. **PUMP TO TANK**

There shall be a pump to tank line provided from the discharge side of the pumps and plumbed to the top of the tank. The plumbing shall be 2-inch with a 2-inch Akron 8800 series ¹/₄-turn full flow ball valve, and shall be controlled at the left pump panel by a push/pull T-handle and linkage. The pump to tank shall be plumbed to flow water from both the main and auxiliary pumps

2-1/2" DISCHARGE LEFT SIDE -- FORWARD PUMP PANEL

One (1) 2-1/2" discharge shall be installed on the left side forward pump panel area controlled by a quarter turn ball valve with the appropriate handle. The discharge shall have 2-1/2" NH male hose threads, bleeder valve, and chrome brass cap, with a label adjacent the control handle.

2-1/2" DISCHARGE LEFT SIDE -- REARWARD PUMP PANEL

One (1) 2-1/2" discharge shall be installed on the left side rearward pump panel area with controlled by a quarter turn ball valve. The discharge shall have 2-1/2" NH male hose threads and label adjacent the control handle.

2.5" DISCHARGE -- REAR LEFT

One (1) 2.5" discharge shall be installed on the rear left panel with controlled by a quarter turn ball valve. The discharge shall have 2.5" NH male hose threads and nameplate label adjacent the control handle. **2.5" DISCHARGE -- REAR RIGHT**

One (1) 2.5" discharge shall be installed on the rear right with controlled by a quarter turn ball valve. The discharge shall have 2.5" NH male hose threads and nameplate label adjacent the control handle. <u>1-1/2" CROSSLAY DISCHARGES</u>

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Two (2) 1-1/2" hose cross lays shall be installed over pump enclosure. One (1) each side. They shall be arranged in a single stack design with a divider in the center of the storage area. Each storage area shall extend from the side of the pump house to the center of the pump house. The dimensions shall be approximately 4-1/2" wide x 36" deep x 32" tall.

The crosslay hosebed shall be equipped with an aluminum diamond plate hinged cover and vinyl end flap enclosures on each side, installed in compliance with applicable NFPA #1900 standards. The cover shall be equipped with rubber bumpers and lift up handle on each end of the cover.

CROSSLAY EDGES

The crosslay side sheets shall be rolled on each side to act as a guide for the hose to come out of the tray. The specified crosslay flaps shall be red.

1-1/2" BUMPER AREA DISCHARGE (LEFT SIDE)

One (1) 2" discharge shall be provided at the driver's side of the front bumper extension. The discharge shall be plumbed with 2" flexible high pressure hose with reusable fittings or welded stainless steel pipe. The front bumper discharge shall be equipped with a 2" quarter turn ball valve. The discharge shall have a 90 degree full swivel elbow, terminating in 1-1/2" NST male threads, to allow the hose to be pulled in any direction without kinking.

1-1/2" BUMPER AREA DISCHARGE (RIGHT SIDE)

One (1) 2" discharge, shall be provided at the passenger's side of the front bumper extension. The discharge shall be plumbed with 2" flexible high pressure hose with reusable fittings or welded stainless steel pipe. The front bumper discharge shall be equipped with a 2" quarter turn ball valve. The discharge shall have a 90 degree full swivel elbow, terminating in 1-1/2" NST male threads, to allow the hose to be pulled in any direction without kinking.

<u>2" ISOLATION VALVE</u>

One (1) 2" inline valve, labeled, shall be provided to isolate the front bumper extension discharge piping in the case of a hose or piping failure. This valve shall normally be left in the open position. Control for this valve shall be through the use of a R1 handle, painted red, located at the valve.

Two (2) chrome plated brass reducing adapter with a 2" female NH x 1.5" male NH thread with rocker lugs shall be provided on the discharge.

(1) chrome plated brass 30 degree elbow with 2.5" swivel female NH x 2.5" male NH thread with rocker lugs shall be provided on the discharge.

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(1) chrome plated brass 30 degree elbow with 2.5" swivel female NH x 2.5" male NH thread with rocker lugs shall be provided on the direct tank fill.

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Two (2) chrome plated brass 1.5" NH rocker lug cap with a securing chain or cable shall be installed on the discharge.

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There shall be one (1) Hannay aluminum hose reel(s) Model #SBSEPF17-28-29-RT shall be installed. The reel shall have leak proof ball bearing swing joint, adjustable friction brake, electric 12 volt rewind and manual crank rewind provisions. The reel shall be plumbed with wire reinforced, high-pressure hose coupled with brass fittings. The reel shall be designed to hold 125% of the specified hose capacity.

The reel shall be provided with a 12 volt electric motor of appropriate size for rewinding. The hose reel shall have provisions for being rewound manually. The pinion shaft for the manual rewind gear shall be equipped with an adjustable tension brake, controlled at the hose reel.

HOSE REEL MOUNTING

The hose reel shall be mounted over the pump enclosure.

HOSE REEL CONTROLS

The hose reel shall be controlled by a 1/4 turn local control valve, the valve shall be located near the top of the pump control module next to the hose reel.

Two (2) Cole Hersee #M-608 push button hose reel rewind controls shall be installed supplied and installed to rewind the hose reel. One (1) button shall be installed on the left pump panel and one (1) button shall be installed on the right panel.

REEL MOUNTED HOSE

Three (3) 50' foot length(s) of 1" fabric covered REEL-TEX water hose shall be installed on the hose reel. The hose shall be equipped with chrome plated pin lug couplings and have a minimum 1000 PSI burst pressure. **HOSE REEL ROLLERS**

The hose reel shall include one horizontal and two vertical chrome fairlead rollers. Two (2) additional sets of fair lead rollers shall be located on the auxiliary pump cover for guiding the hose across the top of the apparatus.

FOAM SYSTEM

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A FoamPro electronic foam system shall be provided. The system shall be designed for use with Class A foam concentrate. The foam proportioning operation shall be designed for direct measurement of water flows and shall remain consistent within the specified flows and pressures. The system shall be capable of accurately delivering foam solution as required by applicable sections of the NFPA standards.

The system shall be equipped with a control module suitable for installation on the pump panel. There shall be a microprocessor incorporated within the motor driver that shall receive input from the system's flowmeter, while also monitoring the foam concentrate pump output. The microprocessor shall compare the values to ensure that the desired amount of foam concentrate is injected onto the discharge side of the fire pump. A "foam capable" paddlewheel-type flowmeter shall be installed in the discharge side of the piping system.

The control module shall enable the pump operator to:

- Activate the foam proportioning system
- Select the proportioning rates from 0.1% to 1.0%
- See a "low concentrate" warning light flash when the foam tank level becomes low and in two (2) minutes, if the foam concentrate has not been added to the tank, the foam concentrate pump shall be capable of shutting down.

A 12-volt electric motor driven positive displacement plunger pump shall be provided. The pump capacity range shall be 0.1 to 1.7 GPM (6.4L/min) at 200 PSI (13.8 BAR) with a maximum operating pressure up to 400 PSI (27.6 BAR). The system shall draw a maximum of 30 amps at 12 volts. The motor shall be controlled by the microprocessor which shall be mounted to the base of the pump. It receives signals from the control module and power the 1/3 horsepower (.25 Kw) electric motor in a variable speed duty cycle to ensure that the correct proportion of concentrate is injected into the water stream.

A full flow check valve shall be provided in the discharge piping to prevent foam contamination of the fire pump and water tank. A 5 PSI (.35 BAR) opening pressure check valve shall be provided in concentrate line.

Components of the complete proportioning system as described above shall include:

- Operator control module
- Paddlewheel flowmeter
- Pump and electric motor/motor driver
- Wiring harnesses
- Low level tank switch
- Foam tank
- Foam injection check valve
- Main waterway check valve
- Flowmeter and tee with 2" male NPT threads.

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The foam system shall be installed and calibrated to manufacturer's requirements. In addition the system shall be tested and certified by the apparatus manufacturer to applicable NFPA standards.

The foam system design shall be tested and pass environmental testing in accordance to SAE standards.

An installation and operation manual shall be provided for the unit. The system shall have a one (1) year limited warranty by the foam system manufacturer.

The FoamPro 1600 Series foam system shall be provided with a control cable from the controller to the foam pump assembly.

The FoamPro 1600 Series foam system shall be provided with a standard pump panel mounted FoamPro control head.

A FoamPro brass flowmeter shall be provided. The flowmeter shall be installed in the "foam capable" discharge line. The flowmeter shall have maximum accuracy between the flow range of 15 GPM and 520 GPM and be capable of operation between 5 GPM to 625 GPM. The tee shall have NPT and Victaulic inlet and outlets connections.

A FoamPro instruction and system rating label shall be provided. The label shall display information for a FoamPro 1600 Series foam system and shall meet applicable sections of the NFPA standards.

A FoamPro foam system schematic label shall be installed on the pump panel near foam controls. The label shall be a diagram of the FoamPro 1600 series foam system layout and shall meet applicable sections of the NFPA standards.

FOAM SYSTEM OUTLETS

The following discharges shall have foam distributed to them.

Front bumper discharges Front bumper monitor (if applicable) Pump house crosslay pre connects Booster hose reel Rear 1-1/2" discharge FOAM SYSTEM CAB CONTROL

A FoamPro on-off control switch shall be installed in the cab console. **FOAM UPLOAD SYSTEM**

There shall be a Hale EZ Foam upfill system supplied and installed on the apparatus. **<u>PUMP MODULE ENCLOSURE</u>**

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The PTO fire pump enclosure shall be a separate unit from the body unit and shall be attached and supported at the chassis frame rails. This module shall allow for independent flexing of the pump enclosure from the body, chassis, and tank, and shall permit quick removal. The module shall have Polypro mounting pads and shall be attached to the frame rails. The pump module shall also house the auxiliary pump and hose reel mounted up above the plumbing. The bolt-on pump enclosure support structure shall be constructed of steel tubing.

The pump enclosure shall be approximately 37" front to rear, 72" right to left, and 60" high.

The top portion above the pump panel (operators side), and above the pump house compartment (right hand side) shall have an stainless steel overlay. The overlay shall contour around the front and rear of the pump module approx 3" and extend down the outer edges of the module on both sides left and right to the bottom of the module. On the front of the pump house module there shall be an ALDP overlay that extends from left to right along the top approx 8" tall.

There shall be polished stainless steel bezels around panel mounted discharge and intake valves, they will be removable for ease of service.

PUMP ENCLOSURE RUNNING BOARD

Both the drivers and passenger side shall be equipped with a side running board. The running board shall extend along the width of the pump enclosure from the forward end of the body module to behind the chassis cab. The exterior edge of the running board shall be constructed of a non-slip aggressive surface, supported by the pump enclosure framework, and bolted in place with stainless steel fasteners.

PUMP ACCESS SERVICE DOOR -- UPPER LEFT SIDE

The upper left side of the side mount pump enclosure shall be provided with a pump service access door. The hinged door shall be constructed of stainless steel powder coated satin black, with push button type lever latches for service access.

PUMP PANELS

The pump panels shall be constructed of stainless steel, bolted to the pump enclosure with stainless steel fasteners. The operators side pump panel shall be powdercoated satin black, while the right side panel shall be brushed stainless steel.

MASTER PUMP DISCHARGE AND INTAKE GAUGES

The specified gauge shall feature a drain located at the gauge inlet to help prevent freezing. The drain shall be a twist open and close type.

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MASTER INTAKE PRESSURE GAUGE

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One (1) master intake pressure gauge shall be provided on the operator's panel. The gauge shall be a Span brand, or equivalent, 30-0-150 PSI graduated, with a minimum diameter of 4-1/2", backlit for nighttime operations and silicone liquid filled to prevent condensation inside the gauge and to dampen the movement.

The gauge housing shall be constructed of Zytel nylon with a 1/4" NPT brass male fitting centrally located on the rear of the housing. The gauge shall be filled with low-temperature liquid with an operating range of -40 to +150 degrees Fahrenheit, which prevents bouncing of the readout needle and provides for an accuracy rating of 3% or 1" hg on the vacuum side and 5% or 15 PSI on the pressure side of the gauge.

MASTER DISCHARGE PRESSURE GAUGE

One (1) master discharge pressure gauge shall be provided on the operator's panel. The gauge shall be a Span brand, or equivalent, 0-600 PSI graduated, with a minimum diameter of 4-1/2", backlit for nighttime operations and silicone liquid filled to prevent condensation inside the gauge and to dampen the movement.

The gauge housing shall be constructed of Zytel nylon with a 1/4" NPT brass male fitting centrally located on the rear of the housing. The gauge shall be filled with low-temperature liquid with an operating range of -40 to +150 degrees Fahrenheit, which prevents bouncing of the readout needle and provides for an accuracy rating of 5% or 15 PSI on the pressure side of the gauge.

TEST TAPS

Test taps for pump intake and pump pressure with name plate labels shall be provided on the pump instrument panel.

Gauge(s) shall include internal, back-lit 12 volt lighting. Replaceable, White, LED bulb in a water-resistant holder.

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Gauge(s) shall include internal, back-lit 12 volt lighting. Replaceable, White, LED bulb in a water-resistant holder.

Gauge(s) shall be supplied with a white dial face with black lettering and black gauge marks.

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Gauge bezel shall be Chrome in color.

LINE PRESSURE GAUGE

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There shall be one (1) 2.5" diameter -30-0-600 PSI pressure gauge internally lit. LINE PRESSURE GAUGE

There shall be one (1) 2.5" diameter -30-0-600 PSI pressure gauge internally lit. **PRESSURE GOVERNOR and ENGINE MONITORING DISPLAY**

Fire Research PumpBoss series PBA401-D00 pressure governor and monitoring display kit shall be installed. The kit shall include a control module, intake pressure sensor, discharge pressure sensor, and cables. The control module case shall be waterproof and have dimensions not to exceed 6 3/4" high by 4 5/8". The control knob shall be 2" in diameter with no mechanical stops, have a serrated grip, and a red idle push button in the center. It shall not extend more than 1 3/4" from the front of the control module. Inputs for monitored engine information and outputs for engine control shall be on the J1939 databus. Inputs from the pump discharge and intake pressure sensors shall be electrical.

The following continuous displays shall be provided:

Engine RPM; shown with four daylight bright LED digits more than 1/2" high Check engine and stop engine warning LEDs Engine oil pressure; shown on a dual color (green/red) LED bar graph display Engine coolant temperature; shown on a dual color (green/red) LED bar graph display Transmission Temperature: shown on a dual color (green/red) LED bar graph display Battery voltage; shown on a dual color (green/red) LED bar graph display Pressure and RPM operating mode LEDs Pressure / RPM setting; shown on a dot matrix message display Throttle ready LED.

The dot-matrix message display shall show diagnostic and warning messages as they occur. It shall show monitored apparatus information, stored data, and program options when selected by the operator. All LED intensity shall be automatically adjusted for day and night time operation.

The program shall store the accumulated operating hours for the pump and engine to be displayed with the push of a button. It shall monitor inputs and support audible and visual warning alarms for the following conditions:

High Battery Voltage
Low Battery Voltage (Engine Off)
Low Battery Voltage (Engine Running)
High Transmission Temperature
Low Engine Oil Pressure
High Engine Coolant Temperature
Out of Water (visual alarm only)
No Engine Response (visual alarm only).

The program features shall be accessed via push buttons located on the front of the control module. There shall be a USB port located at the rear of the control module to upload future firmware enhancements.

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The governor shall operate in two control modes, pressure and RPM. No discharge pressure or engine RPM variation shall occur when switching between modes. A throttle ready LED shall light when the interlock signal is recognized. The governor shall start in pressure mode and set the engine RPM to idle. In pressure mode the governor shall automatically regulate the discharge pressure at the level set by the operator. In RPM mode the governor shall maintain the engine RPM at the level set by the operator except in the event of a discharge pressure increase. The governor shall limit a discharge pressure increase in RPM mode to a maximum of 30 psi. Other safety features shall include recognition of no water conditions with an automatic programmed response and a push button to return the engine to idle.

The pressure governor and display shall be programmed to interface with a Cummins engine. **WATER TANK GAUGE**

One (1) Fire Research TankVision model WLA300-A00-S20 tank gauge shall be installed on the pump panel. The water tank indicator kit shall include an electronic indicator module, a pressure sensor, and a 10' sensor cable. The indicator shall show the volume of water in the tank on nine (9) easy to see super bright LEDs. The specified level gauge shall be active anytime the chassis battery switch is turned on. The specified level gauge shall be active anytime the chassis battery switch is turned on. **CLASS A FOAM TANK GAUGE**

One (1) Fire Research brand, Model WLA360-A00 tank level gauge shall be provided on the pump operator's panel to monitor the foam concentrate storage tank level. The gauge shall indicate the foam concentrate storage tank liquid level on an LED bar graph display.

NOMENCLATURE PLATES

The apparatus shall be equipped with color coded labels. The labels shall be furnished for discharges, intakes, and for other controls and indicators. All labels shall be in English format.

MIDSHIP PUMP PANEL LIGHTS -- DRIVERS SIDE

There shall be three Tecniq brand LED lights installed under a stainless steel light shield mounted above the pump panel. The two outer lights shall be operated by a panel mounted switch, while the middle light will only be activated upon pump engagement.

MIDSHIP PUMP PANEL LIGHTS -- PASSENGER SIDE

There shall be one Tecniq brand LED light installed under a stainless steel light shield mounted above the pump panel. The light shall activate upon pump engagement.

One (1) of the pump panel lights shall illuminate at the time the fire pump is engaged.

PUMP ENCLOSURE WORK LIGHTS

Two (2) LED work lights shall be installed in the pump enclosure. The work lights shall have clear lenses and shall have a control switch.

DESIGN AND SCOPE OF WILDLAND BODY

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The body shall be designed and constructed of commonly available structural components for ease of repair and maintenance. The body shall be of a modular design with the body structure independent of the chassis frame rails. The body module shall be mounted to the chassis frame rails utilizing a unique double spring mounting system for flexibility and durability over the lifetime of the apparatus. The fabrication of the body shall be of welded construction to withstand the rigors of fire service use.

The body shall be designed to incorporate and support the tank, hose bed, compartments, and all other equipment intended to be stored in or mounted to the body module. The body skeleton and compartment framework shall be designed of tubular members for increased strength and stress resistance. There shall be no sheet metal or extrusions utilized in the foundation or structural components of the body module due to their critical role in assuring lifetime durability, functionality and usability.

BODY FRAMEWORK

The entire body framework shall be fabricated from steel tubing. The body framework shall be a completely welded unit, forming a connected, stable frame for strength, longevity and providing the skeleton of the body module. The internal upright members of the framework shall act as support for the top layer of the body module. The external upright members shall act as an exoskeleton providing form and support for compartments while acting as the external surfaces of the module. The framework shall define the compartment openings and provide a rigid mounting location for all compartments and doors.

The foundation cross-members shall be placed perpendicular to the chassis frame rails in the wheel well area extending the full width of the body and shall be constructed of 3 inch high x 2 inch wide x .25 inch tubing. The foundation members parallel to the chassis frame rails shall be constructed of 3 inch square x .25 inch tubing and shall connect the foundation cross members and extend the full length of the body.

All tank support cross members shall be placed to support the water tank as per the tank manufacture's recommendation. These supports shall be constructed of 3 inch high x 2 inch wide x .25inch steel tubing. The tank support angles shall be constructed of 4 inch x 4 inch x .25 inch thick angles and shall be placed at the tank sides parallel to the chassis frame rails to provide lateral support for the tank and protection from debris from the wheels.

The internal upright supports for top layer components shall be placed to provide support for all components located on the top layer of the body module and shall be constructed of steel tubing measuring 2 inch square x .25 inch wall thickness. All front to rear connecting members shall be 3 inches high x 2 inches wide x .125 inch wall thickness and shall be placed in between the interior upright support members to provide rigidity, stability and support to all top layer components. All gussets shall be constructed of 2 inches high x 3 inches wide x .25 inch thick plate which shall be placed on the top and bottom of the foundation cross members where they intersect with the exterior members.

BODY MOUNTING SYSTEM

The mounting assembly shall be designed to isolate and protect the body module from vibration and twisting stresses imparted by the flexing of the chassis frame rails. The body module shall employ spring loaded body

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mounting assemblies. Each two piece mounting assembly shall be designed to positively position the body on the frame rails while allowing lateral and forward or aft movement. Mounting assemblies shall be placed forward and rearward of the rear axle as necessary to provide a strong and stable mounting of the body module

Each mounting assembly shall consist of a "male" upper mounting bracket and a "female" lower mounting bracket. The upper mounting brackets shall be fabricated from .25 inch thickness steel plate, with .250 inch painted steel lower mounting brackets. The upper mounting brackets shall be welded directly to the foundation connecting members. The lower mounting brackets shall be bolted to the exterior side facing surface of the chassis frame rails.

The mounting brackets shall be aligned and connected by two (2) 5/8 inch diameter grade 8 bolts equipped with compression springs. The springs shall be of the appropriate tension rating for the weight requirements of the body module. The mounting assembly shall be designed to completely eliminate sheering forces on the mounting bolts.

The foundation connecting members shall be placed on top of the chassis frame rails for added strength and stability. The foundation members shall be isolated from the steel chassis frame rails by .25 inch thickness steel plates which have .5 inch thick 80 durometer rubber pads vulcanized to the bottom surface of each plate. The steel plates shall be welded to the bottom of the foundation, doubling as additional gussets at foundation cross member joints.

COMPARTMENT FLOOR, RECESSED

Each compartment shall feature a recessed floor, sufficient enough so the lip of the compartment shall prevent compartment contents from sliding easily from the compartment when parked on side hills. **BODY MATERIAL**

All materials utilized shall be of the correct type, alloy, and thickness to withstand the intended usage and provide protection against cracking, corrosion or metal fatigue. The body compartments shall be fabricated using 14 gauge steel for most compartments unless otherwise stated. Any use of proprietary parts or materials in the construction of the body shall be unacceptable, due to potential delays or difficulties in an unlikely event of future repairs or when service becomes necessary.

All external upright supports for integral compartments shall incorporate a second set of upright supports constructed of 3 inch wide x 2 inch deep x .250 inch wall thickness and shall be located outboard of the internal upright supports to provide a rigid structure for the compartments to be mounted to. The compartment openings shall be constructed of 3 inch high x 2 inch wide x .125 inch wall thickness cross members and shall be placed in between the external upright supports to define the openings of all enclosed body compartments again, providing a rigid mounting location for compartments.

COMPARTMENTATION

All compartments shall be constructed of 14 gauge E.G. steel welded for strength and shall be sealed from the elements. The compartments shall be attached to the steel superstructure only, in order to maintain a truly

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modular design. Each compartment shall feature a smooth edges and surfaces from the walls to each weld without burs or sharp edges in the material.

DRIVER'S SIDE BODY COMPARTMENTS COMPARTMENT D1

One compartment shall be provided on the driver's side of the apparatus body above the rear wheels. This compartment shall span from just behind the pump panel to the back of the rear wheel well quarter panel. The compartments approximate "clear door opening" is 51" wide by 39" high with a variable depth of 13.5"/22". **COMPARTMENT D2**

One full height compartment shall be provided on the driver's side of the apparatus body aft of the rear wheels. This compartment shall span from behind the rear wheel well quarter panel to the rear of the body in width and from the top of the body to the rub rail in height. The compartments approximate "clear door opening" is 34" wide by 58" high with a variable depth of 13.5"/22".

PASSENGER SIDE BODY COMPARTMENTS COMPARTMENT P1

One compartment shall be provided on the passenger's side of the apparatus body above the rear wheels. This compartment shall span from just behind the pump panel to the back of the rear wheel well quarter panel in width and from the top of the body side to the wheel well in height. The compartments approximate "clear door opening" is 51" wide by 39" high with a depth of 12".

COMPARTMENT P2

One compartment shall be provided on the passenger's side of the apparatus body aft of the rear wheels. This compartment shall span from behind the rear wheel well quarter panel to the rear of the body in width and from below the walkway to the rub rail in height. The compartments approximate "clear door opening" is 34" wide by 58" high with a variable depth of 12"/22".

BACK BODY COMPARTMENTS COMPARTMENT B1

One compartment shall be provided at the back of the apparatus body, below the hose bed and above the tailboard. This compartment shall span just center of the tank. The compartments approximate "clear door opening" is 27" wide by 34" high with a depth of 25".

PUMP HOUSE COMPARTMENT (PH1)

There shall be a compartment located on the upper passenger side of the pump house. The compartment dimensions shall be approximately 21" wide x 23" high x 12" deep.

PUMP HOUSE COMPARTMENT (PH2)

There shall be a compartment located on the lower passenger side of the pump house. The compartment dimensions shall be approximately 11.5" wide x 18" high x 18" deep.

SLIDE-IN REAR SUCTION HOSE COMPARTMENTS

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Two (2) suction hose storage compartments will be located above the side storage compartments on both sides of the apparatus. The compartments will hold a combined total of three (3) eight (8) foot sections of four (4) inch hard suction hose and strainer.

Both compartments will be capable of holding two (2) eight (8) foot sections of hose if needed. Each compartment will have a stainless steel painted hinged door on the rear of the compartment. Each compartment door will have a locking positive latching door latch.

TOP COMPARTMENT TC1

The hose bed shall be provided with a compartment down the center of the hosebed. The top compartment shall have a one piece aluminum treadplate cover. Approximate "clear door opening" dimensions shall be 13" wide by 75" deep and 16" high.

PAINTED ALUMINUM PANEL

There shall be a smooth aluminum panel bolted to the rear of the center top storage box. **WHEEL WELL PANEL CONSTRUCTION**

The outer wheel well panel shall be galvanneal steel of the same gauge as compartment construction and an integral part of the overall body design. The exterior wheel well area shall be painted to match the body. **WHEEL WELL LINERS**

Wheel well liners designed to protect the body from impact resulting from road debris thrown by the tires shall be installed. The removable liners shall be constructed from UHMW material to encompass the entire inner wheel well area. The liners shall be secured with stainless steel threaded fasteners.

REAR WHEEL FENDERETTES

Polished stainless steel fenderettes shall be installed at each rear wheel opening. The fenderettes shall be positioned outside of the wheel well panel to cover the tire area that extends past the body. The fenderettes shall be secured with stainless steel threaded fasteners.

DRIVERS SIDE BODY -- SCBA CYLINDER STORAGE PROVISIONS

A storage area for an SCBA cylinder shall be provided in the forward area of the driver's side wheel well. Dimensions shall be 8" diameter x 26" deep.

DRIVERS SIDE BODY FULL SCBA STORAGE

A compartment for the storage of one (1) full SCBA pack with mask shall be provided in the rearward area of the drivers side wheel well.

The SCBA door shall be a Cast Products door.

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The SCBA door shall be made from stainless steel and painted job color.

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The SCBA door shall have a non-locking lever latch.

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The SCBA cylinder storage tube shall be made from plastic. There shall be rubber matting to cusion the bottle glued into the tube.

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PASSENGER SIDE BODY -- SCBA CYLINDER STORAGE PROVISIONS

A storage area for an SCBA cylinder shall be provided in the forward area of the passenger's side wheel well. Dimensions shall be 8" diameter x 26" deep.

PASSENGER SIDE BODY FULL SCBA STORAGE

A compartment for the storage of one (1) full SCBA pack with mask shall be provided in the rearward area of the passenger's side wheel well.

SCBA CYLINDER STRAPS

There shall be a 1" nylon tether installed to secure the bottle in the storage tube. <u>SCBA CYLINDER STRAPS</u>

There shall be a 1" nylon tether installed to secure the bottle in the storage tube. **RUB RAILS, CLEARANCE LIGHTS, AND REFLECTIVE TAPE**

The sides of the lower body area fore and aft of the wheel well area shall be provided with 2" x 1.25" x .250" extruded aluminum rub rails, with end caps or angled corners.

FRONT OF BODY -- PROTECTIVE SURFACE

The entire front of the apparatus body shall include a protective surface, constructed of aluminum tread plate material.

FRONT CORNERS OF BODY -- PROTECTIVE SURFACES

The front corners of the apparatus body shall include a protective surface installed. The surface shall be constructed of polished stainless steel material.

REAR BODY PANELS

The entire rear of the apparatus body shall be painted apparatus color. **OUTER REAR BODY PANELS -- PROTECTIVE COVERING**

The rear outer panels of the body shall have protective surfaces installed on the corners. The protective covering shall be constructed of polished stainless steel material.

TOP OF BODY COMPARTMENTS -- PROTECTIVE SURFACES

The top of the side compartments shall have a protective surfaces installed. The surface shall be constructed of

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aluminum tread plate material. ANODIZED ALUMINUM DRIP RAIL

All enclosed compartment doors shall be provided with an aluminum drip rail above the doors. **COMPARTMENT VENTILATION**

A minimum 2-inch single "Weber" style polished stainless steel swivel vent with four (4) ¹/₄-inch vent holes shall be provided. These vents shall have a stainless steel center bolt to lock the vent in either the open or closed position and be located in the compartment walls. All vents will contain fire resistant filters to minimize dust entering the compartment.

COMPARTMENT VENTILATION

A minimum 2-inch single "Weber" style polished stainless steel swivel vent with four (4) ¹/₄-inch vent holes shall be provided. These vents shall have a stainless steel center bolt to lock the vent in either the open or closed position and be located in the compartment walls. All vents will contain fire resistant filters to minimize dust entering the compartment.

COMPARTMENT VENTILATION

A minimum 2-inch single "Weber" style polished stainless steel swivel vent with four (4) ¹/₄-inch vent holes shall be provided. These vents shall have a stainless steel center bolt to lock the vent in either the open or closed position and be located in the compartment walls. All vents will contain fire resistant filters to minimize dust entering the compartment.

COMPARTMENT VENTILATION

A minimum 2-inch single "Weber" style polished stainless steel swivel vent with four (4) ¹/₄-inch vent holes shall be provided. These vents shall have a stainless steel center bolt to lock the vent in either the open or closed position and be located in the compartment walls. All vents will contain fire resistant filters to minimize dust entering the compartment.

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COMPARTMENT FLOOR DRAIN

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The compartment shall be provided with rear corner floor drains to the underside of the body. **<u>COMPARTMENT FLOOR DRAIN</u>**

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The compartment shall be provided with rear corner floor drains to the underside of the body. <u>ALUMININUM – COMPARTMENT DOOR, HINGED OVERLAP</u>

One (1) single, vertically hinged door shall be provide and fabricated from aluminum. The frame of the door shall be constructed of 1.75" x 1.75" x .125" aluminum tubing to prevent corrosion and provide structural support. The spacing created by the frame tubing shall filled with Styrofoam for added support, dent resistance, insulation and noise reduction. The exterior surface shall be .125" aluminum for durability. The interior surface shall be .080" aluminum. There shall be no mechanical fasteners, such as bolt heads or rivets on the inside or outside of the doors.

The exterior of the door shall overlap the opening of the compartment. A .75" lip shall be constructed around the opening of the compartment and the exterior of the door. A rubber seal shall be installed on the .75" lip on both the compartment and the door to provide for a double seal against water and dust.

The door shall be designed utilizing a D-ring style latch system. A 6" stainless steel D-ring latch, large enough to accommodate a gloved hand, shall be mounted on the exterior of the door. A stainless steel bezel shall be installed to house and protect the D-ring locking mechanism. The easily serviced bezel shall be mounted utilizing stainless steel screws. The D-ring locking mechanism shall be a double catch design. The first catch shall engage to secure the door in the event of improper closure. The second catch shall seal the door from water and other elements once the door has been properly closed.

The door shall be mounted using a stainless steel piano style hinge and a .25" diameter hinge pin for stability. The vertical hinge shall be mounted to the body frame with threaded inserts and stainless steel screws to preserve functionality and ease of maintenance in the event of damage.

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Gas struts shall be utilized to hold the door in the open position and to prevent the door from slamming during closing. The gas struts shall be mounted directly to the door with a stainless steel bracket assembly for stability and ease of maintenance. The gas struts shall be mounted to the interior of the compartment with a fully adjustable assembly.

The exterior of the compartment doors shall be painted to match the body in quality and tone. The interior surface shall not be painted, it shall be sanded utilizing a dual orbital technique.

ALUMININUM – COMPARTMENT DOOR, HINGED OVERLAP

There shall be five (5) double, vertically hinged sets of doors fabricated from aluminum and installed on the apparatus body. Each door shall feature exterior surfaces which overlaps the opening of the compartment. The exterior surface shall be .125" aluminum for durability and damage resistance. The interior surface shall be .080" aluminum for structural support and overall appealing appearance of the compartment. The frame of the doors shall be constructed of 1.75" x 1.75" x .125" aluminum tubing to prevent corrosion and provide structural support. The spacing created by the frame tubing shall be filled with Styrofoam for added support and dent resistance, temperature insulation, and noise reduction.

A .75" lip shall be constructed around the opening of the compartment and the exterior of the door. A rubber seal shall be installed on the .75" lip of both the compartment and the door to provide for a double seal against water and dust. A rain gutter shall be mounted above the latch type door for an added third layer of water protection.

The doors shall be designed utilizing a D-ring latch system. A 6 inch stainless steel D-ring latch, large enough to accommodate a gloved hand, shall be mounted on the exterior of the door to allow the door to seal and fasten in the closed position. A stainless steel bezel shall be installed to house and protect the D-ring locking mechanism. The easily serviced bezel shall be mounted utilizing stainless steel screws for added stability of the mechanism and ease of maintenance in the event of damage. The D-ring locking mechanism shall be of a double catch design. The first catch shall engage to secure the door in the event of improper closure. The second catch will seal the door to water and other elements once the doors has been properly closed.

The doors shall be mounted with a stainless steel hinges with .25" diameter hinge pin for stability. The vertical hinges shall be mounted to the body frame with threaded inserts and stainless steel screws to preserve functionality with use or age and ease of maintenance in the event of damage.

Gas struts shall be utilized to hold the door in the open position and to prevent the door from slamming during closing. The gas struts are mounted directly to the door with a stainless steel bracket assembly for stability and ease of maintenance. The gas struts shall be mounted to the interior of the compartment with fully adjustable assembly for ease of adjustment and maintenance while increasing stability.

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A polished stainless steel scuff guard shall be installed on the bottom of the compartment opening to prevent damage and wear to the paint and finish of the body module due to the removal and storage to equipment in the compartment.

The exterior of the compartment doors and the door jambs shall be painted to match the body in quality and tone. The interior of the door shall not be painted due to lack of exposure and inherent resistance to corrosion. The interior of the door shall be sanded utilizing a dual orbital technique. The sanding shall provide for a smooth, regular, scratch free surface on the interior of the door. The exterior skin to door frame joining seam shall be caulked and painted to provide a moisture proof seal.

ALUMINUM TREADPLATE DOOR

This compartment shall feature an embossed aluminum diamond plate lid. The lid shall be bare embossed aluminum diamond plate.

COMPARTMENT SILL PLATE

The compartment shall feature a polished stainless steel sill plate protecting the painted surface of the compartment when items are accessed.

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The specified door(s) shall have a Polished stainless-steel D-ring door handle.

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The specified door(s) D-ring handles shall be equipped with manual key door locks keyed to use the 1250 key.

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The specified hinged door(s) shall be equipped with a sealed, black lever latch(es). Latch(es) shall be non-locking style.

DOOR LATCH

The specified hinged door(s) shall be equipped with (1), textured chrome lever latch(es). Latch(es) shall be non-locking style with a raised button.

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The specified hinged door(s) shall be equipped with (1), textured chrome lever latch(es). Latch(es) shall be non-locking style with a raised button.

REAR STEP

The rear bumper shall be made from aluminum diamondback grip strut. The design of the grip strut shall allow for no debris or dust buildup and will allow for easy clean out with just water.

The step shall be of a three piece design each section to operate independently during body and chassis flexing. The step will be full body width.

The drop step will have locking positions to allow for up position storage and rear compartment door opening access.

AUXILIARY FIXED STEP -- DRIVERS SIDE REAR

Three (3) Cast Products square cast aluminum auxiliary step(s) shall be provided. The step shall be installed on the rear drivers side of the body.

AUXILIARY FIXED STEP -- PASSENGER SIDE REAR

Three (3) Cast Products square cast aluminum auxiliary step shall be provided. The step shall be installed on the rear passenger side of the body. **HANDRAILS**

One (1) knurled type non-slip handrail, approximately 18" in length, shall be vertically installed. **HANDRAILS**

Two (2) knurled type non-slip handrail, approximately 42" in length, shall be vertically installed. **HANDRAILS**

Two (2) knurled type non-slip handrail, approximately 12" in length, shall be horizontally installed. **HANDRAILS**

Two (2) knurled type non-slip handrail, approximately 18" in length, shall be horizontally installed. **HANDRAILS**

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One (1) knurled type non-slip handrail, approximately 60" in length, shall be horizontally installed. **HOSE BODY CONSTRUCTION SPECIFICATIONS**

The hose bed side sheets and floor shall be constructed from aluminum material. The hosebed shall provide two separate hose beds one on the left and one on the right side of the top loaded center dunnage. The hose body shall be free of sharp corners, bolts, or other obstructions that may catch hose and other equipment. **HOSE BED DIVIDER**

Two (2) adjustable width hose bed divider constructed from no less than .250 (1/4") aluminum material shall be installed. The divider shall be secured to the hose bed by utilizing adjustable track type channels and fasteners. The divider shall be full length and depth of the hose bed.

HOSE STORAGE BRACKETS

There shall be two (2) I-Zone hose bracket(s) provided on the rear of the apparatus body one on each side left and right. The mount(s) shall be mounted under CPI fixed step(s). Approx length of the I-zone pole shall be 24".

ALUMINUM HOSEBED GRATING

The hose bed compartment deck shall be constructed entirely from maintenance-free, extruded aluminum slats. The slats shall feature an anodized, contoured, ribbed top surface. The slats shall be of widths approximately 3/4" high x 4.5" wide and shall be welded into a one-piece grid system to prevent the accumulation of water and allow ventilation to assist in drying hose.

HOSEBED REAR ENCLOSURE

A vinyl end skirt with three (3) straps, and large quick release buckles (minimum 2-inch) shall be installed on each hose bed cover. Quick release buckles and nylon tie down straps shall be attached to the end skirts. The end skirts will be weighted at the bottom end with a full width flat strip of metal sewn into the hem of the skirt. The end skirts, straps, buckles, etc. will be exposed to direct sun light and shall be protected against UV rays. **ALUMINUM HOSEBED COVER**

Two (2) separate aluminum tread plate hose bed covers shall be installed, ¹/₈-inch aluminum alloy diamond plate reinforced with a ¹/₈-inch aluminum alloy hat section as needed to support walking on the hose bed covers. The covers shall be hinged on the outboard side using full length polished stainless steel hinges with a minimum ³/₈-inch pin and 1-inch joint length and installed to avoid any hindrance in walking on hose bed covers.

The hose bed covers shall have full length handrails installed along the rear lip of the covers and two (2) mechanisms on each cover to assist with opening and closing of the hose bed covers. Each hose bed cover shall have a mechanism to hold the hose bed cover in the open position and will be substantial enough to prevent accidental closing in extreme wind conditions.

The covers shall be reinforced so that they will support the weight of a person walking on the cover and shall be sloped to the outboard side of the apparatus to aid in water run-off.

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The flaps shall be black in color. HOSEBED SURFACE FINISH

The hosebed doors shall be embossed aluminum diamond plate. WATER TANK SPECIFICATIONS

A 500 gallon booster tank (Poly Tank) shall be fabricated from a minimum of .500" polypropylene complete with a minimum of .375" polypropylene internal full height baffles that are raised 4" off the tank floor for maximum water flow between baffles. In addition, provisions for the main pump outlet, direct tank filler inlet, a pump to tank filler/churn valve inlet, a back pump filler outlet, a fitting for an electronic water level gauge sensor and clean outs for manual tank flushing shall be provided. The tank shall be structurally reinforced and restrained to prevent deformities or damage to the tank or apparatus body during stressed off road operations. The booster tank shall be a rectangular design, and shall be capable of being completely removable from the body without cutting or bending of any components. The tank and cradle assembly shall be mounted to the chassis frame in strict accordance to the tank manufacturer's installation guidelines.

The water tank shall be configured in a rectangular style with consistent widths on the sides from top to bottom. **TANK FILL AND OVERFLOW PROVISIONS**

The water tank shall have a combination vent and manual fill tower. The fill tower shall be fabricated from 1/2" polypropylene and shall have a minimum outer perimeter dimension of 8" x 8". The tower shall have a 1/4" thick polypropylene screen and a polypropylene hinged cover. Inside the fill tower, halfway down from the top, shall be fastened a vent overflow pipe. The vent overflow shall be fabricated from Schedule 40 polypropylene pipe, with a minimum I.D. of 4". The vent overflow shall be designed to run through the tank interior and shall be designed to exit the water tank interior behind the rear wheels.

The tank cover shall be fabricated from 1/2" thick polypropylene and shall incorporate a three-piece design which allows for the removal of each individual cover section for inspection or repair of the tank interior, if necessary. The tank cover shall be recessed 3/8" from the top of the tank sides and shall be welded to both the sides and the longitudinal baffles. Each of the three cover sections shall have hold downs to assist in keeping the cover rigid under fast filling conditions. These hold downs shall consist of 2" polypropylene dowels, spaced a maximum of 30" apart, fitted and then welded to the transverse partitions. The dowels shall extend through the cover sections and be welded to them. Two of the dowels shall be drilled and tapped to accommodate the tank lifting eyes.

The sump shall have a minimum dimension of 8" x 6" with a 3/4" thick bottom. On all tanks with a bulkhead suction inlet, a 3" Schedule 40 polypropylene pipe sweep shall be provided from the front of the tank to the sump location. The sump shall have a threaded plug located at the bottom of it for a tank drain and clean out.

There shall be two standard tank outlets: one for the tank to pump suction line, which shall be a minimum of a 3" NPTF coupling, and one for a tank fill line, which shall be a minimum of a 1-1/2" NPTF coupling. All tank fill couplings shall be backed with flow deflectors to break up the stream of water entering the tank.

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The water tank shall rest on the body subframe cross members, which shall be spaced a maximum of 22" apart. The tank shall be insulated from those cross members by hard rubber insulators, with a minimum thickness of 1/4", glued and mechanically fastened to the cross members to protect the tank from direct contact with the steel body subframe. The tank shall be designed on a free-floating suspension principle and shall not require the use of additional hold downs. The tank shall be completely removable without disturbing or dismantling the apparatus body structure.

VENT AND OVERFLOW

The fill tower shall incorporate a vent and overflow system shall be designed into the water tank. The system shall include a 3" diameter PVC pipe that functions both as an air vent while emptying the tank and as an overflow when filling the tank. The overflow shall discharge excess water below the frame rails of the vehicle. **TANK SUMP AND DRAIN PROVISIONS**

A one (1) cubic foot (minimum) polypropylene sump, with anti-swirl baffles shall be provided. The sump shall be located as close to the center of the tank floor as the chassis cross members, and differential driveline will allow.

One (1) 3-inch or 4-inch National Pipe Thread (NPT) outlet and plug shall be provided in the sump floor for flushing of the tank. A 1¹/₂-inch drain valve shall be provided in the tank sump for flushing of the booster tank. The valve will be located as to provide for adequate clearance from cross members and differential during extreme twisting motions of the chassis and buildup

The sump shall also be provided with a 1-inch NPT outlet for the back pump filler hose.

Due to space constraints, it may be necessary to locate the main pump suction outlet in the tank sump for maximum water usage. The main pump suction tube will be of an adequate size to supply the main pump with enough water to meet pump ratings.

A minimum 3-inch direct tank fill NPT inlet and internal manifold shall be provided on the left rear of the tank. If the direct tank fill inlet is located on the rear tank wall, the inlet manifold shall pass through the first baffle and feature a turn down to eliminate any possible damage to the tank or baffles while filling the tank. **WATER TANK DRAIN PROVISIONS**

A 3" plugged drain provision shall be installed in the bottom of the water tank, sump, or plumbing for water tank draining and the flushing-out of debris.

DIRECT TANK FILL - REAR DRIVERS SIDE

A valve for direct filling of the tank shall be supplied. The 1/4 turn valve shall be configured with 2-1/2" NH female threads, debris screen, threaded plug with retention chain and lever handle. The valve shall be located on the drivers side rear of the apparatus.

BACK PACK FILL SYSTEM

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There shall be one (1) back pack fill system provided and installed on the lower area of the pump panel. The valve plumbing shall be 3/4" I.D. hose.

CLASS A FOAM TANK SPECIFICATIONS

The Class A foam tank shall have a capacity of 20 gallons. The foam tank shall be manufactured by UPF and have a lifetime warranty.

The tank shall be equipped with a positive sealing pressure/vacuum vent type cap, a low foam concentrate sensor that turns off the foam pump at a pre-set level, a visual sight gauge, an easily accessible brass or stainless steel drain valve located at the lowest point of the foam tank and an accessible brass or stainless steel cleanable strainer installed in the supply line from the foam tank to the foam pump.

The foam tank shall be mounted on a removable sub-structure. The tank will have a positive tie down. The tie down will allow for easy removal of the foam tank.

The foam tank will have two (2) quarter turn brass or stainless shut off valves at the pump supply and fill lines to allow for the removal of the tank without loss of foam. The float switch harness and the foam concentrate supply and fill lines shall have connections located adjacent to the tank to facilitate foam tank removal. **FOAM TANK FILL AND VENTING PROVISIONS**

The foam concentrate tank shall be provided with a fill pipe having a volume of not less than 2 percent of the total tank volume. The filler opening shall be capped with a sealed air-tight threaded cover. The fill opening shall be designed to incorporate a removable screen and shall be located so that foam concentrate from a five (5) gallon container can be dumped into the tank.

The foam tank filler shall be equipped with a pressure/vacuum vent that enables the tank to compensate for changes in pressure or vacuum when filling or withdrawing foam concentrate from the tank. The pressure/vacuum vent shall not allow atmospheric air to enter the foam tank except during operation or to compensate for thermal fluctuations. The vent shall be protected to prevent foam concentrate from escaping or directly contacting the vent at any time. The vent shall be of sufficient size to prevent tank damage during filling or foam withdrawal.

A color coded label or visible permanent marking that reads "CLASS A -- FOAM TANK FILL" shall be placed at or near the foam concentrate tank fill opening. An additional label shall be placed at or near any foam concentrate tank fill opening stating the type of foam concentrate the system is designed to use.

Any restrictions on the types of foam concentrate that can be used with the system shall also be stated, along with a warning message that states "WARNING: DO NOT MIX BRANDS AND TYPES OF FOAM." A 3/4" diameter connection, piping, and gate type valve shall be installed for the foam tank for draining purposes.

ADJUSTABLE UNISTRUT

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Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) channels on the left wall and two (2) channels on the right wall. The tracks shall be positioned to provide support for equipment mounting. The length of the tracks shall be sized to allow for optimum use of the compartment interior.

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Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) horizontal channels on the back wall of the compartment.

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) vertical channels on the back wall of the compartment.

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Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) vertical channels on the back wall of the compartment.

ADJUSTABLE SHELF

There shall be (2) adjustable shelf(elvs) installed; and the shelf(elvs) shall be constructed of .125" thick smooth aluminum plate and be mounted in the specified compartment with double bolt aluminum shelf brackets. The shelf(elvs) shall have a broken front edge, and a broken rear edge for added strength and reinforcement. **ADJUSTABLE SHELF**

There shall be (1) adjustable shelf(elvs) installed; and the shelf(elvs) shall be constructed of .125" thick smooth aluminum plate and be mounted in the specified compartment with double bolt aluminum shelf brackets. The shelf(elvs) shall have a broken front edge, and a broken rear edge for added strength and reinforcement. **ADJUSTABLE SHELF**

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There shall be one (1) 500# capacity roll out tray(s) provided and installed in the specified compartments. The tray(s) shall be constructed of .188" smooth aluminum with a 2" lip on all four sides. The tray(s) shall roll fully out of the compartment, and shall be equipped with a locking device to hold the tray in both the in and out positions.

ALUMINUM ON BACK WALL OF COMPARTMENT

There shall be a 3/16" aluminum panel mounted to the back wall of the compartment for the purpose of mounting equipment. The equipment mounting board shall be mounted to unistrut. **ALUMINUM ON SIDE WALL OF COMPARTMENT**

There shall be a 3/16" aluminum panel mounted to the side wall of the compartment for the purpose of mounting equipment. The equipment mounting board shall be mounted to unistrut. No compartment floor grating shall be provided in specified compartment. No compartment floor grating shall be provided in specified compartment. No compartment floor grating shall be provided in specified compartment. No compartment floor grating shall be provided in specified compartment. No compartment floor grating shall be provided in specified compartment. No compartment floor grating shall be provided in specified compartment. No compartment floor grating shall be provided in specified compartment. No compartment floor grating shall be provided in specified compartment.

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No shelf grating shall be provided on the specified shelf. No shelf grating shall be provided on the specified shelf. No shelf grating shall be provided on the specified shelf. No shelf grating shall be provided on the specified shelf.

BUMPER COMPARTMENT GRATING

The specified bumper compartment shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

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BUMPER COMPARTMENT GRATING

The specified bumper compartment shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

The specified Dri-Dek grating shall be black in color.

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The specified Dri-Dek grating shall be black in color.

The straps shall be black in color.

The straps shall be black in color.

12 VOLT ELECTRICAL SPECIFICATIONS

The following describes the low voltage electrical system on the apparatus including all panels, electrical components, switches and relays, wiring harnesses and other electrical components. The apparatus manufacturer shall conform to the latest Federal DOT standards, current automotive electrical system standards, and the applicable requirements of the NFPA 1906.

Wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for which the circuit is protected. Voltage drops shall not exceed 10 percent in all wiring from the power source to the using device. The wiring and wiring harness and insulation shall be in conformance to applicable SAE and NFPA standards. The wiring harness shall conform to SAE J-1128 with GXL temperature properties. Exposed wiring shall be run in a loom with a 290 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.

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All wiring connections and terminations shall provide positive mechanical and electrical connections and be installed in accordance with the device manufacturer's instructions. When wiring passes through metal panels, electrical connections shall be with mechanical type fasteners and rubber/plastic grommets.

Wiring between cab and body shall be split using Deutsch type connectors or enclosed in a terminal junction panel allowing body removal with minimal impact on the apparatus electrical system. Connections shall be insulated with heat shrink crimp-type tubing to resist moisture and foreign debris such as grease and road grime. Weather resistant connectors shall be provided throughout the system.

Electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions. When required, automatic reset breakers and relays shall be housed in the main body junction panel.

There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless enclosed in an electrical junction box or covered with a removable electrical panel. Wiring shall be secured in place and protected against heat, liquid contaminants and damage and shall be uniquely identified at least every six inches (6") by color coding or permanent marking with a circuit function code and identified on a reference chart or electrical wiring schematic per requirements of applicable NFPA 1906 standards.

Low voltage 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. Over current protection devices shall be automatic reset type suitable for electrical equipment and meet SAE standards. All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of maximum current for which the circuit is protected. Electro-magnetic interference suppression shall be provided in the system as required in applicable SAE standards.

The electrical system shall include the following:

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.

All electrical wiring shall be placed in a protective loom or be harnessed.

Exposed connections shall be protected by heat shrink material and sealed connectors.

Large fender washers shall be used when fastening equipment to the underside of the cab roof and all holes made in the roof shall be caulked with silicone.

Electrical components installed in exposed areas shall be mounted in a manner that will not allow moisture to accumulate inside.

A service loop shall be provided behind an electrical appliance to allow them to be pulled away from mounting area for inspection and service work.

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Upon completion of the vehicle and prior to delivery, the apparatus shall be electrically tested and the electrical testing, certifications, and test results shall be submitted with delivery documentation per requirements of NFPA 1906.

ELECTRICAL WIRING HARNESS

The electrical system shall be divided into separate harnesses. The individual harness shall be connected with Deutsch type quick connectors. The wiring and appliances shall be protected by automatic reset type circuit breakers.

REAR CENTER CONSOLE

There shall be a center console located between the rear bucket seats. The rear console shall feature a recessed top storage area with two front drawers each with a pull style latch.

CUSTOM FABRICATED CONSOLE

A custom fabricated electrical console and enclosure shall be located between the driver's and the officer's seating positions. The console shall feature a hinged lid with a radio mounting locations located at the front of the console. The console shall have four (4) cup holders and a rear hinged map box between them with thumb latch. The front of the console shall be angled to help prevent glare on the windshield for nighttime operation. **CUP HOLDER**

The console shall have four (4) cup holders installed. Exact location to be determined at the preconstruction meeting.

CUP HOLDER

The console shall have two (2) cup holders installed. Exact location to be determined at the preconstruction meeting.

BATTERY SWITCH - MASTER DISCONNECT

A battery cutoff switch shall be provided in the cab within easy reach of the driver; by the chassis manufacturer. The switch shall be rated for 300 amps.

BLUE SEA SYSTEMS BATTERY CHARGER

The apparatus shall have a Blue Sea Systems, P12 Battery Charger, model #7531 installed. The battery charger shall be 12V DC and have a total output current of 25A. The battery charger shall be located in a clean and dry area.

BLUE SEA SYSTEMS SHORE POWER

The apparatus shall have a Blue Sea Systems, Sure Eject 20 amp shore power plug installed. The specified Sure Eject shall include a yellow cover. **IDENTIFICATION LIGHTS**

All LED identification lights shall be installed on the vehicle as required by applicable highway regulations.

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LICENSE PLATE MOUNTING AND LIGHT

A predrilled backing plate and LED light shall be installed on the rear for mounting of the license plate. **<u>STOP AND TAIL LIGHTS</u>**

Two (2) Whelen Model #M62BTT, 4" x 6" LED brake, tail, turn with red lenses shall be provided. The light shall be furnished with a optic polycarbonate lens for maximum light spread and furnished with a 6" wire pigtail. The light can be used in combination with a separated turn signal, or alone as a Brake, tail, and turn light.

TURN SIGNALS

Two (2) Whelen M62T light heads shall be installed on the apparatus. The light heads shall feature an amber lens with sequential chevron arrow, with multi flash pattern. **BACK-UP LIGHTS**

Two (2) Whelen M-Series M62BU, 4" x 6" rear LED back-up lights shall be installed. **TAILLIGHT BEZELS**

Two chrome (2) Whelen M Series housings shall be installed at the rear of the apparatus for four (4) Whelen M-Series stop-tail-turn-backup and warning lights. **MAP LIGHT**

One (1) Havis Shields #C-MAP-T-LED 12" LED map light, 12 volt, with a gooseneck arm an on-off switch located on the base of the light shall be installed on the dashboard. **FRONT BUMPER -- GROUND LIGHTS**

There shall be two (2) Tecniq E10, LED ground light(s) installed under the front bumper. **CAB GROUND LIGHTS**

There shall be four (4) Tecniq E10, LED ground lights installed under the cab door(s). **GROUND LIGHTS - PUMP PANEL**

There shall be two (2) Tecniq E10, LED ground lights installed under the pump panel running board(s). **GROUND LIGHTS - UNDER REAR STEP**

There shall be two (2) Tecniq E10, LED ground lights installed under the rear step area.

The ground lights shall be activated when parking brake is set, or the transmission is placed into park (where applicable).

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HOSEBED -- AREA LIGHTS

(4) Tecniq E10 lights shall be provided and installed on hosebed door(s). **PIONEER MICRO**

There shall be two (2) Whelen Pioneer Micro lights provided and installed on the apparatus.

The lights shall be located:

• Two located under the middle steps on the back of the apparatus. They shall be operated by the "Rear Scene" switch located on the Whelen siren controller

PIONEER FLOOD/SPOT SURFACE MOUNT LIGHTHEAD

Four (4) Whelen Pioneer PlusTM Model # PCPSM1C shall be provided and installed on the apparatus. The light head shall have a chrome housing.

WHELEN SCENE LIGHT

One (1) Whelen, Pioneer Summit 30" light bar shall be provided and installed in the front bumper.

The scene lights shall be activated by individual buttons or switches on the cab center console. Left, right, and rear scene light controls.

The scene lights shall be activated by individual switches on the pump operators panel. Left, right, and rear scene light controls.

The fowarad facing scene light(s) shall be activated by individual buttons or switches on the cab center console.

The specified Whelen M6 lights shall be equipped with chrome plastic flange type light bezel mountings. The specified Whelen M6 lights shall be equipped with chrome plastic flange type light bezel mountings. The specified Whelen M6 lights shall be equipped with chrome plastic flange type light bezel mountings. The specified Whelen M6 lights shall be equipped with chrome plastic flange type light bezel mountings. The specified Whelen M6 lights shall be equipped with chrome plastic flange type light bezel mountings. The specified Whelen M6 lights shall be equipped with chrome plastic flange type light bezel mountings. COMPARTMENT LIGHTING

Two (2) Code 3 800 Series Corner LED lights shall be installed in the specified compartment(s). <u>COMPARTMENT LIGHTING</u>

Two (2) Code 3 800 Series Corner LED lights shall be installed in the specified compartment(s). **LIGHTING**

The specified compartment shall have no compartment lighting. COMPARTMENT LIGHTING

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The specified compartment shall have two (2) vertical Code 3 800 series lights installed. <u>COMPARTMENT LIGHTING</u>

The specified compartment shall have two vertical Code 3 800 series lights installed. **<u>COMPARTMENT LIGHTING</u>**

The specified compartment shall have two (2) vertical and one (1) horizontal Code 3 800 series lights installed. COMPARTMENT LIGHTING

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The specified compartment shall have two (2) vertical and one (1) horizontal Code 3 800 series lights installed. **DOOR AJAR SENSOR**

The Specified door(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar. **DOOR AJAR SENSOR**

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The Specified door(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar. **DOOR OPEN WARNING LIGHT**

The door ajar warning system shall be separated into four zones, a Front, Left, Right, and Rear zone. Each zone shall have an individually labeled warning light and also activate an audible alarm. The door ajar lights and audible alarm shall activate only when the apparatus parking brake has been released.

RADIO ANTENNA INSTALLATION

There shall be two (2) radio antenna installed on the apparatus and routed to the cab center console. **<u>RADIO PRE-WIRE</u>**

There shall be a radio pre-wire provided in the cab center console. The prewire shall consist of a battery hot, battery switched, and a ground source.

12 VOLT POWER SOURCE

There shall be two (2) 12 volt plug-in utility power connection(s) rated at 20 amps provided and installed in the cab console.

<u>12 VOLT POWER SOURCE</u>

There shall be two (2) 12 volt plug-in utility power connection(s) rated at 20 amps provided and installed in the cab console.

USB CHARGING PORT

Two (2) USB charging port(s) shall be installed in the cab of the truck for the fire departments accessory devices. The USB charging port shall have two (2) USB connections and shall have a 5 volt, 4.8A output with Intelligent Device Recognition capabilities.

USB CHARGING PORT

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Two (2) USB charging port(s) shall be installed in the cab of the truck for the fire departments accessory devices. The USB charging port shall have two (2) USB connections and shall have a 5 volt, 4.8A output with Intelligent Device Recognition capabilities.

The specified power source shall be wired to the switched battery circuit. The specified power source shall be wired to the switched battery circuit. The specified power source shall be wired to the switched battery circuit. The specified power source shall be wired to the switched battery circuit. BACK UP ALARM

One (1) solid state back up alarm shall be provided at the rear of the apparatus. The back up alarm shall be wired to the reverse circuit of the transmission, and shall provide an audible alarm to the rear of the apparatus when reverse gear is selected. The alarm shall have a volume of 87 to 112 db while in operation.

130° CAMERA WITH 18 INFRARED ILLUMINATORS & 7" DIGITAL MONITOR

A Fire Research inViewTM TrueSightTM model BCA111-A00 kit shall include: (1) one 130° camera with 18 infrared illuminators and (1) one 7" digital monitor.

<u>The 130° Camera shall include the following features</u>: $\frac{1}{3}$ " SONY[®] Color CCD Sensor, 250,000 pixels for Picture Elements and Gamma Correction with R=0.45 to 1.0. Camera shall have Mirror Image capability. (1) One 66 ft. Extension Cable shall be included for the camera. (1) One Screw Kit shall be provided for camera installation. The camera shall have a built-in high gain microphone. The Image Sensor shall provide 600 TV Lines PAL: 500(H) *582(V), NTSC: 510(H) *492(V). The 2.1MM Lens shall have a 130° Viewing Angle. The Waterproof rating shall be IP69K. The 130° Camera shall include an Internal Synchronization Sync System. Infrared Distance shall be 50 Ft. (18 Infrared IR). The Usable Illumination shall be 0 Lux (with IR ON). The Power Source shall be DC 12V (+/-10%). Signal-to-Noise ratio (S/N Ratio) shall be rated for higher than 48DB. The Electronic Iris rating shall be 1/50, 1/60-1/100,000 seconds. Video Output rating shall be 1VP.P 75 Ω . The IR Switch Control shall have a CDS Automatic Control. Vibration and Impact Rating shall be 20G/100G. The Operating and Storage Temperature ratings both shall be -40°F ~ +176°F / RH 95% Max.

The model BCA111-A00 kit shall also include (1) one **7**" **TFT LCD Digital Color Monitor**. The specifications shall be as follows for the monitor:

- Dot Resolution: 800 x 3 (RGB) x 480
- Display Format/Contrast: 16:9 / 500:1
- Display Brightness: 400 CD/m²
- Viewing Angle: U:50° D:60° L/R:70°
- 3 Channel Video Input
- 1 VP-P, 75Ω
- Power Supply DC 12V-24V (+/-10%)
- Power Consumption 5W
- Operating Temperature: $-22^{\circ}F \sim +176^{\circ}F$

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- Video System: Auto NTSC/PAL
- Overall Dimensions: 7" (L) x 5" (H) x 1" (D)
- Weight: 400G
- Vibration Rating: 5G
- Dot Pitch: 0.192 (H) x 0.1805 (V)
- Internal Sync System

HEADLIGHT FLASHER

The headlights shall be set to alternate flash (Wig-Wag). The wig wag shall be triggered by the siren controller slide switch position 3. **ELECTRONIC SIREN**

A Whelen CenCom Core C399 electric siren and lighting control module shall be installed. WHELEN CORE CONTROL HEAD

There shall be a Whelen model CCTL6 control head supplied with the Cencom Core system. It features a 3 section control head, with 8 push buttons, 4- position slide switch with a 7 position rotary knob. A manual siren and air horn button, and 3 traffic advisor control buttons. **SIREN SPEAKER**

SIKEN SPEAKER

One (1) Whelen Model #SA315P siren speaker shall be provided. The 100 watt siren speaker shall be designed in a black nylon composite housing with 123 decibel rating.

ZONE A FRONT UPPER -- LIGHTBAR

One (1) Whelen Model # TB0DDDD Cenator series WeCanx light bar shall be installed on the apparatus. The lightbar shall feature the following:

- Eight forward facing RED/WHT LIN6 lights
- Two forward facing LED take down lights.
- A left and right facing LED take down light.
- Four corner RED/WHT LIN6 lights.

ZONE A -- LOWER FRONT WARNING LIGHTS

Two (2) Whelen M6 Series Model # M6D warning light shall be provided. The warning light shall incorporate Linear Super-LED® and Smart LED® technology.

The lens/reflector assembly shall be sealed and resistant to water, moisture, dust, and other environmental conditions. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The M6D light shall include a split design including red and white LEDs, with a clear lens. **ZONE B AND D-- FRONT INTERSECTION**

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Two (2) Whelen M6 Series Model # M6RC warning light shall be provided. The warning light shall incorporate Linear Super-LED® and Smart LED® technology. The M6RC configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens.

The lens/reflector assembly shall be sealed and resistant to water, moisture, dust, and other environmental conditions. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. **ZONE B AND D LOWER MID-BODY WARNING LIGHTS**

Two (2) Whelen M6 Series Model # M6RC warning light shall be provided. The warning light shall incorporate Linear Super-LED® and Smart LED® technology. The M6RC configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens.

The lens/reflector assembly shall be sealed and resistant to water, moisture, dust, and other environmental conditions. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. ZONE B AND D-- UPPER SIDE REAR WARNING LIGHTS

Two (2) Whelen M6 Series Model # M6RC warning light shall be provided. The warning light shall incorporate Linear Super-LED® and Smart LED® technology. The M6RC configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens.

The lens/reflector assembly shall be sealed and resistant to water, moisture, dust, and other environmental conditions. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. **ZONE C -- UPPER REAR WARNING LIGHTS**

Two (2) Whelen M6 Series Model # M6K warning light shall be provided. The warning light shall incorporate Linear Super-LED® and Smart LED® technology. The M6K configuration shall consist of 18 Super-LEDs and a clear optic polycarbonate lens.

The lens/reflector assembly shall be sealed and resistant to water, moisture, dust, and other environmental conditions. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The M6K light shall include a split design including red and amber LEDs, with a clear lens

ZONE C-- LOWER REAR WARNING LIGHTS

Two (2) Whelen M6 Series Model # M6RC warning light shall be provided. The warning light shall incorporate Linear Super-LED® and Smart LED® technology. The M6RC configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens.

The lens/reflector assembly shall be sealed and resistant to water, moisture, dust, and other environmental conditions. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. **PAINT CODES/COLORS**

The apparatus shall be painted the following color(s).

Freightliner L2978EB White.

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BODY PAINTING SPECIFICATIONS

All exposed surfaces shall be prepared and painted using a multi-step process to ensure a blemish-free, protective coating for the base metal materials.

All removable items, such as brackets and compartment doors, shall be removed and painted separately to insure finish paint behind them after they are reinstalled.

Due to its modular design, the apparatus body shall be completely finish painted prior to its installation on the chassis.

The body shall be sanded, and cleaned. Any imperfections or defects in the metal shall be corrected with premium body filler and then sanded smooth.

An epoxy primer shall be utilized on all painted and coated surfaces and shall prepare the metal for the final paint. The direct-to-metal primer shall be used to create a first level seal allowing secure adhesion between the base metal and the subsequent substrates.

All body and components shall then be primed, thoroughly sanded, and meticulously inspected for any imperfections; which shall be properly corrected.

All surfaces shall then be painted with a base coat of premium paint following the guidelines as established by the paint manufacturer. The body shall be painted using a single color to match the cab primary color, and then shall be buffed to a high gloss finish.

INTERIOR COMPARTMENT FINISH

The interior wall, floor and ceiling surfaces of compartments shall be finished with Rust-Oleum brand Multispec color flecked paint. The final color combination shall be determined in pre-con. The specified compartment(s) shall be coated with Black/Black colored Multi-Spec paint. The specified compartment(s) shall be coated with Black/Black colored Multi-Spec paint. The specified compartment(s) shall be coated with Gray Stone colored Multi-Spec paint. **TOUCH-UP PAINT**

Touch-up paint shall be furnished with the completed truck at final delivery. **VALVE PAINTING**

All exposed valves shall be painted to match the color of the exterior body. The specified part shall be powder coated gloss black.

The front bumper platform shall be bare embossed aluminum diamond plate. Specified part shall include Red and White DOT approved reflective striping. Specified part shall include Red and White DOT approved reflective striping. Specified part shall include Red and White DOT approved reflective striping.

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The BME plaque shall feature white reflective material on the outside of the Maltese cross and red reflective material in the middle.

COMPARTMENT DOOR EDGE STRIPING

The hinged compartment doors shall have reflective striping applied on the edges. The stripe shall be a 1-1/2" minimum in width.

COMPARTMENT DOOR EDGE STRIPING

The hinged compartment doors shall have reflective striping applied on the edges. The stripe shall be a 1-1/2" minimum in width.

The compartment shelf and or shelves shall have reflective striping added to the outside lip. The stripe shall be a 1-1/2" minimum in width.

The compartment shelf and or shelves shall have reflective striping added to the outside lip. The stripe shall be a 1-1/2" minimum in width.

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The compartment shelf and or shelves shall have reflective striping added to the outside lip. The stripe shall be a 1-1/2" minimum in width.

The roll out slide tray and or trays shall have reflective striping applied horizontally on the front and side edges of the tray. The stripe shall be a 1-1/2" minimum in width.

STRIPING PACKAGE- SILVER

- Chevron
 - Printed or Diamond Grade
 - Up to 2 colors
 - Rear Door or Side Panels
- Stripe
 - Up to 6"
 - Up to 2 Colors
 - Straight or Jog

Siddons-Martin Emergency Group

- Identifiers
 - Up to 6 Locations
 - Up to 2 Colors
 - Roof 18" Included
- Door Decals
 - Up to 4
 - Installed

EXTENSION LADDER

One (1) Duo-Safety, 20 foot, three-section aluminum extension ladder shall be provided on the apparatus. The ladder shall meet or exceed latest NFPA standards. **WHEEL CHOCKS**

Two (2) Worden brand, Model #HWC-7WH wheel chocks shall be provided. **5# DRY CHEMICAL FIRE EXTINGUISHER**

One (1) 5# ABC dry chemical fire extinguisher and mounting bracket shall be provided on the apparatus. The extinguisher shall have a pressure gauge and shall be filled with a dry chemical extinguishing agent. **<u>HYDRAULIC JACK</u>**

One (1) hydraulic jack shall be provided. The jack shall be designed for lifting capacity of twelve (12) tons. **LUG WRENCH**

There shall be one (1) lug wrench provided and shipped loose with the completed apparatus. **<u>REFLECTOR</u>**

A set of three (3) triangular reflectors shall be provided.

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Siddons Martin Emergency Group LLC - Public Services - ID: 11564 - -FS12-23

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Siddons Martin Emergency Group LLC, hereinafter referred to as the Contractor, having its principal place of business at 1362 E Richey Road, Houston, TX 77073.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or

employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

- 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- 3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <u>https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting</u>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed

subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins Dec 01 2023 and ends Nov 30 2027. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC

local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H- GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered 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. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. Convenience

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in

either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

(3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. <u>Conflict of Interest Questionnaire:</u> Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <u>https://www.ethics.state.tx.us/forms/CIQ.pdf</u>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC officer or an officer's close family member as defined in the law exists.
- B. <u>Certificate of Interested Parties Form Form 1295</u>: As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website <u>https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm</u>. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that

maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all

times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Siddons I	Martin Emergency Group LLC	H-GAC	
Signature	DocuSigned by: Juff Dovan B2D885F9B5D14E7	Signature	DocuSigned by:
Name	Kathryn Williams	Name	Chuck Wemple
Title	Vice President	Title	Executive Director
Date	12/11/2023	Date	12/12/2023

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Siddons Martin Emergency Group LLC - Public Services - ID: 11564

MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. CUSTOMER/END USER Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

<u>ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL</u> <u>CERTIFICATION</u>

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "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; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of \$250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Fire Apparatus and Related Vehicles

Request For Proposal HGACBuy/Cooperative Purchasing Program 07230 **Project ID:** FS12-23 **Release Date:** Wednesday, July 26, 2023 • **Due Date:** Thursday, September 14, 2023 12:00pm Posted Wednesday, July 26, 2023 7:00am Bid Unsealed Thursday, September 14, 2023 12:05pm Pricing Unsealed Thursday, September 14, 2023 12:05pm

4. Specifications/Categories/Scope of Work

This is an indefinite quantity/indefinite delivery offerings contract. The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.

4.1. Overview

H-GAC is soliciting responses for selecting qualified manufacturers, dealers, distributors, and service providers of Fire Apparatus and Other Special Service Vehicles and related services to make these types of products and services available to Customers of the HGACBuy Cooperative Purchasing Program under blanket type contracts. Customers (end users) may require selective acquisitions of equipment and/or services OR full turnkey projects necessitating additional services, training, and maintenance agreements. H-GAC is seeking the broadest possible selection of available fire apparatus and special service vehicles to best serve our customers by providing the largest selection of products/services available to meet their needs. This solicitation may include a request for a discount percent off price catalog, category, or manufacturer, or price list for supplies, materials, or not to exceed hourly rates for installation or repair. Respondents are not required to provide offerings on all categories. Please note: awarded contracts for FS12-23 allow contractors to update their manufacturer pricing and product offerings at any time during the course of the four-year contract term.

4.2. Categories

This Solicitation is divided into twelve (12) separate but related product categories (A-L). When submitting a response, Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer's new and current model and must be fully operational upon delivery to the Customer.

This solicitation does not include ambulances - please see HGACBuy Contract AM10-20 and AM10-23.

Alternative Fuel Vehicles: All responses that include electric, hybrid, or other alternative fuel vehicles must include these vehicles in Category I. If that specific vehicle is also available with an internal combustion engine (ICE),

please list the ICE vehicle separately in the appropriate vehicle category. Category I will only include the alternative fuel vehicles, regardless of vehicle function or type.

Product categories are as follows:

A. Wildland Fire Apparatus - Brush Fire, Off-Road Tenders/Tankers, Crew Carriers, Slip-in Units, etc.

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, type/function, model, chassis (make and model), cab configuration, 2WD/4WD, and fuel type, and tank and pump.

B. Aerial Fire Apparatus - Boom/Platform, Ladder, Ladder/Platform, etc.

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, aerial category/construction, aerial functions, cab types, and axle configurations.

C. Pumper Fire Apparatus

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, cab types, axle configurations, tank capacities/construction, and pump capacity/position.

D. Pumper-Tanker/Tanker/Tender Fire Apparatus

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, cab types, axle configurations, tank capacities/construction, and pump capacity/position.

E. Aircraft Rescue & Fire-Fighting Vehicles (ARFF)

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, cab types, axle configurations, and by Class Types 1-5.

F. <u>Special Service Apparatus – Rescue/Fast Response, Re-Hab, Hazmat, Mobile Emergency</u> <u>Command/Communication Centers/Trailers, Light/Air Vehicle, Dive Response Vehicle, ATV/UTV Response</u> <u>Vehicles, Mobile Fire Pump Testers, etc.</u>

Response listings/descriptions must be organized by Manufacturer, function, type, or purpose of the apparatus/vehicle, and include brief and concise details about the vehicle.

G. Fire Boats, Rescue Boats, Emergency Response Boats

Response listings/descriptions must be organized by major sub-categories including Manufacturer, type, function, size, and propulsion.

H. Fire Command Vehicles - Light, medium, and heavy-duty pickups and SUVs

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, and 2WD/4WD, fuel type.

I. Electric/Alternative Fuel Fire Apparatus

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, vehicle type, fuel/propulsion type, and function.

J. Fire Apparatus/Vehicle Service/Maintenance Plans

Response listings/descriptions must include plan details, including details about which fees are included in costs, and items such as labor rates, and fee structures.

K. Fire Apparatus/Vehicle Parts and Supplies

Response listing need only to include percentage discount.

L. Fire Apparatus/Vehicle Options

Please provide a complete listing or catalog of options, accessories, and loose equipment offered. Please clearly indicate if the options are model or vehicle specific, or only available for specific models or vehicles. Options must be clearly identified as upgrades or downgrades and clearly show the net effect to the price of the base model. (Please upload in Section 9.1.4 Required Documents.)

4.3. General Requirements

All products priced and sold pursuant to this Solicitation must, as applicable:

- 1. Meet all applicable requirements of federal, state and local laws and regulations.
- 2. Be manufacturer's normal offering with all standard features and functions and performance levels.
- 3. Be ready for turn-key operation upon delivery.
- 4. Respondent must include specifications, brochures, warranty information, and any other relevant product information with solicitation Response.

Note: "Unpriced/unpublished" options cannot be quoted on the Base Pricing List and may not be sold through this contract.

4.4. Additional Requirements

Licenses

- Contractor must have and maintain the appropriate license(s) as required by the State of Texas, Department of Transportation, Department of Motor Vehicles, Motor Vehicle Commission Code [latest edition], or any other local, state and federal licenses required and which are applicable to the respondent's operations.
- 2. The prescribed licenses must include the manufacturer/respondent, and any and all dealers and their representatives as may be required by the Motor Vehicle Department. Contractor must ensure all

emergency and specialty vehicles sold are in accordance with the laws of the state where the sale and acquisition are made.

Contractor must maintain all licensing required by the State of Texas as applicable to their business
operations during the entire contract term. If during the contract period such licensing lapses, Contractor will
be in default and become subject to contract termination unless issued a stay or waiver.

<u>Manuals</u>

- 1. Contractor must supply at the time of delivery, at least two (2) sets of complete operations and service documentation covering the completed emergency vehicles as delivered and accepted.
- Respondent must supply the following information with their response: Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly show all the standard features and capabilities of each response listing.

Warranty

Contractors must comply with the minimum warranty and maintenance requirements described below for any products or services provided under this Solicitation.

- 1. Contractor must furnish with response, and for all equipment sold through this H-GAC contract, the manufacturer's general warranty, which must be honored by all the manufacturer's authorized service locations.
- 2. All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (such as: hourly labor rates, shop fees, supply fees, environmental fees).
- 3. The Contractor will handle all warranty claims and all work must be completed within ten (10) calendar days after receipt of equipment/vehicle by the Contractor without cost to H-GAC or the Customer. Delayed warranties must be available for all vehicles and equipment. Warranty start date will be effective the date that the completed unit is placed into service by the Customer. The Contractor must furnish a delayed warranty card/document for each unit delivered and/or advise the Customer of the procedures to be followed for obtaining the delayed start of warranty coverage. Requests for delayed warranties will not exceed six months after delivery.
- 4. Any and all documents necessary to effect manufacturer's warranty must be properly applied for and submitted by the Contractor. The Contractor will provide to H-GAC and the Customer a manufacturer's warranty which will be honored by any of the manufacturer's authorized dealers and a complete copy must be provided at the time of delivery. When additional warranties are available as standard, they must be included as a part of the response for the benefit of H-GAC and Customer.
- 5. The patient compartment, all modifications to the OEM chassis by Contractor on the accepted unit, and equipment and parts will be guaranteed for a minimum period of one (1) year against defects in design,

materials, and workmanship. The warranty period will begin upon final acceptance of the equipment. This warranty will cover parts and labor expenses.

- 6. In the event any component part of equipment or materials furnished under these specifications, or its subsequent contract(s), becomes defective by reason of material or workmanship during said period, and the end user agency immediately notifies Contractor of such defect, Contractor will, at no expense to the End User agency or H-GAC, repair or replace equipment or component with new equipment or component.
- 7. Warranty of all system equipment is the sole responsibility of the Contractor under contract, but may be performed by their certified, designated agent.

4.5. Vehicle Requirements

All equipment and vehicles must be new and be the manufacturer's latest and current model. Each vehicle must be fully assembled, adjusted, serviced and ready for immediate and continuous operation upon delivery. If the equipment or vehicle does not meet the specification requirements upon delivery, Contractor will be responsible for correcting all deficiencies and making any corrections or adjustments needed to attain specification requirements.

All equipment and vehicles must conform to applicable local, state, federal requirements and must comply to all applicable industry standards including National Fire Protection Association (NFPA), Department of Transportation, United States Coast Guard (USCG), and Occupational Safety and Health Administration (OSHA).

4.6. Service / Maintenance Plans and Parts

All service/maintenance plan listings must clearly indicate the cost structure for such plans, including which costs and fees are included (ex: hourly labor rates, shop fees, supply fees, environmental fees).

4.7. Labor Hours Definitions

If the awarded contract contains hours for labor related services, the following definitions will apply:

- 1. "Business Day" Monday through Friday
- 2. "Business Hours" Standard Business Hours 8 a.m. to 5 p.m.
- 3. "Regular Time" Work that occurs during standard business hours
- 4. "Emergency Time" Work that occurs outside standard business hours

4.8. Administrative Fee

For each purchase order processed under an awarded contract, H-GAC will directly invoice the contractor an administrative fee (Order Processing Charge) applicable to the sale of all equipment and services submitted in contractor's response. It is the contractor's responsibility to remit the administrative fee within thirty (30) days of processing any customer's purchase order, even if an invoice is not received from H-GAC. Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. For this solicitation the administrative fee is as follows:

Administrative Fee (per Purchase Order)	
Category A – Brush Trucks/Light Rescue	\$1,000 per purchase order
Category B – Aerial Fire Apparatus	\$2,000 per purchase order
Category C – Pumper Fire Apparatus	\$2,000 per purchase order
Category D – Pumper/Tanker and Tanker Apparatus	\$2,000 per purchase order
Category E – ARFF Apparatus	\$2,000 per purchase order
Category F – Special Service Vehicles	
Heavy Rescue*/Special Service	\$2,000 per purchase order
Light Rescue/Quick Response	\$1,000 per purchase order
All Trailers	2% of purchase order
*Heavy Rescue is vehicle with GVWR of 26,000 and above.	
Category G – Fire/Rescue/Emer. Response Boats	2% of purchase order
Category H - Fire Command Vehicles	\$1,000 per purchase order
Category I - Alternative Fuel Vehicles	Fee determined by category of vehicle
Category J –Service/Maintenance Plans	2% per purchase order
Category K - Fire Apparatus/Vehicle Parts and Supplies	2% per purchase order
Category L - Fire Apparatus/Vehicle Options	No separate fee - part of vehicle

4.9. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

--End of section--

Attachment A Siddons-Martin Emergency Group, LLC Fire Apparatus and Related Vehicles Contract No.: FS12-23

Manufacturer	Product	Item Description	Offered List Price	HGACBuy Discount
		Category A - Wildland and Brush		
Pierce	23W-101	1019 Ford F-550 Pumper - 1019	\$ 366,288.00	5%
Pierce	23W - 103 International Type 3	International Wildland-1039	\$ 581,003.00	5%
Pierce	23W - 104 International Urban	International Urban Interface-1040	\$ 491,716.00	5%
BME Fire Trucks	Summit	Navistar, 4x4, 4-Door, Model 34, 1000 GPM Pump, 500 Gallon Water Tank	\$ 544,632.00	5%
BME Fire Trucks	Targhee	Navistar, 4x4, 4-Door, Model 34, 500 GPM Pump, 500 Gallon Water Tank	\$ 529,854.00	5%
BME Fire Trucks	Rocky Mountain	Navistar, 4x4, 4-Door, Type 3, Model 346/500R, 600 Gallon Water Tank, 500 GPM Pump	\$ 455,062.00	5%
BME Fire Trucks	Aspen	Navistar, 4x4, 4-Door, Type 4, 800 Gallon Water Tank, 1.5AGE Pump	\$ 449,583.00	5%
BME Fire Trucks	McCall	Dodge, Type 6, 300 Gallon Water Tank, 1.5AGE Pump	\$ 294,167.00	5%
BME Fire Trucks	Ponderosa	Type 6, 300 Gallon Water Tank, 1.5AGE Pump	\$ 325,057.00	5%
BME Fire Trucks	Sawtooth	Type 6, 300 Gallon Water Tank, 1.5AGE Pump	\$ 329,057.00	5%
BME Fire Trucks	Big Horn	Navistar, 4x4, 4-Door, Wildland Urban Interface, 750 Gallon Water Tank, 1000 GPM Pump	\$ 606,667.00	5%
		Category B - Aerial Fire Apparatus		
Pierce	23A-101	Enforcer Chassis, Single Rear Axle, 75' Aerial - 1027	\$ 1,436,022.00	5%
Pierce	23A-102	Enforcer Chassis, Tandem Rear Axle, PUC, 75' Aerial - 1028	\$ 1,474,688.00	5%
Pierce	23A-103	Velocity Chassis, Tandem Rear Axle, 100' Aerial - 1029	\$ 1,648,105.00	5%
Pierce	23A-104	Enforcer Chassis, Single Rear 107' Aerial -1030	\$ 1,589,837.00	5%
Pierce	23A-105	Enforcer Chassis, Tandem Rear Axle, 107' Aerial - 1031	\$ 1,699,833.00	5%
Pierce	23A-106	Velocity Chassis, Tandem Rear Axle, 105' Aerial - 1032	\$ 1,646,299.00	5%
Pierce	23A-107	Velocity Chassis, Tandem Rear axle, 100' Rear mounted Platform - 1033	\$ 1,912,763.00	5%
Pierce	23A-108	Velocity Chassis, Tandem Rear axle, 100' Aluminum Rear mounted Platform - 1034	\$ 2,017,959.00	5%
Pierce	23A-109	Enforcer Chassis, Tandem Rear axle, mid-mounted 100' platform - 1035	\$ 2,101,962.00	5%
Pierce	23A-110	Enforcer Chassis, 107' Tractor Drawn Aerial - 1036	\$ 2,066,551.00	5%
Pierce	23A-111	Enforcer Snozzle - 1037	\$ 1,314,701.00	5%
		Category C - Pumper Fire Apparatus		
Pierce	23P-102	Freightliner M2-106 Responder, 1000 Tank, 1250 Pump 1020	\$ 397,469.04	5%
Pierce	23P-103	International 4 door 1000 tank, 1250 Pump Pumper 1026	\$ 526,585.97	5%
Pierce	23P-104	Saber Pumper, 750 Tank, 1500 pump 1022	\$ 881,807.87	5%
Pierce	23P-105	Enforcer Pumper 750 tank, 1500 pump 1023	\$ 956,324.96	5%
Pierce	23P-106	Enforcer PUC Pumper 750 tank, 1500 pump 1024	\$ 1,035,341.76	5%
Pierce	23P-107	Velocity Pumper 1025	\$ 967,322.35	5%
Pierce	23P-108	Velocity PUC Pumper 1038	\$ 1,049,384.90	5%
		Category D - Pumper Tanker/Tender		
Pierce	23PT-101	Freightliner 2000 Gallon Tanker - 1041	\$ 511,866.00	5%
Pierce	23PT-102	International 2000 Gallon Tanker -1042	\$ 498,571.00	5%
Pierce	23PT-103	Saber 2000 Gallon Tanker - 1043	\$ 899,378.00	5%

23PT-104	Enforcer 2000 Gallon Tanker - 1044	\$	982,413.00	5%
23PT-105	Freightliner 3000 Tandem Tanker - 1045	\$	507,344.00	5%
23PT-106	International 3000 Tandem Tanker - 1046	\$	520,168.00	5%
23PT-107	Saber Tandem 3000 Tanker - 1047	\$	985,111.00	5%
23PT-108	Enforcer Tandem 3000 Tanker - 1048	\$	1,048,825.00	5%
23PT-109	Velocity Tandem PUC 2500 Tanker - 1049	\$	1,109,887.00	5%
Tahoe	2000 Gallon Water Tender	\$	483,632.00	5%
Cascade	3000 Gallon Water Tender	\$	552,502.00	5%
Clearwater	Navistar, 4x4, 4-Door, 1250 Gallon Water Tank, 500 GPM Pump Extreme Water Tender	\$	533,552.00	5%
Mammoth	1250 Gallon Extreme Water Tender, Navistar 2-Door Cab	\$	501,135.00	5%
Payette	1800 Gallon Tactical Water Tender	\$	484,061.00	5%
	Category E - ARFF Vehicles			
23AR-101	Oshkosh Striker 4x4, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (375/750 gpm)	\$	1,141,252.35	5%
23AR-102	Oshkosh Striker 6x6, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (3000 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven Waterous CRQB, Single Stage Centrifugal, 1950 gpm at 250 psi)	\$	1,217,470.80	5%
23AR-103	Oshkosh Striker 8x8, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (4500 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven Waterous CRQA, Single Stage Centrifugal, 1950 gpm at 240 psi)	\$	1,784,346.90	5%
23AR-104	Oshkosh New Generation Volterra Striker 6X6, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (4500 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Waterous CRQB, Single Stage Centrifugal, 1950 gpm at 250 psi), dual engine driveline	\$	2,390,151.75	5%
23AR-HS	H-Series Chassis; 2-Door, Aluminum Cab, 2 Passenger Seating, 50,000 GVWR, Single Axle	\$	713,119.00	5%
23AR-HTA	HT. Series Chassie 2-Door Aluminum Cab 2 Passenger Seating 55 000 GVWR Single Ayle	\$	624,947.00	5%
	Category F - Special Service VehiclesVehicles			
23SS - 101	Ford F-550 Rescue 12' -1050	\$	278,709.00	5%
		\$	975.772.00	5%
				5%
		\$		5%
				5%
				5%
				5%
				5%
				5%
				5%
				5%
	Rapid Response Command Unit, Ford Transit-350 Van, 2WD, 20 feet overall length, Single			5%
	axle, Gasoline Critical Response Command Unit, Ford Transit-350 High Roof Van, 2WD, 9,500 GVWR, 22	\$ \$		5%
CPII 22				5%
CRU-22 C-23	feet overall length, Single axle, Gasoline Mobile Command Unit, Mercedes-Benz Sprinter 3500, 23 feet overall length, 2WD, Single	\$	353,163.00 306,919.00	5%
	23PT-105 23PT-106 23PT-107 23PT-108 23PT-109 Tahoe Cascade Clearwater Mammoth Payette 23AR-101 23AR-102 23AR-103 23AR-104 23AR-104	23PT-105 Freightliner 3000 Tandem Tunker - 1045 23PT-106 International 3000 Tanker - 1046 23PT-107 Saber Tandem 3000 Tanker - 1048 23PT-108 Enforcer Tandem 3000 Tanker - 1049 23PT-109 Velocity Tandem PUC 2500 Tanker - 1049 Taboe 2000 Gallon Water Tender Clascade 3000 Gallon Water Tender Clearwater Navistar, 4x4, 4-Door, 1250 Gallon Water Tank, 500 GPM Pump Extreme Water Tender Mammoth 1250 Gallon Extreme Water Tender, Navistar 2-Door Cab Payotte 1800 Gallon Tactical Water Tender Category E - ARFF Vehicles Category E - ARFF Vehicles 23AR-101 Oshkosh Striker 4x4, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600 1200 gpm), Done Handline (Foam Water), Water Tank Capacity (300 gpm), bumper Turret (300 gpm), One Handline (Foam Water), Water Tank Capacity (300 gpm), Jumper Turret (300 gpm), One Handline (Foam Water), Water Tank Capacity (300 gpm), Jumper Turret (300 gpm), One Handline (Foam Water), Water Tank Capacity (420 gpl), Fire Pum (Power divider drived Waterous CRQ), Single Stage Centrifugal, 1950 gpm at 240 ppi) 23AR-103 Oshkosh Striker 8x8, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600 (200 gpm), One Handline (Foam Water), Water Tank Capacity (420 gpl), Fire Pum (Power divider drived Waterous CRQ), Single Stage Centrifugal, 1950 gpm at 240 ppi), dual engine drivel free 23AR-103 Shkosh Striker 8x8, 2-Door, Aluminum	23PT-105 Freightliner 3000 Tanker - 1045 \$ 23PT-106 International 3000 Tanker - 1047 \$ 23PT-107 Saker Tandem 3000 Tanker - 1047 \$ 23PT-108 Enforcer Tandem 3000 Tanker - 1048 \$ 23PT-109 Velocity Tandem PUC 2500 Tanker - 1049 \$ Tahce 2000 Gallon Water Tender \$ Caccade 3000 Gallon Water Tender \$ Caccade 3000 Gallon Water Tender \$ Cacade 1200 Gallon Extreme Water Tender, Navistar 2-Door Cab \$ Payette 1800 Gallon Tactical Water Tender \$ Category E - ARFF Vehicles \$ 23AR-101 Osbkosh Striker 6x6, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (375/750 gpm \$ 23AR-102 Osbkosh Striker 6x6, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (3001/200 gpn), Dumper Turret (200 gpm), One Handline (FuantWater), Water Tank Capacity (2000 gpl), Dumper Turret (200 gpm), One Handline (FuantWater), Water Tank Capacity (2000 gpl), Fung Furei (200 gpm), One Handline (FuantWater), Water Tank Capacity (2000 gpl), Fung Furei (200 gpm), One Kandline (FuantWater), Water Tank Capacity (2000 gpl), Fung Furei (200 gpn), One Kandline (FuantWater), Water Tank Capacity (2000 gpl), Fung Fung (Flower divider driven Waterous CRQA, Single Stage Centrifyed, 1950 gpm at 250 pa) \$ 23AR-104 Rokosh Striker Sk, 2-Door, Aluminum Cab, 2 Passenger Seating, 5000 GWR, Single Atak \$ 23AR-104 <	23PT-105 Freightiner 3000 Tanker 1045 \$ 907,344.00 23PT-106 International 3000 Tanker - 1046 \$ 520,168.00 23PT-107 Siker Tandem 3000 Tanker - 1047 \$ 985,111.00 23PT-108 Enforcer Tandem 3000 Tanker - 1048 \$ 1,048,825,00 23PT-109 Velocity Tankem 5000 Tanker - 1049 \$ 1,048,825,00 Cascade 3000 Gallon Water Tanker 1049 \$ 552,912.00 Cascade 3000 Gallon Water Tanker 1048 \$ 552,912.00 Clascade 3000 Gallon Water Tanker 1049,887.00 \$ 533,552.00 Mammoth 1250 Gallon Extreme Water Tender, Navistar 2-Door Cab \$ 51,135.00 Payetic 1800 Gallon Tartical Water Tender, Navistar 2-Door Cab \$ 484,061.00 Category B - ARFF Vehicles \$ 484,061.00 \$ 1,141,252.35 23AR-101 Onkoch Striker 6x1, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (70750 gpn gpn), One Handline (Foam Water), Water Tank Capacity (1500 gpn), and Handline (Foam Water), Water Tank Capacity (1500 gpl,3), Fine Tang (Power divider driven Wateroas CRQB, Single Stage Centrifingl, 1950 gpn at 250 ps1) \$ 1,217,470.89 23AR-102 Onkoch Striker 6x6, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (000120 gpn), One Handline (Foam Water), Water Stake CRQB

Frontline Communications	C-30	Mobile Command Unit, Freightliner M2-106 with custom aluminum body, 33,000 GVWR, 30 feet overall length, 2WD, Single axle, Diesel	\$	587,098.00	5%
Frontline Communications	C-35	Mobile Command Unit, Freightliner M2-106 with custom aluminum body, 33,000 GVWR, 35 feet overall length, 2WD, Single axle, Diesel	\$	669,849.00	5%
Frontline Communications	C-40	Mobile Command Unit, Freightliner M2-106 with custom aluminum body, 54,000 GVWR, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	\$	735,953.00	5%
Frontline Communications	C-40 Enforcer	Mobile Command Unit, Pierce Enforcer custom chassis with custom aluminum body, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	\$	1,546,944.00	5%
Frontline Communications	C-40 Saber	Mobile Command Unit, Pierce Saber custom chassis with custom aluminum body, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	\$	1,017,416.00	5%
Frontline Communications	C-40 Velocity	Mobile Command Unit, Pierce Velocity custom chassis with custom aluminum body, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	\$	1,259,403.00	5%
Frontline Communications	C-28T	Mobile Command Trailer - Custom aluminum body, 28 feet overall length, Dual axle	\$	308,961.00	5%
Frontline Communications	C-35T	Mobile Command Trailer - Custom aluminum "gooseneck" body, 35 feet overall length, Dual axle	\$	394,976.00	5%
Frontline Communications	C-53T	Mobile Command Trailer - Custom aluminum body, 53 feet overall length, Dual axle	\$	1,241,546.00	5%
Frontline Communications	C-RTR	Refurb/Technology Refresh Command Vehicle - Customer-furnished vehicle, refurbish interior and/or exterior, upgrade technology	\$	292,975.00	5%
BME Fire Trucks	Sequioa	10 Man Crew Carrier Vehicle	\$	378,634.00	5%
		Category G - Fire/Rescue Boats			
Lake Assault Boats	23LAB - 101	LAB 21' Landing Craft, 8.5' beam, T-top, Emergency light bar, siren, 12" Sonar GPS Chartplotter, Scene lights, Trailer.	\$	215,210.34	5%
Lake Assault Boats	23LAB - 102	LAB 22' RHIB, 8.5' beam, T-top, emergency light bar, 10" sonar GPS chartplotter, Trailer	\$	200,093.94	5%
Lake Assault Boats	23LAB - 103	LAB 24' V-hull, 8.5' beam, T-top, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer	\$	220,506.78	5%
Lake Assault Boats	23LAB - 104	LAB 24' Landing Craft, 8.5' beam, T-top, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer.	\$	229,419.30	5%
Lake Assault Boats	23LAB - 105	LAB 26' V-hull, 9.5' beam, T-top, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer.	\$	243,629.40	5%
Lake Assault Boats	23LAB - 106	LAB 26' Landing Craft, 9.5' beam, T-top, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer	\$	248,141.52	5%
Lake Assault Boats	23LAB - 107	LAB 28' V-hull, 9.5' beam, walk-a-round pilot house, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer.	\$	287,850.00	5%
Lake Assault Boats	23LAB - 108	LAB 28' Landing Craft, 9.5' beam, walk-a-round pilot house, emergency light bar, siren, 12"	\$	288,978.60	5%
Lake Assault Boats	23LAB - 109	sonar GPS chartplotter, scene lights, Trailer. LAB 32' V-hull, 10.5' beam, walk-a-round pilot house, emergency light bar, siren, 12" sonar	\$	317,508.24	5%
Lake Assault Boats	23LAB - 110	GPS chartplotter, scene lights, Trailer. LAB 32' Landing Craft, 10.5' beam, walk-a-round pilot house, emergency light bar, siren, 12"	\$	319,320.84	5%
Lake Assault Boats	23LAB - 111	sonar GPS chartplotter, scene lights, Trailer. LAB 36' V-hull, 10.5' beam, full-width pilot house, emergency light bar, siren, 12" sonar GPS	\$	345,141.84	5%
Lake Assault Boats	23LAB - 112	 chartplotter, scene lights, Trailer. LAB 36' Landing Craft, 10.5' beam, full-width pilot house, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer. 	\$	347,739.90	5%
		Category H - Command Vehicles			
Chevrolet (Sterling McCall)	1500 PU	2023 Chevrolet Silverado 1500 2WD Crew Cab Custom/Work Truck Short Bed	\$	53,613.00	5%
Chevrolet (Sterling McCall)	2500PU	2023 Chevrolet Silverado 1500 2WD Crew Cab Custom/Work Truck Short Bed	\$	56,975.00	5%
Chevrolet (Sterling McCall)	Tahoe PPV	2023 Chevrolet Tahoe 2WD 5.3L V8	\$	57,680.00	5%
Chevrolet (Freedom)	Tahoe	Chevrolet Tahoe, 4X2	\$	57,540.00	5%
Chevrolet (Freedom)	Tahoe	PPV Tahoe, standard colors, 4X2	\$	58,065.00	5%
Chevrolet (Freedom)	Tahoe		\$	63,000.00	5%
Chevrolet (Freedom)	Tahoe	PPV Tahoe, standard colors, 4X4	\$	56,700.00	5%
Chevrolet (Freedom)	Pick-up	SSV Tahoe, standard colors, 4X2	\$	61,950.00	5%
Chevrolet (Freedom)	Pick-up	SSV Tahoe, standard colors, 4X4	\$	51,135.00	5%
Chevrolet (Freedom)	Pick-up	1500 Crew Cab, standard colors, 4X2	\$	56,700.00	5%
Chevrolet (Freedom)	Pick-up	1500 Crew Cab, standard colors, 4X4	\$	58,065.00	5%
Chevrolet (Freedom)	Pick-up	2500 Crew Cab, standard colors, 4X2	\$	63,000.00	5%
Chevrolet (Freedom)	Pick-up	2500 Crew Cab, standard colors, 4X4	\$	82,845.00	5%
Chevrolet (Freedom)	*	2500 Crew Cab, standard colors, 4X4, Diesel	\$ \$	83,580.00	5%
	Pick-up Suburban	5500 Regular cab, standard colors, 4X2, Amb Prep	\$ \$		
Chevrolet (Freedom)	Suburban	Chevrolet Suburban 4X2		61,635.00	5%
Dodge (Freedom)	Passenger	Dodge Charger Pursuit V8, 4X2	\$	40,845.00	5%
Dodge (Freedom)	Passenger	Dodge Charger Pursuit V6, AWD	\$	41,685.00	5%
Dodge (Freedom)	SUV	Dodge Pursuit Durango V6 AWD	\$	48,300.00	5%

Dodge (Freedom)	SUV	Dodge Pursuit Durango V8 AWD	\$ 51,135.00	5%
Ford (Freedom)	SUV	Ford Explorer Police Pkg, AWD	\$ 48,615.00	5%
Ford (Freedom)	SUV	Ford Explorer Police Pkg, AWD, Ecoboost	\$ 52,815.00	5%
Ford (Freedom)	SUV	Ford Expedition, 4X2	\$ 61,845.00	5%
Ford (Freedom)	SUV	Ford Expedition, 4X4	\$ 66,150.00	5%
Ford (Freedom)	SUV	Ford Expedition, 4X2, SSV	\$ 59,850.00	5%
Ford (Freedom)	SUV	Ford Expedition, 4X4, SSV	\$ 61,110.00	5%
Ford (Freedom)	SUV	Ford Expedition Max 4X2	\$ 62,685.00	5%
Ford (Freedom)	SUV	Ford Expedition Max 4X4	\$ 65,835.00	5%
		Category J - Service/Maintenance Plans		
Oshkosh	ARFF Warranty	Multiple plans available by model - see Siddons-Martin Warranty/Service Table		
Frontline Communications	Vehicle Warranty	Multiple plans available by model - see Siddons-Martin Warranty/Service Table		
BME	Vehicle Warranty	Multiple plans available by model - see Siddons-Martin Warranty/Service Table		
Pierce Manufacturing	Vehicle Warranty	Multiple plans available by model - see Siddons-Martin Warranty/Service Table		

ATTACHMENT A **TEXAS A&M FOREST SERVICE** PURCHASE ORDER **TERMS AND CONDITIONS**

REQUIREMENTS OF AWARDED BID

- Vendor must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form. 1.1
- Vendor must have price per unit shown. Unit prices shall govern in the event of extension errors. 1.2
- Awarded bid was submitted to the Texas A&M Forest 1.3 Service (TFS) on or before the hour and date specified for the bid opening.
- 1.4 Late and/or unsigned bids were not considered under any Person signing bid must have the circumstances. authority to bind the firm in a contract.
- Awarded bid quoted F.O.B. destination, freight prepaid and allowed unless otherwise stated within the order. 15
- Bid prices are to be firm for TFS acceptance for 60 days from opening date. Cash discounts offered will be taken if 1.6 earned
- Bid cannot be altered or amended after opening time. Any 1.7 alterations made before opening time should be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by TFS Purchasing Office based on a written acceptable reason.
- 1.8 Purchases made for TFS are exempt from the State Sales tax and Federal Excise tax. Do not include tax in quotation. Excise Tax Exemption Certificate will be . furnished by TFS upon request.
- TFS reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to 19
- best serve the interests of the TFS. Late, illegible, incomplete, or otherwise non-responsive 1.10 bids will not be considered.
- SPECIFICATIONS
- Vendor shall furnish items as specified by model or catalogue numbers, brand names or manufacture 2.1 referenced on the purchase order.
- Unless otherwise specified, items shall be new and 2.2 unused and of current production.
- All electrical items must meet all applicable OSHA 2.3 standards and regulations, and bear the appropriate listing from UL. FMRC or NEMA.
- TFS will not be bound by any oral statement or 2.4 representation contrary to the written specifications of this purchase order. Manufacturer's standard warranty shall apply unless
- 2.5 otherwise stated in the IFB.
- TIE BIDS 3. Awards will be made in accordance with TAC Rule 20.36 (b) (3) and 20.38 (preferences).
- DELIVERY 41 Delivery shall be within the quoted number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.
- If delay is foreseen, vendor shall give written notice to TFS. Vendor must keep TFS advised at all times of order 4.2 status. Default of promised delivery (without accepted reasons) or failure to meet specifications authorizes TFS to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor. No substitutions permitted without TFS written approval
- 4.3
- 4.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from TFS. Each shipment must be accompanied by a packing slip
- 4.5 which shows the TFS Purchase Order number and the description, quantity shipped and any back-ordered quantity for each item shipped. Each package must be clearly marked with the destination address and TFS Purchase Order number. 5
- INSPECTION AND TESTS All goods will be subject to inspection and test by TFS. Authorized TFS personnel shall have access to any supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the TFS' option, will be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance.

AWARD OF CONTRACT AND FORCE MAJURE 6.

A response to this IFB is an offer to contract based upon the terms, conditions and specifications contained herein. Bids do not become contracts until they are accepted through a TFS purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas, and as same may be amended. Any legal actions must be filed in Brazos County, Texas. The TFS may grant relief from performance of the contract if the vendor is prevented from compliance and performance by the act of war, order of legal authority, act of God, or other unavoidable causes not attributed to the fault or negligence of the contractor. To obtain release on Force Majure, the vendor must file a written request to the TFS.

PAYMENT 7.

Vendor shall submit one (1) copy of an itemized invoice referencing TFS Purchase Order number. TFS will incur no penalty for late payment if made in 30 or fewer days from receipt of goods or services and an uncontested invoice. TFS will not be liable for payment of invoices received six (6) or more months after receipt of goods/services.

PATENTS OR COPYRIGHTS

Vendor agrees to protect the TFS from claims involving infringement of patents or copyrights. VENDOR ASSIGNMENTS 9.

Vendor hereby assigns to TFS any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas. TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967). Inquiries pertaining to quotation must give the quotation number and opening date.

10. BIDDER AFFIRMATION

Signing a bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:

- 10.1 The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted quotation. The bidder is not currently delinquent in the payment of
- 10.2 any franchise tax owed the State of Texas. Neither the bidder nor the firm, corporation, partnership or
- 10.3 institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, or the Federal Antitrust Laws, (see Section 9 above) nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- 10.4 Pursuant to Section 2155.004(a) Government Code the bidder has not received compensation for participation in
- the preparation of the specification for this IFB. Pursuant to Section 231.006 (d), Family Code, re: child support, the bidder certifies that the individual or business 10.5 entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Pursuant to Section 2155.004(b) Government Code the
- 10.6 bidder certifies that the individual or business entity name in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated
- and/or payment withheld if this certification is inaccurate. The Contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and 10.7 harmless the State of recas, all of its onnects, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution of
- Bibliotitation in supplies contract. Bidder agrees that any payment due under this contract will be applied towards eliminating any debt or delinquency, regardless of when it arises, including but not limited to delinquent taxes and child support that is owed to the Other of Towards 10.8 to the State of Texas.
- Bidder certifies that they are in compliance with section 10.9 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, bidder will complete the following information in order for the bid to be evaluated:

Name of Former Executive: Name of State Agency:

Date of Separation from State Agency:

Position with Bidder:

Date of Employment with Bidder: _

- 10.10 Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products in the State of Texas.
- Contractor understands that acceptance of funds under 10.11 this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards. BUSINESS OWNERSHIP Pursuant to Section 231.006 (c), Family Code, quotation
- 11
 - must include name and Social Security Number of each person with at least 25% ownership of the business entity

submitting quotation. Bidders that have pre-registered this information on the TPASS Centralized Master Bidders List have satisfied the requirement. If not pre-registered, attach name & social security number for each person. Otherwise, information must be provided prior to award. NOTE TO BIDDER

12.

Any terms and conditions attached to a bid will not be considered. Such terms and conditions may result in disqualification of the bid.

ALTERNATIVE DISPUTE RESOLUTION 13.

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by Texas A&M Forest Service and the Contractor to attempt to resolve any claim for breach of contract made by the contractor:

(a) A contractor's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, the contractor shall submit written notice, as required by subchapter B, to Robby DeWitt, Associate Director for Finance and Administration. Said notice shall specifically state the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall be given to all other representatives of Texas A&M Forest Service and the contractor otherwise entitled to notice under the parties' contract. Compliance by the contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, Texas Gov't Code.

(b) The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code is the contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Texas A&M Forest Service, if the parties are unable to resolve their disputes under this subparagraph (A).

(c) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by Texas A&M Forest Service nor any other conduct of any representative of Texas A&M Forest Service relating to the contract shall be considered a waiver of sovereign immunity to suit

(1) The submission, processing, and resolution of the contractor's claim is governed by the published rules adopted by the Office of the Attorney General of the State of Texas pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found under Title 1, Part 3, Chapter 68 of the TAC. (2) Neither the occurrence of an event nor the pendency of

a claim constitutes grounds for the suspension of performance by the contractor, in whole or in part.

(3) The designated individual responsible on behalf of Texas A&M Forest Service for examining any claim or counterclaim and conducting any negotiations related thereto as required under Title 10, Subchapter B, Section 2260.052 of the Texas Government Code shall be Robby DeWitt, Associate Director for Finance and Administration (979) 458-7300.

PUBLIC DISCLOSURE

14.

(a) Bidder acknowledges that Texas A&M Forest Service is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. (b) Upon Texas A&M Forest Service's written request, bidder will provide specified public information exchanged

or created under this Agreement that is not otherwise excluded from disclosure under chapter 552, Texas Government Code, to Texas A&M Forest Service in a non-proprietary format acceptable to Texas A&M Forest Service. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which Texas A&M Forest Service has a right of access.

(c) Bidder acknowledges that Texas A&M Forest Service may be required to post a copy of the fully executed Agreement on its internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

REHAB ACT, VEVRAA, SECTION 503 This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

ATTACHMENT A TEXAS A&M FOREST SERVICE PURCHASE ORDER TERMS AND CONDITIONS

- 16. <u>Conflict of Interest.</u> By executing this Agreement, Contractor and each person signing on behalf of Contractor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.
- Prohibition on Contracts with Companies Boycotting Israel. Prohibition on Contracts with Companies Boycotting Israel. To the extent that Texas Government Code, Chapter 2270 applies to this Agreement, PROVIDER certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 18. <u>Certification Regarding Business with Certain</u> <u>Countries and Organizations.</u> Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated if this certification is inaccurate.
- Prohibition on Contracts Related to Persons Involved in Human Trafficking. Government Code, the Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.