SUBJECT: PIGGYBACK HGAC BUY CONTRACT # AM10-18 AMBULANCES, EMS & OTHER SPECIAL SERVICE VEHICLES

BID #: PSC-0318-19 **OPEN DATE:**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: DATE OF AWARD THROUGH SEPTEMBER 30, 2018

AGENCY: FLEET MANAGEMENT DIVISION

BASIS OF AWARD: PIGGYBACK

NUMBER OF BIDS INVITED: ( ) **NUMBER RECEIVED: ( )** **OTHER: ( )**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback Houston-Galveston Area Council (H-GAC) Buy Contract AM10-18 Ambulances, EMS's & Other Special Service Vehicles from Ten-8 Fire Equipment, Inc. via contract with Braun for the purchase of 24 Braun Rescue Vehicles. Period of service is from date of award through September 30, 2020. Total not to exceed expenditure amount is $4,415,616.00.

Funding Source – AFFM513-06401 - To be executed by formal contract through the Office of General Counsel

Attachments: Recommendation Memo, Contract, Vendor Quote and Pricing

ANALYST: _____ Annette Burney **RESPECTFULLY SUBMITTED** _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Crisencio Tongol, Chief, Fleet Management

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

FINANCE AND ADMINISTRATION DEPARTMENT

FLEET MANAGEMENT DIVISION

Jacksonville

Where Florida Begins.

Date: December 10, 2018

To: Gregory Pease, Chief of Procurement Division

Thru: Cris Tongol, Chief of Fleet Management Division

From: David Hylazewski, Equipment Control Administrator

Re: Recommendation of Approval to Piggyback HGAC Buy Contract #MA10-18 Ambulances, EMS & Other Special Service

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Fleet Management Division is requesting approval to piggyback contact HGAC Buy AM10-18 Ambulances, EMS & Other Special Services to purchase 24 new Braun Rescue Units via contract from Ten-8 Fire Equipment, Inc. Period of Service is October 1, 2018 through September 30, 2020. Estimated amount of annual expenditure is $4,415,616.00. Total expenditure not to exceed $4,415,616.00.

AFFM513-06401 – To be executed by contract through Office of General Counsel.

2581 Commonwealth Ave Jacksonville, FL 32254 Phone: 904.255-7499 Fax: 904.381.4607 www.coj.net

COOPERATIVE PURCHASING PROGRAM
Houston-Galveston Area Council of Governments
3555 Timmons, Suite 120, Houston, TX 77027
Phone: 800-926-0234 Fax: 713-993-4548
www.hgacbuy.org

INVITATION TO SUBMIT COMPETITIVE:	☒ **BIDS** ☐ **PROPOSALS**
INVITATION NO.: **AM10-18**	ISSUE DATE: **May 2, 2018**
CATEGORY: **Ambulances, EMS & Other Special Service Vehicles**	

PURPOSE OF THIS INVITATION

The Cooperative Purchasing Program (HGACBuy) of the Houston-Galveston Area Council of Governments is soliciting offerings for the furnishing of products/services as described herein. These products/services may be purchased by any of more than 7,000 member local governments, districts, agencies in 49 states across the nation.

Responses must be submitted in an original and one (1) copy, and shall be subject to the terms, conditions, requirements and specifications detailed in the documents comprising this Invitation. Responses are scheduled to be opened publicly at **H-GAC** offices on the date indicated. For Bid Invitations, responses will be available for public review until 4:00 p.m. CT that day, and on subsequent days by appointment only. Any Responses submitted later than 1:00 p.m. on the due date will be returned unopened to the bidder/proposer.

PROCUREMENT SCHEDULE & DETAILS

DRAFT SPECIFICATION / INVITATION:	March 7, 2018
PRE-BID/PROPOSAL CONFERENCE:	April 12, 2018 @ 9:00 a.m. CT; Conference Room A
FINAL SPECIFICATION / INVITATION:	May 2, 2018
BID/PROPOSAL RESPONSES DUE:	June 7, 2018 @ 1:00 p.m. CT; H-GAC Clock
PUBLIC RESPONSE OPENING:	June 7, 2018 @ 2:00 p.m. CT; H-GAC Clock
RECOMMENDATIONS TO BOARD:	August 21, 2018
CONTRACT START DATE & TERM:	October 1, 2018 thru September 30, 2020

The documents comprising this Invitation are available via web download at: **https://www.hgacbuy.org/bids/**

For assistance regarding this Invitation, please contact:

Name: **Bill Burton** Phone: **832-681-2514** E-mail: **wburton@h-gac.com**

CONTENTS OF THIS INVITATION

SECTION A - General Terms & Conditions

SECTION B - Product/Service Specific Requirements & Specifications (Final)

SECTION C - HGACBuy *FORMS* (Final)

SECTION D - Pro-Forma (Sample) Contract

This procurement conforms to government requirements for Competitive Procurement.

LABELING OF SEALED RESPONSE PACKAGE

IMPORTANT:
You must affix an identifying label to the outside of your Sealed Response Package to ensure proper identification and log-in at HGACBuy offices on receipt. HGACBuy is not responsible for any response that might be lost or misdirected due to improper or unclear labeling. Your label should look as follows and should be affixed conspicuously to the package.

H-GAC Cooperative Purchasing

Sealed Bid/Proposal No. **AM10-18**

DO NOT OPEN IN MAIL ROOM

Responses by E-mail or FAX will not be acceptable. Hard copies, as described herein, plus appropriate electronic media are required.

NOTICE REGARDING NATIONWIDE SALES POTENTIAL

HGACBuy is conducting this procurement with the objective of establishing one or more blanket type contracts for use by our Members. Because our Members are located not only in Texas, but throughout the country, we strongly urge you to participate in the process at the corporate level. If you do not sell direct, your dealer network may still service customers while you handle the administrative functions of providing quotes, accepting purchase orders, and collecting payments. If this is not feasible, we will work with you to subsequently assign your contract to your dealers as necessary to service customers.

Whatever approach you choose to take, there is considerable potential sales value because HGACBuy is being used not only in the State of Texas, but **NATIONWIDE**. This means that HGACBuy contractors will have a special advantage available to them in promoting sales to government agencies throughout the country... the ability to sell products without the need for the buyer to duplicate the competitive bidding process and expend the associated staff time and taxpayer dollars. We believe an HGACBuy contract would enhance your competitive position in the government marketplace, and are eager to work with you to promote the best interests of our participating local governments and qualifying non-profit organizations.

We look forward to your participation in our process. Please contact the HGACBuy staff member listed on the cover of this Invitation for additional information.

HGACBuy THE SMART PURCHASING SOLUTION	**SECTION A** **GENERAL TERMS & CONDITIONS** **FOR BIDS AND PROPOSALS**

INVITATION NO. AM10-18

DESCRIPTION: Ambulances, EMS & Other Special Service Vehicles

TABLE OF CONTENTS

1. INTRODUCTION 2
2. DEFINITIONS, ABBREVIATIONS & ACRONYMS 2
3. NON-BINDING ORAL COMMENTS 4
4. STRUCTURE OF RESPONSE 4
5. BASIC REQUIREMENTS & CONDITIONS 4
6. OFFEROR'S AUTHORIZED SIGNATORY 5
7. SURETY FOR INSURANCE 5
8. CONFIDENTIAL / PROPRIETARY MATERIALS 6
9. REFERENCES 6
10. INSURANCE 6
11. OFFEROR CERTIFICATIONS 6
12. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION 7
13. NON-RESIDENT RECIPROCAL SALES ACT 7
14. TEXAS MOTOR VEHICLE COMMISSION CODE & LICENSING 8
15. INTENT AND SCOPE OF SPECIFICATIONS 8
16. REQUIREMENTS APPLICABLE TO PHYSICAL GOODS 8
17. PRODUCT CODES 8
18. SPECIFIC DESCRIPTIVE REFERENCES 9
19. MANUALS 9
20. STANDARD FEATURES & OPTIONS 9
21. WARRANTIES, SALES & SERVICE 10
22. H-GAC ORDER PROCESSING CHARGE 10
23. PRE-PAYMENTS AND DISCOUNTS 10
24. INSPECTION / TESTING 11
25. PRODUCT DELIVERY 11
26. OFFERED PRODUCT ITEM VARIANCES 11
27. REQUIREMENTS FOR SUBMISSION OF A RESPONSE 11
28. CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS 13
29. INCONSISTENT INFORMATION 13
30. REJECTION OF RESPONSES 13
31. WITHDRAWAL OR MODIFICATION OF RESPONSES 14
32. RESPONSE EVALUATION 14
33. ORDER OF PRECEDENCE PRIOR TO CONTRACT AWARD 14
34. AWARD OF CONTRACT 14
35. PRO-FORMA CONTRACT 14
36. CONTRACT TERM 14
37. PERFORMANCE & PAYMENT BOND 15

38. CHANGE ORDERS 15
39. DUPLICATION OF TERMS OR STATEMENTS 15
40. PUBLICITY 15
41. TAXES 15
42. DRUG FREE WORKPLACE 15
43. PRODUCT NOTICES & MAILINGS 15
44. HANDLING OF ORDERS & PAYMENTS 15
45. PRICE CHANGES 16
46. CONTRACT ITEM CHANGES 17
47. FORCE MAJEURE 17
48. PERFORMANCE UNDER CONTRACT 17
49. IMPLEMENTATION OF INTERNET BASED E-COMMERCE 18
50. CONTRACTOR ORIENTATION/TRAINING 18
51. LEGAL & CONTRACTUAL REMEDIES 18
52. NATIONWIDE SALES OPPORTUNITIES 19

1. INTRODUCTION

The Houston-Galveston Area Council (**H-GAC**) is a "Government-to-Government" procurement service for States, State Agencies, Local Governments, Districts, Authorities, and qualifying Not-for-Profit Corporations (**End Users**). End Users become **Members** of the **H-GAC** Cooperative Purchasing Program (HGACBuy) by executing an Interlocal Contract, which is free of cost and evergreen unless cancelled. HGACBuy, acting on behalf of **Members**, is soliciting competitive offerings for the furnishing of products and/or services, as described elsewhere, which MAY be purchased by **Members** during the contract term. **Members** using the Program issue purchase orders directly to HGACBuy contractors.

2. DEFINITIONS, ABBREVIATIONS & ACRONYMS

The following definitions, abbreviations and acronyms may be found in these specifications, and shall be interpreted herein as specified below.

Definitions and Abbreviations:

Acceptance. Acceptance takes place when the **End User** agrees with the **Contractor** that the terms and conditions of the contract have been met and verified. Acceptance is not the same as Receipt, and can only occur after intact shipping, inspection by **End User**, and any onsite testing that has been stipulated as part of the order

Aggregate/Single Occurrence. The term *"aggregate"* in insurance terms is the sum of all claims against a specific policy for a specific loss incident. The term *"single occurrence"* differentiates between multiple claims and single claims against a specific policy. The inherent value of a policy's aggregate value is less important to an **End User** than is the value of a single claim as stated under *"single occurrence."*

Approved. Acceptable to the "authority having jurisdiction."

ARO. "After Receipt of Order". Used in conjunction with a defined time period (usually days or weeks) to establish the delivery or lead time pursuant to any individual purchase transaction. In the case of orders for bodies which will be mounted on a customer furnished cab/chassis, the term ARO shall be construed to mean "After Receipt Of Cab/Chassis".

Authority Having Jurisdiction. The authority shall be either **H-GAC** or the relevant **End User** based on the requirements as stated in each specification item. Unless specifically stated, the authority shall be **H-GAC**.

Bidder. Any entity that submits a competitive bid to this Invitation. (See also "**Offeror**")

Change Order. Request by an **End User** for a change in the composition of an already submitted purchase order, for example to change quantity ordered, add or delete items, etc.

Contract. Specifically, a contract between **H-GAC** and a successful **Offeror** which is executed based on an award made pursuant this Invitation.

Contract Pricing Worksheet. The standard **H-GAC** form to by used by **Contractor** in preparing a quotation to an End User, upon which End User's purchase order will be based. **Contractor** may use another quotation form provided it contains required information, and only if approved by **H-GAC**.

Contractor. The contracted business entity responsible for fulfilling a contract executed pursuant to this Invitation.

Dealer/Distributor. A duly authorized and/or franchised business entity which sells and services a manufacturer's product in a specified marketing area.

Defect. A discontinuity in a part or a failure to function that interferes with the service or reliability for which the part was intended.

Electronic Media. As used herein, means computer based media such as 100mb Zip Disk, CDRom, e-mail, e-mail attachment, file downloaded from the web, etc.

End User. (See **"Participant"** and **"Member"**)

Listed. Equipment or materials included in a list published by an organization, acceptable to the "Authority Having Jurisdiction" and concerned with product evaluation, that conducts periodic inspection of production of listed equipment or materials and whose listing states either that the equipment or materials meet appropriate standards or has been tested and found suitable for use in a specified manner. NOTE: The means for identifying listed equipment may vary for each organization concerned with product evaluation, some of which do not recognize equipment as listed unless it is also labeled. The "authority having jurisdiction" should utilize the system employed by the listing organization to identify a listed product.

Manufacturer. The person or persons, company firm, corporation, partnership, or other organization responsible for taking raw materials or components and making a finished product.

May. A term indicating a permissive use or an acceptable alternative to a specified requirement.

Member. An authorized Participant in the Program. (See **"Participant"** and **"End User"**)

Motor Vehicle. The meaning of this term shall be based on the legal definition ascribed to it by the laws and/or regulations of the state in which any specific sale made pursuant to a Contract takes place.

Must. A term indicating a mandatory requirement.

Offer or Offering. Any product or service offered in reply to this Invitation.

Offeror. Any entity that submits a competitive bid or proposal in response to this Invitation. Bidder or Proposer.

Participant. Generally, any qualifying governmental or non-profit entity which has executed an Interlocal Contract for cooperative purchasing services with **H-GAC.**

Product Liability Insurance. Failure of Components and/or assembled equipment resulting in personal injury, disability or death and/or property damage is covered under the product liability insurance provisions.

Product or **Product Item.** Any of the specific goods, materials, equipment or service(s) specified in this Invitation. This term encompasses the base line item itself, and any and all accessories, options, modifications, ancillary services, assembly, testing, etc. that may be included in the delivered Product.

Proposer. Any entity that submits a competitive proposal in response to this Invitation. (See also **"Offeror"**)

Purchaser. The **End User** having responsibility for the specification, requisition, ordering and acceptance of the Product or Service. (See also **"End User"**)

Purchasing Authority. The agency that has sole responsibility and authority for negotiating, placing and, if necessary, modifying any solicitation, purchase order, or other award issued by a governing body **[H-GAC]**.

Quotation. See "Contract Pricing Worksheet".

Receipt. Receipt takes place when a Product or Service is delivered to an **End User** and a document is executed that establishes that the Product is now in the possession of the **End User** or that the Service has been completed. Receipt DOES NOT connote or imply Acceptance.

Response. All or part of any offering submitted in response to this Invitation.

Shall. A term indicating a mandatory requirement or action.

Should. A term indicating a recommended or advised response to a specified requirement.

Vendor. A manufacturer's representative or dealer authorized to make sales and supply parts and service.

Acronyms:

ANSI = American National Standards Institute

ASTM = American Society for Testing and Materials

ASME = American Society of Mechanical Engineers

CFR = U.S. Code of Federal Regulations

DOJ = U.S. Department Of Justice

DOT = U.S. Department Of Transportation

EPA = U.S. Environmental Protection Agency
FAA = Federal Aviation Administration
FMVSS = U.S. Federal Motor Vehicle Safety Standards
H-GAC = Houston-Galveston Area Council of Governments
IEEE = Institute of Electrical and Electronics Engineers
MVD = Motor Vehicle Division of Texas Department of Transportation
NFPA = National Fire Protection Association
NHTSA = National Highway Traffic Safety Administration
NIOSH = National Institute For Occupational Safety And Health
NIST = National Institute of Standards and Technology
NTEA = National Truck Equipment Association
OSHA = U.S. Occupational Safety and Health Administration
RRC = Railroad Commission of Texas
SAE = Society of Automotive Engineers
TBPC = Texas Building and Procurement Commission (formerly GSC)
TxDOT = Texas Department Of Transportation
UL = Underwriter's Laboratories Inc.
VTCS = Vernon's Texas Civil Statutes

3. NON-BINDING ORAL COMMENTS

No oral comment, utterance or response made by any employee, member, or agent of **H-GAC** or any Member of the Cooperative Purchasing Program shall be considered factual or binding with regard to this Invitation, or any contract awarded as a result of this Invitation. Valid and binding terms, conditions, provisions, changes or clarifications, or requests thereof, shall ONLY be communicated written form.

4. STRUCTURE OF RESPONSE

Depending on the Product or Service, market structures and sales practices can differ substantially. For example, dealers may sell into any market or may be restricted to certain territories, manufacturers may sell direct or may be limited by law to selling thru independent dealerships, etc. **H-GAC**'s objective is to ensure that **End Users**, no matter where located, can buy contracted products/services and receive quality and timely service and support, while at the same time allowing for the most appropriate and effective response to this Invitation. Therefore, responses to this Invitation will be accepted in conformance with the following scenarios and requirements:

A. Single Respondent Acting Alone Or As "Lead" For A Group:

Offeror shall complete and sign a **Form A** and, if contracted, shall be solely responsible for all contractual requirements including administration, processing of purchase orders and handling of payments for transactions which may involve other dealers who actually deliver the products or services.

B. Multiple Respondents Acting Jointly:

A single Response shall be submitted, and each party to the Response shall complete and sign a separate **Form A** to be included in the single Response. If the Response is successful each party shall sign a separate contract with **H-GAC** and shall be responsible for compliance with all terms and conditions. Only those which have executed a written contract with **H-GAC** may process purchase orders and payments.

In any event, Offeror may be a party to one, and only one, response.

5. BASIC REQUIREMENTS & CONDITIONS

a. The final requirements and specifications contained herein may be different, perhaps materially, from those in the "Invitation To Attend Pre-Bid / Pre-Proposal Conference", if any. It is **Offeror**'s sole responsibility to thoroughly examine and review all documentation associated with this Invitation, including any Addendums, and to insure that any response submitted complies in every respect with all requirements.

b. Any Addendum to this Invitation which may be required prior to the Response due date will be delivered to those prospective Offerors of record who have previously obtained a copy of this Invitation from **H-GAC**. Prospective Offerors shall be responsible for obtaining all documents relating to submission of a Response.

c. **Offeror** shall thoroughly examine any drawings, specifications, schedules, instructions and any other documents, supplied as a part of this Invitation, and is solely responsible for understanding and compliance.

d. **H-GAC** shall not be liable for **Offeror's** incomplete documentation, or for any costs associated with preparation and submission of any Response hereto. Additionally, all components of any Response become the property of **H-GAC, and shall be considered to be in the public domain.**

e. **Offeror** shall make all investigations necessary to become thoroughly informed regarding any plan and/or infrastructure that may be required to support delivery of any Product or Service covered by this Invitation. No plea of ignorance by **Offeror** stemming from failure to investigate conditions that may now or hereafter exist, shall be accepted as a basis for varying **H-GAC's** requirements, or **Offeror's/Contractor's** obligations or entitlements.

f. Requests for changes to the requirements or specifications herein must be in writing (e-mail, fax, letter) and must be received by **H-GAC** no later than fifteen (15) calendar days prior to the Response Due Date. **H-GAC** will review such requests, but may or may not make changes at its sole discretion. Changes, if any, will only be made by written Addendum sent to addressees of record. In any event, it is **Offeror's** sole responsibility to insure that any and all Addendums which may have been issued have been received and addressed.

g. By submission of a response, **Offeror** expressly understands and agrees that all terms and conditions herein will be part of any subsequent contract that is executed pursuant to this Invitation.

h. **Offeror** is advised that all **H-GAC** contracts are subject to the legal requirements established in any applicable Local, State or Federal statute.

i. **Offeror/Contractor** must be in compliance with all licensing, permitting, registration and other applicable legal or regulatory requirements imposed by any governmental authority having jurisdiction. It is **Offeror/Contractor's** responsibility to insure that this requirement is met, and to supply to **H-GAC** upon request, copies of any license, permit or other documentation bearing on such compliance.

j. Unless otherwise established elsewhere in this Invitation, NO minimum purchase quantities or spending levels are provided or guaranteed by **H-GAC** or any **End User**.

k. This Invitation is not meant to restrict competition, but rather is intended to allow for a wide range of responses.

l. Responses which are 'qualified' with conditional clauses or alterations of or exceptions to any of the terms and conditions in this Invitation may be deemed non-compliant at **H-GAC's** sole discretion.

m. The term '**Offeror**', or derivative thereof, shall become synonymous with '**Contractor**' for any successful **Offeror** recommended for a contract pursuant to this Invitation.

n. **H-GAC** reserves the right to:
   - Reject any and all offers received in response to this Invitation.
   - Reject any part of an offer received in response to this Invitation.
   - Determine the correct price and/or terminology in the event of any discrepancies in any response.
   - Accept a response from, and enter into agreement with, other than the lowest price **Offeror**.
   - Accept responses and award contracts to as many or as few **Offerors** as **H-GAC** may select.
   - Amend, waive, modify, or withdraw (in part or in whole) this Invitation, or any requirements herein.
   - Hold discussions with **Offerors**, although award may be made without discussion.
   - Request an **Offeror** to give a presentation of the Response at a time and place scheduled by **H-GAC**.
   - Exercise any of these rights at any time without liability to any **Offeror**.

o. **H-GAC** reserves the right to determine that conditions exist which prevent the public opening of responses on the date and at the time advertised, and to reschedule the public opening for a future date and time. Responses received by **H-GAC** by the original deadline will be secured unopened until the rescheduled opening date and time, and those having timely submitted such responses will be notified.

6. OFFEROR'S AUTHORIZED SIGNATORY

The signatory shall be authorized to sign and contractually bind **Offeror**, and shall sign any and all Response documentation requiring a signature.

7. SURETY FOR INSURANCE

Contractor shall be responsible for using a surety company properly licensed by any and all states in which Contractor will do business with Participants. The surety company shall not expose itself to any loss on any one risk in an amount exceeding ten percent (10%) of its surplus to policy holders, provided any risk or portion of any risk shall have been reinsured, and such reinsurance shall be deducted in determining the limitation of risk applicable to **H-GAC's** insurance requirements.

8. CONFIDENTIAL / PROPRIETARY MATERIALS

All documentation submitted as part of **Offeror's** response to this Invitation will be considered to be in the public domain and may be made available to Members and others, after contract award, upon properly submitted request. If **Offeror** submits documents marked "confidential" or "proprietary", the Response may be deemed non-compliant.

9. REFERENCES

a. **Offeror** shall list the names of at least five government agencies within the continental United States which have purchased from **Offeror** products or services similar to those covered by this Invitation, within the last two years. **H-GAC** reserves the right to determine if such products or services are appropriately similar.

b. **Offeror** may provide reference information in whatever format desired, but each should include the following specific information:

- Agency name
- Contact person name
- Address
- Phone & Fax numbers
- Description of product(s) or service(s) and date sold

c. Other information, including criticism however learned, may be used by **H-GAC** in evaluation of responses.

10. INSURANCE

a. Unless otherwise stipulated in Section B, **Offeror/Contractor** must have the following insurance and coverage minimums:

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.

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 – Product Specific of this Invitation.

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 part 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**.

b. Insurance coverage shall be in effect for the length of any contract made pursuant to this Invitation, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.

c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Offeror/Contractor** as the insured and showing coverage and limits for the insurances listed above.

d. If any Product(s) or Service(s) will be provided by parties other than **Offeror/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.

e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

11. OFFEROR CERTIFICATIONS

Offeror, by submission of a Response hereto, makes the following certifications under penalty of perjury and possible contract termination if any of these certifications are found to be false.

Non-Collusive Response

a. The prices in the Response have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other **Offeror** or potential competitor.

b. The prices which have been quoted in the Response (unless otherwise required by law), have not been knowingly disclosed by **Offeror** and will not be knowingly disclosed by **Offeror** prior to the public response opening, either directly or indirectly, to any other **Offeror** or competitor.

c. No attempt has been made or will be made by **Offeror** to induce any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition.

Non-Biased Specifications

This Invitation contains no requirements considered to be unduly biased in favor of **Offeror** or any other **Offerors** that may be competing for this procurement.

No Financial Interest or Other Conflict

a. No **H-GAC** officer, employee, Board of Directors member or member of any **H-GAC** board or commission, nor family member of any such person, has a financial interest, direct or indirect, in **Offeror** or in any contract **Offeror** might enter into with **H-GAC**.

b. No economic or employment opportunity, gift, loan, gratuity, special discount, trip, favor or service has been, or will be, offered or given to any officer, employee, Board of Directors member, or member of any **H-GAC** board or commission, nor to any family member of any such person.

Debarment and Suspension Status

a. **Offeror** is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is **Offeror** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.

b. **Offeror** has not within a three year period preceding this Invitation been convicted of or had a civil suit judgement renedered against **Offeror** for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.

c. **Offeror** is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.

d. Offeror has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

Insurance Coverages

Offeror has and will maintain insurance coverage in accordance with the requirements of this Invitation.

Licensing & Permits

Offeror(s) has (have) all licenses and/or permits, required by any and all governmental entities having jurisdiction, to legally sell the products/services offered.

12. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION

a. To satisfy Texas' statutory requirements [Government Code, Chapter 2161, Subchapter D], **H-GAC** requires all **Offerors** to supply information in any bid/proposal response listing (1) the total number of subcontracts and (2) the total number of HUB contracts applicable to the Products or Services offered in the response. Local governments often require this information for their own reporting requirements prior to placing orders through the **H-GAC** Cooperative Purchasing Program.

b. **Offeror** must complete **Form B** and include subcontracts with HUB's that provide any materials or services related to sales that may be made thru **H-GAC**'s Cooperative Purchasing Program.

13. NON-RESIDENT RECIPROCAL SALES ACT

As required by Texas Civil Statutes in the award of contracts, an offeror which is not a Texas resident business must determine if its state of residence prohibits award of government contracts to Texas resident offerors without penalty. If **Offeror's** resident state DOES penalize Texas offerors, **Offeror** must provide this information along with a copy of its applicable resident state's statute in the Response.

14. TEXAS MOTOR VEHICLE COMMISSION CODE & LICENSING

Sales of motor vehicles in the State of Texas are subject to the Texas Motor Vehicle Commission Code. If this Invitation includes any motor vehicle to be sold in the State of Texas, **Offeror** certifies by submission of a response hereto that all required Texas Motor Vehicle Commission licenses are in place and current, and that copies of all such licenses **have been submitted with the Response.** Further, it shall be **Contractor's** responsibility to keep current all required Texas Motor Vehicle Commission licensing during the term of the contract, and to furnish license copies at any time on request by **H-GAC**. If **Contractor** does not maintain current licensing, **H-GAC** reserves the right to immediately terminate the contract.

> **NOTE:** In accordance with the Texas Motor Vehicle Commission Code, contracts for motor vehicles to be sold within the state of Texas may be made ONLY with properly licensed Texas Motor Vehicle Dealers. Therefore, to be considered for a contract covering Texas End Users, the Response must include a **Form A** from a licensed Texas Motor Vehicle Dealer

15. INTENT AND SCOPE OF SPECIFICATIONS

a. The intent of the specifications herein is to provide **Offeror** with sufficient information concerning the Products/Services to be contracted such that **Offeror** can prepare and submit an acceptable Response.

b. The specifications may be detailed or general in nature with regard to any particular Product/Service. Where not otherwise specified, details of construction, materials, or the way in which services will be provided, are left to the discretion of the **Offeror**, provided only that any offering shall conform, as a minimum, to best Industry standards and practices and to what is currently being sold in the marketplace.

c. Responses shall be considered only from **Offerors** that have established good reputations in their markets, and who furnish satisfactory evidence of ability to supply the Products/Services specified herein.

d. **Offeror** shall show proof of ability to provide to **End Users** prompt and competent service, including parts if applicable, for all Products/Services covered by this Invitation, by proper completion of a Service Organization Document as described elsewhere herein.

16. REQUIREMENTS APPLICABLE TO PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must, unless otherwise stipulated in Section B:

a. Be new, unused, and not refurbished.

b. Not be a prototype insofar as the general design, operation and performance. This requirement is NOT meant to preclude **Offeror** from offering new models or configurations which incorporate improvements in a current design or add functionality, but which in such new model or configuration may be new to the marketplace.

c. Include any and all accessories which may or may not be specifically mentioned herein, but which are normally furnished or which are necessary to make a delivered Product ready for its intended use. Such accessories shall be assembled, installed and adjusted such that the Product is ready for continuous operation at time of delivery.

d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a particular Product as may be purchased simultaneously by any individual **End User**.

a. Be designed and constructed using current industry accepted engineering and safety practices, and materials.

b. Be available for inspection at any time prior to or after procurement.

17. PRODUCT CODES

Unless otherwise addressed in Section B of this Invitation, the following requirements shall apply:

a. Each Product/Service offered shall be uniquely identified using an **H-GAC** Product Code, which shall be determined as described in Section B of this Invitation. **Offeror** shall offer ONLY ONE Product for any particular Product Code. For example, **Offeror** may wish to submit a bid for Product Code ABC and may have another offering that also meets the requirements for ABC. **Offeror** MAY NOT submit two offerings for ABC. The alternate offering that also meets the requirements for ABC must be offered as an option "upgrade/downgrade" to ABC on **Form E**.

b. Pricing for optional upgrades or downgrades to base bid items should be quoted as an "adder" or "deduct" amount as appropriate, to be applied to the offered price of the base Product Item listed on **Form D**.

c. Base bid items and their associated HGACBuy Product Codes are included in the Section B and/or on **Form D**.

d. Selection of Product Codes for which to submit an offer is at **Offeror**'s sole discretion.

18. SPECIFIC DESCRIPTIVE REFERENCES

Except for Base Product Items listed on **Form D**, any reference to a specific catalog, data sheet, form, brochure, model name or number, etc. used herein to describe an item such as an option or accessory is only descriptive and is not to be considered restrictive unless otherwise noted. Such references are normally used only to indicate a type, general description, level of quality and/or required performance standards.

19. MANUALS

Unless otherwise specified or superceded herein, each Product delivered under an **H-GAC** contract, and if applicable any options thereto, shall be supplied with at least one (1) copy of a safety and operating manual. The cost of any such manuals must be included in the base price for any Product Item offered hereunder. If more detailed and technically orientated parts and maintenance manuals are available for a Product or option, at a cost, they shall be offered as options on the *FORM* designated herein for such options, or elsewhere in the Response as may be directed herein.

20. STANDARD FEATURES & OPTIONS

The following requirements are applicable primarily to physical goods.

Standard Features

a. The stated minimum requirements for all Products listed herein include what **H-GAC** considers to be "standard" features. Even though such features might normally be offered as options rather than as standard, they are nonetheless considered to be standard in this Invitation, and must be included in the base price for any Product offered. Such features **SHOULD NOT** be offered as options except as deducts for their omission from the base Product.

b. If it is unclear in the Response that an **H-GAC** standard feature is included in the base price, it will be assumed that such is the case. If awarded a contract **Offeror** will be expected to sell the Product with all **H-GAC** specified standard features included in the base price.

c. Any feature or accessory normally offered by manufacturer as "standard" shall be considered a standard feature and shall be included in the base price of any offering, even though not specifically listed as a requirement in **H-GAC**'s specifications. Such features **SHOULD NOT** be offered as options except as deducts for their omission from the base Product.

Options - General

a. Options are considered to be any features or accessories, other than **H-GAC**'s and Manufacturer's "standard" features or accessories.

b. Options should be offered on the *FORMS* designated for quoting options. Each option should be listed and described on a separate line, and should include any Manufacturer's/Dealer's code number. If no Manufacturer's/Dealer's code number exists, **Offeror** should create one.

c. Prices for all offered options shall be assumed to include any installation or mounting required to make it a fully functional component of the Product, unless otherwise stated in **Offeror's** response.

Required Options

a. Product specifications in this Invitation may include **H-GAC** "Required Options". If so, **Offeror** must quote a price for ALL such options, and, if there is an **H-GAC** Option Code provided in this Invitation for such options, it MUST be used as part of the description.

b. For any specific "Required Option", **Offeror** may quote an equivalent so long as its design and performance are as good as, or better than, the specified option item. Responses which do not include pricing for Required Options may be considered non-compliant.

Other Options

a. "Suggested" or "Other" options may be listed for any particular Product in this Invitation, and **Offeror** is encouraged to quote pricing for such options. The extent of offered options in any response may be taken into consideration as part of the award criteria, at **H-GAC**'s sole discretion.

b. **Offeror** is encouraged to include options for non-equipment items that may be applicable to a sale, such as: Extended Warranties, Maintenance Agreements, Buy-back or Trade-In Agreements, Out-of-state Delivery Charges, Quantity or Special Discounts, Extended Training Classes, etc.

Published & Unpublished Options

a. H-GAC Cooperative Purchasing Program (Program) contracts are awarded through a public competitive bid or proposal (RFP) process. Further to that process, Program policy considers an 'option' listed and priced in a bid or RFP Response: (1) To be a "**Published Option**"; (2) To be part of any awarded contract; and (3) To be available for purchase by Program members separately and independently from associated base line items. However, since Published Options may have not been subjected to the same scrutiny as the associated base line items, it cannot be concluded they were directly competed. Therefore, pursuant to Local Government Code 252.021(a), purchase of a published option costing more than $50,000 shall not be allowed. Furthermore, **H-GAC** reserves the right at its sole discretion to disallow purchase of any Published Option through the Program if deemed contrary to the intent of the law.

b. Any option that has not been listed and priced in the Response is considered to be an "**Unpublished Option**". Unpublished Options may be sold, but only in connection with the sale of a base Product Item, and only insofar as the total cost of all Unpublished Options remains below twenty five percent (25%) of the total summed cost of the base Product(s) plus any Published Options.

c. No Published or Unpublished Option may be sold which essentially converts a Product such that it competes with a Product Item awarded to another contractor.

21. WARRANTIES, SALES & SERVICE

Unless otherwise addressed in Section B, the following requirements shall apply:

a. Offeror must be a properly franchised dealer authorized to sell and service, including warranty service, all products offered and sold in response to the bid invitation or under any **H-GAC** contract.

b. **Offeror** shall provide detailed Parts and Labor Warranty information with the Response. If **Offeror** submits a warranty with the Response which does not meet the minimum requirements herein, **Offeror** agrees by submission of a Response that such warranty shall be considered to be amended to meet those minimums.

c. Warranties shall be manufacturer's standard and shall be inclusive of any other warranty requirements which may be stipulated elsewhere herein.

d. Any warranties offered by a dealer shall be in addition to the manufacturer's standard warranty, and shall not be a substitute for such. **Offeror**'s base price for any Product shall be inclusive of the standard warranty.

e. Complete warranty information will be supplied to **End User** with each Product sold.

a. Warranties need not apply to normal maintenance service or adjustments, or to any product reasonably shown to have been repaired or altered in any way so as to affect its stability, or to any product which has been subject to misuse, negligence, or accident.

f. **Offeror/Contractor** is encouraged to offer extended warranties as an option.

g. Neither **H-GAC** nor **End User** assume any warranty or liability on **Contractor**'s behalf unless made or assumed in writing, initiated by **Contractor**, and agreed to in writing by **H-GAC** or the **End User** respectively.

h. **Contractor** shall be responsible for the execution and effectiveness of all product warranty, and shall be the sole source for solution to problems arising from warranty 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.

22. H-GAC ORDER PROCESSING CHARGE

H-GAC will levy an Order Processing Charge on **Contractor** for each sale done thru the **H-GAC** contract, **with the exception of orders for motor vehicles**. Any bid pricing submitted will be considered to include the Charge. The amount of the applicable charge shall be per the most current **H-GAC** schedule. For motor vehicle orders, the Processing Charge shall be levied on and paid by the **End User**.

23. PRE-PAYMENTS AND DISCOUNTS

a. Progress, pre-payment and special discounts of any kind may be offered and detailed in the Response. Such discounts shall be clearly explained, but shall not be a determining factor in awarding contracts except in the case of tie offerings.

b. Quantity discounts applicable to similar Products sold to one or more **End User** Departments may be offered. Determination as to product similarity shall rest solely with **Contractor**.

c. For specific purchases, any proposed quantity, pre-payment or special discounts shall be clearly shown on the Contract Pricing Worksheet.

24. INSPECTION / TESTING

All Products sold pursuant to this Invitation shall be subject to inspection/testing by or at the direction of **H-GAC** and/or the ordering **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 Invitation, and unless otherwise agreed in advance, the cost of any inspection and/or testing, shall be borne by the **Contractor**.

25. PRODUCT DELIVERY

Unless otherwise addressed in Section B, the following requirements shall apply:

a. Title to goods, and responsibility and liability for loss and/or damage in shipping pass to **End User** at the delivery destination after receipt and acceptance have taken place. Cost of shipping/delivery shall be paid by **End User** unless otherwise agreed to by **Contractor**. If **Contractor** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination, Freight Prepaid". If **End User** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination – Freight Collect".

b. The details for the application and calculation of shipping and delivery charges must be stated in the Response on **Form E**. Any freight, shipping or delivery charged to **End User** will be prepaid and added to the invoice, and will be clearly shown an any Contract Pricing Worksheet or other quote presented to the **End User**.

c. The estimated delivery time after receipt of order (ARO), inclusive of Saturdays, Sundays and holidays, for all Products offered must be stated in the Response. Actual delivery for any particular order must be confirmed with **End User** at time of order placement, and must be stated clearly on the Contract Pricing Worksheet.

d. **Contractor** shall be responsible for delivery and Acceptance according to the requirements of the Contract and the Purchase Order.

e. Contractor shall advise **End User** prior to making any shipment/delivery, and shall make such shipment/delivery in accordance with **End User**'s requirements, providing only that such arrangements do not contravene any requirement of the **H-GAC** contract unless agreed to by **Contractor**.

f. The execution of all required tests, certifications and/or licensing, and costs thereof, shall be the responsibility of **Contractor**. Upon request by **End User** or **H-GAC**, **Contractor** shall provide any documentation or certification related to such tests, certifications or licensing.

26. OFFERED PRODUCT ITEM VARIANCES

Any variance in the specifications or performance of Products offered pursuant to this Invitation shall be acceptable to **H-GAC** only insofar as it MEETS or EXCEEDS the specifications and requirements of this Invitation.

27. REQUIREMENTS FOR SUBMISSION OF A RESPONSE

Unless otherwise addressed in Section B, the following requirements shall apply:

a. Responses shall be submitted in <u>two complete printed sets including an Original and one (1) Copy in separate "hard side" three-ring binders</u>. The outer spine of each binder shall be labeled showing this Invitation No., **Offeror** Name, and either "Original" or "Copy", as applicable. The Original printed response will be considered to be the binding Response in case of any conflicts between printed copies and electronic copies. Except for required forms, **H-GAC** Invitation documents should not be included in the Response.

b. The Original and the Copy shall be submitted complete, except that the Electronic Media should be submitted only with the Copy.

c. All required **H-GAC** *FORMS* and documents shall be properly completed, without exception <u>or **Offeror's** Response may be deemed non-compliant.</u> **Offeror** may not modify the format of any **H-GAC** *FORM* in any way. **Offeror** may photocopy or print blank *FORMS* as needed. Information submitted on the printed copies of the *FORMS* may not be handwritten except for signatures and initials. It is **Offeror**'s responsibility to insure that printed *FORMS* are clear and legible. <u>Handwritten and illegible entries may be rejected</u>. **Offeror**'s printed, stamped or typed name shall appear on every *FORM* submitted in the Response.

d. <u>**The entire response submission**</u> shall also be submitted on electronic media, including all required **H-GAC** *FORMS*. **Offeror** is strongly advised to make and work with <u>copies</u> of the original electronic *FORMS*. The originals can then be used to make additional electronic or printed copies of the blank *FORMS*. Signatures are not required on the electronic *FORMS*.

e. The Response shall include ample written evidence, in the form of technical specifications, cut/tear sheets, brochures, pictures, drawings, etc., to demonstrate that all specifications herein have been met and/or exceeded.

f. The Response shall include, in any format desired, an overview of the **Service Organization** which will support Products sold under any **H-GAC** contract. The overview must include facility locations, phone numbers and Service Manager names, as well as the following:

- The procedure to be used by an **End User** requiring repairs.
- Typical turn-around time on repairs.
- Service Department days and hours of operation.
- Number of qualified / factory trained service personnel normally on hand.
- Description of the parts inventory on hand.
- Training services, facilities and personnel available.

g. Responses shall be enclosed in a sealed package(s) addressed to the Houston-Galveston Area Council, Cooperative Purchasing. The following information shall be stated on the exterior of the package(s):

- Name and address of **Offeror**.
- Date and hour of public response opening.
- Bid/Proposal Invitation number.
- The statement: **"SEALED BID/PROPOSAL, DO NOT OPEN IN MAIL ROOM"**.

H-GAC shall not be responsible for any Response not properly labeled.

h. Submission of a COMPLETE Response by telegraphic or electronic transmission is not acceptable. However, Responses may be modified by telegraphic or electronic notice if such notice is received prior to the deadline for submission.

i. Samples, when required, shall be submitted within the time specified and at no expense to **H-GAC**. If not destroyed or consumed during testing, samples will be returned upon request at **Offeror**'s expense.

j. **Offeror** shall provide firm contract pricing for all Products and Options being offered.

k. If applicable, responses shall include copies of all current licensing which may be required by the Texas Motor Vehicle Division for execution of sales pursuant to any contract with **H-GAC**.

l. Due to the complexity of responses and to aid in evaluation, the Response should contain **ALL** required information in tabbed sections as detailed below. Omission of any required *FORM* or information will be sufficient grounds for **H-GAC** to consider your response to be non-compliant.

m. **First Section:**

- **Form(s) A – Offeror Identification & Signatory:** Identifies the offering party(ies), and should be completed by each party to the Response. If awarded, a contract will be executed with each.
- **Form B – Historically Underutilized Business Enterprises:** Used to collect information about disadvantaged and minority suppliers and subcontractors, and to commit **Offeror** to working with Participants toward their program goals.
- **Form C – Response Checklist:** Certification, and also an aid, to insure that all required information has been included in your Response.
- References, formatted as described elsewhere herein.
- Service Organization Document, formatted as described elsewhere herein.

Second Section:

- **Form D – Offered Items Pricing:** For Bids, contains the list of the Product Items covered by this Invitation. Select the items offered and fill in the price for each. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)
- **Form E – Published Options:** Used to list and price all offered options. List, each on a separate line, all upgrades, downgrades, optional equipment, features, accessories and services which you desire to sell thru the **H-GAC** contract, if awarded. Published catalogs/price sheets may be listed, along with the discount structure that will apply. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)
- **Form W-9 – Request for Taxpayer Identification Number and Certification**: Should be completed by each party to the response.

Third Section:

- Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly list and show all the standard features and capabilities of each Product Item offered on **Form D**.

- Warranty Documentation, as described elsewhere herein, for all items offered.

Fourth Section:

- Copies of any applicable Texas MVD Licenses.
- Electronic Media, containing the complete response including all required *FORMS*, stored in a pouch or an envelope such that it will not fall out of the binder. (Required in 'Copy' only, not in 'Original'.)
- **Form CIQ – Conflict Of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires vendors and consultants 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 is located at the Texas Ethics Commission website: http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm. It is Bidder's responsibility to download the form and furnish a completed copy with the Response, if it is applicable.

n. By submittal of Response, **Offeror** certifies to the best of its knowledge that all information is true and correct.

28. CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS

a. If **Offeror** is in doubt as to the meaning of any item in this Invitation, a written request for clarification may be submitted to **H-GAC** up to fifteen (15) calendar days prior to the deadline for response submission. **H-GAC** shall not be responsible for late delivery. Requests may be transmitted by FAX or e-mail to the assigned Specification Specialist, and should clearly reference this Invitation number and the specific page and paragraph in question. If there are multiple questions, they should be stated separately and numbered.

b. Any interpretation of Invitation documents, if made, will be by written Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person officially on record as having been sent a copy of this Invitation. **H-GAC** will not be responsible for any other explanation or interpretation of the Invitation documents made or given prior to the award of the contract.

c. Any objections to the Invitation documents must be filed in writing with **H-GAC** on or before fifteen (15) calendar days prior to the deadline for submission of responses.

d. Prospective offerors are advised that, after a draft specification has been issued, the Pre-Bid/Proposal Conference is the primary forum through which comments and suggestions may be offered for consideration by **H-GAC** prior to issuance of the final invitation and specifications.

e. All best efforts have been made to insure that the product/service descriptions and associated specification information in Sections B & C are correct, and adequate time has been given to prospective Offerors to point out mistakes. However, if an error remains and is caught by Offeror before the scheduled bid/proposal opening, Offeror shall make note of the required correction in the Response, and shall also notify **H-GAC** prior to the opening of responses.

29. INCONSISTENT INFORMATION

H-GAC review of responses supplied on **H-GAC** *FORMS* is a significant part of the evaluation process. **Offeror** shall state clearly all information required on the *FORMS*. **Offeror**'s information supplied on the *FORMS* shall take precedence in the event any standard "boilerplate" type language included in **Offeror**'s response is inconsistent with the information supplied by **Offeror** on the **H-GAC** *FORMS*. In all cases, information on **H-GAC**'s printed *FORMS* supplied as part of **Offeror**'s response shall take precedence over information supplied on electronic media.

30. REJECTION OF RESPONSES

a. **H-GAC** may reject a response if:
   - **Offeror** misstates or conceals any material fact in the Response, or if,
   - **Offeror** does not strictly conform to law or the requirements of this Invitation.

b. **H-GAC** may reject any and all responses, and may reject any part of a response.

c. **H-GAC, at it's sole discretion,** may also waive any formalities or irregularities in any response, or ask for corrected information except for pricing.

31. WITHDRAWAL OR MODIFICATION OF RESPONSES

Once received by **H-GAC**, responses may be modified or withdrawn prior to the submission deadline only if the request to do so is in writing submitted by **Offeror's** authorized representative. Responses and requests for modification received after the submission deadline will not be accepted. Requests for response withdrawal received after the submission deadline will be accepted if the request to do so is in writing submitted by **Offeror's** authorized representative.

32. RESPONSE EVALUATION

For Bid Responses:

a. Section B will state whether the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for **H-GAC** and its participants.

b. If the contract will be awarded based on best value, Section B will state any relevant criteria which **H-GAC** will consider.

c. For each offered Product Item, **H-GAC** may use the offered price, prices for Required Options, and the prices of selected common Published Options to determine the lowest responsible offer.

d. Failure of **Offeror** to submit pricing for **frequently purchased** options and any **H-GAC** required options may cause response to be considered non-compliant at **H-GAC's** sole discretion.

For Proposal Responses:

e. **H-GAC** will evaluate proposals as detailed in Section B.

f. By submission of a Response Offeror indicates acceptance of the evaluation technique, and recognizes and accepts that **H-GAC** may at it's sole discretion make subjective judgments during the evaluation process.

33. ORDER OF PRECEDENCE PRIOR TO CONTRACT AWARD

In the event of conflict between this document and any references or documents cited herein, this document shall take precedence prior to contract award.

34. AWARD OF CONTRACT

a. **H-GAC** reserves the right to accept or reject any Product Item or option offered. Additionally, all options included in Offeror's response and accepted by **H-GAC** are understood to be included in any contract.

b. **H-GAC** shall award contract(s) for line items or groups of line items, at its sole discretion.

c. With authority granted by the **H-GAC** Board of Directors, a written contract shall be presented to the successful **Offeror**(s) and shall be subject to acceptance by the successful **Offeror**(s) within thirty (45) calendar days after presentation by **H-GAC**. If a contract is not executed within thirty (45) calendar days, **H-GAC** may rescind the contract offer and award a contract to the next **Offeror** in order of rank as determined by **H-GAC**.

d. Delivery time and prompt payment discounts, including time allowed for payment, may be considered in tie-breaking of offers which are judged by **H-GAC** to be equal in all other criteria.

e. The contract shall include the following documents in the stated order of precedence:

1st The contract document signed by **H-GAC** and **Offeror**.
2nd This Invitation and all specifications referenced herein.
3rd **Offeror**'s response to this Invitation.

35. PRO-FORMA CONTRACT

This Invitation includes a Pro-Forma (sample) Contract which successful offerors will be expected to sign. The actual final contract will be the same or nearly the same as the Pro-Forma. NOTE: Successful Offerors MAY NOT process any purchase orders until the contract documents have been executed and returned to **H-GAC**.

36. CONTRACT TERM

The contract shall be in effect throughout the period stated elsewhere in the contract documents, and thereafter until such time as any outstanding orders against the contract have been fulfilled. The contract may be extended if deemed by **H-GAC** to be in the best interests of the Program, and subject to mutual agreement of the parties.

37. PERFORMANCE & PAYMENT BOND

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **Contractor** must be prepared to offer a PPB to cover any specific order if so requested by **End User**. **Contractor** shall quote a price to **End User** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **End User's** purchase order.

38. CHANGE ORDERS

End Users shall have the right to make additions by addenda for the purpose of clarification or inclusion of additional specifications, qualifications, conditions, etc. Any such addenda shall be made in writing and agreed upon by **Contractor** and the **End User** agency prior to issuance of any Change Order. A copy of any such Change Order shall be furnished by **Contractor** to **H-GAC**.

39. DUPLICATION OF TERMS OR STATEMENTS

Where statements or terms are duplicated or are extremely similar, **H-GAC** and the **End User** reserve the right to use the statement or term most favorable to **H-GAC** and/or the **End User**.

40. PUBLICITY

H-GAC encourages contractors to "market" the Program, and can provide some information and artwork to be used in published promotional materials. However, any publicity or published material released by **Contractor** referencing the contract, whether in the form of a press release, brochure, photographic coverage, or verbal announcement, shall be issued only with prior review and approval by **H-GAC**.

41. TAXES

HGAC and **End User** participants are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. **Offeror** shall not include any such taxes in the Response. Further, it shall be the responsibility of **Contractor** to determine the applicability of any taxes to a particular order and act accordingly. Exemption certificates will be provided upon request.

42. DRUG FREE WORKPLACE

Contractor shall provide notice to its employees and sub-contractors, as required under the Drug-Free Workplace Act of 1988. A copy of **Contractor's** Drug-Free Workplace policy shall, on request, be furnished to any **End User**.

43. PRODUCT NOTICES & MAILINGS

H-GAC is NOT the owner of Products sold pursuant to this Invitation, but acts only in the capacity of purchasing agent. In that regard, **Contractor** accepts sole responsibility for insuring that notices and mailings, such as Safety Alerts, Safety Recall Notices and Customer Surveys, are sent directly to the **End User** of record.

44. HANDLING OF ORDERS & PAYMENTS

In general, orders and payments will be handled as described below. More specific instructions and information regarding handling of purchase orders and the Order Processing Charge may be provided after contract award. Established procedures may be changed at any time by **H-GAC** as may be dictated by efficient business practice. The particulars of any sale, e.g. specific products, pricing, delivery, warranty, etc., will be in strict accordance with the terms and conditions of this Invitation and the specific contract awarded to **Contractor**. Beyond that:

a. For any particular procurement to be made under the provisions of an **H-GAC** contract, **End User** and **Contractor** will discuss requirements and agree as to what will be provided.

b. **Contractor** will prepare a Contract Pricing Worksheet and provide it to **End User**. The Worksheet will list everything being purchased including the base bid item(s), all published and unpublished options and the delivery date. All pricing shall be per the current contract.

c. **End User** will send a purchase document to **Contractor**, which **Contractor** will send **H-GAC** together with the Contract Pricing Worksheet. **NOTE: Contractor** agrees not to offer, agree to or accept from End User any terms or conditions that conflict with or contravene those in **Contractor's H-GAC** contract, except for pricing discounts.

d. **H-GAC** will prepare an "Order Confirmation" and send it to **End User** and to **Contractor**. The Order Confirmation verifies that **Contractor** has a valid **H-GAC** contract and that the order is in compliance with the requirements of the **H-GAC** Cooperative Purchasing Program. **Contractor** will not ship any goods before receipt of both **End User**'s purchase document and **H-GAC**'s Order Confirmation.

e. On notification that **Contractor** has received an order, **H-GAC** will invoice **Contractor** for the applicable Order Processing Charge. **NOTE:** The Order Processing Charge is charged to **Contractor, EXCEPT in the case of motor vehicles.** For all sales of motor vehicles the Order Processing Charge is levied on the **End User,** collected by **Contractor**, and remitted to **H-GAC** by Contractor.

f. **Contractor** will deliver products/services ordered, and will invoice **End User** for products/services accepted by **End User**. (See other Sub-Section herein dealing with Product Delivery.) **Contractor** will not invoice before shipment has been made.

g. **End User** will pay **Contractor** for those products and/or services ordered which have been received and accepted. Under no circumstances shall any check be made payable to a representative or agent. Should a representative or agent submit an invoice to **End User** for any cost related to a purchase order issued to **Contractor** for products/services covered by an **H-GAC** contract, such invoice shall be forwarded to **Contractor** and **Contractor** will take action to correct the error.

h. Upon delivery of any product/service by **Contractor** and acceptance by **End User, Contractor** shall remit to **H-GAC** the full amount of the applicable Order Processing Charge in accordance with the payment terms established in the **H-GAC** contract. Note, the Order Processing Charge is due whether or not **Contractor** has ever received an invoice from **H-GAC**. Sales executed based on the particulars of **Contractor**'s **H-GAC** contract, without payment of the Order Processing Charge, may constitute fraud.

45. PRICE CHANGES

a. Any permanent increase or decrease in offered pricing for a base contract item or published option is considered to be a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.

b. Except in the case of contracted published catalogs and price sheets, prices for Base Bid Items and Published Options are expected to be held firm for a minimum of 90 days from the date an awarded Offeror signs the H-GAC contract. Thereafter, changes will be considered if accompanied by justifying documentation satisfactory to H-GAC. For published catalogs and price sheets which are on an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet may be submitted whenever the manufacturer publishes the new document. Any such request must include the new catalog or price sheet.

c. If **Contractor** routinely offers discounted contract pricing, **H-GAC** may request **Contractor** to accept amended contract pricing equivalent to the routinely discounted pricing.

d. No price change will be allowed unless it has been reviewed and approved by **H-GAC** in writing. **Contractor** must have received **H-GAC's** written approval of any change prior to charging the new price or using it in any quotation prepared for an End User.

e. Price change requests must be submitted to **H-GAC** in writing and must be received by **H-GAC** at least thirty (30) calendar days prior to the requested effective date of the change, and must state the time period for which the requested pricing will remain firm.

f. Price change requests shall include **H-GAC Forms D** and **E**, or whatever documentation was used to submit pricing in the original Response hereto, showing all affected items with current contract price, requested price, and percentage change shown clearly for each. This documentation should be submitted in MSExcel format to facilitate analysis and updating of the website.

g. Price change requests **MUST** be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) showing that **Contractor's** actual costs have increased. 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.

h. All Products shall, at time of sale, be equipped as may be required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to such government requirements which cause a manufacturer's costs of production to increase, **Contractor** may increase Product 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 shall be the responsibility of the **End-User**.

i. In cases involving contract extensions exceeding sixty-one (61) days beyond the stated expiration date of the contract, **Contractor** may request a price change based on the same conditions as stated above. However the thirty (30) day prior notice is waived and **H-GAC** will consider the request immediately on receipt.

j. H-GAC reserves the right to accept or reject any price change request. Acceptance, if granted, will be in writing and the approved changes will become part of the contract.

46. CONTRACT ITEM CHANGES

a. If a manufacturer discontinues a contracted item, that item will automatically be considered to be deleted from the contract with no penalty to Contractor. However, **H-GAC** may at it's sole discretion elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion.

b. 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. Otherwise **H-GAC** may allow or reject the change, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion. If the change is rejected there will be no penalty to Contractor.

c. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor shall advise **H-GAC** of the details. **H-GAC** may allow or reject the change at its sole discretion. If the change is rejected there will be no penalty to Contractor. However, **H-GAC** may elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion.

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 shall be automatically incorporated into the contract. However, **Contractor** must still provide thirty (30) calendar days written notice and an explanation of the changes to products and pricing. **H-GAC** will respond with written approval.

47. FORCE MAJEURE

If either party shall be wholly or partially prevented from the performance of any contractual obligation or duty 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**..

48. PERFORMANCE UNDER CONTRACT

H-GAC is committed to insuring that **Contractor** provides effective and efficient service to all Participants in the Cooperative Purchasing Program, and expects that certain Performance Conditions must be met. Failure to meet these conditions may result in contract termination. In that regard, **Contractor shall:**

a. Appoint a dedicated representative to be the contact person and focal point for all matters relating to End User quotations and orders. The representative shall have: A toll free phone number with voice mail; A fax number; A working e-mail address; and A postal address.

b. Insure that the representative timely monitors all communication modes listed above, and promptly responds to communications from **End Users** and **H-GAC** in any of these modes. Phone calls will be promptly returned, in any event not later than the next business day. Acceptable failure will be due only to Force Majeure.

c. Maintain sufficient qualified staff to promptly process all communications from **H-GAC** or **End Users**, and to efficiently, effectively and accurately service all requirements of the contract.

d. As may be requested by **H-GAC**, replace any staff members who are not providing the service and expertise deemed necessary by **H-GAC** for acceptable support of **End Users**.

e. Properly prepare and provide to **End User** a Contract Pricing Worksheet, or a quotation in other format as approved by **H-GAC**, for each and every order that is to be executed.

f. Furnish, on request of **H-GAC**, reasonable data, forms and graphic material to be used in brochures or other print media, or on **H-GAC**'s website.

g. Allow access to **H-GAC** authorized personnel for inspection of operating facilities, and auditing of purchase orders during the contract period, and for a period extending thru the completion of any outstanding orders. Site inspection may be arranged not less than ten (10) calendar days prior, shall include the names of all participants, and shall be at no expense to **Contractor**.

h. **Reporting Requirements:**

- **Contractor** agrees to submit written quarterly reports to **H-GAC** detailing all transactions during the previous three month period. Such reports shall include, but are not limited to the following:
- **End User** name
- Product/Service purchased, including Product Code if applicable
- End User Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount
- Reports must be provided to **H-GAC** in MSExcel or other acceptable electronic format, and are due by the 30th day of the month following the applicable quarter being reported.

i. Should **Contractor** default in providing Products or Services as required by this Invitation and the contract, recourse may be exercised thru cancellation of the contract and other legal remedies as may be appropriate.

49. IMPLEMENTATION OF INTERNET BASED E-COMMERCE

H-GAC Cooperative Purchasing has adopted E-Commerce as part of its business model and maintains an internet website at www.HGACBuy.org. At any point in time, various information and process functions may be implemented and made operational thru the website, including but not limited to items such as:

Information Items

- Contract information
- Procurement schedules
- Response requirements & specifications
- Product and option item catalog listings
- **End User & Contractor** information

Functions

- **End User** product inquiries
- Product configuration and price quotes
- Purchase Orders and Confirmations
- Shipping/Delivery notices
- Invoice generation
- Payment remittances, etc.

All **H-GAC Contractors**, as a condition of contract, will be required to work with **H-GAC** and it's E-Commerce provider(s) to maximize use of E-Commerce within the context of **H-GAC** Cooperative Purchasing business. **Offeror** is encouraged to refer to **H-GAC**'s Cooperative Purchasing web site where additional information can be found. If you have any questions, please contact **H-GAC** for assistance.

50. CONTRACTOR ORIENTATION/TRAINING

H-GAC believes that **Contractor's** familiarity with the operational policies and requirements of the Cooperative Purchasing Program is a key factor in achieving **End User** satisfaction. In that regard, the Contact Person listed on **Form A**, or an alternate, shall be required to participate in an **H-GAC** vendor orientation/training as soon as possible after contract award. In addition, any other of Contractor's staff who will be involved in any way with the HGACBuy Program should participate in orientation. The orientation may be presented as a teleconference or webinar, or may be held in **H-GAC**'s offices as may be determined by **H-GAC** and Contractor to be the most efficient and effective form of delivery.

51. LEGAL & CONTRACTUAL REMEDIES

RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS

Procedure

Any actual or prospective **Offeror** or **Contractor** who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement. In order for an above mentioned party to enter the grievance process, a written complaint must be sent to the Office Services Manger of **H-GAC** by certified mail which identifies the following:

1. Name, mailing address and business phone number of the complainant.
2. Appropriate identification of the procurement being questioned.
3. A precise statement of reasons for the protest.
4. Supporting exhibits evidence or documents to substantiate any claims.

The grievance must be based on an alleged violation of **H-GAC**'s Procurement Procedures, a violation of State or Federal law (if applicable), or a violation of applicable grant or contract agreements to which **H-GAC** is a

party. Failure to receive a procurement award from **H-GAC** in and of itself does not constitute valid grievance. Upon receipt of grievance, the Office Services Manager will initiate the informal resolution process.

Expedited Resolution

The Procurement Officer or Departmental Manager responsible for the solicitation shall contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working days from date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Office Service Manager of the resolution with specifics on each point addressed in the original complaint.

If the Procurement Officer or Departmental Manager is not successful in resolving the allegations, the complaint along with the comments will be forwarded to the Office Service Manager immediately. The Office Service Manager will review all documentation. All interested parties will be given written notice of the date, time, and place of the hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing along with notice of appeal rights.

Appeals

The complainant may appeal the Office Service Manager's decision by submitting a written appeal, within five (5) working days, to the Executive Director of **H-GAC**. The Executive Director, upon receipt of a written notice of appeal, shall contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of **H-GAC** has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer shall conduct a hearing and forward a summary and recommended resolution to the Executive Director.

The decision reached by the Executive Director or his designee shall be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

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.

RESOLUTION OF CONTRACT DISPUTES

Upon breach or default, **H-GAC** shall give the **Contractor** written notice of default. If the default is not remedied, within a reasonable specified time from date of notification, to the satisfaction and approval of **H-GAC**, default will be declared.

Upon breach of contract or default, **H-GAC** may exercise any and all of its rights afforded by law, including but not limited to those referenced in the General Contract Provisions.

SOLICITATIONS OR AWARDS IN VIOLATION OF THE LAW

Contracts awarded in violation of the competitive process or otherwise in violation of the law are voidable by **H-GAC**.

52. NATIONWIDE SALES OPPORTUNITIES

HGACBuy provides purchasing services to local governments qualifying non-profits throughout the nation, and desires to make established contracts available to them wherever and whenever practicable. Therefore, once a contract is awarded, **Contractor** is expected to expand the scope of its marketing effort to include sales to **End Users** in all areas of the United States, and/or to assign any **H-GAC** contract to another contractor(s) as deemed appropriate by **H-GAC** in the interest of its End Users.

- **Contractor** may sell through **HGACBuy** anywhere subject to compliance with applicable laws and regulations. If the market structure in which **Contractor** operates requires a contract assignment for any particular sale, **H-GAC** will expect **Contractor** to assign the contract to a Manufacturer or to another Dealer(s). Such assignment must be approved by **H-GAC**.
- **Contractor**'s differential costs (e.g. transportation & delivery charges) and allowances (e.g. manufacturer's sales incentives) related to any sale may be charged to buyer.

End of Section A
GENERAL TERMS & CONDITIONS

SECTION B - PRODUCT SPECIFIC REQUIREMENTS
For
AMBULANCES, EMS & OTHER SPECIAL SERVICE VEHICLES

Table Of Contents

1. PURPOSE & SCOPE 1
2. COMMITMENT 1
3. EQUIPMENT CATEGORIES & PRODUCT CODES 2
4. GENERAL REQUIREMENTS 2
5. ABBREVIATIONS, ACRONYMS & DEFINITIONS 3
6. SAFETY INSPECTION AND LICENSES 3
7. EQUIPMENT MANUFACTURER'S SUPPORT 3
8. FACTORY TESTING 3
9. WARRANTY PERIOD 4
10. DELIVERY DOCUMENTATION 4
11. ELECTRICAL AND MECHANICAL REQUIREMENTS & FEATURES 4
12. TRADE IN CREDIT 5
13. STANDARDS ON BLOOD BORNE DISEASES 5
14. KKK-A-1822F – FEDERAL AMBULANCE SPECIFICATIONS 6
15. MINIMUM CAB/CHASSIS SPECIFICATIONS FOR AMBULANCES 6
16. OPTIONS AND ACCESSORIES FOR AMBULANCES 6
17. REMOUNT SERVICES ONLY 7
18. REMOUNT ON CONTRACTOR SUPPLIED CHASSIS 7
19. REFURBISHED SERVICES 7
20. OPTIONS & ACCESSORIES FOR VEHICLES OTHER THAN AMBULANCES 7
21. REQUIREMENTS FOR EQUIPMENT OTHER THAN AMBULANCES 7
22. COMPETITIVE PRICING 8
23. RESCUE UNITS 8
24 RESCUE/FIRE/EMS VESSELS 8
25. EVALUATONS AND AWARDS 8

1. PURPOSE & SCOPE

Members of **H-GAC**'s Cooperative Purchasing Program periodically have need of a variety of Ambulances, EMS and Other Specialty Vehicles, and may choose to buy them thru the Program. This Invitation and the specifications included and referenced herein are meant to establish minimum design and performance standards for such equipment, which shall be offered to members thru term contract(s).

2. COMMITMENT

Offeror is required to make some basic commitments to insure the overall success of this program. By submission of a response, offeror commits to the following:

- **Corporate/Sales Commitment** – A commitment that HGACBuy has the support of senior management and that HGACBuy will be the primary government contracting vehicle when offering services/products awarded from this solicitation to eligible end users nationwide. A further commitment to aggressively market the program, both independently as well in partnership with HGACBuy.

- **HUB Participation** – It is **H-GAC's** goal to have Historically Underutilized Business Enterprise (HUB) participation in providing services under a contract. IF **Offeror(s)** intends to employ subcontractors in providing services/products related to this solicitation, **Offeror(s)** shall make and demonstrate a good faith effort to include HUB participation under a contract. **Offeror(s)** good faith effort shall include, but is not limited to the following affirmative steps (ref. 2CFR 200.321):

1) Placing qualified small and minority businesses and women's business enterprises on solicitation list;

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;

NOTE: The term HUB as used in this solicitation is understood to encompass all programs/business enterprises such as Small Disadvantaged Business (SDB), Disadvantage Business Enterprise (DBE), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE).

3. EQUIPMENT CATEGORIES & PRODUCT CODES

The basic equipment categories included in this Invitation are listed below. Specific base bid items and associated **H-GAC** Product Codes are listed on **Form D**.

Equipment Categories (1st Character of Product Code)

A. Ambulance
B. Light/Medium Rescue Vehicle
C. Other Specialty Vehicle or Equipment
D. EMS Vehicle Conversions
E. Remounts

4. GENERAL REQUIREMENTS

- This Invitation is designed to obtain bids that will:

  A) Provide component prices for Emergency Medical Service Equipment and Units, and

  B) Provide a pricing structure or formula for services associated with the design, development, delivery, and installation of the equipment.

  At the direction of each End User Agency, Contractor shall develop individual, unit specific recommendations using the contractual component price list and service formulas.

  Contractor shall honor purchase orders for supply of new units and installation of Products on existing units, but will not be obligated to supply items such as stretchers, disposable medical supplies and oxygen tanks.

- **First Section of Bid - Place the completed Forms A, B, C, H, W-9, CIQ, Form 1295 and Form HB 89**
- **Form A's**

*An originally signed **Form A** from the all entities who are party to this submission and who should be offered a contract if this submission is successful. These entities should include the **Ambulance Manufacturer and / or Converter** and the **Franchised Texas Dealer**. **Form A's will be accepted from** those dealers outside Texas who have current or past sales through the program (Note: All other sales outside Texas should be coordinated through the manufacturer when possible). In those cases where sales must go through a dealer due to franchise agreements, **Form A's** will be accepted from those out-of-state dealers. For those only bidding conversions (i.e. mobile command, light rescues), **Form A's** from in state commercial chassis dealers for the underlying chassis make being quoted must be provided in order to sell in **Texas**.*

- **Spec/Quote Sheet**

*Bidder shall supply a spec/quote sheet for each product code bid on **Form D** (including remounts). **These sheets should** call out the H-GAC Product Code and detail what features are included in the price quoted on **Form D**.*

Note: The spec/quote sheet supplied in the solicitation for complete units should provide vehicle model year/date and/or the price level information. This information is needed in order to process price change request on vehicles bid on Form D.

- **Fees**

For all complete vehicles (Ambulances, EMS and Special Service) excluding remounts, there will be a flat fee of $1,000.00 assessed per purchase order. There will be a flat fee of $600.00 assessed per purchase order for remounts.

Note: For all non-vehicle products (boats, trailers etc.) there will be a fee of 1.5% of the total Purchase Order amount (Published Items) per purchase order. Offerors are responsible for taking this into account in determining bid pricing.

5. ABBREVIATIONS, ACRONYMS & DEFINITIONS

In addition to abbreviations, acronyms and definitions defined elsewhere herein, the following may also be found in these specifications:

AMD = Ambulance Manufacturers Division of the National Truck Equipment Association

Gallons. United States gallons.

PTO. Power takeoff.

Aluminum Constructed Body – patient module with all aluminum construction **including** structural components, cabinets, floors (no wood products used in construction).

General Constructed Body – patient module with aluminum structural components and other marine or exterior grade construction materials.

Chassis Powered – ambulance module powered by chassis electrical system.

Generator Powered – ambulance module including module mounted warning equipment and scene lights powered by on-board generator.

6. SAFETY INSPECTION AND LICENSES

A. **Safety Inspection**
Any vehicle bid to **H-GAC** shall include in the bid price, the cost of providing whatever Safety Inspection is required in the state of purchase, including documentation and windshield sticker.

B. **State Licenses**
Offeror must have all licensing required by any state in which business is conducted under an **H-GAC** Contract, and in particular the State of Texas, Department of Transportation, Motor Vehicle Division Code, if applicable. **Offeror must provide, in any response hereto, a copy of its current Texas MVD Motor Vehicle Dealers License and any other licenses (Converter, Trailer ect.) that may be required to sell their bid items in Texas.** Further, Contractor must provide licensing documentation for other states to **H-GAC** whenever requested.

7. EQUIPMENT MANUFACTURER'S SUPPORT

A. The Contractor shall be prepared to offer replacement parts and/or service at prevailing rates **Equipment and Units** shall maintain replacement parts and service for all equipment. An ample stock of individual components shall be carried for a minimum of seven (7) years after dates of acceptance by End Users of **Emergency Medical Service Equipment and Units**.

B. If any component becomes obsolete or unavailable, the Contractor shall be responsible for providing a device which will functionally replace the component if replacement parts are ordered. Ultimately, the Contractor shall, if required, replace the item with equipment of current manufacture which will provide the same functions.

C. Offeror shall certify by submission of this bid the capability to supply replacement parts (for ambulance coversions) as may be required for a period of at least seven (7) years after **Emergency Medical Service Equipment and Units** have been accepted by End User Agencies.

8. FACTORY TESTING

Emergency Medical Service Equipment and Units shall undergo extensive factory testing prior to shipment to End Users. Testing shall encompass all phases of **Emergency Medical Service Equipment and Units** equipment

from board or modular component level, to fully assembled status. Houston-Galveston Area Council shall be furnished documentation on request.
Note: End User Agency shall be responsible for travel and expenses related to factory inspections. Offeror may provide this travel as an option to End User Agency where permitted.

9. WARRANTY PERIOD

The warranty period for all equipment and accessories shall be, at a minimum, at least as per the standard warranty period normally offered by the manufacturer. This shall supercede any requirement related to warranty period stated in Section A.

A. The patient compartment, all modifications to the OEM chassis by Offeror on the accepted unit, equipment and parts shall be guaranteed for a minimum period of ONE (1) years against defects in design, materials, and workmanship. The warranty period shall begin upon final acceptance of the equipment. This warranty shall cover parts and labor expenses.
B. On type I & III emergency medical service MODULE the warranty period shall be **fifteen (15) years.**
C. This warranty shall be upgraded to its original status each time the module is remounted by Contractor or a Contractor authorized remount facility, not to exceed five (5) years above the original warranty.
D. Warranty of all system equipment shall be the sole responsibility of the Contractor under contract, but may be performed by their certified, designated agent.
E. In the event any component part of equipment or materials furnished under these specifications, or it's 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 shall at no expense to the End User agency or **H-GAC**, repair or replace equipment or component with new equipment or component.
F. Contractor shall furnish copies of warranties for all installed or otherwise provided equipment upon delivery of vehicle(s) to end user agencies. "On site" service shall be furnished for minor repairs and electrical problems by the contractor, but may be performed by their certified, designated agent emergency medical service units.

10. DELIVERY DOCUMENTATION

A. **User's Manual**
At least one (1) user or operators manual shall be furnished with each delivered piece of equipment. Manuals shall provide basic operational description of all equipment and other pertinent operational details. Manuals shall be concise, simple, and shall include pictures showing various operator controls.

B. **Installation / Service Manual & Schematics**
The Installation/Service Manual shall describe proper **Emergency Medical Service Equipment and Units** installation procedures. The manual shall include those details which are unique to the unit. The Installation/Service Manual shall also include a maintenance section with board overlays, schematic diagrams, and theories of operation. Explanation of diagnostic display interpretations shall also be included. All drawings shall be accurate, to a scale sufficiently large to show all pertinent features of unit/system items and method of connection, detailing components. Two each to be provided with each EMS unit delivered.

C. **Equipment Documentation**
Contractor shall deliver to End User Agency a complete set of manuals, warranties, warranty registration, instructions, etc. associated with any equipment installed or provided with the supplied Emergency Medical Service Equipment and Unit(s). This includes documentation for items such as sirens, lighting, siren speakers, oxygen devices, stretchers and cab-chassis.

11. ELECTRICAL AND MECHANICAL REQUIREMENTS & FEATURES

A. **Ergonomic Design**
Operator control functions, switches, buttons, and displays shall be designed to aid and enhance operator capabilities by minimizing efforts required to control equipment. Each function shall be labeled in a manner which minimizes operator error. Each major equipment function shall have an individual switch and associated indicator.

B. **Electrical Features**

1. Electronic circuitry employed throughout the **Emergency Medical Service Equipment and Units** may utilize integrated, solid state circuitry, and may utilize Very Large Scale Integration. The only exception allowed shall be relays for external interfaces and switches. Switches shall be rated for a minimum of one million (1,000,000) operations. On printed circuit boards, all active devices shall have designations screened onto the circuit board at each device location. All optional and auxiliary circuit output connections shall be screened onto the board for easy reference.

2. All **Emergency Medical Service Equipment and Units** electrical components should be of plug-in modular design. The plating material on circuit board edges, where plug-in contact is made, shall provide maximum reliability. All Copper traces on circuit boards shall be covered with protective materials which provide both isolation and non-conductivity.

C. **Equipment Interchange Ability**

For ease of service and reduction of spare parts, all components and similar equipment shall be interchangeable excepting minor adjustments, where applicable. The exchange of equipment by personnel of the End User Agency shall in no way constitute a violation of the warranty if performed according to basic steps listed in User's Manual or Installation/Service Manual. **Emergency Medical Service Equipment and Units** shall have all essential, standard maintenance areas located to provide ease of access.

D. **Standard Electrical Feature Expansion**

Field enhancement and expansion of standard electrical features shall be accomplished by modification or addition of required components to control the added features.

E. **General Installation Requirements**

1. The installation procedures for all equipment shall be accomplished in a complete and professional manner.

2. To conform with manufacturers' warranties, all equipment installed under this agreement having a manufacturer's warranty shall be installed by, or under the direction of, the manufacturer or his certified agent. All such manufacturers' warranties shall be forwarded to the End User Agency.

3. All work involving manufactured goods or products shall be performed in accordance with manufacturer's recommendations. Any and all items of work referred to by the specifications, unless specified to the contrary in writing, shall be the responsibility of the Contractor and shall be included in submitted bid.

4. Installations shall include all related costs to interface equipment to the **Emergency Medical Service Equipment and Units** sources. Contractor shall be responsible for freight, handling, unpacking, placement, cabling, and final configuration of all proposed equipment; and all of these costs shall be identified in the bid.

5. Contractor shall be responsible for maintaining safe, clean work area, removing associated debris as needed.

F. **Installation / Assembly Acceptance**

Each **Emergency Medical Service Equipment and Unit** installation/assembly shall be completed and thereafter accepted in written form by the End User Agency, with copy forwarded to the **H-GAC** for final acceptance.

12. TRADE IN CREDIT

Contractor may offer reduction in price through credit for trade-in of End User Agency equipment at market value negotiated between Contractor and End User Agency. However, Trade-In credit shall be used to reduce End User cost only after applicable totals are tabulated.

13. STANDARDS ON BLOOD BORNE DISEASES

All **Emergency Medical Service Equipment and Units** sold thru the Program executed shall be compliant with Occupational Safety and Health Administration BLOOD BORNE pathogen standards, National Fire Protection Association, Inc standards, and Center for Disease Control recommendations.

Emergency Medical Service Units shall be designed to expedite the removal of blood and other body fluids, provide isolated disposal areas for needle sharps and infected material, and eliminate use of materials in the manufacturing of units which provides a growth media for BLOOD BORNE pathogens.

14. KKK-A-1822F – FEDERAL AMBULANCE SPECIFICATIONS

All Ambulance equipment offered and sold hereunder must meet Federal Ambulance Specification KKK-A-1822F, and all modifications and enhancements to that specification as detailed in this Invitation. A copy of the Federal Ambulance Specifications may be downloaded at no cost from the internet at: FSS.GSA.GOV/VEHICLES/BUYING. (http://www.ntea.com/Downloads/AMD_KKK-A-1822F.pdf).

Note: Class 2 (four wheel driven - 4X4), Configuration A for all Types (as referenced in KKK A-1822F) can be included in the manufacturing options (**Form E**). All units are to be bid with **ALS Configuration** compliance. Offerors may offer a CREDIT on **Form E** for End User Agency choice of a **BLS Configuration** as an option as well.

15. MINIMUM CAB/CHASSIS SPECIFICATIONS FOR AMBULANCES

Offered commercial cab-chasses shall meet all specification herein, including the following:

- **All cab/chassis shall be current model Ford, Dodge, Chevrolet, GMC, International, Freightliner or other compliant cab & chassis,** with 47A ambulance prep-package, where applicable, to be included in the base unit price.
- Chassis OEM engine suitable for proposed units intended use with automatic transmission and drive train, with spin-on oil filter, dry paper element type air filter, minimum one-half inch clearance between fan blades and radiator, and radiator with heavy duty coolant recovery system.
- Multi-speed automatic w/auxiliary transmission cooler
- Power steering
- Brakes, dual hydraulic power, rear anti-lock braking system on type I, II, and III.
- Dual parking brake, cable actuated operated on type I, II, and III
- Factory air conditioning with engine driven compressor and environmentally safe freon, heavy duty cooling package and heavy-duty radiator
- OEM tinted glass
- Dual wheels, if applicable - wide track rear axle
- Unless specified by the end user, on Type I or III Modular Ambulance and Type II Van, single rear axle shall be the minimum specifications or according to payload requirements as indicated in the NFPA 1917 specification.
- Rear axle ratio suitable for intended use
- Heavy duty front springs with front stabilizer bar
- Heavy duty gas shock absorbers front and rear
- Heavy duty rear springs designed for intended use
- Radial tires with highway tread
- Spare tire and wheel as above
- Chrome front bumper
- OEM Exterior mirrors suitable for intended use
- Dual heavy-duty batteries providing cold cranking amperage suitable for intended use
- Mud flaps in compliance with Texas state law.
- Factory dual horns, electric
- Windshield wipers, with intermittent feature
- Factory installed fuel tanks
- Unless specified by the end user, paint should be Ford Polar White or approved equal
- Aero or equal halogen headlights w/impact-resistant lenses.
- **Electrical generating system**
  At minimum the ambulance shall be equipped with an OEM standard DC power from either a single or dual OEM alternator. Another brand of alternator may be substituted, provided the manufacturer of the alternator has a local service center and the alternator has been certified by a certified testing authority that the generating system meets the requirements of NFPA 1917. Increase to the capacity of the electrical system shall grow in accordance to the demand in the final electrical design of the system and the electrical load thereto. Exception to this requirement is an emergency medical service unit with an auxiliary generator set with electronic ignition, then the OEM cab-chassis 100 ampere or greater alternator is acceptable.

16. OPTIONS AND ACCESSORIES FOR AMBULANCES

Bidder shall provide a thorough listing of options on **Form E** for the categories listed below. Bidder may list/price these options individually or provide a catalog specifying the pricing/discount structure. All catalogs must be identified (name, effective date, year) on **Form E**. If catalog is submitted, bidder shall provide a copy of this

catalog w/bid. The catalog/retail price book bid shall be the one in effect at the time of bid submittal. In any event, manufacturers' descriptions, part numbers, and pricing must be provided. Pricing must include installation on the vehicle when part of original vehicle order. Where one of these options is standard equipment, buyer may choose to take a credit in lieu of the required option, provided omission of the item does not make the unit non-compliant with **NFPA, QVM** and/or any other applicable certifications. This list is not meant to be restrictive or all inclusive. Offeror is expected to provide a complete listing of options/accessories with the response.

Required Option (To be bid on Form E) – (SAE J3027) – Ambulance Litter Integrity, Retention and Patient Restraint must be provided where the states or end users request it. The Cot Fastener Assembly shall be bid as an option by the contractor (Form E).

Note: Bidder is encouraged to list chassis credits (where applicable) on **Form E.**

Option and Accessory Categories

- Emergency Lighting & Light Bars
- Audible Warning Devices
- Bumpers, Guards & Trim
- Cab/chassis Options & Accessories
- Electrical Options & Accessories
- Operator Control Panel Options & Accessories
- Patient Module Exterior/Construction Options & Accessories
- Patient Module Interior Options & Accessories
- Patient Module Window Options
- Patient Transport/Restraint Options & Accessories

Note: All priced options (Form E) may be offered for separate purchase to End Users. Individual purchase orders for these options cannot exceed $50,000.00 (H-GACBuy Fee – 1.5%)

17. REMOUNT SERVICES ONLY

Remount Services have been added to **Form D** as a base bid line item. Bid pricing for this service shall include the cost of removing an existing body and reinstalling it on a different chassis, **only**. This service would apply where the chassis was supplied by the end user.
Note: Remounting Services are to be performed by an authorized dealer/remounter. Any specific certifications or warranties that may be requested by an end user regarding remounts is the end users responsibility and shall be negotiated between the end user and the supplier/contractor when services are quoted.

18. REMOUNT ON CONTRACTOR SUPPLIED CHASSIS

Remounts on Contractor Supplied Chassis have been added to **Form D** as a base bid line item. Bid pricing for this line item shall include the cost of the chassis plus the removal and reinstallation of the body, **only.**
Note: Remounting Services are to be performed by an authorized dealer/remounter. Any specific certifications or warranties that may be requested by an end user regarding remounts is the end users responsibility and shall be negotiated between the end user and the supplier/contractor when services are quoted.

19. REFURBISHED SERVICES

Refurbishing parts/services are to be bid as published options on **Form E.** These published options are available for purchase by members separately and independently from associated base line items. The cost cannot exceed $50,000.00. If quoting refurbishing services where the price exceeds $50,000.00, it must be tied to a base bid line item (Remounts) listed on **Form D.**

20. OPTIONS & ACCESSORIES FOR VEHICLES OTHER THAN AMBULANCES

Offeror shall quote a wide variety of upgrades and accessories to insure that End Users may be able to configure any purchased vehicle to meet their requirements.

21. REQUIREMENTS FOR EQUIPMENT OTHER THAN AMBULANCES

Equipment other than ambulances shall be built to standard published OEM specifications for the specific equipment offered, and must meet the requirements of any applicable federal (FMVSS), state (TxDOT) or local law or

regulation. All emergency vehicles, chassis, modular body equipment, devices, accessories, and electronic equipment delivered under this contract shall carry the manufacturers' standard warranty for a minimum of 1 year against defects in materials, workmanship and performance.

22. COMPETITIVE PRICING

By submission of a response, **Offeror** certifies that offered pricing is as good as or better than pricing offered to local government customers individually or thru any other program under normal circumstances. If such is not the case, **Offeror** shall explain how offered pricing differs from "best" pricing, and by how much.

23. RESCUE UNITS

Units not having firefighting capabilities (water tanks or pressurized foam tanks) shall be in accordance with the latest revision of NFPA 1901. The rescue vehicle, chassis rescue body, equipment, rescue accessories and electronic equipment to be delivered under this contract shall be standard commercial products, tested and certified to meet this specification. The vehicle shall comply with all Federal Motor Vehicle Safety Standards (FMVSS) and United States regulations applicable or specified for the year of manufacturer.

24. RESCUE/FIRE/EMS VESSELS

Boats outfitted for fire suppression, on-water rescue, scuba diver deployment, patrol & surveillance duties. These vessels meet the applicable standards and guidelines as provided by the following: US Coast Guard, ABS (American Bureau of Shipping), NFPA and ABYC (American Boat & Yacht Council).

25. EVALUATIONS AND AWARDS

Bids will be evaluated by H-GAC Staff in compliance with stated requirements. Contracts will be awarded to the "lowest responsive responsible Bidder(s) providing best value" for each base line item offered. A minimum threshold score of **70 points** will be required before a contract may be offered.

PRICING – An analysis of Bidder's submitted bid price will be conducted for each base line item using **Form D** and **Form E.** Bidders with the lowest total price for each line item will receive **a maximum score of 70 points,** the next lowest, **69**, et cetera.

PAST PERFORMANCE – An evaluation will be conducted of the Bidder's previous contract performance as an HGACBuy contractor based on the performance measured listed below. **Maximum score is 25 points.**

PERFORMANCE MEASURES
Timely response to request for information and/or request for quotes/pricing (Sec A, 48b)
Accurate preparation of Contract Pricing Worksheet(s) (Sec A 48e)
Timely delivery of product or services (as quoted at time of order placement) (Sec A, 25c)
Quality of products/service (Sec A, 25d, 44f)
Timely and accurate submission of Contractor's Activity Report (Sec A, 48h)
Timely payment of order processing charge (Sec A, 44g, 44h)

NOTE: For **Joint Bids,** each Form A submitted in the Bidders response will be scored per the above criteria and an overall average will be taken of all Form A's submitted to determine the Performance score for each submission.

MARKETING PLAN (Form H) – Bidder shall provide a written narrative explaining in some detail activities that will be undertaken to actively market and promote an H-GAC contract to local government and non-profit End Users. Plan may include items such as types of media to be used, frequency of outreach campaigns or designated staff resources assigned to such tasks. **Maximum score is 5 points.**

Specifications prepared by
Houston-Galveston Area Council
Cooperative Purchasing Program

This is the end of the Section B

SECTION C - H-GAC FORMS

(Rev 12/02/09)

For Use In Responding To Competitive Bid And Proposal Invitations

Invitation No.: AM10-18

Title: Ambulances, EMS & Other Special Service Vehicles

This Section contains the following **H-GAC** *FORMS*.

FORM	DESCRIPTION
Form A:	Offeror Identification and Authorized Signatory
Form B:	Historically Underutilized Business Enterprises
Form C:	Response Checklist
Form D:	Offered Items Pricing
Form E:	Published Options
Form-H	Marketing Plan
Form W-9	Request for Taxpayer Identification Number and Certification
Form CIQ	Conflict of Interest Questionnaire
Form 1295	Certificate of Interested Parties
HB 89	Prohibition on Contracts with Companies Boycotting Israel

These *FORMS* are hereby made available in electronic format. They should be copied to Offeror's computer for completion and/or printout as required. The *FORMS* **may not** be changed or altered in any way, except as may be specified on the *FORM*.

ALL completed *FORMS* must also be submitted electronically on electronic media (DVD, CDRom, flash/thumb drive), excepting of course for signatures. The printed "Original" of the response will be considered as the official copy in case of any discrepancy between the electronic version and the printed Original.

FORM A - OFFEROR IDENTIFICATION & AUTHORIZED SIGNATORY
(DO NOT handwrite this Form. Information must be typed in.)

Invitation No.: AM10-18

Invitation Title: Ambulances, EMS & Other Special Service Vehicles

Offeror Company: _____
(Legal name of business which will appear on contract, if awarded)

Offeror Status: ☐ **Manufacturer** ☐ **Dealer/Distributor** ☐ **Other**

Response Type(1): ☐ **Single Offeror Acting Alone Or As Lead** ☐ **Multiple Offerors Acting Jointly**

Contract Signatory(2): _____ **Title:** _____

Mailing Address(3): _____
Street/PO Box City State & Zip

Physical Address: _____
Street City State & Zip

Phone: _____ **Fax:** _____

Email Address: _____

Federal Tax ID No.: _____ **Web Page URL:** _____

(1) If Joint Offering, all parties must submit a signed Form A. A contract will be offered to each.
(2) Person who will sign final contract documents if an award is made.
(3) Address to which final contract documents would be sent for signature.

Member Contact Information

Contact Person(4): _____ **Title:** _____

Mailing Address: _____
Street/PO Box City State & Zip

Physical Address: _____
Street City State & Zip

Toll Free Phone: _____ **Fax:** _____

Email Address: _____

(4) Person who End Users will contact for product information and to get pricing quotes.

The Signatory below, on behalf of Offeror:

- Acknowledges having thoroughly reviewed the Invitation;
- Attests to having the authority to sign this response and commit Offeror to honor all requirements;
- Makes, under penalty of perjury, all required Offeror Certifications as detailed in General Terms;
- Certifies that all information provided in this Response is true and correct.

Signature: _____ **Title:** _____

Printed Name: _____ **Date:** _____

FORM B - HISTORICALLY UNDERUTILIZED BUSINESS ENTERPRISES **Procurement No.:** AM10-18

Title: Ambulances, EMS & Other Special Service Vehicles

Offeror:

Most, if not all, of the Members of HGACBuy are subject to various requirements relative to purchasing goods and services from Historically Underutilized Business Enterprises (HUBs)(See Note 1). These requirements are promulgated by federal and state governmental authorities, and include measureable criteria such as 'percentage of total dollars spent directed to HUBs', 'number of HUB contractors used', 'HUB subcontractors employed by primary contractors', etc. These requirements are generally formalized in goal oriented programs.

HGACBuy is comitted to promoting full and equal business opportunities for HUB contractors, and to assisting Cooperative Purchasing Program (COOP) Members in meeting mandated HUB goals. In that regard, Contractor shall make a good faith effort to use the services of Certified/Listed (See Note 2) HUBs whenever possible.

As part of a good faith effort, Contractor agrees to work with and assist HGACBuy Members in meeting HUB targets and goals, as may be required by any rules, processes or programs they might have in place. Such assistance may include such things as compliance with reporting requirements, provision of documentation, consideration of 'Certified/Listed' subcontractors, provision of documented evidence that an active participatory role for a HUB entity was considered in a procurement transaction, etc.

Note 1: There are many designations other than "HUB" used across the country within various jurisdictions. Examples include terms such as Disadvantaged Business Enterprise (DBE), Minority Owned Business Enterprise (MBE), Woman Owned Business Enterprise (WBE), Small Disadvantaged Business (SDB), Small, Woman or Minority-owned Business (SWAM), etc. Regardless of the formal designation, the overall objective of the relavant programs is basically the same, i.e. to insure that disadvantaged and underutilized members of the business community receive a fair share of public spending. The term HUB as used herein shall be understood to encompass all such programs/business enterprises, no matter what terminology is used by the Member.

Note 2: The terms "Certified" and "Listed" as used in conjunction with HUB programs relate to the process of HUB qualification review. Jurisdictions usually require that companies claiming HUB status be reviewed and confirmed as meeting certain minimum requirements to claim that status, and that the review and confirmation process be carried out by certain designated entities. They are then "Certified" or "Listed" by having their name included on an official listing published by the Certifying or Listing Authority.

Accepted and Agreed By:

Title: Date:

HUB Status Of Offeror

Designation(s):

Certifying/Listing Authority(s):

Subcontracts

On a separate sheet, list any subcontractors that would be employed in providing products or services related to this procurement. Include subcontractor name, designation (HUB, DBE, etc.) and certifying/listing authority.

AMBULANCES, EMS AND OTHER SPECIAL SERVICE VEHICLES

Background

H-GAC received and opened twenty competitive bids for Ambulances, EMS and Other Special Service Vehicles on June 7, 2018. The following companies submitted bids:

Autolycus Industries Inc. dba FastLane Emergency Vehicles *	Purcellville, VA
Braun Industries, Inc. *	Van Wert, OH
Braun Northwest, Inc. *	Chehalis, WA
Chastang Enterprises dba Chastang Ford *	Houston, TX
Crestline Coach LTD *	Saskatoon, SK Canada
Daco Fire Equipment Inc. *	Lubbock, TX
Demers Ambulance USA Inc. *	Plattsburgh, NY
Excellance, Inc. *	Madison, AL
First Priority Emergency Vehicles, Inc. *	Manchester, NJ
Frazer, Ltd. *	Houston, TX
Frontline Communications, a division of Pierce Manufacturing, Inc. *	Clearwater, FL
LDV, Inc. *	Burlington, WI
Matthews Specialty Vehicles, Inc.	Greensboro, NC
McCoy Miller / REV Ambulance Group Orlando, Inc. *	Winter Park, FL
Osage Industries *	Linn, MO
P. L. Custom Body and Equipment Co., Inc. *	Manasquan, NJ
Professional Ambulance Sales & Service *	Alvarado, TX
Siddons-Martin Emergency Group *	Houston, TX
Southwest Ambulance Sales, LLC	Kennedale, TX
TechOps Specialty Vehicles, LLC *	Stevensville, MD

*Joint Bid

Current Situation

All bid responses have been evaluated by H-GAC staff. Twenty bids (consisting of seventy-four vendors) are being recommended for award. Request authorization of contracts with the lowest responsible bidders for product items as summarized in the Award Recommendation Table and, as may be applicable, to extend contract assignments to other authorized entities during the contract period. If an awarded bidder fails to execute a contract within forty-five days, fails to maintain required licenses, or is determined to be ineligible, authorization is requested to contract with the next lowest responsible bidder. Award is subject to certification of required Texas Motor Vehicle Licensing.

Funding Source

Participating local government purchasers

Budgeted
N/A

Action Requested
Request authorization of contracts with the lowest responsible bidders for Ambulances, EMS and Other Special Service Vehicles. (Staff Contact: Ronnie Barnes)

ATTACHMENTS:

- AM10-18 Award Recommendation Table Cover Memo

AM10-18 Award Recommendation Table

H-GAC Product Code	Bidder (In-State Award)	Bidder (Out-of-State Award)
American Emergency Vehicles		
A. Ambulances		
AM18AA01-AM18AA28	Professional Ambulance Sales & Service	Halcore Group, Inc. dba American Emergency Vehicles
E. Remounts		
AM18AE01-AM18AE09	Professional Ambulance Sales & Service	Halcore Group, Inc. dba American Emergency Vehicles
Braun		
A. Ambulances		
AM18BA01-AM18BA27	Nexus Emergency Group	Braun Industries, Inc.
E. Remounts		
AM18BE01-AM18BE27	Nexus Emergency Group	Braun Industries, Inc.
Braun Northwest		
A. Ambulances		
AM18CA01- AM18CA16	Longhorn International Trucks, LTD dba Kyrish Truck Center of Austin	Braun Northwest, Inc.
C. Specialty Vehicles or Equipment		
AM18CC09, AM18CC14	Longhorn International Trucks, LTD dba Kyrish Truck Center of Austin	Braun Northwest, Inc.
E. Remounts		
AM18CE01-AM18CE11	Longhorn International Trucks, LTD dba Kyrish Truck Center of Austin	Braun Northwest, Inc.
B. Light/Medium Rescue Vehicles		
AM18CB01-AM18CB12		Braun Northwest, Inc. Longhorn International Trucks, LTD dba Kyrish Truck Center of Austin
C. Specialty Vehicles or Equipment		
AM18CC01-AM18CC08, AM18CC10- AM18CC13		Braun Northwest, Inc. Longhorn International Trucks, LTD dba Kyrish Truck Center of Austin

Crestline		
A. Ambulances		
AM18DA01-AM18DA18	Nexus Emergency Group	Crestline Coach LTD

Demers		
A. Ambulances		
AM18EA01–AM18EA23 E. Remounts: AM18EE01-AM18EE04		Demers Ambulance USA Inc., First Priority Emergency Vehicles, Inc., Glick Fire Equipment Company Inc., North Eastern Rescue Vehicles, Inc., Pinnacle Emergency Vehicles, LLC, RedStorm Fire & Rescue Apparatus Inc., RedSky Fire Apparatus LLC dba RedSky Emergency Vehicles
Excellance		
A. Ambulances		
AM18FA01-AM18FA26	Steele Fire Apparatus	Excellance, Inc.
E. Remounts		
AM18FE01-AM18FE07, AM18FE09-AM18FE21, AM18FE23-AM18FE28	Steele Fire Apparatus	Excellance, Inc.
FastLane Emergency Vehicles		
B. Light/Medium Rescue Vehicles		
AM18GB01-AM18GB03	Chastang Enterprises dba Chastang Ford	Autolycus Industries Inc. dba FastLane Emergency Vehicles
C. Specialty Vehicles or Equipment		
AM18GC01-AM18GC02, AM18GC05-AM18GC06, AM18GC09, AM18GC12, AM18GC19, AM18GC22	Chastang Enterprises dba Chastang Ford	Autolycus Industries Inc. dba FastLane Emergency Vehicles
B. Light/Medium Rescue Vehicles		
AM18GB04-AM18GB06	Chastang Enterprises – Angleton, LLC dba Chastang Chrysler Dodge Jeep Ram	Autolycus Industries Inc. dba FastLane Emergency Vehicles
C. Specialty Vehicles or Equipment		
AM18GC10, AM18GC13, AM18GC16, AM18GC18, AM18GC21, AM18GC24	Chastang Enterprises – Angleton, LLC dba Chastang Chrysler Dodge Jeep Ram	Autolycus Industries Inc. dba FastLane Emergency Vehicles
C. Specialty Vehicles or Equipment		
AM18GC03-AM18GC04, AM18GC07-AM18GC08, AM18GC11, AM18GC14, AM18GC20, AM18GC23	Five Star Chevrolet, LLC	Autolycus Industries Inc. dba FastLane Emergency Vehicles

FastLane Emergency Vehicles		
C. Specialty Vehicles or Equipment		
AM18GC15, AM18GC17	Austin Truck & Equipment LTD dba Freightliner of Austin	Autolycus Industries Inc. dba FastLane Emergency Vehicles
Frazer		
C. Specialty Vehicles or Equipment		
AM18HC01-AM18HC02, AM18HC31	Knapp Chevrolet	Frazer, Ltd.
D. EMS Vehicle Conversion		
AM18HD01-AM18HD03, AM18HD17, AM18HD21	Knapp Chevrolet	Frazer, Ltd.
E. Remounts		
AM18HE01-AM18HE03, AM18HE17, AM18HE19, AM18HE21-AM18HE22	Knapp Chevrolet	Frazer, Ltd.
C. Specialty Vehicles or Equipment		
AM18HC03-AM18HC12, AM18HC19-AM18HC24, AM18HC32	McCall F Inc. dba Sterling McCall Ford	Frazer, Ltd.
D. EMS Vehicle Conversion		
AM18HD04-AM18HD05, AM18HD10-AM18HD11, AM18HD18-AM18HD20, AM18HD22	McCall F Inc. dba Sterling McCall Ford	Frazer, Ltd.
E. Remounts		
AM18HE04-AM18HE05, AM18HE10-AM18HE11, AM18HE18, AM18HE20, AM18HE23-AM18HE32	McCall F Inc. dba Sterling McCall Ford	Frazer, Ltd.
C. Specialty Vehicles or Equipment		
AM18HC13-AM18HC18, AM18HC25-AM18HC28	Mac Haik Dodge Chrysler Jeep	Frazer, Ltd.
D. EMS Vehicle Conversion		
AM18HD06-AM18HD09, AM18HD12-AM18HD14	Mac Haik Dodge Chrysler Jeep	Frazer, Ltd.
E. Remounts		
AM18HE06-AM18HE09, AM18HE12-AM18HE14, AM18HE33-AM18HE38	Mac Haik Dodge Chrysler Jeep	Frazer, Ltd.
C. Specialty Vehicles or Equipment		
AM18HC34, AM18HC36	Houston Freightliner, Inc.	Frazer, Ltd.

Frazer		
D. EMS Vehicle Conversion		
AM18HD16	Houston Freightliner, Inc.	Frazer, Ltd.
E. Remounts		
AM18HE16	Houston Freightliner, Inc.	Frazer, Ltd.
C. Specialty Vehicles or Equipment		
AM18HC33, AM18HC35	Twin State Trucks, Inc. dba Pliler International	Frazer, Ltd.
D. EMS Vehicle Conversion		
AM18HD15	Twin State Trucks, Inc. dba Pliler International	Frazer, Ltd.
E. Remounts		
AM18HE15	Twin State Trucks, Inc. dba Pliler International	Frazer, Ltd.
C. Specialty Vehicles or Equipment		
AM18HC29-AM18HC30	Frazer, Ltd.	
D. EMS Vehicle Conversion		
AM18HD23-AM18HD26	Frazer, Ltd.	
E. Remounts		
AM18HE39-AM18HE41	Frazer, Ltd.	
Frontline Communications		
C. Specialty Vehicles or Equipment		
AM18IC01-AM18IC22	Siddons-Martin Emergency Group LLC	Pierce Manufacturing, Inc. dba Frontline Communications, a division of Pierce Manufacturing, Inc., Emergency Equipment Professionals, Inc., Conrad Fire Equipment Inc., Atlantic Emergency Solutions, Inc., Finley Fire Equipment Inc., G&W Diesel Service Inc. dba Emergency Vehicle Specialists , Firematic Supply Co, Inc., Glick Fire Equipment Co. Inc., MacQueen Equipment, Inc. dba MacQueen Emergency Group, Reliant Fire Apparatus, Inc., South Coast Fire Equipment, Ten-8 Fire Equipment, Inc.

General Truck Body		
C. Specialty Vehicles or Equipment		
AM18JC01, AM18JC03-AM18JC04, AM18JC06, AM18JC08-AM18JC16, AM18JC31-AM18JC32, AM18JC40-AM18JC48	Chastang Enterprises dba Chastang Ford	General Body Manufacturing Company Inc.
C. Specialty Vehicles or Equipment		
AM18JC02, AM18JC05, AM18JC07, AM18JC17-AM18JC18, AM18JC22-AM18JC30	Chastang Enterprises – Angleton, LLC dba Chastang Chrysler Dodge Jeep Ram	General Body Manufacturing Company Inc.
Horton		
A. Ambulances		
AM18KA01-AM18KA20	Professional Ambulance Sales & Service	Halcore Group Inc. dba Horton Emergency Vehicles
E. Remounts		
AM18KE01-AM18KE09	Professional Ambulance Sales & Service	Halcore Group Inc. dba Horton Emergency Vehicles
Lake Assault Boats		
C. Specialty Vehicles or Equipment		
AM18LC01-AM18LC14	Siddons-Martin Emergency Group, LLC	Lake Assault Boats LLC
LDV		
C. Specialty Vehicles or Equipment		
AM18MC03-AM18MC09	Austin Truck & Equipment LTD dba Freightliner of Austin	LDV, Inc.
AM18MC01-AM18MC02, AM18MC10-AM18MC14		LDV, Inc.
Life Line		
A. Ambulances		
AM18NA01-AM18NA20	Daco Fire Equipment Inc.	Life Line Emergency Vehicles Inc. Specialty Vehicles, Inc.
E. Remounts		
AM18NE01-AM18NE14	Daco Fire Equipment Inc.	Life Line Emergency Vehicles Inc. Specialty Vehicles, Inc.

Matthews Specialty Vehicles, Inc.		
C. Specialty Vehicles or Equipment		
AM18PC01-AM18PC37		Matthews Specialty Vehicles, Inc.
McCoy Miller		
A. Ambulances		
AM18QA01-AM18QA15, AM18QA17-AM18QA24	HFJ Group, LLC dba Lone Star Emergency Group	REV Ambulance Group Orlando, Inc., McCoy Miller Burgess Ambulance Sales, Inc., Laake Enterprises, Inc. dba Fesco Emergency Sales, Holland Motor Homes & Bus Co. dba Emergency Vehicles Plus
Medix		
A. Ambulances		
AM18RA01-AM18RA41	Southwest Ambulance Sales LLC	
E. Remounts		
AM18RE01-AM18RE13, AM18RE15	Southwest Ambulance Sales LLC	
First Priority		
B. Light/Medium Rescue Vehicles		
AM18SB01-AM18SB08		First Priority Emergency Vehicles, Inc.
C. Specialty Vehicles or Equipment		
AM18SC02-AM18SC03, AM18SC06-AM18SC07, AM18SC10-AM18SC11, AM18SC16-AM18SC19		First Priority Emergency Vehicles, Inc.
E. Remounts		
AM18SE01, AM18SE03-AM18SE05, AM18SE08-AM18SE11, AM18SE20, AM18SE22		First Priority Emergency Vehicles, Inc.
C. Specialty Vehicles or Equipment		
AM18SC20-AM18SC21	First Priority Emergency Vehicles, Inc.	
C. Specialty Vehicles or Equipment		
AM18SC01, AM18SC04-AM18SC05	Bruner Motors Inc. dba Bruner Motors – GMC, Chevrolet & Dodge	First Priority Emergency Vehicles, Inc.
E. Remounts		
AM18SE06-AM18SE07, AM18SE12-AM18SE19	Bruner Motors Inc. dba Bruner Motors – GMC, Chevrolet & Dodge	First Priority Emergency Vehicles, Inc.

First Priority		
C. Specialty Vehicles or Equipment		
AM18SC08-AM18SC09, AM18SC12-AM18SC15	Austin Truck & Equipment LTD dba Freightliner of Austin	First Priority Emergency Vehicles, Inc.
E. Remounts		
AM18SE21	Austin Truck & Equipment LTD dba Freightliner of Austin	First Priority Emergency Vehicles, Inc.
Osage		
A. Ambulances		
AM18TA01-AM18TA27	Nexus Emergency Group	Osage Industries, Inc.
E. Remounts		
AM18TE01-AM18TE15	Nexus Emergency Group	Osage Industries, Inc.
P. L. Custom Emergency Vehicles		
A. Ambulances		
AM18WA01-AM18WA23 B. Light/Medium Rescue Vehicles: AM18WB01-AM18WB30 C. Specialty Vehicles or Equipment: AM18WC01-AM18WC06 E. Remounts: AM18WE01-AM18WE11	Webb Apparatus of Texas L.L.C.	P. L. Custom Body and Equipment Co., Inc., Delmarva Pump Center Inc. dba DPC Emergency Equipment, Goodman Specialized Vehicles, LLC New England Fire Equipment and Apparatus Corp., Ronald B Morin dba Sugarloaf Ambulance/Rescue Vehicles
Road Rescue		
A. Ambulances		
AM18XA01-AM18XA02, AM18XA04, AM18XA06-AM18XA07, AM18XA09, AM18XA11-AM18XA13, AM18XA15, AM18XA17, AM18XA19-AM18XA20, AM18XA22, AM18XA24, AM18XA26, AM18XA28, AM18XA30, AM18XA36-AM18XA41, AM18XA49-AM18XA50, AM18XA53 E. Remounts: AM18XE01-AM18XE12, AM18XE14-AM18XE15	Siddons-Martin Emergency Group, LLC	REV Ambulance Group Orlando, Inc. – Road Rescue, Absolute Fire Protection Co. Inc., Holland Motor Homes & Bus Co. dba Emergency Vehicles Plus, Burgess Ambulance Sales, Inc., Fire Service Incorporated, Minuteman Fire & Rescue Apparatus, Inc., REV RTC Inc. dba Hall-Mark RTC, True North Equipment Inc. dba True North Emergency Equipment, L. I. Proliner, Inc., Atlantic Emergency Solutions, Inc., Everest Emergency Vehicles, Inc.

TechOps Specialty Vehicles		
B. Light/Medium Rescue Vehicles		
AM18BBB01-AM18BBB02, AM18BBB06-AM18BBB08, AM18BBB12	Chastang Enterprises dba Chastang Ford	TechOps Specialty Vehicles, LLC
C. Specialty Vehicles or Equipment		
AM18BBC07, AM18BBC09, AM18BBC11, AM18BBC14, AM18BBC17, AM18BBC20, AM18BBC23, AM18BBC27-AM18BBC28, AM18BBC39	Chastang Enterprises dba Chastang Ford	TechOps Specialty Vehicles, LLC
B. Light/Medium Rescue Vehicles		
AM18BBB03-AM18BBB05, AM18BBB09-AM18BBB10	Bruner Motors Inc. dba Bruner Motors – GMC, Chevrolet & Dodge	TechOps Specialty Vehicles, LLC
C. Specialty Vehicles or Equipment		
AM18BBC01-AM18BBC06, AM18BBC08, AM18BBC10, AM18BBC12, AM18BBC15, AM18BBC18, AM18BBC21, AM18BBC24, AM18BBC29, AM18BBC38, AM18BBC40	Bruner Motors Inc. dba Bruner Motors – GMC, Chevrolet & Dodge	TechOps Specialty Vehicles, LLC
B. Light/Medium Rescue Vehicles		
AM18BBB15-AM18BBB16	Houston Freightliner, Inc.	TechOps Specialty Vehicles, LLC
C. Specialty Vehicles or Equipment		
AM18BBC13, AM18BBC16, AM18BBC19, AM18BBC22, AM18BBC26, AM18BBC31	Houston Freightliner, Inc.	TechOps Specialty Vehicles, LLC
B. Light/Medium Rescue Vehicles		
AM18BBB11, AM18BBB13-AM18BBB14		TechOps Specialty Vehicles, LLC
C. Specialty Vehicles or Equipment		
AM18BBC25, AM18BBC30, AM18BBC32-AM18BBC33, AM18BBC35-AM18BBC37		TechOps Specialty Vehicles, LLC
C. Specialty Vehicles or Equipment		
AM18BBC34, AM18BBC41-AM18BBC42	TechOps Specialty Vehicles, LLC	

Wheeled Coach		
A. Ambulances		
AM18CCA01-AM18CCA02, AM18CCA04, AM18CCA06-AM18CCA19, AM18CCA21-AM18CCA25 E. Remounts: AM18CCE01-AM18CCE14	Siddons-Martin Emergency Group, LLC	REV Ambulance Group Orlando, Inc. – Wheeled Coach, Alpha Omega Industries, LLC dba 911 Fleet and Fire Equipment LLC, Holland Motor Homes & Bus Co. dba Emergency Vehicles Plus,Fire Service Incorporated, G&W Diesel Service Inc. dba Emergency Vehicle Specialists, Greenwood Emergency Vehicles LLC, Keystone Emergency Vehicles, Inc., L. I. Proliner Inc. , REV RTC Inc. dba Hall-Mark RTC Select Custom Apparatus, Inc., Southern Emergency Consultants, Inc. True North Equipment Inc. dba True North Emergency Equipment, Atlantic Emergency Solutions, Inc., Everest Emergency Vehicles, Inc., Michael G Muster dba Muster Emergency Vehicles Inc.

QUOTATION

Jacksonville Fire Rescue Richard Reichard 214 N. Hogan St, Suite 800 Jacksonville, Fl 32202	Ten-8 Fire Equipment, Inc. Cindy Morgan 2904 59th Ave. Dr. E. Bradenton, FL 34203 800-228-8368 cmorgan@ten8fire.com

Exp. Date: 01/20/2019
Quote No: 10001-0027
Job/Order No: ERIC WILCOX
11/19/2018

PART NO	DESCRIPTION	QTY
	KKK FEDERAL SPECIFICATION REQUIRED	1
	KKK CHANGE NOTICE 8 REQUIRED	1
00-01-0018	BIDDER KKK-A-1822F CHANGE NOTICE 8 COMPLIANT	1
00-01-0019	BIDDER KKK-A-1822F CHANGE NOTICE 9 COMPLIANT	1
00-01-0020	BIDDER KKK-A-1822F CHANGE NOTICE 10 COMPLIANT	1
00-01-0024	HGAC CONTRACT This order does specify an HGAC contract	1
00-01-0031	NO PERFORMANCE BOND REQUIRED No Performance Bond Required	1
00-01-0041	NO BID BOND REQUIRED No Bid Bond Required	1
00-01-0052	YES REQUIRED DELIVERY DATE This unit must be delivered within _180-210___ calendar days from receipt of order and chassis. Any requests for a penalty clause is null / void unless accompanied by a signed Liquidated Damages Agreement (reference BPES-P-272-100) with Braun.	1
00-01-0054	PRECONSTRUCTION MEETING REQUIRED / REQUESTED The purchaser and / or end user would like to request a Pre-Construction meeting with the manufacturer. Please specify date / time requested for Pre-Construction meeting:	1
00-01-0061	PURCHASE AGREEMENT	1
00-01-0062	LEAD TIME DEFINED PLEASE NOTE: Vehicle lead time is established upon date of accepted order and receipt of chassis.	1
00-01-0081	OEM - CHASSIS INCENTIVE REQUEST FORM OEM Chassis Incentive rebates are not currently available for MY2020 - apr 10/25/18	1
00-01-0091	REQUIRED REMAINING EQUIPMENT PAYLOAD: The required remaining equipment payload for this unit is:_____	1
00-01-0142	TYPE I - AMBULANCE - EXPRESS + I - 72" INTERIOR HEADROOM 2018 Express + Type I - 150" Module - 72" Interior Headroom	1

PART NO	DESCRIPTION	QTY
	CHASSIS PACKAGES	1
09-10-0117	PACKAGE - 2018 MODULE WITH 2020 CHASSIS CHEVY SILVERADO C3500 **Estimated chassis price for MY2020. Chassis price subject to change with final OEM pricing release. Chassis to be Chevy Silverado 3500HD 2wd gas regular cab chassis 162" WB, 83.58"CA. 6.0L engine Chassis to be painted OEM red OEM wheel covers Two (2) fuel tanks By-pass chassis battery isolator and wire both batteries hot at all times. Spare tire delete No carpet for cab floor Explore options for back up camera tied into OEM radio once order bank opens	1
10-01-0125	CHASSIS - FORD F-350 CHASSIS, 169" WB 4 x 2 DRW	1
10-01-0125	CHASSIS - FORD F350 Delete std chassis	1
20-10-0099	FUEL TANK - FULL UPON FACTORY RELEASE	1
20-10-0206	BATTERY - TWO SYSTEM	1
20-10-0603	ENGINE BLOCK HEATER - OEM PLUG	1
20-20-0133	FLOOR CONSOLE - ANGLED FACE REMOVABLE PLATES - ALUMINUM Console is to be per the attached layout. Braun to cut out area for customer supplied radio per attached layout.	1
20-20-0251	HEAT SHIELDS	1
20-20-0277	HIGH IDLE SYSTEM, AUTOMATIC	1
20-20-0291	LIGHT, DOME TECNIQ E06-1 Install Tecniq E06-1 lights in cab, one above the driver seat and one above the passenger seat. Ensure headliner support is strong enough for the lights. Lights will be activated through the Vista screen in the cab.	2
20-30-0202	MIRRORS, EXTERIOR OEM MANUAL TELESCOPING W/REMOTE & HEAT	1
20-30-0261	OEM AUTO-LOCK DISABLED (cab & module doors do not auto lock or unlock) The OEM auto-lock feature will be disabled.	1
20-30-0806	RUNNING BOARDS - STAR PUNCHED DIAMOND PLATE Return lip on running boards are to be tall enough to fill in gap between cab and step	1
20-40-0206	WHEELS OEM WITH VALVE STEM EXTENSIONS OEM wheels with valve stem extensions	1
20-SP-0001	TOW HOOKS Tow hooks are to be installed below the rear module bumper. See 40-10-0266	1
20-SP-0002	LIGHT UNDER HOOD Install weather proof light under hood to come on when hood is opened. Ref previous units.	1
20-SP-0003	VIT PRE-WIRE Install pre wire to both Fuel fills for customer supplied / customer installed VIT system. VIT pre-wire will need two (2) wires run to each filler neck with 2 feet of slack. These wires need to terminate inside the cab under the drivers side rubber mat area with about 3 feet of spare length. Wires will not need to be hooked up to anything.	2
20-SP-0004	DIAMOND PLATE FRAME / WIRE COVER Install diamond plate protective cover over chassis frame and wiring between cab and module. Ref attached photo.	1

PART NO	DESCRIPTION	QTY
	ELECTRICAL SYSTEM FEATURES	1
30-06-0005	ELECTRICAL SYSTEM - WELDON V-MUX, MICRO PROCESSOR BASED A Weldon V-MUX 100% solid state microprocessor based multiplex system shall be installed: (2) color control consoles (Vista) /(3) control nodes: (2) High Content nodes and (1) 8X 16 node / cab warning display	1
30-06-0010	VISTA IV MCC - PUSH BUTTON	1
30-06-0015	VISTA IV ACP - PUSH BUTTON	1
30-06-0026	WARNING DISPLAY - MULTIPLEX ELECTRICAL SYSTEM	1
30-06-0050	DAYTIME RUNNING LAMPS - MULTIPLEX ELECTRICAL SYSTEM	1
30-06-0076	MASTER CONTROL CONSOLE (MCC) - MULTIPLEX ELECTRICAL SYSTEM	1
30-06-0101	ATTENDANT CONTROL PANEL (ACP) - MULTIPLEX ELECTRICAL SYSTEM To have mounting area below for two (2) customer supplied / customer installed radios. Ref dwg#5	1
30-06-0126	ELECTRICAL COMPARTMENT (PDQ) - MULTIPLEX ELECTRICAL SYSTEM-RELOCATED PDQ cabinet has been relocated per dwg. #5. PDQ is to have a lift-off door panel and be secured with chrome locking lever latches. Per dwg. #5. Add pocket to inside of PDQ door for securing of a key.	1
30-06-0150	SPARE CIRCUIT - MULTIPLEX ELECTRICAL SYSTEM	1
30-06-0175	WIRING HARNESS CONNECTORS - MULTIPLEX ELECTRICAL SYSTEM	1
30-06-0200	RADIO TIE-IN POINTS - MULTIPLEX ELECTRICAL SYSTEM	1
30-06-0225	EMERGENCY MASTER SWITCH - MULTIPLEX ELECTRICAL SYSTEM	1
30-06-0250	CONTROL PANEL SWITCHES - MULTIPLEX ELECTRICAL SYSTEM	1
30-06-0275	MODULE POWER SWITCH - MULTIPLEX ELECTRICAL SYSTEM	1
30-06-0285	MODULE DISCONNECT - MULTIPLEX ELECTRICAL SYSTEM	1
30-06-0300	VOLTMETER - MULTIPLEX ELECTRICAL SYSTEM	1
30-06-0325	FLASHER - MULTIPLEX ELECTRICAL SYSTEM	1
30-06-0350	FLASHING HEADLIGHTS - MULTIPLEX ELECTRICAL SYSTEM	1
30-06-0375	PARK OVERRIDE - MULTIPLEX ELECTRICAL SYSTEM	1
30-06-0400	LOAD MANAGER-SEQUENTIAL SWITCHING SYSTEM - MULTIPLEX ELECTRIC SYSTEM	1
30-06-0410	WARNING LIGHTS FLASH PATTERN SIGNAL ALERT 75 - MULTIPLEX ELECTRICAL SYSTEM The default flash pattern for the vehicle warning lights shall be Signal Alert 75.	1
30-06-0450	FRONT CLEAR DISABLE SWITCH - MULTIPLEX ELECTRICAL SYSTEM	1
30-06-0475	CURBSIDE SCENE LIGHTS "ON" WITH CURBSIDE DOOR - MULTIPLEX ELECTRICAL SYSTEM	1
30-06-0500	REAR SCENE LIGHTS "ON" WITH REAR DOORS OPEN - MULTIPLEX ELECTRICAL SYSTEM	1
30-06-0525	DISABLE SWITCH FOR REAR SCENE LIGHTS - MULTIPLEX ELECTRICAL SYSTEM	1
30-06-0550	DISABLE SWITCH FOR SIDE SCENE LIGHTS - MULTIPLEX ELECTRICAL SYSTEM	1
30-06-0575	REVERSE (TRANSMISSION) FUNCTIONS - MULTIPLEX ELECTRICAL SYSTEM	1
30-10-0020	AIR HORNS - BUELL TRUMPETS, UNDR BMPR W/FT SW Air Horn - (Buell) dual trumpets installed in the front bumper per dwg#1. Air horn compressor to be installed in OSS#5B per dwg#4 with cover. Foot swtich to be installed on driver side floor. Air horns to not stick out past the front bumper. Push button to be installed on the passenger side of the console. Air horns to only be active with emergency master.	1
30-10-0030	BACKUP ALARM	1
30-10-0071	CAMERA REAR VIEW - SINGLE SYSTEM - VISTA SCREEN Install camera system rear view, tied to M-Tech display screen. See Dwg #2	1
30-10-0094	SHORELINE INDICATOR LIGHT- ALLIED VCC GREEN MINI NEON - EXTERIOR MOUNTED Install one (1) Allied green Mini-LED indicator light above the shoreline inlet. See Dwg #3	1
30-10-0110	ELECTRICAL CIRCUITS	1
30-10-0190	GROUND FAULT CIRCUIT INTERRUPTER (GFCI)	1
30-10-0262	INVERTER, VANNER - 1050 WATT, #20-1050CUL-DC CHARGER Vanner 20-1050CUL 1050-DC watt inverter with battery conditioner/charger. Inverter to be installed in the ceiling of OSS#5B per dwg#4. Inverter to come on with ignition.	1
30-10-0291	LIGHT, ATTENDANT CONTROL PANEL AREA - LED - WARM WHITE A Tecniq Silho-X 2.75" round warm white LED light with SS trim ring, shall be mounted above the left wall	1

PART NO	DESCRIPTION	QTY
	forward action area counter. The light shall be operated through the a button on the ACP Vista screen labeled "Attendant Light"	
30-10-0425	LIGHT OSS COMPARTMENT - LED STRIP RIDGEBACK Each outside storage compartment shall be equipped with LED strip lighting which shall be located down each side of the door opening, IPOS. This includes all OSS compartments.	1
30-10-0432	LIGHT, STEPWELL - CURBSIDE DOORWAY - MINI LED SURFACE MOUNT Light, stepwell - side doorway, Whelen Mini-LED. See Dwg #7	1
30-10-0534	OUTLETS, 125VAC - FOUR (4) INTERIOR DUPLEX Two (2) in forward action area. Located per dwg. #5. One (1) has been relocated from the deleted secondary action area. One (1) of these outlets to have USB combo per dwg#5 One (1) in lower front wall cabinet #1(std). Located per dwg. #7. One (1) is to be installed in the bottom of right wall cabinet #1. Located per dwg. #6.	1
30-10-0561	OUTLETS, 12VDC - INTERIOR POWERPOINT One (1) in the lower front wall cabinet #1 (std). Located per dwg. #7. One (1) in the lower front wall cabinet #2. Located per dwg. #7. One (1) is to be installed in the bottom of right wall cabinet #1. Located per dwg. #6. One (1) in the action area per dwg#5 Two (2) outlets to be flush mounted on the console next to the USB port. (with covers)	1
30-10-0662	RADIO ANTENNA BASES - THREE (3) Three (3) antenna bases to be installed, located above the dome lights in the module. One (1) antenna to terminate to the cab console, and two (2) to terminate to the ACP.	1
30-10-0673	RADIO TIE-IN POINT - (2) 12V/25 AMP- CAB CONSOLE & PATIENT COMPT One (1) set of 12 volt/25 amp radio tie-in points shall be installed in the cab console area of the unit. The set shall include two (2) Battery Hot, and one (1) "Grounded" junction stud. One (1) set of 12 volt /25 amp radio tie-in points shall be installed in the patient compartment attendant control panel area of the unit. The set shall include two (2) Battery Hot, and one (1) Grounded junction stud	1
30-10-0726	RECEPTACLE SHORELINE INLET-SUPER 20 AMP, AUTO EJECT - RED COVER A Kussmaul super auto eject shoreline inlet receptacle with red cover shall be installed on the module exterior (forward street side) near the driver's door. The receptacle shall be equipped with an integral dynamic disconnect.	1
30-10-0753	SIREN, WHELEN 295-HFSA7-REMOTE WITH MICROPHONE A Whelen 295-HFSA7 remote dual siren amplifier shall be flush-mounted in the master control console located in the cab. The siren shall be capable of hands-free operation and shall be equipped with a noise canceling microphone.	1
30-10-0812	SIREN SPEAKERS, CAST PRODUCTS - IN FRONT BUMPER Two (2) Cast Products - 100-watt siren speakers, shall be installed in outer ends of the front bumper. Model# SAD/SAP3811 per dwg# 1.	1
30-10-0912	SYSTEM ACTIVE AND CHECK OUT LIGHTS - 15 MINUTES The check out light switch located at the curb and rear doors that will allow activation of the left LED angled lights prior to entering the module. The system shall be programmed to shut down automatically after 15 minutes unless the ignition is on..	1
30-10-1001	PROGRAMMING, FLASH PATTERN - # 101 ActionFlash 50 Solid The pattern is pattern # 101 ActionFlash 50 Solid. IPOS. Steady burn light heads out of the nodes, program each light as needed.	1

PART NO	DESCRIPTION	QTY
30-11-0104	LIGHTS, DOME LED (8) Whelen Eight (8) Whelen #LED (80C0EHCR) dome lights, shall be installed IPOS. See dwg #9	1
30-11-0156	LIGHTS, DELETE LIGHTS ON PANEL CURBSIDE ANGLED The angled lights on the curbside of the module have been deleted due to the right wall cabinets #1 and #2 being installed. Per dwg. #6.	1
30-11-0441	LIGHT INTERIOR OF REAR FACING PASSAGE DOORS Install two (2) strips of three (3) Tecniq D-21 strip lights on each rear door. One set of three (3) upper and one (1) set of three (3) lower. Strips to alternate red/white/red per dwg#8. The lights should only be activated when each door is open, all lights should not be tied to just one door sensor.	1
	EXTERIOR LIGHTING	1
30-25-0122	LIGHTS, ICC / LED CLEARANCE - ON MODULE FRONT - TECNIQ The vehicle shall have five (5) amber Tecniq LED (S33-AA00-1) clearance / ICC lights on the front of the module near the roof line. Per Dwg #1	1
30-25-0123	LIGHTS, ICC / LED CLEARANCE - ON MODULE REAR - TECNIQ The vehicle shall have five (5) red TECNIQ LED (S33-RR00-1)clearance / ICC lights on the rear of the module near the roof line. Per Dwg #2	1
30-25-0200	LIGHTS, RUNNING BOARD - TECNIQ E03 EACH SIDE Running board step lights shall be installed, one (1) each side Tecniq E03 Eon Lights to operate with the cab door switches ref dwg#1.	1
30-25-3110	LIGHTS, FRONT GRILLE - (2) WHELEN M7 SUPER LED - RED W/CLEAR LENS Whelen M7 series red super LED lights w/clear lens IPOS	1
30-25-4306	LIGHTS, FRONT MODULE - WHELEN (4) M9 (3) M6 W/CLEAR LENS Four (4) Whelen M9, and three (3) M6 series super LED warning lights with chrome flanges shall be installed on the module front; six (6) red with clear lens and one (1) center clear light. Lights located per dwg#1.	1
30-26-3002	LIGHTS, REAR TAIL - WHELEN M6 LED STOP, TURN, BK-UP One (1) pair each of Whelen M6 series led stop/tail lights, turn lights, and LED back-up lights with chrome bezels shall be installed on the rear of the module. (meets SAE)	1
30-26-5125	LIGHTS, REAR WINDOW-LEVEL - WHELEN (2) M9 SUPER LED - RED W/CLEAR LENS Two (2) Whelen M9 series red super LED lights w/clear lens and chrome flanges shall be installed on the rear of the module at window level, one (1) on each side. Per dwg #2, lights to have brake over-ride fuction.	1
30-26-6168	LIGHTS, REAR MODULE -WHELEN (5)M9, (2)RED, (1)AMB LED, (2)LED SCN CLR L Two (2) Whelen M9 series red super LED lights w/clear lens, two (2) Whelen M9 series LED scene/load lights, and one (1) Whelen M9 series amber super LED light w/clear lens shall be installed on the rear of the module w/chrome flanges IPOS. See dwg #2	1
30-26-7002	CAST PRODUCTS RECESSED LICENSE PLATE HOLDER Install a recessed Cast products recessed license plate holder centered beneath the rear doors. Per dwg. #2.	1
30-27-1102	LIGHTS, ICC / LED CLEARANCE - ON MODULE SIDE - TECNIQ The vehicle shall have two (2) Tecniq (S330) red mini LED marker lights : one (1) red on each side at the rear of the vehicle which will also flash with turn signal. Per Dwg #3 and #4	1
30-27-1121	LIGHTS, INTERSECTION FRONT - WHELEN M7 SUPER LED - RED W/CLEAR LENS Two (2) Whelen M7 series red Super LED warning lights, with clear lens, chrome flanges and water-proof	1

PART NO	DESCRIPTION	QTY
	connectors, shall be mounted on the front chassis fenders, one (1) on each side.	
30-27-2007	LIGHTS, SIDE MODULE SCENE - WHELEN M9 LED - CLEAR (4) Four (4) Whelen M9 series LED scene lights with chrome flanges shall be installed, two (2) each module side, inboard of the warning lights.	1
30-27-3041	LIGHTS, SIDE MODULE WARNING - WHELEN M9 SUPER LED - RED W/CLEAR LENS Four (4) Whelen M9 series red Super LED warning lights with clear lenses and chrome flanges shall be installed IPOS	1
30-27-4120	LIGHTS, INTERSECTION REAR - WHELEN M7 SUPER LED - RED W/CLEAR LENS Install Whelen M7 red Super LED rear intersection lights with clear lens and chrome flange IPOS. Mount light as low as possible as not to interfere with graphics.	1
30-SP-0001	HOUR METER An engine hour meter shall be installed on the side of cab console.	1
30-SP-0002	PARK BRAKE A warning shall display on the front console readout advising to set the parking brake, should the truck be on and the transmission placed in park or neutral. It will also advise to disengage the parking brake should the vehicle be placed into gear.	1
30-SP-0003	CAB WARNING LIGHT Install a red LED warning on the upper left corner of the console below the control panel. The light is to flash when the ignition is on with the emergency brake disengaged and the door is open. Tecniq Red LED #97007	1
30-SP-0004	MED VAULT W/FLANGE Supply and install Knox Med vault with WiFi capability (no software) in the upper portion of the right wall per dwg#6. This will delete the rounded corner for OSS#3 interior. Below the Med Vault on the foot end of the squad bench there will be a customer supplied customer installed med box with dimensions of 16.5" wide x 30" high x 15" deep when open. To be mounted on wall by customer. Back pads shall not interfere with med box when opened. The rear head pad shall be reduced to 2" foam over a 3/4" thick board in order to eliminate the door of the Med Vault from rubbing the head pad when opening.	1
30-SP-0005	INTERIOR CABINET LIGHTING Install Ridgeback strip lights in all interior cabinets. (9 cabinets). Lights are to run down both sides of the cabinets.	1
38-01-0003	CUSTOMER SUPPLIED RADIOS - THREE (3)	1
	MODULE BODY CONSTRUCTION AND CONNECTIONS	1
39-00-0001	MODULE BODY CONSTRUCTION - SEAMLESS	1
39-00-0002	SOLE SOURCE MODULE BODY CONSTRUCTION	1
39-00-0005	AWS ALUMINUM CERTIFIED WELDERS	1
39-10-0003	CONNECTIONS, MODULE	1
	MODULE FEATURES / EXTERIOR	1
40-00-0009	ALUMINUM PARTS - MODULE EXTERIOR	1
40-00-0010	CORROSION MINIMIZATION - MODULE	1
40-00-0019	DOOR SKINS, OUTSIDE STORAGE COMPARTMENTS - DIAMOND PLATE INTERIOR SKINS The interior door skins for all outside storage compartments shall be constructed of .063" thick aluminum diamond plate.	1
40-00-0020	DOOR CONSTRUCTION - GASKET PLACEMENT	1
40-00-0030	EXTERIOR COMPARTMENTS DESIGN	1
40-00-0051	EXTERIOR COMPARTMENTS, VENTING	1
40-00-0055	EXTERIOR COMPARTMENTS, VENTING - OXYGEN STORAGE	1
40-00-0061	EXTERIOR COMPARTMENTS - SWEEP-OUT Deleted	1

PART NO	DESCRIPTION	QTY
	See 40-SP-0002	
40-00-0070	HANDLES, EBERHARD - CHROME FREE FLOATING TYPE	1
40-00-0080	INSULATION - POLYURETHANE SPRAY FOAM	1
40-00-0082	SOUND DEADENING PACKAGE Audioguard acoustic coating shall be applied to help reduce structure-born vibrations and associated sound transmission. The entire floor, the left wall, the ceiling, and the left and right panels forward of the partition shall be covered at the manufacturers recommended thickness.	1
40-00-0085	COATING, CERAMIC THERMAL Spray interior of module roof with Temp-coat ceramic coating, after insulating. IATS	1
40-00-0091	THRESHOLD, STAINLESS STEEL - ALL OSS STORAGE COMPARTMENTS	1
40-10-0066	DOOR SLIDING - MODULE CURBSIDE PASSAGE Install drain holes at mid step and lower area below sliding track. Holes are to be in the forward section ref previous units.	1
40-10-0072	LOWERED MODULE SIDE-CURBSIDE Module side to be lowered on curbside only forward of wheel wheel. Lowered side on the streetside has been deleted.	1
40-10-0083	DOORS - REAR PASSAGE Wiring in rear doors to be moved up to prevent damage to them.	1
40-10-0090	DRIP RAILS, SIDE Full length drip rails are to be attached to both sides of the body. Drip rails are to be painted red to match the module.	1
40-10-0103	FENDERETTES - POLISHED ALUMINUM	1
40-10-0120	HOLD-OPEN - REAR DOORS - GRABBERS Door grabbers (1 pair) with hard rubber inserts shall be installed on the rear doors. Reference dwg #2 for location. Grabbers moved up.	1
40-10-0151	SWITCH UNLOCK, WATERPROOF An exterior hidden door unlock switch shall be included and located below OSS#1 per dwg#3.	1
40-10-0188	LOCKS POWER - PASSAGE, COMPARTMENTS, KEY FOBS Install power door locks on module passage doors, and (5) OSS compartments use OEM key fobs. Due to the possible inconsistency of the OEM door lock switches providing a signal to the module locks, a lock/unlock switch is installed on the MCC for control of the door locks from the cab	1
40-10-0204	MUD FLAPS, REAR - BLACK RUBBER FIBERGLASS REINFORCED - THREE COLOR	1
40-10-0266	REAR STEP/BUMPER -FIXED-UP CENTER SECTION - STAR PUNCHED AND ANODIZED Rear bumper to be fixed with no hinge. The bumper should only be as deep as to allow the power load system to clear the rear step without hitting. Install tow hooks under the bumper. End pods of bumper to be made of diamond plate per dwg#2	1
40-10-0280	RUB RAILS, ANODIZED ALUMINUM Bright dip anodized polished aluminum rub rails shall be installed on the lower sides of the body below the outside compartment sill areas. The rub rails shall be offset 3/16" from the body to facilitate wash down of road debris.	1
40-10-0322	STEPWELL, CURBSIDE DOORWAY The curbside doorway step area shall be covered with a washable sprayed-on multi-use polychromatic coating.	1
40-10-0340	STONE GUARDS, MODULE FRONT - ANODIZED DIAMOND PLATE Stone guard on the curbside of the module is to be 19.5" on the curbside of the module due to the lowered side. The stone guard on the streetside of the module is to be 15" high. Per dwg. #1.	1

PART NO	DESCRIPTION	QTY
40-10-0360	KICKPLATE/THRESHOLD, REAR DOORWAY - ANODIZED DIAMOND PLATE A bright dip anodized aluminum diamond plate kick plate shall be installed at the rear exterior doorway, providing a kick / scuff plate at the rear of the vehicle above the rear step, per dwg. # 2. Rear threshold, and curb door threshold to be coated with black Gatorhyde IPO grip tape	1
40-10-0505	WINDOWS, PASSAGE DOOR - (CURB SLIDING, REAR FIXED)	1
40-14-0011	SHELF LINER OSS COMPARTMENT SHELF Install shelf liner. To include all interior and exterior compartment floors, and shelves. Black ribbed mat shelf liner. Ref attached photo (26)	1
40-SP-0001	REAR DOOR RELEASES Install emergency release knobs on rear and curb doors IPOS.	1
40-SP-0002	SWEEP OUT DELTE Sweep out compartments are to be deleted from all OSS compartments except OSS#2 to allow stair chair to be removed.	1
40-SP-0003	GLOVE BOX HOLDERS- ABOVE REAR DOORS Install a two (2) glove box holder with an ABS trim ring spacer, above the rear street side door per dwg #8.	1
40-SP-0004	GATORHYDE DELETE Delete gatorhyde from OSS compartment, shelves and dividers. Compartments to be aluminum and DA sanded.	1
40-SP-0005	EZ GLIDE HANDLE Install knurled stainless steel handle IPOS on ez glide door per dwg#4.	1
41-01-0311	OUTSIDE STORAGE #1 - STREETSIDE FORWARD-MODIFIED OSS#1 has been modified per dwg#3 dimensions, suction pump to be located in upper right corner and tapping plates on compartment back wall for install of customer supplied / customer installed SCBA brackets to be 4" off the floor. There shall be rubber bumpers on the rear door to prevent damage to door should the doors be closed incorrectly.	1
41-02-0055	SHELF TRACK - EXPOSED - OSS #1 Install exposed shelf track in OSS #1	1
41-02-0107	SHELF ONE (1) IN OSS #1 Install one (1) adjustable shelf in OSS #1.	1
42-01-0311	OUTSIDE STORAGE #2 - STREETSIDE REAR-MODIFIED OSS#2 per dwg#3. To accommodate "M" o2 tank with Zico QRM-V bracket on right side, 6" off of floor. . Full depth vertical divider 15" from right wall 40" tall pocket inside of left door to allow stair chair storage depth. Stair chair located next to O2 bottle. Build up for stair chair to have lip on forward edge to prevent stair chair from falling off. One (1) adjustable shelf above stair chair. Upper portion of on the forward side to be inside / outside access. O2 wrench to be installed in metal bracket IPOS No quote provided at this time for the following request: Installed on uni-strut, bracket should be adjustable for different sized bottles **This option will require certified testing and will not be KKK compliant. Option will be evaluated after approved testing results.	1
42-02-0054	SHELF TRACK - EXPOSED - OSS #2 Install exposed shelf track in OSS #2	1
42-02-0107	SHELF ONE (1) IN OSS #2 Install one (1) adjustable shelf in OSS #2.	1

PART NO	DESCRIPTION	QTY
43-01-0311	OUTSIDE STORAGE #3 - STREETSIDE REAR - TALL DOOR DELETED	1
43-02-0051	SHELF TRACK - EXPOSED - OSS #3 Delete exposed shelf track in OSS #3.	1
43-02-0110	SHELVES TWO (2) IN OSS #3 DELETED	2
44-01-0311	OUTSIDE STORAGE #3 - CURBSIDE REAR - BACKBOARD/SCOOP Door to be left hinge. Ref dwg#4. Door to be raised and light to be installed on door. Divider to be installed per dwg#4. install strap with metal buckle across the front of the compartment.	1
45-01-0311	OUTSIDE STORAGE #4 WHEEL WELL - LOWER- BETWEEN #4 & WHEEL Ref dwg#4. With one (1) adjustable shelf. Ceiling of this compartment to be per dwg#4 & #6.	1
46-01-0312	OUTSIDE STORAGE #5 - CURBSIDE FORWARD	1
	MODULE INTERIOR / PATIENT COMPARTMENT FEATURES	1
50-00-0201	ROUNDED INTERIOR CORNERS	1
50-01-0408	LATCHES, CABINET, CN10 COMPLIANT AS APPLICABLE Install latches per drawings.	1
50-10-0132	CABINET - LEFT WALL, UPPER REAR #1 - FIXED FRAME-MODIFIED Left wall cabinet #1 has been modified (width) and is to be built per dwg. #5 dimensions. Cabinet is to have one (1) adjustable shelf. Cabinet is to be enclosed by a set of sliding polycarbonate doors. Per dwg. #5.	1
50-10-0226	LEFT WALL - ATTENDANT CONTROL PANEL - HINGED PANEL The color micro processor screen shall be installed on a hinged access panel and secured with two (2) locking lever latches. The panel will be located to the immediate right of the attendant's seat.	1
50-10-0334	CABINET - LEFT WALL, UPPER OVER PANEL #3 - FIXED FRAME-MODIFIED Left wall cabinet #3 has been modified (width) and is to be built per dwg. #5 dimensions. Cabinet is to have a fixed center divider with one (1) adjustable shelf each side of the divider. Cabinet is to be enclosed by a set of sliding polycarbonate doors. Per dwg. #5.	1
50-10-0515	CABINET - LEFT WALL, #2 Install left wall cabinet #2 per dwg. #5 dimensions location. This is be installed in place of the deleted CPR seat. Cabinet is to have two (2) adjustable shelves. Cabinet is to be enclosed by a set of sliding polycarbonate doors. Per dwg. #5.	1
50-10-0529	DRAWER - LEFT WALL, LOWER UNDER REAR ACTION AREA #4-DELETED Drawer has been deleted due to the secondary action area being deleted. Per dwg. #5.	1
50-10-0616	PRIMARY ACTION AREA-MODIFIED Primary action area has been modified and is to be built per dwg. #5 dimensions.	1
50-10-0648	SECONDARY ACTION AREA-DELETED Secondary action area has been deleted.	1
50-20-0139	CABINET - FRONT WALL, UPPER #1-DELETED Upper front wall cabinet #1 has been deleted due to the relocation of the heat/a.c. unit. Per dwg. #7.	1
50-20-0383	CABINET - FRONT WALL, LOWER BELOW PDQ (SINGLE VENTED DOOR)-DELETED Cabinet has been deleted due to the relocation of the PDQ cabinet. Per dwg. #7.	1
50-20-0417	CABINET - FRONT WALL, LOWER #1 / #2 W/ INSIDE / OUTSIDE ACCESS Front wall interior cabinets (#1 / #2) w/ hinged polycarbonate double doors and center squeeze latches. There shall be one (1) adjustable shelf for each cabinet. I/O access. Drill hole in each of the shelves in the	1

PART NO	DESCRIPTION	QTY
	lower front wall cabinet so that equipment can be plugged in from any shelf.	
50-20-0507	PASS THROUGH - CAB TO MODULE, WINDOW OPENING	1
50-31-0018	CABINETS - RIGHT WALL, UPPER #1 - #2, NO ANGLED PANEL WITH LIGHTS Two (2) cabinets shall be installed on the curbside above the squad bench: enclosed by polycarbonate flip down doors with locking lever latches and cables to prevent them from falling open ref dwg#6	1
50-41-0203	HEAT/AIR CONDITIONING, PROAIR AC/HEAT CORE Install Pro air 917 heat/ac system per dwg#7. To include brushless motor. The left most vent is to be angled towards the attendant seat per dwg#7 &9.	1
50-41-0211	CONDENSER - HOSELINE TMC 2007, MODULE FRONT MOUNT A Hoseline TMC 2007 condenser shall be installed on the front of the module. Condenser shall be installed with PR 182-5 brackets. Condenser and brackets are to be painted to match the module. Condenser to be located per dwg #1.	1
	SEATING Attendant seat to be EVS seat with integrated child seat with V-4 harness. Seat is to be on a box base with a drop down aluminum door with locking stainless steel latch. Door is to open towards the curb door per dwg#5. See50-50-0104 50	1
50-50-0006	SEATING - SQUAD BENCH BASE W/ STORAGE CN8 COMPLIANT One (1) seated position on squadbench with Valor back pad. Cushion should stop short of area for customer supplied / customer installed med box. Med box to have dimensions when open of 15" off of back wall. Squad bench is to base is to have a sliding squad bench lid for second patient transport. Seat belts for second patient transport on face of bench to be mounted in an up right position per dwg#6. Wheel well to be lowered on this side per dwg#6 to create more space for storage under bench.	1
50-50-0104	ATTN SEAT - EVS HiBAC, INTEGRAL CHILD, SWIVEL BASE CN8 COMPLIANT Attendant seat to be EVS seat Attendant seat is to be 1870 Hi-BAC ADVANCED SEWN CHILD SAFETY SEAT WITH IMMI 4 PT BELTING SYSTEM. Seat is to be on a box base with a drop down aluminum door with locking stainless steel latch. Door is to open towards the rear doors per dwg#5. Seat is to be located as close as possible to the bulk head wall. Ref previous units for exact location.	1
50-50-0317	CPR SEAT FIXED - V4 HARNESS / CN8 COMPLIANT-DELETE Delete the CPR Seat Per dwg. #5.	1
	PACKAGE SQUAD BENCH - BASE / LID WITH SHARPS AND TRASH	1
50-50-0541	HOLD OPENS - SQUAD BENCH LID - GAS CYLINDERS	1
50-50-0556	SQUAD BENCH LID - WITH SHARPS AND TRASH ACCESS	1
50-51-1001	CABINET CONSTRUCTION - INTERIOR - ALUMINUM	1
50-51-1011	RECESSED ADJUSTABLE SHELF TRACK - CABINETS Install recessed adjustable shelf track in cabinets.	1
50-51-2002	CABINET DOORS - BRONZE BRONZE	1
50-51-3105	CABINETS/ WALLS - POLYCHROMATIC COATING - SILVER GRAY / CAMILLE WHITE INT+HDLNR Walls, cabinet faces, drawer fronts and doors to be #99-7375 Silver Gray, Headliner to be White / White.	1
50-51-4001	COUNTER TOP-WILSON ART Wilson Art counter top shall be installed in the main action area - Night Stars	1

PART NO	DESCRIPTION	QTY
50-51-5007	UPHOLSTERY - PATRIOT PLUS CHARCOAL Patriot Plus Charcoal.	1
50-51-6003	LONPLATE II, NON-SLIP EMBOSSED SM. GRID - GUNMETAL #424 The floor in the patient compartment shall be covered with Lonseal brand "Lonplate II" non-slip; small grid (embossed) Gunmetal #424,	1
	COT MOUNT FASTENERS	1
50-58-0000	COT MOUNT / FASTENER FEATURES **CN8 COMPLIANT** STD	1
	MISC PATIENT COMPARTMENT FEATURES	1
	OPTIONAL PATIENT COMPARTMENT ITEMS	1
50-60-0017	ASPIRATOR / SUCTION - SSCOR - WITH ELECTRIC PUMP - COUNTER An SSCOR suction system shall be installed on the action wall counter near the attendant's seat. The 12 VDC SSCOR electric vacuum pump to be installed in the standard compartment. (must use SSCOR pump and tubing)	1
50-60-0037	ASSIST HANDLES Rear doors to have stainless steel V-bars per dwg#8. Assist handles at rear doors and on curb door and at curb door to be Hanson assist handles per dwg.	1
50-60-0098	CLOCK - DIGITAL- INTELLITEC 12VDC MULTI FUNCTION - RR HDPAD Intellitec digital clock shall be installed in the headpad and centered above the rear curbside passage door, per dwg. #8.	1
50-60-0164	COT FASTENER - STRYKER - SIDE POSITION CN8 COMPLIANT Install Braun supplied and installed Strkyer track and pre-wire for customer supplied and installed power load system. To be 19.5" off streetside wall to center of Stryker track. Customers cot will have XPS system.	1
50-60-0220	EMBLEMS / SIGNS - REAR PATIENT COMPARTMENT	1
50-60-0257	EXHAUST VENTILATOR, 3-SPEED - MULTIPLEX ELECTRIC SYSTEM Relocated per dwg #2 and #5.	1
50-60-0300	FLOOR CONSTRUCTION- PATIENT COMPARTMENT, NON-WOOD COMPOSITE	1
50-60-0301	FLOORING - COVE	1
50-60-0322	GLOVE DISPENSER - (3) BOX - ABOVE ENTRY DOOR - CURBSIDE (ABS) An ABS three (3) - box glove dispenser unit, with a clear plexi hinged access panel with three (3) cut-outs, shall be provided above the curbside entry door. (holder to accommodate three (3) 5.375" wide x 10.875" long x 3.25" deep glove boxes)	1
50-60-0340	GRAB RAIL, 1-1/4" DIAMETER, (96") OVER COT AREA	1
50-60-0391	HEADLINER - REAR PATIENT COMPARTMENT	1
50-60-0431	I V HANGERS - CEILING RECESSED - CAST PRODUCTS #IV2008-1 (2) Two (2) Cast Products #IV2008-1 recessed, dual ceiling I.V. hangers shall be provided per Dwg #9 locations.	1
50-60-0613	OXYGEN OUTLETS (2) WALL/(1)CEILING - OHIO MEDICAL TYPE Three (3) Ohio Medical flush mounted, quick release outlets shall be installed. One (1) in the forward street side cabinet action area, one (1) shall be installed in the wall above the squad bench and one (1) shall be installed in the ceiling above the head end of the cot. Oxygen outlet on curbside to be in location to not interfere with customer supplied, customer installed bracket per attached photo.	1
50-60-0629	FLOW METERS, OXYGEN - THORPE STYLE One (1) Thorpe style oxygen flow meter shall be shipped loose with the completed vehicle. (Braun #15920)	1
50-60-0640	OXYGEN SYSTEM, ELECTRIC - MULTIPLEX ELECTRIC SYSTEM Install Electric Oxygen system IPOS manual (this includes bypass)	1

PART NO	DESCRIPTION	QTY
50-60-0660	PADDED EDGING PROTECTION	1
50-60-0661	PADS, HEAD AND BACK	1
50-60-0709	SHARPS AND TRASH CONTAINERS - ACCESS THRU SQUAD BENCH LID Both the sharps and trash contianer are to be Kendall #8970 and installed below the bench with a flip up door per dwg#6. Both containers shall be easily removable, you should be able to remove either container without having to remove both contianers.	1
50-60-0718	SQUAD BENCH FACE - VINYL FLOORING MATERIAL Deleted due to addition of SS on face of bench.	1
50-60-0720	STAINLESS STEEL WALL PROTECTION - SQUAD BENCH BASE Install stainless steel panel on the face of the squad bench base, and extend up to the bottom of the squad bench lid.	1
50-60-0730	DOOR PANELS - MODULE PASSAGE DOORS - FULL LENGTH ALUMINUM - W/ACCESS PANELS Interior rear and curbside passage door panels to be full length aluminum, Multi-Spec sprayed to match interior color and contain removable latch access panel per dwg. # 6 & # 8. (Total 3).	1
50-60-0761	STAINLESS STEEL WALL PROTECTION - INTERIOR STREETSIDE	1
50-60-0820	TURTLE TILE - SKID-RESISTANT MAT, CURBSIDE STEPWELL	1
50-SP-0001	LEFT WALL CABINET #4 Install left wall cabinet #4 per dwg. #5 dimensions and location due to the deleted CPR seat. Cabinet is to be installed per dwg. #5 dimensions. Cabinet is to have two (2) adjustable shelves. Cabinet is to be enclosed by a set of sliding polycarbonate doors. Per dwg. #5.	1
50-SP-0002	LEFT WALL DRAWER #5 Install left wall drawer #5 under the primary action area located per dwg. #5. Drawer is to be built per dwg. #5 dimensions. Cabinet is to be enclosed by a Southco stainless steel flush pull locking latch. Per dwg. #5.	1
50-SP-0003	ACRYLIC COUNTERTOPS Counter tops are to be Maganite acrylic counters. Color to be Raven Boulder see 50-51-4001	1
50-SP-0004	LEFT WALL CABINET #6 Install left wall cabinet #6 per dwg. #5 dimensions and location. Cabinet will provide inside/outside access to OSS #2. Cabinet is to be enclosed by a set of hinged polycarbonate doors with full length handles. Doors are to be secured with center squeeze latchs. Per dwg. #5. Install trim around inside (patent compartment) of door.	1
50-SP-0005	AUTO PULSE STRAP Install strap with metal buckle on wall next to attendant seat for Auto pulse per dwg.	1
50-SP-0006	DRAWER, BELOW ACTION AREA #7 Install pull out drawer below action area #7 per dwg#5.	1
	PAINT / GRAPHICS	1
60-01-0001	PAINT PROCEDURE	1
60-01-0003	CLEAR COATING - MODULE PAINT	1
60-01-0004	BUFFING, PAINT - MODULE	1
60-01-0005	STANDARDS AND SPECIFICATIONS FOR VEHICLE PAINT APPEARANCE	1
60-10-0108	CAB - OEM PAINT	1
60-10-0110	PAINT MODULE ALL ONE SOLID COLOR, PLUS CLEAR COAT Module is to be painted to match the chassis OEM red. The top of the roof is to be painted white to just above drip rail which will be painted red, and come down each side of the truck per paint and graphics layout.	1
60-20-0301	CHEVRON STRIPING - FULL COVERAGE Red/Yellow Reflexite chevron striping 6" wide inverted "V" shall be installed on the complete rear of the module.	1

PART NO	DESCRIPTION	QTY
60-25-0101	RED/WHITE REFLECTIVE MATERIAL IN RUB RAILS Install r/w reflective material in rub rails. (Included in the Graphics Package)	1
60-30-0200	DOOR REFLECTIVITY Install red reflectors on the lower corners of all patient entry doors, on interior door panels.	1
60-40-0352	PERFORATED MAT'L - REAR WINDOWS (TOTAL 2) Install chevron window mesh on rear entry door windows.	1
60-SP-0001	GRAPHICS Graphics to match graphics layout Install white vinyl overall height graphic on the inside of the driver side windshield (2" letters) The lower portion of the rear doors shall have chevron material to match the rear of the module in pattern when opened, and in color per dwg#8 Customer Change: 50th year anniversary logo sent by customer is to be added to the unit, this logo will be a JPEG printed by Braun. Location to be on OSS#3 upper portion of door centered between the top of the "Jacksonville" lettering and bottom of "Fire Rescue" on the side of the truck. This is Reflective. Size=12x14" Motor pool #'s to be installed on cab doors, and rear of truck. Letters to be gold with black outline.	1
60-SP-0002	OSS DOOR CHEVRON Install chevron material on rear facing OSS doors #1,2,4,&5. Door panels to be aluminum IPO diamond plate. Chevron colors and pattern to match rear of truck.	1
60-SP-0003	TAPPING PLATE Install a tapping plate on the curbside of the module. Tapping plate is to be located per dwg. #6.	1
80-10-0101	* * NO KKK CERTIFICATION PACKAGE OR SOL / LETTERING REQUIRED * *	1
	VEHICLE MANUALS	1
80-20-0001	VEHICLE MANUALS (1) PACKAGE SET One (1) Delivery Manual Package shall be supplied with the vehicle, and shall include the following items: Ambulance manufacturer parts, service and operation manuals OEM chassis owner's guide Complete 12 VDC and 125 VAC wiring schematics for all included standard and optional systems Multiplex Electrical system programming - electronic media	1
90-10-0005	WARRANTIES	1
99-99-9999	MANUFACTURER WARRANTIES: The ambulance manufacturer shall provide Warranty coverage as follows: No Exceptions A. Structural Module Warranty - Limited Life Time B. Ambulance Conversion Warranty - 3 Years/36,000 Miles C. Electrical Warranty (Multiplex-based systems) - 7 Years/ 84,000 Miles, pro-rated D. Paint Warranty - The pro-rated paint warranty covers the areas of the ambulance body finished with paint products specified by the Manufacturer for a period of seven years from the date of manufacture, or up to 84,000 miles, whichever occurs first. The first four years, or up to 48,000 miles, are covered at 100% parts and labor. The fifth year or up to 60,000 miles, is covered at 75% parts and labor. The sixth and seventh years or up to 84,000 miles, are covered at 50% parts and labor. Paint repairs must be pre-approved by the Manufacturer and performed by the Manufacturer or an Authorized Braun Dealer / Service Center NOTE: Copies of these Warranties shall be provided to the purchaser in the bid response.	1

PART NO	DESCRIPTION	QTY

BRAUN PERFORMANCE EXCELLENCE SYSTEM

Statement of Limited Warranty New Ambulances

Document No. and Level:	BPES-P-076-100 / Level II
Effective Date:	Jan 1, 2018
Revision No.	C
Prepared By:	Kim Braun
Owner:	Kim Braun
Page:	1 of 2

SOLIDBODY™ MODEL WARRANTY

Subject to the provisions, limitations, and conditions set forth in this warranty, Braun Industries, Inc. (the "Manufacturer") warrants to each original purchaser that its ambulances are free of defects in material and workmanship and shall maintain such integrity under normal use and service. This warranty is valid only in the United States and Canada and all warranty periods start from the date of manufacture and expire per the disclosures listed below. The Manufacturer warrants to repair or replace at its sole discretion; components, installation, or workmanship deemed to be defective under the terms and conditions set forth in this warranty statement. Warranty repairs must be performed by the Manufacturer or by a Braun Authorized Dealer / Service Center.

EXCLUSIONS AND LIMITATIONS

NOTWITHSTANDING ANY OTHER PROVISION HEREOF TO THE CONTRARY, OTHER THAN THE EXPRESS WARRANTIES SET FORTH HEREIN, THE MANUFACTURER MAKES NO OTHER WARRANTY REGARDING THE AMBULANCES, PRODUCTS AND/OR SERVICES PROVIDED BY MANUFACTURER, EXPRESS OR IMPLIED, AND MANUFACTURER EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY IN SECTION 2-312 OF THE UCC THAT SUCH AMBULANCES AND/OR PRODUCTS DO NOT INFRINGE ON THE RIGHTS OF ANY OTHER PERSON. The purchaser's right to repair or replacement of defective parts or workmanship is the exclusive remedy, and neither the Manufacturer nor any Braun Authorized Dealer / Service Center shall be liable for damages, whether ordinary, incidental, or consequential under this warranty. Any remedy of consequential damages; including but not limited to economic loss, transportation, mileage, trip charges, wages, etc., and any remedy of incidental damages or loss are hereby excluded. Any acts of God or natural disasters, such as flood, storm, lightning, etc. are excluded. Purchaser's noncompliance with any part of this specific limited warranty shall immediately render the total warranty null, void and non-enforceable.

The purchaser shall use, service and maintain the ambulance according to the written instructions furnished by the Manufacturer and failure of purchaser to properly use, service and maintain the product in accordance with such instructions shall void the warranty, including, without limitation, (i) use of modular body for any purpose other than what it was originally designed to perform, (ii) resale or remounting of modular body without written warranty-transfer approval within the required time period, (iii) overloading the ambulance beyond its applicable weight rating, (iv) overloading the electrical system beyond its applicable electrical load rating, (v) remounting the modular body by anyone other than the Manufacturer or a Braun Authorized Remounter, (vi) defects or damage as a result of misuse, abuse, negligence, damage, or failure to provide normal routine maintenance, and/or (vii) defects or damage as a result of pass-through and after-market work performed by any entity other than the Manufacturer.

This statement of limited warranty does not apply to: (i) any product or component supplied by the purchaser, (ii) any product or component that is added, repaired, modified, altered, or replaced by anyone other than the Manufacturer, or (iii) any component that is not produced by the Manufacturer, and carries its own warranty.

Purchaser shall be responsible and liable for such modifications, alterations, integrations and installations performed by purchaser and purchaser hereby agrees to indemnify and hold harmless Manufacturer and its successors and assigns from all liabilities, obligations, cost, losses, demands, actions, proceedings, claims, damages, and penalties (including, without limitation, all attorney fees) incurred or suffered by Manufacturer and arising or relating to such modifications, alterations, integrations and installations performed by purchaser.

The Manufacturer reserves the right to make changes to the design and features of its products without any obligation to make corresponding changes to products previously manufactured. No other person is authorized to make any representation or warranty on behalf of the Manufacturer or any Braun Authorized Dealer / Service Center, other than as stated in the Manufacturer's warranty.

STRUCTURAL WARRANTY

The aluminum modular body (Braun SOLIDBODY™ ambulances) are warranted to be structurally sound and free of joint separation, weld cracks, and all other structural defects in materials and workmanship for the life of the vehicle in accordance with the provisions of this warranty. The original Braun Limited Warranty may be extended to the remounted ambulance when authorized.

Inclusions to warranty – The modular body construction, including seams, joints, door frames, roof, floor, and wall construction. All exterior doors. All aluminum cabinetry.

Exclusions from warranty – Paint finish, sealant deterioration, filler shrinkage, hardware, moldings, windows, non-aluminum cabinets, and other accessories that are not structural components of the module. Normal wear parts such as door rollers, latches, hinges, etc. Any part or component becoming defective as a result of accident damage or other casualty.

An accident will void the structural warranty. The potential for reinstatement of the structural warranty is dependent on an inspection by the Manufacturer or a Braun Authorized Dealer / Service Center within sixty days of the occurrence. The inspection will determine the structural integrity of the module and if there is an opportunity to reinstate the warranty.

TRANSFER OF OWNERSHIP:

The structural warranty may be transferred to a subsequent owner(s), provided that the vehicle is inspected by the Manufacturer or a Braun Authorized Dealer / Service Center within sixty days of transfer of ownership and the warranty revalidation forms are completed and filed with the Manufacturer verifying warranty compliance. A warranty transfer fee, in addition to inspection charges, will apply. Once this warranty has become invalidated by failure to comply with this provision or for any other reason, it cannot be reinstated.

CONVERSION WARRANTY

The non-structural construction, assembly and installation of the module is warranted to be free of defects in materials and workmanship for a period of three years from the date of manufacture, or up to 36,000 miles, whichever occurs first. Performance of components and equipment not manufactured by the manufacturer are covered by the applicable warranty from the

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BRAUN PERFORMANCE EXCELLENCE SYSTEM

Statement of Limited Warranty New Ambulances

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Effective Date:	Jan 1, 2018
Revision No.	C
Prepared By:	Kim Braun
Owner:	Kim Braun
Page:	2 of 2

supplier of the specific item in question and may be more or less than the three year conversion warranty period and in some cases may not cover labor.

Inclusion to warranty – Non-aluminum cabinets, interior doors and acrylic or polycarbonate windows, hardware, latches and locks, trim, wall coverings, floor, kick plates, cot mount hardware, grab handles, IV hangers and other accessories. Braun manufactured seating, head pads, and other cushions and upholstery items. Air conditioning and heating system hoses, connections, and installation. Peeling or de-lamination of the topcoat and/or other layers of graphics. Cracking or checking of the graphics material and loss of gloss or color.

Exclusion from warranty – Effects from normal wear/use. Floor discoloration and marring. Damage to graphics caused by chemicals including but not limited to: DEF (diesel exhaust fluid), gasoline, diesel fuel, anti-freeze, power steering fluid, brake fluid, fuel additives, magnesium, calcium chloride, road salt, or other substances which are used to free roads from ice/snow. Damage caused by power washers, or other aggressive forms of washing. Damage caused by rolling, sliding or segmented doors.

CHASSIS WARRANTY

All new Braun ambulances that are mounted on a new chassis will carry the full OEM warranty, as issued by the specific chassis OEM. This warranty is administered by the chassis OEM's representing dealer and is subject to the guidelines, restrictions, and limitations that they set forth. This warranty does not apply to any portion of the truck or chassis directly included in the alteration process – including materials added to and work accomplished on the original chassis by a vehicle modifier. Should any chassis service/repairs be required due to Braun alterations, such repairs/service are covered under the Braun warranty for a term equal in duration, and in every other aspect, to the warranty provided by the OEM for the applicable chassis model year. The purchaser should complete an alignment after the unit is loaded and readied for use, as added weight and weight distribution will affect vehicle alignment. Alignments are not covered by OEM nor Braun warranty.

ELECTRICAL WARRANTY - MASTERTECH

The MasterTech microprocessor based, multiplex electrical system is warranted to be free of mechanical, electrical, and physical defects (excluding lamps, switches, and electrical display screens) for a period of seven years from the date of manufacture (up to 84,000 miles), whichever occurs first. The electrical display screens are also covered by a seven year pro-rated warranty, with a maximum allowable coverage of $200 for parts replacement after three years. Labor is covered for the entire seven year period.

Inclusion to warranty – All Manufacturer installed wiring, wiring terminals, connectors, nodes and electrical display screens. Initial programming and proper system functions. Installation and proper wiring of standard and specified optional components such as fans, lights, sirens, compressors, IV warmers etc.

Exclusion from warranty – Chassis electrical systems which are covered by the chassis OEM. Batteries and alternator systems which are covered by the OEM warranty. Light bulbs, batteries, and other normal wear/consumable type items.

ELECTRICAL WARRANTY - TRADITIONAL

The electrical wiring harness, electrical components, and electrical system installation and workmanship are warranted to be free of defects for a period of five years from the date of manufacture (up to 75,000 miles), whichever occurs first. Performance and function of components and equipment not manufactured by the manufacturer are covered by the applicable warranty from the supplier of the specific item in question and may be less than the five year electrical warranty period, may not cover labor and may require repair instead of replacement.

Inclusion to warranty – All Manufacturer installed wiring, wiring terminals, connectors, relays, rocker switches, circuit breakers, diodes, solenoids, voltmeters, ammeters, and hour meters. Installation and proper wiring of components.

Exclusion from warranty – Chassis electrical systems which are covered by the chassis OEM. Batteries and alternator systems which are covered by the OEM warranty. Light bulbs, batteries, and other normal wear/consumable type items.

PAINT WARRANTY

The pro-rated paint warranty covers the areas of the ambulance body finished with paint products specified by the Manufacturer for a period of seven years from the date of manufacture, or up to 84,000 miles, whichever occurs first. The first four years, or up to 48,000 miles, are covered at 100% parts and labor. The fifth year or up to 60,000 miles, is covered at 75% parts and labor. The sixth and seventh years or up to 84,000 miles, are covered at 50% parts and labor. Paint repairs must be pre-authorized by the Manufacturer and performed by the Manufacturer or an Authorized Braun Dealer / Service Center.

Inclusion to warranty – Peeling or de-lamination of the topcoat and/or other layers of paint. Cracking, checking or loss of gloss. Any paint failure caused by defective materials which are covered by this warranty. Corrosion caused by improper surface preparation, dissimilar metal reaction, or improper paint application.

Exclusion from warranty – Paint deterioration caused by road salt, magnesium, calcium chloride, or other substances which are used to free roads from ice/snow. Paint deterioration caused by accidents, acid rain, chemical fallout, acts of nature, or the lack of routine maintenance such as regular washing and waxing or the failure to touch-up stone chips. Damage caused by chemicals including but not limited to: DEF (diesel exhaust fluid), gasoline, diesel fuel, anti-freeze, power steering fluid, brake fluid, fuel additives, abrasive cleaners, etc. Failures resulting from product misuse or abuse including but not limited to stone chips, scratches, gouges, other impact damage, etc. Hazing, chalking or loss of gloss caused by improper care, abrasive polishes, cleaning agents, pressure washing, or aggressive mechanical wash systems. Failure of finishes that were applied without the prior, written authorization of the Manufacturer.

NOTE: Copies of these Warranties shall be provided to the purchaser in the bid response.

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SUBJECT: PIGGYBACK HGAC BUY CONTRACT # AM10-16 AMBULANCES, EMS & OTHER SPECIAL SERVICE VEHICLES

BID #: PSC-0374-18 OPEN DATE:

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: DATE OF AWARD THROUGH SEPTEMBER 30, 2018

AGENCY: FLEET MANAGEMENT DIVISION

BASIS OF AWARD: PIGGYBACK

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER: ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback Houston-Galveston Area Council (H-GAC) Buy Contract AM10-16 Ambulances, EMS's & Other Special Service Vehicles from Ten-8 Fire Equipment, Inc. via contract with Braun for the purchase of 18 Braun Rescue Vehicles. Period of service is from date of award through September 30, 2018. Total not to exceed expenditure amount is $3,150,000.00.

Funding Source – AFFM512-069401 - To be executed by formal contract through the Office of General Counsel

Attachments: Recommendation Memo, Contract, Vendor Quote and Pricing

ANALYST: Annette Burney RESPECTFULLY SUBMITTED GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: C.J. Thompson, Chief, Fleet Management Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 12/19/17

Teresa R Eibner OTHER

ACTION OF AWARDING AUTHORITY DATE 12/19/17

MK APPROVED DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

IN SERVICE TO SERVE YOU

Equipment Proposal

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire Equipment, Inc. ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List (or for ambulance sales, the Quotation, or Order Form, as applicable), Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: November 19, 2018 ("Proposal Date **Customer:** Jacksonville Fire Rescue ("Customer")

Customer Address: 214 N. Hogan St, Suite 800 Jacksonville, FL 32202

Quantity	Product Description & Options	Price
24	2018 Braun Express Plus on 2020 Chevy 3500 gas 4x2 chassis * Chassis price and GPC will be adjusted when information becomes available from GM	**$183,984.00**
	Purchase Price:	**$4,415,616.00**

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately 7 (months) after Company receives Customer's acceptance of this Proposal as defined below.

Other: Contingent upon recipt of chassis

Unless accepted within 90 days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: Jacksonville Fire Rescue

By: _____

Title: _____

Print: _____

Date: _____

Ten-8 Fire Equipment, Inc.

By: _____

Title: **Authorized Sales Representative**

Print: Eric Wilcox

Date: 11-19-18

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	AM10-18	Date Prepared:	11/14/2018

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

Buying Agency:	Jacksonville Fire Resuce	Contractor:	Ten8 Fire Equipment
Contact Person:	Richard Reichard	Prepared By:	Eric Wilcox
Phone:	904-693-1445	Phone:	419-615-8839
Fax:		Fax:	
Email:	reichard@coj.net	Email:	ewilcox@ten8fire.com

Product Code:	AM18BA01	Description:	2018 Braun Express Plus

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 151204

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

Description	Cost	Description	Cost
See tab below			
		Subtotal From Additional Sheet(s):	18793
		Subtotal B:	18793

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

Description	Cost	Description	Cost
See tab below			
		Subtotal From Additional Sheet(s):	28630
		Subtotal C:	28630

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 17%

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

Quantity Ordered:	24	X Subtotal of A + B + C:	198627	=	Subtotal D:	4767048

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

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

Description	Cost	Description	Cost
Braun Discount	-351,432		
		Subtotal F:	-351432

Delivery Date:		G. Total Purchase Price (D+E+F):	4415616

IN SERVICE TO SERVE YOU

Equipment Proposal

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Date: November 19, 2018 ("Proposal Date **Customer:** Jacksonville Fire Rescue ("Customer")

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Customer: Jacksonville Fire Rescue

By: _____

Title: _____

Print: _____

Date: _____

Ten-8 Fire Equipment, Inc.

By:

Title: **Authorized Sales Representative**

Print: Eric Wilcox

Date: 11-19-18

EXHIBIT A

PROPOSAL OPTION LIST
(OR FOR AMBULANCE SALES, THE QUOTATION, OR ORDER FORM, AS APPLICABLE)

EXHIBIT B

WARRANTY

EXHIBIT C

PURCHASING TERMS AND CONDITIONS

PURCHASING TERMS AND CONDITIONS

(Florida)

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Ten-8 Fire Equipment, Inc., a Florida corporation ("Company") and Customer (as defined in Ten-8 Fire Equipment, Inc.'s Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

1. Definitions.
   a. **"Acceptance"** has the same meaning set forth in Company's Equipment Proposal.
   b. **"Company's Equipment Proposal"** means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus, associated equipment or an ambulance.
   c. **"Cooperative Purchasing Contract"** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
   d. **"Delivery"** means when Company delivers physical possession of the Product to Customer.
   e. **"Manufacturer"** means the Manufacturer of any Product.
   f. **"Prepayment Discount"** means the prepayment discounts, if any, specified in Company's Equipment Proposal.
   g. **"Product"** means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
   h. **"Purchasing Terms and Conditions"** means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
   i. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer's request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s) as set forth in Company's Equipment Proposal ("Purchase Price"). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination.

   a. Fire Equipment and Apparatus Sales. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of

the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.

b. Ambulance Sales. This Section 6 for Cancellation/Termination does not apply to Ambulance Sales. An order for an ambulance cannot be cancelled or terminated once Company receives and processes Customer's Acceptance of Company's Equipment Proposal.

7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.

8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.

a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.

10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control which make Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, including transportation or delivery losses outside of Company's control, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.

14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.

15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire Equipment, Inc. will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (h) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

Kurtz, Sheryl

From: Willis, Ann on behalf of RiskReview
Sent: Monday, December 10, 2018 12:32 PM
To: Kurtz, Sheryl; RiskReview
Cc: Hylazewski, David
Subject: RE: Piggyback Request - Ten 8
Attachments: RE: TEN8F-199960

Sheryl,

Risk Management approves piggybacking the above contract contingent upon the attached Indemnification and Insurance Requirements Exhibits (see attache email) as well as a Risk Management Approved Certificate of Insurance are attached to and become a part of our contract.

The attached email contains the Indemnification and Insurance Requirements Exhibits.

The Certificate of Insurance in the attached email is now expired so we will need to approve a new one.
Please submit as soon as possible.

Thanks!

From: Kurtz, Sheryl
Sent: Monday, December 10, 2018 8:36 AM
To: RiskReview
Cc: Hylazewski, David
Subject: RE: Piggyback Request

Good Morning,

Please prepare a request to Piggyback HGAC contract with Ten-8 for Braun Rescue Units.
Amount : $4,415,61600 FY 19 Funds

Purpose: To purchase 24 new Rescue Units

As you can see from the emails below, this was reviewed and approved by Risk for FY17, now we are requesting to piggyback the current contract. There are no changes to the current HGAC contract except the dates.

Thank you,

Sheryl Kurtz
City of Jacksonville
Equipment Procurement Coordinator
Skurtz@coj.net
904-255-7465

ACORD

APPROVED
By Ann Willis at 1:20 pm, Nov 22, 2017

TEN8F-1

OP ID: SP

NCE

DATE (MM/DD/YYYY) 11/22/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 941-484-0681
Gifford-Heiden Ins Inc
111 E Venice Avenue
Venice, FL 34285
Russ Gifford

CONTACT NAME: Russ Gifford
PHONE (A/C, No, Ext): 941-484-0681 FAX (A/C, No): 941-485-3835
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Co	20508
INSURER B : National Fire Ins Co	20478
INSURER C : Continental Casualty Co	20443
INSURER D :	
INSURER E :	
INSURER F :	

INSURED Ten-8 Fire Equipment Inc &
Ten 8 Fire & Safety Equipment
of Georgia, LLC
2904 59th Ave Dr E
Bradenton, FL 34203

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contract Liab X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	2091595545	07/30/2017	07/30/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY PIP $10000			2071988532	07/30/2017	07/30/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000			2048055914	07/30/2017	07/30/2018	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		2067574121	01/01/2017	01/01/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Garage Liab			2071988532	07/30/2017	07/30/2018	Occ/Agg	1m/2m
B	GKLL Phy Dmg			2071988532	07/30/2017	07/30/2018	GKLL	1,600,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

please see attached

CERTIFICATE HOLDER JACK008

City of Jacksonville
117 W Duval Street #335
Jacksonville, FL 32202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Russ Gifford

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The ACORD name and logo are registered marks of ACORD

City of Jacksonville, its members, officials, officers, employees and agents are named as additional insured for General Liability and Automobile Liability. Coverage is Primary & Non-Contributory. Waiver of Subrogation in favor of City of Jacksonville, its members, officials, officers, employees and agents applies to all policies. 30 Day Notice of Cancellation to City of Jacksonville applies to all policies.

APPROVED
By Ann Willis at 2:39 pm, Nov 21, 2017

EXHIBIT A
INDEMNIFICATION

Vendor shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If an Indemnifying Party exercises its rights under this Contract, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

EXHIBIT B
INSURANCE REQUIREMENTS

Without limiting its liability under this Contract, Vendor shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Vendor shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$ 100,000 Each Accident
	$ 500,000 Disease Policy Limit
	$ 100,000 Each Employee/Disease

This insurance shall cover the Vendor (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability $1,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Garage Liability	$1,000,000	Per Occurrence
	$2,000,000	Aggregate
Garage Keepers Legal Liability - Physical Damage	$1,000,000	

Additional Insurance Provisions

A. Additional Insured: All insurance except Worker's Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.

B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.

C. Vendor's Insurance Primary. The insurance provided by the Vendor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.

D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Vendor. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

E. Vendor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Vendor or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

F. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Vendor shall relieve Vendor of Vendor's full responsibility to provide insurance as required under this Contract.

G. Certificates of Insurance. Vendor shall provide the City Certificates of Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

I. Notice. The Vendor shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, the Vendor, as applicable, shall provide said a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Vendor under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

L. Special Provisions: Prior to executing this Agreement, Vendor shall present this Contract and Exhibit A & B to its Insurance Agent affirming: 1) That the Agent has personally reviewed the insurance requirements of the Contract Documents, and(2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Vendor.

EXHIBIT A
INDEMNIFICATION

Vendor shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If an Indemnifying Party exercises its rights under this Contract, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

EXHIBIT B
INSURANCE REQUIREMENTS

Without limiting its liability under this Contract, Vendor shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Vendor shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$ 100,000 Each Accident
	$ 500,000 Disease Policy Limit
	$ 100,000 Each Employee/Disease

This insurance shall cover the Vendor (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability	$1,000,000	Combined Single Limit

(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Garage Liability	$1,000,000	Per Occurrence
	$2,000,000	Aggregate
Garage Keepers Legal Liability – Physical Damage	$1,000,000	

Additional Insurance Provisions

A. Additional Insured: All insurance except Worker's Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.

B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.

C. Vendor's Insurance Primary. The insurance provided by the Vendor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.

D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Vendor. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

E. Vendor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Vendor or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

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QWS3270X 12/17/2018 9:06 AM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 12/17/2018
LINK TO: ACCOUNT SUMMARY INQUIRY 9:06 AM

FISCAL MO/YEAR : 03 2019 CURRENCY CODE :
INDEX CODE : AFFM513 FLEET MGMT-VEHICLE REPLACEMENT PAY-GO
SUBOBJECT : 06401 MOBILE EQUIPMENT
PROJECT :
PROJECT DETAIL :
GRANT :
GRANT DETAIL :
USER CODE :

S	DEC 2018	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	.00	40,142,575.81	40,142,575.81
EXPENDITURES	1,140,138.88	2,625,907.61	2,625,907.61
ENCUMBRANCES	-561,119.84	15,125,819.56	15,125,819.56
PRE-ENCUMBRANCES	.00	.00	.00
REMAINING BALANCE	-579,019.04	22,390,848.64	22,390,848.64

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK F10-PRIOR-MO F11-NEXT-MO

G014 - RECORD FOUND