

El Dorado Hills Fire Department
Revenue and Expense Forecast - ALL FUNDS
For the Fiscal Year Ending June 30, 2017



	FINAL Full Year Budget FY16/17	Full Year Forecast June 30, 2017	Variance Full Year Forecast to Budget	Variance %	Notes/Comments
Revenue					
3240 · Tax Revenue					
3260 · Secured Tax Revenue	15,164,380	15,164,380	-	0%	
3270 · Unsecured Tax Revenue	287,393	287,393	-	0%	
3280 · Homeowners Tax Revenue	144,962	144,962	-	0%	
3320 · Supplemental Tax Revenue	234,671	234,671	-	0%	
3330 · Sacramento County Revenue	27,456	27,456	-	0%	
3335 · Latrobe Revenue					
3335.2 · Latrobe Special Tax	36,840	36,840	-	0%	
3335.3 · Latrobe Base Transfer	256,651	180,000	(76,651)	-30%	ERAF Dispute w/ County
3340 · Property Tax Administration Fee	(364,250)	(352,143)	12,107	-3%	Fee came in slightly favorable to budget
Total 3240 · Tax Revenue	15,788,103	15,723,559	(64,544)	0%	
3505 · Misc. Revenue, Vacant Lot	-	281	281	0%	
3506 · Misc. Revenue, Fire Prev. Fees	70,000	53,161	(16,839)	-24%	
3510 · Misc. Operating Revenue					
3512 · JPA Revenue	918,537	987,187	68,651	7%	OT higher than budget - offset w/ expense below
3513 · Rental Income (Cell site)	36,000	25,200	(10,800)	-30%	2nd cell site did not come to fruition
3515 · OES/Mutual Aid Reimbursement	414,000	585,713	171,713	41%	Severe fire season - offset w/ OT below
3520 · Interest Earned	70,000	97,358	27,358	39%	Interest rates slightly higher than budget
3510 · Misc. Operating Revenue - Other	20,000	20,428	428	2%	
Total 3510 · Misc. Operating Revenue	1,458,537	1,715,886	257,349	18%	
Total Operating Revenue	\$ 17,316,639	\$ 17,492,606	\$ 175,967	1%	
3570 · Proceeds from Sale of Assets	60,000	93,630	33,630	56%	Sale of E-8560 not budgeted - also other small surplus sales
Total Revenue	\$ 17,376,639	\$ 17,586,517	\$ 209,878	1%	

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Expenditures

6000 · Salaries & Wages

	FINAL Full Year Budget FY16/17	Full Year Forecast June 30, 2017	Variance Full Year Forecast to Budget	Variance %	Notes/Comments
6001 · Salaries & Wages, Fire	5,912,782	5,867,497	45,286	1%	
6011 · Education/Longevity Pay	495,050	457,323	37,727	8%	Timing of Chief Officer Certs for Chiefs
6016 · Salaries & Wages, Admin/Prev	615,556	552,590	62,966	10%	More hours budgeted for part-time admins than utilized. Timing of step increases.
6017 · Volunteer Pay	100,000	69,179	30,821	31%	Suspension of volunteer program
6018 · Director Pay	18,000	14,490	3,510	20%	Fewer committee meetings than budgeted.
6019 · Overtime		-			
6019.1 · Overtime, Operational	1,685,706	1,598,936	86,770	5%	Fewer OT hours worked than budgeted for constant staffing
6019.2 · Overtime, Outside Aid	412,000	482,087	(70,087)	-17%	Sever fire season - offset w/ revenue above
6019.3 · Overtime, JPA	103,397	184,501	(81,104)	-78%	Several employees out on extended leave/position vacancies
Total 6019 · Overtime	2,201,102	2,265,524	(64,421)	-3%	
6020 · P.E.R.S. Retirement	2,306,236	2,306,679	(443)	0%	
6030 · Workers Compensation	798,529	765,483	33,047	4%	Favorable 2017 Calendar Year premium
6031 · Life Insurance	6,224	5,876	348	6%	
6032 · P.E.R.S. Health Benefits	1,449,069	1,434,197	14,872	1%	Position vacancies
6033 · Disability Insurance	16,170	18,106	(1,936)	-12%	
6034 · Health Cost of Retirees	866,964	854,327	12,637	1%	Timing of retirements
6040 · Dental/Vision Expense	174,840	172,399	2,441	1%	
6050 · Unemployment Insurance	14,490	14,484	6	0%	
6060 · Vacation & Sick Expense Reserve	150,000	(0)	150,000	100%	No liability adjustments expected
6070 · Medicare	139,261	130,775	8,486	6%	
Total 6000 · Salaries & Wages	15,264,273	14,928,927	335,346	2%	

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	FINAL Full Year Budget FY16/17	Full Year Forecast June 30, 2017	Variance Full Year Forecast to Budget	Variance %	Notes/Comments
6100 · Clothing & Personal Supplies					
6101 · Uniform Allowance	64,850	58,050	6,800	10%	Fewer Class A Reimbursements than budgeted
6102 · Other Clothing & Personal Supplies	54,845	57,848	(3,003)	-5%	
Total 6100 · Clothing & Personal Supplies	119,695	115,898	3,797	3%	
6110 · Network/Communications					
6111 · Telecommunications	67,352	52,265	15,086	22%	AT&T CalNet 3 favorable to budget; less VOIP system maintenance than budgeted Dispatch Services less than budgeted
6112 · Dispatch Services	120,000	95,840	24,160	20%	
6113 · Network/Connectivity	34,850	30,721	4,130	12%	
Total 6110 · Communications	222,202	178,826	43,376	20%	
6120 · Housekeeping	30,214	34,422	(4,208)	-14%	
6130 · Insurance					
6131 · General Insurance	55,659	51,023	4,636	8%	
Total 6130 · Insurance	55,659	51,023	4,636	8%	
6140 · Maintenance of Equipment					
6141 · Tires	25,000	18,590	6,410	26%	Apparatus/Equipment Maintenance unpredictable \$23k paid to date for Sta 91 repairs - to be reimbursed by development fees
6142 · Parts & Supplies	21,000	29,291	(8,291)	-39%	
6143 · Outside Work	116,053	135,254	(19,202)	-17%	
6144 · Equipment Maintenance	90,420	25,231	65,189	72%	
6145 · Radio Maintenance	20,430	14,262	6,168	30%	
Total 6140 · Maintenance of Equipment	272,903	222,629	50,274	18%	
6150 · Maintenance, Structures & Ground	107,566	117,094	(9,528)	-9%	
6160 · Medical Supplies					
6161 · Medical Supplies	5,500	5,500	-	0%	
Total 6160 · Medical Supplies	5,500	5,500	-	0%	
6170 · Dues and Subscriptions	11,339	11,339	-	0%	

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	FINAL Full Year Budget FY16/17	Full Year Forecast June 30, 2017	Variance Full Year Forecast to Budget	Variance %	Notes/Comments
6180 · Miscellaneous		-			
6181 · Miscellaneous	4,000	3,274	726	18%	
6182 · Honor Guard	1,000	1,500	(500)	-50%	
6183 · Explorer Program	2,500	2,000	500	20%	
6184 · Pipes and Drums	-	-	-	0%	
Total 6180 · Miscellaneous	7,500	6,775	725	10%	
6190 · Office Supplies	24,599	28,450	(3,851)	-16%	
6200 · Professional Services					
6201 · Audit	10,500	10,250	250	2%	
6202 · Legal/Human Resources	138,210	133,122	5,088	4%	
6203 · Notices	3,000	883	2,117	71%	
6204 · Other Professional Services	214,094	171,641	42,453	20%	Delay in timing of Nexus Study (\$20k); Medical Evals favorable (\$10k)
6205 · Elections/Tax Administration	20,000	23,449	(3,449)	-17%	
6206 · Public Relations	4,900	100	4,800	98%	
Total 6200 · Professional Services	390,704	339,445	51,259	13%	
6210 · Information Technology					
6211 · Software Licenses/Subscriptions	68,744	66,064	2,680	4%	
6212 · IT Support/Implementation	107,374	86,602	20,772	19%	Lower cost of server upgrade than budgeted; Lower IT consulting than budgeted
Total 6210 · Information Technology	176,118	152,666	23,452	13%	
6220 · Rents and Leases					
6221 · Facilities/Equipment Lease	17,998	17,998	-	0%	
6222 · Solar Lease	65,388	52,016	13,372	20%	Solar lease started later in fiscal year than budgeted
Total 6220 · Rents and Leases	83,386	70,014	13,372	16%	
6230 · Small Tools and Supplies	49,850	49,694	156	0%	

El Dorado Hills Fire Department
Revenue and Expense Forecast - ALL FUNDS
For the Fiscal Year Ending June 30, 2017



	FINAL Full Year Budget FY16/17	Full Year Forecast June 30, 2017	Variance Full Year Forecast to Budget	Variance %	Notes/Comments
6240 · Special Expenses		-			
6241 · Training	118,327	110,184	8,143	7%	
6242 · Fire Prevention	18,310	14,859	3,451	19%	
6243 · Licenses	-	10	(10)	0%	
6244 · Directors' Training & Travel	-	-	-	0%	
Total 6240 · Special Expenses	136,637	125,053	11,584	8%	
6250 · Transportation and Travel					
6251 · Fuel and Oil	70,000	53,956	16,044	23%	Fuel prices favorable to budget
6252 · Travel	19,000	21,621	(2,621)	-14%	Offset with savings in Meals & Refreshments below
6253 · Meals & Refreshments	21,000	17,835	3,165	15%	
Total 6250 · Transportation and Travel	110,000	93,413	16,587	15%	
6260 · Utilities					
6261 · Electricity	10,200	16,386	(6,186)	-61%	Solar lease started later in fiscal year than anticipated - offset with solar savings above
6262 · Natural Gas/Propane	17,000	26,194	(9,194)	-54%	Higer rates/usage than budgeted
6263 · Water/Sewer	14,000	15,299	(1,299)	-9%	
Total 6260 · Utilities	41,200	57,879	(16,679)	-40%	
Total Operating Expenditures	\$ 17,109,345	\$ 16,589,047	\$ 520,298	3%	
Operating Revenue - Operating Expenditures	\$ 207,294	\$ 903,558	\$ (696,264)	-336%	
6560 · Payroll Exps- PERS Prepayment	-	-	-	0%	
6720 · Fixed Assets	1,587,905	879,040	708,865	45%	Delay in timing of Type 1 engine purchase
Total Expenditures	\$ 18,697,250	\$ 17,468,087	\$ 1,229,163	7%	
Total Revenue - Total Expenditures	\$ (1,320,611)	\$ 118,430	\$ 1,439,041		

Preliminary Budget Overview

Property Tax Revenue

For purposes of estimating 2017/18 property tax revenue, an assumed growth rate of 6% was used (4% for Sacramento County). Property tax revenue will be adjusted once the official estimate is received from El Dorado County in July. Latrobe Base transfer revenue was conservatively budgeted at \$180,000, which is net of the ERAF amount currently in dispute.

Other Revenue

JPA revenue was based on the detailed 2017/18 budget submitted to the JPA for the District. OES revenue was budgeted based on the 2016/17 fire season, with the assumption that the 2017/18 fire season will be similar. Both these revenue categories are mostly offset by overtime and other expenses. Prevention, interest, and other revenues are budgeted relatively consistent with 2016/17. No proceeds from asset sales are budgeted in 2017/18.

Wages & Benefits

Changes in Wages & Benefits were budgeted in accordance with the MOU and other Wages & Benefits agreements currently in place. 100% staffing is assumed for the entire 2017/18 budget year and anticipated step increases for existing staff are reflected. Overtime is expected to decrease slightly from 2016/17 due to the anticipated fill of current vacancies. An increase in PERS Retirement expense in 2017/18 is reflective of the scheduled increase in the District's required annual lump sum payment to PERS. A 7% increase was assumed for workers' compensation insurance and a 5% increase was assumed for health insurance premium rates (both rates change on a calendar year basis and increases were based on actual rates for the 2017 calendar year).

Other Operating Expenditures

In an effort to improve the District's overall bottom line, staff committed to reducing other operating expenditures by a minimum of 10%, or roughly \$185,000 from the 2016/17 budget year. Decreases in many of the operating expenditure categories are a result of this effort. There were also several one-time expenditures in 2016/17 that will not repeat in 2017/18, including the dispatch CAD upgrade, Traffic Study, and CalFire/Sac Regional Dispatch Studies. A significant increase in the Prevention category was budgeted to account for programs previously funded by the EDH Firefighters' Association.

Pension/OPEB/Capital Replacement Fund

In April 2017, the District's Board of Directors voted to fund its PARS OPEB account with \$1,000,000. This is a one-time expenditure budgeted in 2017/18. The District also budgeted to transfer \$850,000 from its General Fund to its Capital Replacement Fund to fund future capital purchases.

Fixed Assets

Significant one-time fixed asset purchases are budgeted in 2017/18, including a Type I Engine (carryover from 2016/17) as well as the related tools and equipment, Portable Radio Replacements, Vehicle 8549 Replacement, Training Facility (75% funded w/ Dev Fees) and the Nexus Study (carryover from 2016/17 – 100% funded w/ Dev Fees).

Fund Summary

Overall, the preliminary budget reflects a decrease in the General Fund of \$400,601, which is primarily a result of the one-time PARS OPEB payment. The Capital Replacement Fund is budgeted to decrease by \$564,100 as a result of budgeted capital purchases in excess of the amount transferred in from the General Fund. The Development Fee Fund is anticipated to increase by approximately \$657,500 due to Development Fee revenues in excess of qualified expenditures for the fiscal year.

EL DORADO HILLS COUNTY WATER DISTRICT

RESOLUTION 2017-03

Resolution Adopting the 2017-2018 Preliminary Budget

WHEREAS, the Board of Directors of the El Dorado Hills County Water District Board (the “Fire District”) held a public hearing during which time additions and deletions to the 2017-18 Preliminary Budget were made; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors in accordance with Section 13890 of the Health and Safety Code, the Preliminary Budget for the Fiscal Year 2017-18 is hereby adopted in accordance with the following:

Wages & Benefits:	\$15,343,969
Services and Supplies:	1,630,565
Pension/OPEB Lump Sum Payment:	1,000,000
Fixed Assets:	
Structures and Improvements	1,780,000
Equipment	976,600
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Total Budget Requirements:	\$20,731,134

BE IT FURTHER RESOLVED that the obligations for fixed assets and any new permanent employee positions, are appropriated with the adoption of the 2017-2018 Preliminary Budget.

BE IT FURTHER RESOLVED that the means of financing the expenditures will be by monies derived from Property Taxes, Development Fees, Reserves and other Miscellaneous Revenues.

BE IT FURTHER RESOLVED that the Preliminary Budget is hereby adopted and available for inspection by interested persons.

EL DORADO HILLS COUNTY WATER DISTRICT

RESOLUTION 2017-XX

Resolution Adopting the 2017-2018 Preliminary Budget

The foregoing resolution was duly passed and adopted by the Board of the El Dorado Hills County Water District at a meeting of said Board held on the 18th day of May, 2017, by the following vote:

AYES:

ABSTAIN:

NOES:

ABSENT:

ATTEST:

Charles J. Hartley, President

Jessica Braddock, Board Secretary

El Dorado Hills Fire Department
Preliminary Budget Summary - All Funds
Fiscal Year 2017/18



	General Fund	Capital Replacement Fund	Development Fee Fund	Total All Funds
Revenue				
Property Tax Revenue	16,639,876			16,639,876
Fire Prevention Fee Revenue	70,000			70,000
Other Miscellaneous Operating Revenue	1,714,057			1,714,057
Development Fee Revenue			2,000,000	2,000,000
Proceeds from Sale of Assets	-			-
Total Revenue	\$ 18,423,932	\$ -	\$ 2,000,000	\$ 20,423,932
Expenditures				
Wages & Benefits	15,343,969	-	-	15,343,969
Other Operating Expenditures	1,630,565	-	-	1,630,565
Pension/OPEB UAL Lump Sum Pmt	1,000,000	-	-	1,000,000
Fixed Assets	-	1,414,100	1,342,500	2,756,600
Total Expenditures	\$ 17,974,533	\$ 1,414,100	\$ 1,342,500	\$ 20,731,133
Revenue Less Expenditures	\$ 449,399	\$ (1,414,100)	\$ 657,500	\$ (307,201)
Reserve Fund Transfer Summary:				
Beginning Balance, 6/30/2017 (FORECAST)	\$ 13,029,091	\$ 3,002,514	\$ 6,373,252*	\$ 22,404,856
Transfer to/(from) General Reserve Fund	449,399	850,000	-	1,299,399
Transfer to/(from) Capital Replacement Fund	(850,000)	(1,414,100)	-	(2,264,100)
Transfer to/(from) Development Fee Fund	-	-	657,500	657,500
Total Increase/(Decrease) in Reserve Balances	(400,601)	(564,100)	657,500	(307,201)
Ending Balance, 6/30/2018 (PROJECTED)	\$ 12,628,490	\$ 2,438,414	\$ 7,030,752	\$ 22,097,655

* As of 6/30/2017, the Development Fee fund will "owe" approximately \$970,000 to the General Fund.

El Dorado Hills Fire Department
Preliminary Budget Detail - General Fund
Fiscal Year 2017/18



	Full Year Budget FY17/18	Full Year Budget FY16/17	Variance	Variance %
Revenue				
3240 · Tax Revenue				
3260 · Secured Tax Revenue	16,074,243	15,164,380	909,863	6.0%
3270 · Unsecured Tax Revenue	304,637	287,393	17,244	6.0%
3280 · Homeowners Tax Revenue	153,660	144,962	8,698	6.0%
3320 · Supplemental Tax Revenue	248,751	234,671	14,080	6.0%
3330 · Sacramento County Revenue	29,103	27,456	1,647	4.0%
3335 · Latrobe Revenue				
3335.2 · Latrobe Special Tax	36,840	36,840	-	0.0%
3335.3 · Latrobe Base Transfer	180,000	256,651	(76,651)	-29.9%
3340 · Property Tax Administration Fee	(387,357)	(364,250)	(23,107)	6.3%
Total 3240 · Tax Revenue	16,639,876	15,788,102	851,773	5.4%
3506 · Misc. Revenue, Fire Prev. Fees	70,000	70,000	-	100%
3510 · Misc. Operating Revenue				
3512 · JPA Revenue	1,028,857	918,537	110,320	12%
3513 · Rental Income (Cell site)	25,200	36,000	(10,800)	-30%
3515 · OES/Mutual Aid Reimbursement	560,000	414,000	146,000	35%
3520 · Interest Earned	80,000	70,000	10,000	14%
3510 · Misc. Operating Revenue - Other	20,000	20,000	-	0%
Total 3510 · Misc. Operating Revenue	1,714,057	1,458,537	255,520	18%
3570 · Proceeds from Sale of Assets	-	60,000	(60,000)	-100%
Total Revenue	\$ 18,423,932	\$ 17,376,639	\$ 1,047,293	6%
Operating Expenditures				
6000 · Wages & Benefits				
6001 · Salaries & Wages, Fire	5,966,813	5,912,782	54,031	1%
6011 · Education/Longevity Pay	484,081	495,050	(10,969)	-2%
6016 · Salaries & Wages, Admin/Prev	608,685	615,556	(6,871)	-1%
6017 · Volunteer Pay	-	100,000	(100,000)	-100%
6018 · Director Pay	17,850	18,000	(150)	-1%
6019 · Overtime				
6019.1 · Overtime, Operational	1,561,587	1,685,706	(124,119)	-7%
6019.2 · Overtime, Outside Aid	480,000	412,000	68,000	17%
6019.3 · Overtime, JPA	155,479	103,397	52,082	50%
Total 6019 · Overtime	2,197,066	2,201,102	(4,036)	0%
6020 · P.E.R.S. Retirement	2,414,016	2,306,236	107,780	5%
6030 · Workers Compensation	819,067	798,529	20,538	3%
6031 · Life Insurance	6,224	6,224	0	0%

El Dorado Hills Fire Department
Preliminary Budget Detail - General Fund
Fiscal Year 2017/18



	Full Year Budget FY17/18	Full Year Budget FY16/17	Variance	Variance %
6032 · P.E.R.S. Health Benefits	1,495,797	1,449,069	46,728	3%
6033 · Disability Insurance	16,758	16,170	588	4%
6034 · Health Cost of Retirees	889,119	866,964	22,155	3%
6040 · Dental/Vision Expense	179,160	174,840	4,320	2%
6050 · Unemployment Insurance	14,490	14,490	-	0%
6060 · Vacation & Sick Expense Reserve	100,000	150,000	(50,000)	-33%
6070 · Medicare	134,842	139,261	(4,419)	-3%
Total 6000 · Wages & Benefits	15,343,969	15,264,273	79,696	1%
Salaries & Wages as a % of Revenue	83%	88%		
6100 · Clothing & Personal Supplies				
6001 · Uniform Allowance	52,800	64,850	(12,050)	-19%
6002 · Other Clothing & Personal Supplies	47,620	54,845	(7,225)	-13%
Total 6100 · Clothing & Personal Supplies	100,420	119,695	(19,275)	-16%
6110 · Network/Communications				
6111 · Telecommunications	50,544	67,352	(16,808)	-25%
6112 · Dispatch Services	50,000	120,000	(70,000)	-58%
6113 · Network/Connectivity	41,225	34,850	6,375	18%
Total 6110 · Network/Communications	141,770	222,202	(80,432)	-36%
6120 · Housekeeping	35,268	30,214	5,054	17%
6130 · Insurance				
6131 · General Insurance	55,000	55,659	(659)	-1%
Total 6130 · Insurance	55,000	55,659	659	1%
6140 · Maintenance of Equipment				
6141 · Tires	21,791	25,000	(3,209)	-13%
6142 · Parts & Supplies	22,209	21,000	1,209	6%
6143 · Outside Work	118,167	116,053	2,114	2%
6144 · Equipment Maintenance	37,334	90,420	(53,086)	-59%
6145 · Radio Maintenance	25,963	20,430	5,533	27%
Total 6140 · Maintenance of Equipment	225,463	272,903	(47,440)	-17%
6150 · Maintenance, Structures & Ground	98,364	107,566	(9,202)	-9%
6160 · Medical Supplies				
6161 · Medical Supplies	5,867	5,500	367	7%
Total 6160 · Medical Supplies	5,867	5,500	367	7%
6170 · Dues and Subscriptions	12,361	11,339	1,022	9%
6180 · Miscellaneous				
6181 · Miscellaneous	3,352	4,000	(648)	-16%
6182 · Honor Guard	3,562	1,000	2,562	256%

El Dorado Hills Fire Department
Preliminary Budget Detail - General Fund
Fiscal Year 2017/18



	Full Year Budget FY17/18	Full Year Budget FY16/17	Variance	Variance %
6183 · Explorer Program	2,095	2,500	(405)	-16%
6184 · Pipes and Drums	-	-	-	0%
Total 6180 · Miscellaneous	9,010	7,500	1,510	20%
6190 · Office Supplies	20,739	24,599	(3,860)	-16%
6200 · Professional Services				
6201 · Audit	13,506	10,500	3,006	29%
6202 · Legal/Human Resources	131,673	138,210	(6,537)	-5%
6203 · Notices	2,514	3,000	(486)	-16%
6204 · Other Professional Services	114,650	214,094	(99,444)	-46%
6205 · Elections/Tax Administration	-	20,000	(20,000)	-100%
6206 · Public Relations	2,958	4,900	(1,942)	-40%
Total 6200 · Professional Services	265,302	390,704	(125,402)	-32%
6210 · Information Technology				
6211 · Software Licenses/Subscriptions	74,651	68,744	5,907	9%
6212 · IT Support/Implementation	118,496	107,374	11,122	10%
Total 6210 · Information Technology	193,147	176,118	17,029	10%
6220 · Rents and Leases				
6221 · Facilities/Equipment Lease	-	17,998	(17,998)	-100%
6222 · Solar Lease	66,936	65,388	1,548	2%
Total 6220 · Rents and Leases	66,936	83,386	(16,450)	-20%
6230 · Small Tools and Supplies	76,557	49,850	26,707	54%
6240 · Special Expenses				
6241 · Training	107,507	118,327	(10,820)	-9%
6242 · Fire Prevention	64,699	18,310	46,389	253%
Total 6240 · Special Expenses	172,206	136,637	35,569	26%
6250 · Transportation and Travel				
6251 · Fuel and Oil	62,000	70,000	(8,000)	-11%
6252 · Travel	19,184	19,000	184	1%
6253 · Meals & Refreshments	17,600	21,000	(3,400)	-16%
Total 6250 · Transportation and Travel	98,784	110,000	(11,216)	-10%
6260 · Utilities				
6261 · Electricity	12,372	10,200	2,172	21%
6262 · Natural Gas/Propane	26,000	17,000	9,000	53%
6263 · Water/Sewer	15,000	14,000	1,000	7%
Total 6260 · Utilities	53,372	41,200	12,172	30%
Total Operating Expenditures	\$ 16,974,533	\$ 17,109,345	\$ (134,812)	-1%

El Dorado Hills Fire Department
Preliminary Budget Detail - General Fund
Fiscal Year 2017/18



	Full Year Budget FY17/18	Full Year Budget FY16/17	Variance	Variance %
Revenue - Operating Expenditures	\$ 1,449,399	\$ 267,294	\$ 1,182,105	442%
6560 Pension/OPEB UAL Lump Sum Pmt	1,000,000	-	1,000,000	100%
Total Expenditures	\$ 17,974,533	\$ 17,109,345	\$ 865,188	5%
Total Revenue - Total Expenditures	\$ 449,399	\$ 267,294	\$ (182,105)	-68%
Depreciation/Transfer to Capital Replacement Fund	\$ 850,000	\$ -	\$ 850,000	100%
Net Increase/Decrease in General Fund	\$ (400,601)	\$ 267,294	\$ (667,895)	-250%

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El Dorado Hills Fire Department
Historical Trend Analysis
TOTAL ALL FUNDS



	Actual FY12/13	Actual FY13/14	Actual FY14/15	Actual FY15/16	Forecast FY16/17	Preliminary Budget FY17/18	Variance 16/17 Forecast vs. 17/18 Budget	Variance %
Revenue								
3240 · Tax Revenue								
3260 · Secured Tax Revenue	11,830,868	12,028,827	13,218,543	14,158,112	15,164,380	16,074,243	909,863	6%
3270 · Unsecured Tax Revenue	252,527	284,881	294,263	292,097	287,393	304,637	17,244	6%
3280 · Homeowners Tax Revenue	134,560	134,583	141,900	144,317	144,962	153,660	8,698	6%
3320 · Supplemental Tax Revenue	14,658	186,426	223,245	234,671	234,671	248,751	14,080	6%
3330 · Sacramento County Revenue	7,886	8,107	7,990	27,184	27,456	29,103	1,648	6%
3335 · Latrobe Revenue								
3335.2 · Latrobe Special Tax	-	-	20,700	35,588	36,840	36,840	-	0%
3335.3 · Latrobe Base Transfer	-	-	256,651	256,651	180,000	180,000	-	0%
3340 · Property Tax Administration Fee	(308,533)	(235,247)	(194,228)	(316,739)	(352,143)	(387,357)	(35,214)	9%
Total 3240 · Tax Revenue	11,931,966	12,407,577	13,969,063	14,831,881	15,723,559	16,639,876	916,317	5.5%
3506 · Misc. Revenue, Fire Prev. Fees	34,713	18,812	49,011	73,537	70,077	70,000	(77)	0%
3510 · Misc. Operating Revenue								
3511 · Contributions	-	-	(159)	8,100	-	-	-	0%
3512 · JPA Revenue	956,920	750,460	755,805	1,010,264	1,003,354	1,028,857	25,502	2%
3513 · Rental Income (Cell site)	21,960	24,666	23,592	30,628	25,200	25,200	-	0%
3515 · OES/Mutual Aid Reimbursement	205,141	206,840	458,024	736,099	560,154	560,000	(154)	0%
3520 · Interest Earned	55,656	43,087	46,366	67,085	80,031	80,000	(31)	0%
3510 · Misc. Operating Revenue - Other	75,789	87,542	95,131	20,847	20,428	20,000	(428)	-2%
Total 3510 · Misc. Operating Revenue	1,315,466	1,112,594	1,378,758	1,873,023	1,689,168	1,714,057	24,888	1%
Total Operating Revenue	\$ 13,282,145	\$ 13,538,983	\$ 15,396,832	\$ 16,778,440	\$ 17,482,804	\$ 18,423,932	\$ 51,610	0%
Development Fees								
3550 · Development Fees								
3560 · Development Fee Revenue	1,062,498	1,208,615	1,741,799	2,499,408	2,749,729	2,000,000	(749,729)	-37%
Total 3550 · Development Fee Revenue	1,062,498	1,208,615	1,741,799	2,499,408	2,749,729	2,000,000	(749,729)	-37%
3570 · Proceeds from Sale of Assets		92,390	-	27,430	97,130	-	(97,130)	-100%
Total Revenue	\$ 14,344,643	\$ 14,839,988	\$ 17,138,631	\$ 19,305,278	\$ 20,329,663	\$ 20,423,932	\$ 94,270	0%

El Dorado Hills Fire Department
Historical Trend Analysis
TOTAL ALL FUNDS



	Actual FY12/13	Actual FY13/14	Actual FY14/15	Actual FY15/16	Forecast FY16/17	Preliminary Budget FY17/18	Variance 16/17 Forecast vs. 17/18 Budget	Variance %
Operating Expenditures								
6000 · Salaries & Wages								
6001 · Salaries & Wages, Fire	5,019,412	4,887,897	5,164,564	5,434,638	5,926,100	5,966,813	40,714	1%
6011 · Education/Longevity Pay	386,792	357,223	355,052	390,359	461,491	484,081	22,590	5%
6016 · Salaries & Wages, Admin/Prev	377,375	369,334	452,549	515,208	557,925	608,685	50,760	8%
6017 · Volunteer Pay	38,225	34,045	56,330	77,030	78,974	-	(78,974)	-100%
6018 · Director Pay	10,600	15,300	16,900	20,400	13,867	17,850	3,983	22%
6019 · Overtime				-	-	-	-	
6019.1 · Overtime, Operational	1,229,078	1,432,144	1,477,672	1,364,141	1,550,389	1,561,587	11,198	1%
6019.2 · Overtime, Outside Aid	178,829	194,278	375,560	663,124	482,087	480,000	(2,087)	0%
6019.3 · Overtime, JPA	114,224	228,411	129,313	108,660	186,062	155,479	(30,583)	-20%
Total 6019 · Overtime	1,522,131	1,854,833	1,982,546	2,135,925	2,218,537	2,197,066	(21,471)	-1%
6020 · P.E.R.S. Retirement	1,983,803	1,971,986	2,103,266	2,104,899	2,343,442	2,414,016	70,575	3%
6030 · Workers Compensation	418,985	522,033	609,709	728,867	765,483	819,067	53,584	7%
6031 · Life Insurance	5,039	4,948	5,358	5,616	5,877	6,224	348	6%
6032 · P.E.R.S. Health Benefits	979,530	1,029,405	1,159,392	1,337,711	1,435,999	1,495,797	59,799	4%
6033 · Disability Insurance	11,700	11,661	12,480	14,308	16,660	16,758	98	1%
6034 · Health Cost of Retirees	712,584	738,424	829,741	813,577	852,008	889,119	37,111	4%
6040 · Dental/Vision Expense	133,950	137,630	149,050	161,262	183,438	179,160	(4,278)	-2%
6050 · Unemployment Insurance	15,021	13,761	16,960	16,289	15,374	14,490	(884)	-6%
6060 · Vacation & Sick Expense Reserve	133,775	(19,561)	81,912	169,277	(0)	100,000	100,000	100%
6070 · Medicare	104,793	105,941	114,992	123,580	132,072	134,842	2,770	2%
Total 6000 · Salaries & Wages	11,853,714	12,034,861	13,110,802	14,048,946	15,007,245	15,343,969	336,724	2%
Salaries & Wages as a % of Operating Revenue	89%	89%	85%	84%	86%	83%		

El Dorado Hills Fire Department
Historical Trend Analysis
TOTAL ALL FUNDS



	Actual FY12/13	Actual FY13/14	Actual FY14/15	Actual FY15/16	Forecast FY16/17	Preliminary Budget FY17/18	Variance 16/17 Forecast vs. 17/18 Budget	Variance %
6100 · Clothing & Personal Supplies								
6001 · Uniform Allowance	-	-		42,000	58,050	52,800	(5,250)	-10%
6002 · Other Clothing & Personal Supplies	56,651	57,914	90,602	45,817	56,271	47,620	(8,652)	-18%
Total 6100 · Clothing & Personal Supplies	56,651	57,914	90,602	87,817	114,321	100,420	(13,902)	-14%
6110 · Network/Communications								
6111 · Telecommunications	44,897	47,624	58,193	73,200	53,589	50,544	(3,044)	-6%
6112 · Dispatch Services	17,044	49,355	44,638	41,248	100,840	50,000	(50,840)	-102%
6113 · Network/Connectivity	-	-	-	-	30,724	41,225	10,501	100%
Total 6110 · Communications	61,941	96,980	102,831	114,448	185,153	141,770	(43,383)	-31%
6120 · Housekeeping	21,286	21,291	21,854	40,200	33,864	35,268	1,403	4%
6130 · Insurance								
6131 · General Insurance	47,748	46,417	58,936	50,492	51,023	55,000	3,977	7%
Total 6130 · Insurance	47,748	46,417	58,936	50,492	51,023	55,000	3,977	7%
6140 · Maintenance of Equipment								
6141 · Tires	14,842	20,281	19,577	30,065	20,034	21,791	1,756	8%
6142 · Parts & Supplies	7,162	19,401	10,445	17,162	32,546	22,209	(10,337)	-47%
6143 · Outside Work	102,267	51,766	117,144	46,484	142,164	118,167	(23,997)	-20%
6144 · Equipment Maintenance	97,865	99,191	126,623	125,891	22,975	37,334	14,359	38%
6145 · Radio Maintenance	3,353	3,671	4,477	9,822	13,605	25,963	12,358	48%
Total 6140 · Maintenance of Equipment	225,488	194,309	278,266	229,424	231,324	225,463	(5,860)	-3%
6150 · Maintenance, Structures & Ground	36,298	46,431	75,319	111,703	124,679	98,364	(26,315)	-27%
6160 · Medical Supplies								
6161 · Medical Supplies	883	51	760	8,884	5,500	5,867	367	6%
Total 6160 · Medical Supplies	883	51	760	8,884	5,500	5,867	367	6%
6170 · Dues and Subscriptions	6,157	6,735	7,447	12,139	11,339	12,361	1,022	8%

El Dorado Hills Fire Department
Historical Trend Analysis
TOTAL ALL FUNDS



	Actual FY12/13	Actual FY13/14	Actual FY14/15	Actual FY15/16	Forecast FY16/17	Preliminary Budget FY17/18	Variance 16/17 Forecast vs. 17/18 Budget	Variance %
6180 · Miscellaneous				-	-		-	
6181 · Miscellaneous	5,699	2,124	6,758	1,917	4,069	3,352	(717)	-21%
6182 · Honor Guard	2,806	2,490	437	-	1,237	3,562	2,325	65%
6183 · Explorer Program	1,000	505	913	1,221	2,000	2,095	95	5%
6184 · Pipes and Drums	2,903	-	-	-	-	-	-	0%
Total 6180 · Miscellaneous	12,408	5,119	8,108	3,138	7,307	9,010	1,703	19%
6190 · Office Supplies	16,417	16,664	18,812	22,720	28,249	20,739	(7,510)	-36%
6200 · Professional Services				-				
6201 · Audit	9,750	9,500	12,750	10,000	10,250	13,506	3,256	24%
6202 · Legal/Human Resources	116,464	128,296	130,770	111,578	130,225	131,673	1,448	1%
6203 · Notices	497	1,931	3,131	2,630	883	2,514	1,631	65%
6204 · Other Professional Services	172,676	169,912	286,076	384,473	206,244	114,650	(91,594)	-80%
6205 · Elections/Tax Administration	13,851	-	19,788	-	23,449	-	(23,449)	-100%
6206 · Public Relations	-	-	-	-	100	2,958	2,858	97%
Total 6200 · Professional Services	313,238	309,639	452,515	508,681	371,150	265,302	(105,849)	-40%
6210 · Information Technology								
6211 · Software Licenses/Subscriptions	-	-	-	-	69,798	74,651	4,853	7%
6212 · IT Support/Implementation	-	-	-	-	72,910	118,496	45,586	38%
Total 6210 · Information Technology	-	-	-	-	142,708	193,147	50,439	26%
6220 · Rents and Leases								
6221 · Facilities/Equipment Lease	552	105,336	106,657	21,640	17,998	-	(17,998)	-100%
6222 · Solar Lease	-	-	-	-	52,016	66,936	14,920	22%
Total 6220 · Total Rents and Leases	552	105,336	106,657	21,640	70,014	66,936	(3,078)	-5%
6230 · Small Tools and Supplies	43,624	44,000	34,234	51,235	58,504	76,557	18,053	24%
6240 · Special Expenses					-		-	
6241 · Training	35,860	48,507	73,837	59,507	114,714	107,507	(7,207)	-7%

El Dorado Hills Fire Department
Historical Trend Analysis
TOTAL ALL FUNDS



	Actual FY12/13	Actual FY13/14	Actual FY14/15	Actual FY15/16	Forecast FY16/17	Preliminary Budget FY17/18	Variance 16/17 Forecast vs. 17/18 Budget	Variance %
6242 · Fire Prevention	17,149	7,890	10,828	17,537	17,351	64,699	47,347	73%
6243 · Licenses	285	33	87	-	10	-	(10)	0%
Total 6240 · Special Expenses	53,294	56,430	84,751	77,044	132,075	172,206	40,131	23%
6250 · Transportation and Travel								
6251 · Fuel and Oil	52,201	67,633	58,362	51,936	51,582	62,000	10,418	17%
6252 · Travel	7,873	20,936	11,719	12,821	22,150	19,184	(2,965)	-15%
6253 · Meals & Refreshments	12,467	20,641	20,464	17,253	18,045	17,600	(445)	-3%
Total 6250 · Transportation and Travel	72,541	109,210	90,545	82,011	91,776	98,784	7,008	7%
6260 · Utilities								
6261 · Electricity	51,809	50,848	62,718	76,258	16,088	12,372	(3,716)	-30%
6262 · Natural Gas/Propane	14,652	12,704	10,963	13,474	25,604	26,000	396	2%
6263 · Water/Sewer	12,951	11,910	10,526	11,716	14,795	15,000	205	1%
Total 6260 · Utilities	79,411	75,461	84,208	101,448	56,487	53,372	(3,115)	-6%
Total Operating Expenditures	\$ 12,901,652	\$ 13,226,848	\$ 14,626,645	\$ 15,571,970	\$ 16,722,719	\$ 16,974,533	\$ 251,815	1%
Operating Revenue - Operating Expenditures	\$ 380,493	\$ 312,135	\$ 770,188	\$ 1,206,470	\$ 760,085	\$ 1,449,399	\$ 689,314	
6560 · Pension/OPEB UAL Lump Sum Pmt	659,573	-	-	1,200,000	-	1,000,000	1,000,000	-100%
6720 · Fixed Assets	1,254,113	691,417	4,194,193	2,018,266	823,510	2,756,600	1,933,090	70%
Total Expenditures	\$ 14,815,338	\$ 13,918,265	\$ 18,820,838	\$ 18,790,237	\$ 17,546,229	\$ 20,731,133	\$ 3,184,904	15%
Total Revenue - Total Expenditures	\$ (470,695)	\$ 921,723	\$ (1,682,207)	\$ 515,042	\$ 2,783,434	\$ (307,201)	\$ (3,090,635)	
Development Fee Revenue	(1,062,498)	(1,208,615)	(1,741,799)	(2,499,408)	(2,749,729)	(2,000,000)		
Development Fee Qualified Expenditures	604,749	65,993	1,808,431	798,693	172,500	1,342,500		
Total Revenue - Total Expenditures Net of Development Fees	\$ (928,445)	\$ (220,899)	\$ (1,615,575)	\$ (1,185,674)	\$ 206,205	\$ (964,701)		

El Dorado Hills Fire Department
Reserve Fund Summary
2017/18 Preliminary Budget



	RESERVE FUND BALANCE AS OF					
	6/30/2013	6/30/2014	6/30/2015	6/30/2016	FORECAST 6/30/2017	PRELIMINARY BUDGET 6/30/2018
General Reserve Fund	14,390,105	14,637,036	13,840,847	12,269,007	13,029,091	12,628,490
Capital Replacement Reserve Fund	5,296,672	4,829,631	4,245,134	3,826,024	3,002,514	2,438,414
Retiree Medical Reserve Fund	92,012	92,223	26	26	26	-
Unrestricted Reserve Funds	19,778,789	19,558,890	18,086,007	16,095,057	16,031,631	15,066,903
Development Fee Reserve Fund	-	1,141,621	1,191,898	3,697,119	6,373,252*	7,030,752
Total Reserve Fund Balances	\$ 19,778,789	\$ 20,700,511	\$ 19,277,905	\$ 19,792,177	\$ 22,404,882	\$ 22,097,655

* As of 6/30/2017, the Development Fee fund will "owe" approximately \$970,000 to the General Fund.

EL DORADO HILLS FIRE DEPARTMENT

Capital Assets 2017-18 Preliminary Budget



ITEM	DESCRIPTION	PRELIMINARY BUDGET		
		Capital Replacement Fund	Development Fee Fund	Total
IT Equipment	Computer Lifecycle Replacements, Prevention Touch Screen	14,600	-	14,600
Bullard TIC Replacement		7,000		7,000
Rescue 85 Tools/Equipment		18,000	-	18,000
Turnout Replacements		50,000	-	50,000
Radio Equipment	Motorola Portables for 8570, 8571, WR-84; Motorola Mobile for new Engine	72,000	-	72,000
Furniture/ Appliances	Office/Station Furniture and Appliance Replacement	25,000	-	25,000
SCBA Fit Testing Machine		10,000	-	10,000
Replace Vehicle 8549		80,000	-	80,000
Type I Engine	Rescue 85	700,000	-	700,000
Training Facility	Architectural Design/Phase 1	437,500	1,312,500	1,750,000
Nexus Study		-	30,000	30,000
TOTAL		\$ 1,414,100	\$ 1,342,500	\$ 2,756,600

New Type 1 Engine Purchase

Summary:

Engine 8571 is located at Firehouse 85. It serves as the **front-line** type 1 engine out of Firehouse 85 when Truck 85 is not responding. This type 1 engine was purchased in 1996 and is now 21 years old.

Throughout the years, the engine has served El Dorado Hills well. It is now due to be replaced as it is worn out and not front line service capable. Some of the issues with E8571 are:

1. Reached the service life of 20+ years (21 years old)
2. Broken dash - to repair would be very costly because parts are no longer available.
3. Seats need refurbishment
4. Service lights on dash stuck on and they can't determine why after multiple repair visits
5. The apparatus is generally worn and in need of replacement
6. Parts for these older engines are hard to find and take a long time to get when they are found
7. Inadequate compartment space – does not meet current deployment objectives for a Heavy Engine
 - a. Requires us to tandem the air unit for responses
 - b. Meaning
 - i. We are sending two pieces of equipment to calls
8. Current lighting package is worn out and in need of updating (parts unavailable)
9. Small cab space
10. Does not meet power demand for rapid driving around hills
11. Overheating issue during pump testing

The Department has adopted an apparatus replacement schedule as shown in Appendix 1 of this staff report. There is a life expectancy created for each type of engine, truck, patrol and utility vehicle. Careful analysis and input from the Apparatus Committee was used to create this replacement schedule.

The Department desires to purchase a new Pierce Type 1 Velocity PUC Pumper consistent with the specifications shown in Appendix 2. This engine will serve as the **first-out front line apparatus** from Station 85 consistent with the new deployment recommendation of only using Truck 85 for fire related incidents. This will save the

Department money on wear and tear on the ladder truck (by putting less use and miles on the truck).

The new engine will have an estimated 20-year service life. It will take approximately 8-12 months to arrive after the contract is signed. It should be noted that the new engine will be powered with the maximum capability so that it can rapidly respond to emergencies in our hilly terrain.

The Department has chosen Pierce Manufacturing Inc. for several reasons. Pierce has a proven track record throughout California. It is used throughout the region in Sacramento, Placer, Napa, and El Dorado County. This means that it is easier to get service and parts for the engine which shortens down time and cost. Also, local repair shops are familiar with equipment which also shortens down time.

The Pierce PUC pumper has many advantages to fit the needs of the El Dorado Hills Fire Department such as:

1. 26% more compartment space in a PUC compared to a conventionally configured engine, making it more suitable to carry Type I Heavy equipment
2. More cab space for 4 personnel with gear
3. PUC gives us ability to pump and roll without purchasing a separate Aux pump, thus less cost and maintenance
4. Ability to carry a 35' extension ladder that we require
5. Low crosslays
6. Enhanced safety features such as air bags, side roll protection, and back up camera

It should be recognized that this engine is very like the new engines used by Folsom, Roseville, Napa and many other Fire Department's in California. Folsom has four Pierce engines (one in service and three on order).

Purchasing of this apparatus will be accomplished by using the Houston – Galveston Area Council (H-GAC) Purchasing Program. Products offered through H-GAC have been subjected to either the competitive bid or competitive proposal format and are used by fire departments throughout California. The City of Folsom's most recent purchase was through the same program

Purchasing Options

There are two purchasing options available from Pierce for the new engine. Option A requires 100% prepayment at time of contract signing and saves \$33,594. Option B allows payment to be made at the time of delivery (with no discount).

OPTION A: 100% PRE-PAYMENT AT TIME OF CONTRACT SIGNING

#	Description	Each
A	One (1) Pierce Velocity PUC Pumper (<i>HGAC contract number FS12-15, TC07</i>)	656,849.82
B	Factory Inspection Trips (2 trips for 3 EDHFD representatives)	9,000.00
C	Delivery / Dealer Preparation	4,250.00
D	Performance Bond	1,879.76
E	DISCOUNT FOR FULL PAYMENT AT CONTRACT SIGNING	(33,864.85)
F	SUBTOTAL	638,114.73
G	State Sales Tax @ 7.25%	46,263.32
H	TOTAL PURCHASE PRICE	684,378.05

OPTION B: PAYMENT AT TIME OF DELIVERY / ACCEPTANCE

#	Description	Each
A	One (1) Pierce Velocity PUC Pumper (<i>HGAC contract number FS12-15, TC07</i>)	656,849.82
B	Factory Inspection Trips (2 trips for 3 EDHFD representatives)	9,000.00
C	Delivery / Dealer Preparation	4,250.00
D	Performance Bond	1,879.76
E	SUBTOTAL	671,979.58
F	State Sales Tax @ 7.25%	48,718.52
G	TOTAL PURCHASE PRICE	720,698.10

Fiscal Impact:

Option-A \$684,378.05

Option-B \$720,698.10

Recommendation:

Staff recommends that the Board authorize the purchase of a Pierce Type 1 Velocity PUC Pumper 2. Payment Option B “Payment at Time Off Delivery/Acceptance” provides the best protection for the District.

Appendix 1



El Dorado Hills Fire Department

Apparatus Replacement Schedule

FEBRUARY 21, 2017

Apparatus Replacement Schedule 2/21/17

Engine Number	Type	Current Designator	Year Purchased/Age	Front Line /Reserve?	Cost to Replace	Years Until Replacement	FY to Replace
Type 1 & Type 2 - 15 Years Front Line/5 Years Reserve							
8571	1	E85	1996 21	Front Line	700,000	Immediate	16/17
8572	2	E286	2001 16	Reserve	700,000	4	21/22
8570	2	E285	2003 14	Reserve	700,000	6	23/24
8574	2	E86	2007 10	Front Line	700,000	10	27/28
8576	1	E87	2007 7	Front Line	700,000	13	30/31
8577	1	E84	2014 3	Front Line	700,000	17	34/35
Type 3 - 20 Year Replacement Schedule							
8562	3	E387	2005 12	Front Line	450,000	8	25/26
8563	3	E386	2007 10	Front Line	450,000	10	27/28
Type 6 - 10 Years Front Line/5 Years Reserve							
8553	6	P91	2015 2	Front Line	175,000	13	30/31
8554	6	P85	2016 1	Reserve	175,000	14	31/32
Truck – 20 Year Replacement Schedule							
8590	T	T85	2012 5	Front Line	1,250,000	15	32/33
BC Vehicle - 5 Year Front Line (or Max miles 100,000)							
8536		B85	2016 1	Front Line	80,000	4	21/22
Backup B85/STL Vehicle – 15 years							
8541		STL	2006 11	Backup B85	80,000	4	21/22
Chief Officer Vehicles - 10 Year Replacement or 100,000 miles							
8535		8500	2015 2	Front Line	80,000	8	25/26
Keating		8501	N/A	N/A	N/A	N/A	N/A
8534		8502	2015 2	Front Line	80,000	7	24/25
8549		8503	2003 14	Front Line	80,000	Immediate	16/17
8548		Boneyard	2003 14	Reserve	80,000	N/A	N/A
8546		Boneyard	2003 14	Ultra/reserve	80,000	N/A	N/A
Prevention - 15 Year Replacement or 150,000 miles							
8544		8520	2003 14	Front Line	45,000	1	18/19
8532		8521	2016 1	Front Line	45,000	14	31/32
8533		8522	2016 1	Front Line	45,000	14	31/32
Utilities - 20 Year Replacement or 150,000 miles							
8542		BUTT	1999 18	Reserve	60,000	2	19/20

8539		VIRV	2005	12	Reserve	60,000	8	25/26
8531		OPS SPT	2007	13	Front Line	60,000	7	24/25
Water Tenders – 20 Year Replacement Schedule								
N/A	OES	WT41	N/A		N/A	N/A	N/A	N/A
8580		WT91	2010	7	Front Line	300,000	13	30/31
Water Rescue – 20 Year Replacement Schedule								
8552		WR84	2005	12	Front Line	200,000	8	25/26
Air 85 – 25 Year Replacement Schedule								
8551		A85	2002	15	Front Line	325,000	10	27/28

Annual Replacement Schedule by FY

FY	Engine Number	Type/Notes	Cost
16/17	8571	1	675,000
16/17	8503	Chief Officer	80,000
17/18			
18/19	8520	Prevention	45,000
19/20	8542	BUTT	60,000
20/21			
21/22	8572	2	700,000
21/22	8536	B85	80,000
21/22	8541 is deleted – 8536 becomes new backup B85/STL		
22/23			
23/24	8570	1	700,000
24/25	8531	OPS SPT	60,000
25/26	8562	3	450,000
25/26	8535	Chief officer	80,000
25/26	8539	VIRV	60,000
25/26	8552	WR84	200,000
26/27			
27/28	8574	1	700,000
27/28	8563	3	450,000
27/28	8551	A85	325,000
28/29			
29/30			
30/31	8576	1	700,000
30/31	8553	6	175,000
30/31	8580	WT91	300,000
31/32	8554	6	175,000
31/32	8532	Prevention	45,000
31/32	8533	Prevention	45,000
32/33	8590	T85	1,250,000
33/34			
34/35	8577	1	700,000

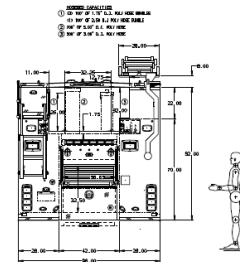
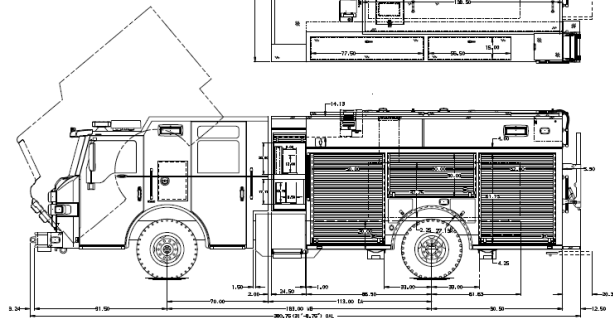
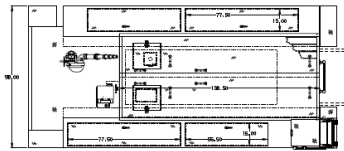
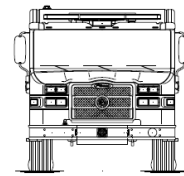
Appendix 2

Similar Engine – Napa



Similar Compartment Space – Folsom





JOB NO.	PRELIM
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NOTE:
DIMENSIONS SHOWN ARE APPROXIMATE
AND ARE SUBJECT TO MINOR DEVIATIONS
AS MAY OCCUR OR BE NECESSARY IN
CONSTRUCTION.
MINOR DETAILS NOT SHOWN.

APPROVED BY: _____				FISCHER MANUFACTURING INC.		SCALE	DATE
DATE: _____						1:24	
		CROSS H	TITLE			WORK BY	20FE017
		SIZE	FOR			NOF	
		PIERCE	EL CORRAO HILLS		BTD 610	CROSS IN	-
			GOLDEN STATE FIRE APPARATUS, INC		MARK PAULSEN		
CO			DATE			SCALE	1/2" = 1'
NO	DATE	BY	OR	VELOCITY			
				04-3415			

Appendix 1



El Dorado Hills Fire Department

Apparatus Replacement Schedule

FEBRUARY 21, 2017

Apparatus Replacement Schedule 2/21/17

Engine Number	Type	Current Designator	Year Purchased/Age	Front Line /Reserve?	Cost to Replace	Years Until Replacement	FY to Replace
Type 1 & Type 2 - 15 Years Front Line/5 Years Reserve							
8571	1	E85	1996 21	Front Line	700,000	Immediate	16/17
8572	2	E286	2001 16	Reserve	700,000	4	21/22
8570	2	E285	2003 14	Reserve	700,000	6	23/24
8574	2	E86	2007 10	Front Line	700,000	10	27/28
8576	1	E87	2007 7	Front Line	700,000	13	30/31
8577	1	E84	2014 3	Front Line	700,000	17	34/35
Type 3 - 20 Year Replacement Schedule							
8562	3	E387	2005 12	Front Line	450,000	8	25/26
8563	3	E386	2007 10	Front Line	450,000	10	27/28
Type 6 - 10 Years Front Line/5 Years Reserve							
8553	6	P91	2015 2	Front Line	175,000	13	30/31
8554	6	P85	2016 1	Reserve	175,000	14	31/32
Truck - 20 Year Replacement Schedule							
8590	T	T85	2012 5	Front Line	1,250,000	15	32/33
BC Vehicle - 5 Year Front Line (or Max miles 100,000)							
8536		B85	2016 1	Front Line	80,000	4	21/22
Backup B85/STL Vehicle - 15 years							
8541		STL	2006 11	Backup B85	80,000	4	21/22
Chief Officer Vehicles - 10 Year Replacement or 100,000 miles							
8535		8500	2015 2	Front Line	80,000	8	25/26
Keating		8501	N/A	N/A	N/A	N/A	N/A
8534		8502	2015 2	Front Line	80,000	7	24/25
8549		8503	2003 14	Front Line	80,000	Immediate	16/17
8548		Boneyard	2003 14	Reserve	80,000	N/A	N/A
8546		Boneyard	2003 14	Ultra/reserve	80,000	N/A	N/A
Prevention - 15 Year Replacement or 150,000 miles							
8544		8520	2003 14	Front Line	45,000	1	18/19
8532		8521	2016 1	Front Line	45,000	14	31/32
8533		8522	2016 1	Front Line	45,000	14	31/32
Utilities - 20 Year Replacement or 150,000 miles							
8542		BUTT	1999 18	Reserve	60,000	2	19/20

8539		VIRV	2005	12	Reserve	60,000	8	25/26
8531		OPS SPT	2007	13	Front Line	60,000	7	24/25
Water Tenders – 20 Year Replacement Schedule								
N/A	OES	WT41	N/A		N/A	N/A	N/A	N/A
8580		WT91	2010	7	Front Line	300,000	13	30/31
Water Rescue – 20 Year Replacement Schedule								
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Air 85 – 25 Year Replacement Schedule								
8551		A85	2002	15	Front Line	325,000	10	27/28

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21/22	8572	2	700,000
21/22	8536	B85	80,000
21/22		8541 is deleted – 8536 becomes new backup B85/STL	
22/23			
23/24	8570	1	700,000
24/25	8531	OPS SPT	60,000
25/26	8562	3	450,000
25/26	8535	Chief officer	80,000
25/26	8539	VIRV	60,000
25/26	8552	WR84	200,000
26/27			
27/28	8574	1	700,000
27/28	8563	3	450,000
27/28	8551	A85	325,000
28/29			
29/30			
30/31	8576	1	700,000
30/31	8553	6	175,000
30/31	8580	WT91	300,000
31/32	8554	6	175,000
31/32	8532	Prevention	45,000
31/32	8533	Prevention	45,000
32/33	8590	T85	1,250,000
33/34			
34/35	8577	1	700,000

Appendix 2

Similar Engine – Napa



Similar Compartment Space – Folsom



Pierce Manufacturing Inc.

AN OSHKOSH CORPORATION COMPANY • ISO 9001:2000 CERTIFIED

2600 AMERICAN DRIVE
POST OFFICE BOX 2017
APPLETON, WISCONSIN 54912-2017
920-832-3000 • FAX 920-832-3208
www.piercemfg.com



PROPOSAL FOR PIERCE® FIRE APPARATUS

El Dorado Hills Fire Department
1050 Wilson Blvd.
El Dorado Hills, CA 95672

DATE	March 7, 2017
QUOTE NO.	70307-17
EXPIRES	May 31, 2017
SALES REP.	Mark Paulsen

The undersigned is prepared to manufacture for you, upon an order being placed by you, for final acceptance by Pierce Manufacturing, Inc., at its home office in Appleton, Wisconsin, the apparatus and equipment herein named and for the following prices:

OPTION A: 100% PRE-PAYMENT AT TIME OF CONTRACT SIGNING

#	Description	Each
A	One (1) Pierce Velocity PUC Pumper (<i>HGAC contract number FS12-15, TC07</i>)	656,849.82
B	Factory Inspection Trips (2 trips for 3 EDHFD representatives)	9,000.00
C	Delivery / Dealer Preparation	4,250.00
D	Performance Bond	1,879.76
E	DISCOUNT FOR FULL PAYMENT AT CONTRACT SIGNING	(33,864.85)
F	SUBTOTAL	638,114.73
G	State Sales Tax @ 7.25%	46,263.32
H	TOTAL PURCHASE PRICE	684,378.05

OPTION A: 100% PRE-PAYMENT AT TIME OF CONTRACT SIGNING TERMS AND CONDITIONS:

1. El Dorado Hills Fire Department shall pay the purchase price of **\$684,378.05** for the Product within fifteen (15) calendar days of contract signing directly to Pierce Manufacturing Inc.
2. The proposed delivery timeframe for the Product will not begin until Pierce Manufacturing Inc. approves the contract and receives full payment of the purchase price of **\$684,378.05**.
3. If payment of **\$684,378.05** is late and if El Dorado Hills Fire Department elects not to have the delivery extended, **\$200.00** per calendar day will be added to the final invoice.

OPTION B: PAYMENT AT TIME OF DELIVERY / ACCEPTANCE

#	Description	Each
A	One (1) Pierce Velocity PUC Pumper (<i>HGAC contract number FS12-15, TC07</i>)	656,849.82
B	Factory Inspection Trips (2 trips for 3 EDHFD representatives)	9,000.00
C	Delivery / Dealer Preparation	4,250.00
D	Performance Bond	1,879.76
E	SUBTOTAL	671,979.58
F	State Sales Tax @ 7.25%	48,718.52
G	TOTAL PURCHASE PRICE	720,698.10

OPTION B - PAYMENT AT TIME OF DELIVERY / ACCEPTANCE TERMS AND CONDITIONS:

1. El Dorado Hills Fire Department shall pay the purchase price of **\$720,698.10** for the Product within thirty (30) calendar days after the Product departs the manufacturing facility.
2. If payment of **\$720,698.10** is late, **\$200.00** per calendar day will be added to the final invoice.

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or intentional conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about 365 TO 395 calendar days after receipt of this order and the acceptance thereof at our office at Appleton, Wisconsin, and to be delivered to you at EL DORADO HILLS, CALIFORNIA.

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications. Any increased costs incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customers as an addition to the price set forth above.

Any Purchase Order (PO) issued as a result of this proposal should be made out to Pierce Manufacturing Inc.

Unless accepted by May 31, 2017, the right is reserved to withdraw this proposition.

Respectfully Submitted,

Mark Paulsen
Authorized Sales Representative



G. Total Purchase Price (D+E+F):	684378.05
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Pulse			Published	Unpublished
Number	Qty	Description	Options	Options
107	1	Change to Air Ride Suspension, Single	\$3,761.00	
113	1	Aluminum Wheels, front	\$1,951.00	
114	1	Aluminum Wheels, Rear Single Axle	\$3,076.00	
119	1	Wheel Chocks and Mounts	\$912.00	
120	1	Disc Brakes, Rear, Single	\$1,178.00	
123	1	Air inlet-outlet	\$647.00	
128	1	Cummins ISL9 450hp to Detroit DD13 450 hp	\$13,707.00	
130	1	Detroit DD13 450 to 525	\$9,410.00	
139	1	Add Extended Bumper	\$2,498.00	
146	1	Raised roof, custom cab	\$1,982.00	
155	2	EMS Compartment w outside access (each)	\$5,880.00	
156	3	Upgrade SCBA Bracket to Hands Free	\$2,172.00	
174	1	Upgrade from Dash CF to Velocity	\$8,423.00	
178	1	Radio with Weatherband	\$1,191.00	
182	2	install Customer radio	\$1,788.00	
189	1	Intercom System (up to 6 position, 2 with radio, 6 headsets non-wireless)	\$5,727.00	
196	1	Kussmaul Pump plus	\$2,556.00	
200	1	Auto-eject 20 amp	\$511.00	
204	1	430 amp Delco alternator	\$3,693.00	
206	1	LED cab-pump-body	\$1,947.00	
207	1	LED Headlights	\$1,850.00	
209	1	12 volt LED Flood Brow light	\$1,988.00	
210	6	12 volt LED Flood Recessed or surface (per light)	\$10,938.00	
212	1	Tail lighting LED Upgrade	\$1,500.00	
218	1	Hose Bed Cover, Aluminum	\$5,525.00	
242	4	hard suction hose (each)	\$2,212.00	
243	18	Mate Flex in Enclosed Compartments Per Shelf	\$2,196.00	
244	12	Adjustable Compartment shelves	\$2,304.00	
245	1	Slide-out tool board	\$1,082.00	
246	1	Swing-out tool board	\$1,650.00	
247	4	Slide-out floor tray	\$2,932.00	
249	4	Tilt-out adjustable tray	\$3,560.00	
250	1	SCBA Cylinder storage in fender panel single (each)	\$632.00	
252	2	SCBA Cylinder storage in fender panel triple (each)	\$1,768.00	
262	1	add 2.5" suction	\$1,292.00	

267	1	1.5" discharge front bumper	\$2,130.00	
284	1	Crosslay roll-up doors	\$2,323.00	
296	1	Pierce Husky 3, Single Agent (5) discharges	\$12,247.00	
300	1	Foam Cell 20 Gallons	\$1,479.00	
306	1	Airhorn at activation pump panel	\$161.00	
344	1	Q2B Siren	\$3,694.00	
348	1	Traffic Directing light bar	\$1,936.00	
0003245	1	Axle Hub Covers w/center hole, S/S, Front Axle		89.34
0001960	1	Axle Hub Covers, Rear, S/S, High Hat (Pair)		188.18
0522824	1	Mode, Downshift, Aggressive downshift to 3rd, w/engine brake, 6 speed		118.77
0565656	1	Fluid, 4000 Series Transmission, TranSynd synthetic, IPOS, Custom		384.75
0072306	1	Tow Eyes, Chrome, Extended Out Front of Bumper		538.64
0002224	1	Scuffplates, S/S At Cab Door Jambs, 4-Door Cab		596.07
0618971	1	Steps, 4-Door Full Tilt Cab, Std, Hansen Knurled LED Backlit Handrails, Imp/Vel		353.68
0586968	1	Handrail, Interior, Crew Cab Doors, Angled		391.17
0199285	1	Visor, Exterior, Vel/Imp		961.73
0798684	1	Work Surface, 3/16" Alum, Full Engine Tunnel, Vel/Imp FR		324.66
0002501	1	Map box, 4 bin/30 Deg Slant, Custom Chassis		485.21
0548004	3	Wiring, Spare, 15 A 12V DC 1st		369.24
0548009	1	Wiring, Spare, 20 A 12V DC 1st		110.76
0585913	1	Wiring, Spare, 20 A 12V DC, 6 Circuit Fuse Block, Blue Sea 5025 2nd		236.16
0585914	1	Wiring, Spare, 20 A 12V DC, 6 Circuit Fuse Block, Blue Sea 5025 1st		236.16
0602586	1	Wiring, Spare, 2.5 A 12V DC, USB Termination Blue Sea 1016 2nd		185.96
0610968	1	Wiring, Spare, 2.5 A 12V DC, USB Termination Blue Sea 1016 1st		185.96
0653526	1	Camera, Pierce, Driver Mux, Rear Camera Only		525.38
0609538	1	Lights, Hose Bed, Below Aluminum Cover, Dual LED Light Strips		487.00
0563034	1	Special Cradle, Modified For Through Body Receivers		791.83
0063815	1	Lower Side Sheet Height For Hydraulic Ladder Rack		665.18
0653518	1	Side Sheet, Passenger Side, Moved Inboard 14", PUC		576.61
0611794	8	Trim, Rollup Door, Painted Door Color, Amdor		1006.80
0795005	1	177" Hatch/Long Tool Compt, Inboard, (1) Flat D-Ring Top Lift-up, 14" Wide, PS, PUC		3248.13
0026449	1	Divider, Vertical		230.99
0524973	2	Partition, Trans Rear Compt, PUC		391.62
0062439	1	Hitch, Receiver, Sides, Through Body, Pumper		827.25
0696957	1	Hitch, Receiver, Sides, Under Body, Pumper		341.37
0789249	1	Tie Down Posts, (2) 500 lb Rated, Hatch Front Outboard Corner, Pumper, Non-NFPA2016		3016.03
0024499	1	Arm, Rear, Offset, HLR 2000, Recess Light		673.23

0591413	1	Side Sheet, Simulated, Attached to Hyd Ladder Rack, Wrapped, Inline w/Body Edge		1259.20
0049512	1	Cover, S/S, Over Ladder Rack Air Locks, Pair		592.29
0592685	1	Pike Pole, 8' Fire Hooks Unlimited, New York Roof Hook Fiberglass RH-8 w/Pry End		129.20
0638485	1	Pike Pole, 12' Nupla, Fiberglass, Featherlight, YPD-12		129.77
0638595	2	Trash Hook, 6' Fire Hooks Unlimited, Fiberglass, TRH-6, w/D Handle		272.27
0594888	1	Pike Pole, 8' Nupla, Featherlight		111.81
0658266	1	Thermal Relief Valve, w/Amber Warning Light and Alarm, PUC Pump		693.68
0647702	1	Additional Valve, Front Outlet, 2.00"		323.34
0699320	1	Adapter, 4.00" FNST x 5.00" Storz, w/Cap, PUC		328.82
0035090	5	Reducer - 2.50"F Special X 1.50"M NST, w/Cap		597.51
0584363	2	Guard, Drip Pan, S/S, Roll-up Door		236.13
0792742	1	Mounting, (1) Backboard, (1) Stokes, Dual Access, Upper, PUC		963.94
0076629	1	Receptacle, 15A 120V 3-Pr 3-Wr SB Dup, Shoreline Int		247.63
0559685	1	Paint, Two Tone, Cab, Custom Cab		771.73
0544129	1	Reflective Band, 1"-6"-1"		365.14
0087342	1	Jog, "Z"-Shaped, In Reflective Stripe		286.52
0685679	1	Lettering, Printed Effect Gold Leaf, 4.00", (61-80)		1090.13
0685526	1	Lettering, Printed Effect Gold Leaf, 11.00", (41-60)		3293.80
0000520	2	Emblem, Eagle/Flag #1, Color Imaged, Pair		485.58
0695610	2	Emblem, Reflective, Per Dept. Submittal, Each		374.48

Base Bid	\$	502,196.00	
Published Options	\$	121,563.00	
Total Published Options	\$	623,759.00	
Unpublished Options	\$	31,090.82	4.98%
Total Options w/o HGAC Fee	\$	654,849.82	



PERFORM. LIKE NO OTHER.

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered by and between Pierce Manufacturing Inc., a Wisconsin corporation ("Pierce"), and EL DORADO HILLS FIRE DEPARTMENT ("Customer") is effective as of the date specified in Section 3 hereof.

1. Definitions.

- a. **"Product"** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Pierce pursuant to the Specifications.
- b. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Pierce Proposal for the Product prepared in response to the Customer's request for proposal.
- c. **"Pierce Proposal"** means the proposal provided by Pierce attached as Exhibit C prepared in response to the Customer's request for proposal.
- d. **"Delivery"** means the date Pierce is prepared to make physical possession of the Product available to the Customer.
- e. **"Acceptance"** The Customer shall have THIRTY (30) calendar days of Delivery to inspect the Product for substantial conformance with the material Specifications; unless Pierce receives a Notice of Defect within THIRTY (30) calendar days of Delivery, the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

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

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by Pierce's authorized representative pursuant to Section 22 hereof ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$684,378.05 ("Purchase Price"). Prices are in U.S. funds.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Pierce will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that Pierce incorporate a change to the Products or the Specifications for the Products by delivering a change order to Pierce; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Pierce to evaluate the feasibility of such change ("Change Order"). Within [seven (7) business days] of receipt of a Change Order, Pierce will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Pierce shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Pierce's authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, Pierce may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Pierce; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Pierce endeavors to mitigate any such costs through the sale of such Product to another purchaser; however Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Pierce upon sale of the Product to another purchaser, plus any costs incurred by Pierce to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within 365 TO 395 CALENDAR DAYS of the Effective Date of this Agreement, F.O.B. EL DORADO HILLS, CALIFORNIA. Risk of loss shall pass to Customer upon Delivery. (b) Inspection and Acceptance. Upon Delivery, Customer shall have THIRTY (30) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial

non-conformance to the material Specifications to furnish Pierce with written notice sufficient to permit Pierce to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by Pierce within thirty (30) days from the Notice of Defect. In the event Pierce does not receive a Notice of Defect within THIRTY (30) days of Delivery, Product will be deemed to be in conformance with Specifications and Accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Pierce Manufacturing, Inc.
Director of Order Management
2600 American Drive
Appleton WI 54912
Fax (920) 832-3080

Customer
EL DORADO HILLS FIRE DEPARTMENT
1050 WILSON BLVD.
EL DORADO HILLS, CA 95672

10. Standard Warranty. Any applicable Pierce warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Pierce's authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PIERCE, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE 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.

b. Exclusions of Incidental and Consequential Damages. In no event shall Pierce be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Pierce's own negligence, or otherwise.

11. Insurance. Pierce maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate: \$1,000,000
Each Occurrence: \$1,000,000

Umbrella/Excess Liability Insurance:

Aggregate: \$25,000,000
Each Occurrence: \$25,000,000

The Customer may request: (x) Pierce to provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above; (y) to be included as an additional insured for Commercial General Liability (subject to the terms and conditions of the applicable Pierce insurance policy); and (z) all policies to provide a 30 day notice of cancellation to the named insured

12. Indemnity. The Customer shall indemnify, defend and hold harmless Pierce, its officers, employees, dealers, agents or subcontractors, from any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with the Customer's purchase, installation or use of goods sold or supplied by Pierce which are not caused by the sole negligence of Pierce.

13. Force Majeure. Pierce shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Pierce's control which make Pierce's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, 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.

14. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Pierce fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Pierce.

15. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Pierce until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Pierce until the Purchase Price for that Product has been paid in full. In case of any default in payment, Pierce may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

16. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venturer of or with the other.

17. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

18. Governing Law; Jurisdiction. Without regard to any conflict of law's provisions, this Agreement is to be governed by and under the laws of the state of CALIFORNIA.

19. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

20. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Pierce's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Pierce's authorized representative.

21. Conflict. In the event of a conflict between the Customer Specifications and the Pierce Proposal, the Pierce Proposal shall control. In the event there is a conflict between the Pierce Proposal and this Agreement, the Pierce Proposal shall control.

22. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by Pierce Manufacturing, Inc.'s authorized representative.

Accepted and agreed to:

PIERCE MANUFACTURING, INC.

CUSTOMER: EL DORADO HILLS FIRE DEPARTMENT

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

PURCHASE DETAIL FORM

Pierce Manufacturing, Inc.
Director of Order Management
2600 American Drive
Appleton WI 54912
Fax (920) 832-3080

Date: MARCH 7, 2017

Customer Name: EL DORADO HILLS FIRE DEPARTMENT

Quantity	Chassis Type	Body Type	Price per Unit
1	VELOCITY	PUC PUMPER	\$684,378.05

Warranty Period: REFER TO BID PACKAGE SUBMITTED ON 3/7/17, QUOTE NUMBER 70307-17.

Training Requirements: ONE (1) FULL DAY AT A TIME MUTUALLY AGREEABLE TO BOTH PARTIES

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any Pierce available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: PAYMENT EQUAL TO THE FULL AMOUNT OF \$684,378.05 IS DUE PIERCE MANUFACTURING INC. UPON PRESENTATION OF INVOICE AND NO LATER THAN FIFTEEN (15) CALENDAR DAYS FROM CONTRACT SIGNING. IF PAYMENT IS NOT MADE WITHIN THIS TIMEFRAME, A DAILY INTEREST CHARGE OF \$200.00 (PER CALENDAR DAY) WILL BE ADDED TO THE FINAL INVOICE AND DUE PIERCE MANUFACTURING INC. UNTIL SUCH PAYMENT IS RECEIVED. IF FULL PAYMENT AT TIME OF CONTRACT SIGNING IS NOT MADE, \$33,864.85 PLUS TAX WILL BE ADDED TO THE FINAL INVOICE AND DUE AT TIME OF DELIVERY / ACCEPTANCE.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Pierce.] All taxes, excises and levies that Pierce may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Pierce to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Pierce will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Pierce substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Pierce shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Pierce or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Pierce, Pierce shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Wisconsin.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF MARCH, _____, 2017 BETWEEN PIERCE MANUFACTURING INC. AND EL DORADO HILLS FIRE DEPARTMENT WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY PIERCE MANUFACTURING INC. HEREIN.

EXHIBIT B

WARRANTY

REFER TO BID PACKAGE SUBMITTED ON 3/7/17, QUOTE NUMBER 70307-17.

EXHIBIT C

PIERCE PROPOSAL

REFER TO BID PACKAGE SUBMITTED ON 3/7/17, QUOTE NUMBER 70307-17.



Proposal Option List

3/6/2017

Customer: El Dorado Hills FD
Representative Paulsen, Mark
Organization: Golden State Fire Apparatus, Inc
Requirements Manager:
Description: El Dorado Hills PUC
Body: Pumper, PUC, Aluminum
Chassis: Velocity Chassis, PUC (Big Block), 2010

Bid Number: 616
Job Number:
Number of Units: 1
Bid Date: 02-01-2017
Stock Number:
Price Level: 36 (Current: 36)

Line	Option	Type	Option Description	Qty
1	0659545		PUC Pumper Boiler Plates Fire Department/Customer - El Dorado Hills Fire Operating/In conjunction W-Service Center - Operating Miles - 50 Miles Number of Fire Dept/Municipalities - 2 Bidder/Sales Organization - Golden State Fire Apparatus Delivery - Delivery representative Dealership/Sales Organization, Service - Golden State Fire EVS	1
2	0661794		Single Source Compliance	1
3	0584456		Manufacture Location: Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0610784		Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	1
7	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
8	0588611		Vehicle Certification, Pumper	1
9	0661778		Agency, Apparatus Certification, Pumper/Tanker, U.L.	1
10	0620362		Consortium, HGAC	1
11	0537375		Unit of Measure, US Gallons	1
12	0030006		Bid Bond Not Requested	1
13	0582800		Performance Bond, 100 Percent w/25 Percent Warranty Bond, 1 Yr, and Payment Bond	1
14	0000007		Approval Drawing	1
15	0708946		Drawing, Pump Operators Panel, Control Zone	1
16	0002928		Electrical Diagrams	1
17	0564230		Velocity Chassis, PUC (Big Block), 2010	1
18	0523786		Angle of Approach Fill in Blank - 13 degrees loaded Condition of Truck - Loaded	1
19	0523787		Angle of Departure Fill in Blank - 13 degrees loaded Condition of Truck - Loaded	1
20	0000110		Wheelbase Wheelbase - 183.0"	1
21	0000070		GVW Rating GVW rating - 49,500 pounds	1
22	0000203		Frame Rails, 13.38 x 3.50 x .375, Qtm/AXT/Imp/Vel/DCF	1
23	0020018		Frame Liner Not Req'd	1
24	0508849		Axle, Front, Oshkosh TAK-4, Non Drive, 22,800 lb, Imp/Vel	1
25	0010427		Suspension, Front TAK-4, 22,800 lb, Qtm/AXT/Imp/Vel/DCF/Enf	1
26	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1
27	0000322		Oil Seals, Front Axle	1
28	0078244		Tires, Front, Michelin, XZY3 (wb), 425/65R22.50, 20 ply	1
29	0019611		Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot	1
30	0530466		Axle, Rear, Meritor RS26-185, 27,000 lb, Imp/Vel/Dash CF	1
31	0544253		Top Speed of Vehicle, 68 MPH	1
32	0555351		Suspen, Rear, Hendrickson FMX 272 EX, Air Ride, 27,000 lb	1
33	0000485		Oil Seals, Rear Axle	1
34	0000482		Driver Controlled Differential Lock, Single Axle	1
35	0596433		Switch, Rocker, Differential Lock, IPOS, MUX	1
36	0539392		Plug, Rear Axle Drain, Magnetic	1
37	0627529		Tires, Rear, Goodyear, G751 MSA, 315/80R22.50, LRL, Single	1

Line	Option	Type	Option Description	Qty
38	0019675		Wheels, Rear, Alcoa, 22.50" x 9.00", Aluminum-Steel, Hub Pilot, Single	1
39	0568081		Tire Balancing, Counteract Beads	1
40	0545391		Tire Pressure Monitoring Valve Cap, VECSAFE	1
			Qty, Tire Pressure Ind - 6	
41	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
42	0001960		Axle Hub Covers, Rear, S/S, High Hat (Pair)	1
43	0057936		Covers, Lug Nut, Chrome	1
44	0544802		Chocks, Wheel, SAC-44-E, Folding	1
			Qty, Pair - 01	
45	0544806		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal	1
			Qty, Pair - 01	
			Location, Wheel Chocks - Left Side Rear Tire, Forward and Rearward	
46	0010670		ABS Wabco Brake System, Single rear axle	1
47	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
48	0509206		Brakes, Meritor, EX225, Disc Plus, Rear, Single Axle	1
49	0058463		Air Compressor, Brake, Bendix 15.8 CFM	1
50	0000785		Brake Reservoirs, Three	1
51	0568012		Air Dryer, Wabco System Saver 1200, Heater, 2010	1
52	0000790		Brake Lines, Nylon	1
53	0000858		Inlet/Outlet, Air, w/Disconnect Fitting	1
			Location, Air Coupling(s) - h) DS Pump Panel	
			Qty, Air Coupling (s) - 1	
54	0610845		Engine, DDC DD13, 525 hp, 1850 lb-ft, W/OBD, EPA 2016, REPTO, Velocity	1
55	0001244		High Idle w/Electronic Engine, Custom	1
56	0590300		Engine Brake, Jacobs Compression Brake, DD13	1
			Switch, Engine Brake - f) DD13	
57	0552334		Clutch, Fan, Air Actuated, Horton Drive Master	1
58	0123135		Air Intake, w/Ember separator, Imp/Vel	1
59	0565965		Exhaust System, 5", 2010 DD13, ISX engine, Horizontal, Right Side	1
60	0683310		Diffuser, Exhaust, Modified For Extraction, 5"x7"x5", Flush With Rub Rail	1
61	0787999		Radiator, Impel/Velocity	1
62	0616439		Cooling Hoses, Gates Silicone	1
63	0021126		Fuel Tank, 50 Gallon, Left Side Fill	1
64	0001129		Lines, Fuel	1
65	0662965		DEF Tank, 4.5 Gallon, DS Fill, Rear of Axle, Common Air Bottle Door	1
66	0552793		Not Required, Fuel Priming Pump	1
67	0552712		Not Required, Shutoff Valve, Fuel Line	1
68	0553019		Cooler, Engine Fuel, Imp/Vel, AXT/Qtm/Sab/DCF/SFR/Enf	1
69	0690880		No Selection Required From This Category	1
70	0642533		Trans, Allison 5th Gen, 4500 EVS P, w/Prognostics, Imp/Vel/DCF/Enf	1
71	0512762		Transmission, Shifter, 6-Spd, Push Button, 4500, Imp/Vel/Qtm/DCF/Enf	1
			Trans, ratio - 4500 EVS, 6Spd	
72	0517604		Transmission Programming, Park to Neutral, PUC	1
73	0684459		Transmission Oil Cooler, Modine, External	1
74	0550313		Label @ Transmission Fill Point, "Synthetic Fluid Only"	1
75	0522824		Mode, Downshift, Aggressive downshift to 3rd, w/engine brake, 6 speed	1
76	0565656		Fluid, 4000 Series Transmission, TranSynd synthetic, IPOS, Custom	1
77	0001375		Driveline, Spicer 1810	1
78	0669988		Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler	1
79	0001544		Not Required, Steering Assist Cylinder on Front Axle	1
80	0509230		Steering Wheel, 4 Spoke without Controls	1
81	0690274		Logo/Emblem, on Dash	1
			Text, Row (1) One - El Dorado	
			Text, Row (2) Two - Hills	
			Text, Row (3) Three - Fire	
82	0123623		Bumper, 13" Extended, Imp/Vel	1
83	0616511		Tray, Hose, Center, 13" Bumper, Outside Air Horns, Imp/Vel	1
			Grating, Bumper extension - Grating, Aluminum	
			Capacity, Bumper Tray - 04) 50' of 1.50"	
84	0630809		Cover, Aluminum Treadplate, One (1) D-Ring Latch, Hose Tray, Notched	1
			Stay arm, Tray Cover - d) No Stay Arm	

Line	Option	Type	Option Description	Qty
85	0510226		Lift & Tow Package, Imp/Vel, AXT, Dash CF	1
86	0072306		Tow Eyes, Chrome, Extended Out Front of Bumper	1
87	0668310		Cab, Velocity FR, 7010 Raised Roof, PUC	1
88	0668309		Engine Tunnel, ISL and DD13, Impel/Velocity FR	1
89	0677478		Rear Wall, Exterior, Cab, Aluminum Treadplate	1
90	0122466		Cab Lift, Elec/Hyd, w/Manual Override, Imp/Vel	1
91	0550343		Special Circuit, Cab Tilt w/o Ignition Switch	1
92	0123176		Grille, Bright Finished, Front of Cab, Impel/Velocity	1
93	0002224		Scuffplates, S/S At Cab Door Jambs, 4-Door Cab	1
			Material Trim/Scuffplate - c) S/S, Polished	
94	0646179		Trim, S/S, Rect Headlights, VEL/IMP	1
			Material Trim/Scuffplate - c) S/S, Polished	
			Turnsignal Covers - Polished S/S Covers	
95	0087357		Molding, Chrome on Side of Cab	1
96	0521669		Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex	1
97	0667937		Door, Full Height, Velocity FR 4-Door Cab, Raised Roof	1
			Key Model, Cab Doors - 751	
98	0655511		Door Panel, Brushed Stainless Steel, Impel/Velocity 4-Door Cab	1
99	0667905		Storage Pockets w/ Elastic Cover, Recessed, Impel/Velocity FR	1
100	0667902		Controls, Electric Windows, All Cab Doors, Impel/Velocity FR	1
101	0618971		Steps, 4-Door Full Tilt Cab, Std, Hansen Knurled LED Backlit Handrails, Imp/Vel	1
			Color, Handrail Light - White	
			Control, Handrail Light - Parking Brake	
102	0509649		Lights, Cab and Crew Cab Access Steps, P25, LED w/Bezel, 1Lt Per Step	1
103	0002140		Fenders, S/S on Cab	1
104	0586968		Handrail, Interior, Crew Cab Doors, Angled	1
105	0592071		No Windows, Side of Crew Cab, Vel/Imp	1
106	0568605		Not Required, Interior Trim, No Cab Side Windows	1
107	0012090		Not Required, Windows, Front/Side of raised roof	1
108	0509286		Not Required, Windows Rear of Crew Cab, Imp/Vel	1
109	0558334		Not Required, Trim, Cab Rear Windows, No Rear Windows	1
110	0199285		Visor, Exterior, Vel/Imp	1
111	0798684		Work Surface, 3/16" Alum, Full Engine Tunnel, Vel/Imp FR	1
			Material Finish, Cab Interior - Painted	
112	0667917		Cab Interior, Imperial 1200, Velocity FR	1
			Color, Cab Interior Vinyl/Fabric - h) Gray/Black	
113	0667943		Cab Interior, Paint Color, Impel/Velocity FR	1
			Color, Cab Interior Paint - i) fire smoke gray	
114	0509532		Floor, Rubber Padded Cab & Crew Cab, Imp/Vel, Dash CF	1
115	0667936		Heater/defroster, Dual Zone Control, Impel/Velocity FR	1
116	0603346		Air Conditioning, Dual Zone Control, Hinge Acc Panel, Impel/Velocity FR	1
			Paint Color, A/C Condenser - Painted by OEM	
117	0639675		Sun Visor, Smoked Lexan, AXT, Dash CF, Imp/Vel, Saber FR/Enforcer	1
			Sun Visor Retention - Polished S/S Bracket	
118	0543257		Grab Handles, Driver Door Post & Passenger Dash Panel, Imp/Vel	1
119	0583938		Lights, Engine Comp, Custom, Automatic Sw, Whelen 3SC0CDCR, 3" LED, Trim	1
			Qty, - 01	
120	0122516		Fluid Check Access, Imp/Vel	1
121	0002501		Map box, 4 bin/30 Deg Slant, Custom Chassis	1
			Location - to be mounted at pickup	
122	0583042		Side Roll and Frontal Impact Protection	1
123	0622617		Seating Capacity, 6 Seats	1
124	0697005		Seat, Driver, Pierce PS6, Premium, Air Ride, High Back, Safety	1
125	0696994		Seat, Officer, Pierce PS6, Premium, Air Ride, SCBA, Safety	1
126	0002517		Not Required, Radio Compartment	1
127	0786296	SP	Cabinet, EMS, Rr Fcng, DS, 26.75 W x 28 H x 24 D, Web, Rev Hng, Ext Acc, Imp/Vel	1
			Type of fastener - 1" cam buckle	
			Light, Short EMS Comp - Amdor, Both Sides	
			Restraint Location - Top (towards roof of truck)	
128	0102783		Not Required, Seat, Rr Facing C/C, Center	1

Line	Option	Type	Option Description	Qty
129	0785947	SP	Cabinet, EMS, Rr Fcng, PS, 24.50 W x 28 H x 24 D, Web, Rev Hng, Ext Acc, Imp/Vel Type of fastener - 1" cam buckle Light, Short EMS Compt - Amdor, Both Sides Restraint Location - Top (towards roof of truck)	1
130	0629903		Seat, Forward Facing C/C, DS Outboard, Pierce PS6, Base, 9 Deg Hi-Back, Safety	1
131	0698537		Seat, Forward Facing C/C, Center, (2) Pierce PS6, Base, SCBA, Foldup, Safety	1
132	0629904		Seat, Forward Facing C/C, PS Outboard, Pierce PS6, Hi-Back, 9 Deg, Safety	1
133	0077255		Lip, 1" Around Top of EMS Cabinet Location - DS PS EMS Compt Qty, - 02	2
134	0042264		Shelf, Adjustable, EMS Compt, 1.25" Lip Qty, Shelf - 02 Location, Shelf, EMS - (1) DS Rr Fcng Cabinet and (1) PS Rr Fcng Cabinet	2
135	0511300		Upholstery, Seats In Cab, All Imperial 1200, Pierce PS6 Color, Cab Interior Vinyl/Fabric - h) Gray/Black	1
136	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats Qty, - 03	3
137	0603867		Seat Belt, ReadyReach Seat Belt Color - Red	1
138	0604863		Seat Belt Height Adjustment, 6 Seats, Imp/Vel, Dash CF	1
139	0602464		Helmet Storage, Provided by Fire Department, NFPA 2016	1
140	0647647		Lights, Dome, FRP Dual LED 4 Lts Color, Dome Lt - Red & White Color, Dome Lt Bzl - Black Control, Dome Lt White - Door Switches and Lens Switch Control, Dome Lt Color - Lens Switch	1
141	0631776		Not Required, Overhead Map Lights	1
142	0602637		Portable Hand Light, Provided by Fire Dept, Pumper NFPA 2016 Classification	1
143	0568369		Cab Instruments, Ivory Gauges, Chrome Bezels, Impel/Velocity 2010, Dash CF	1
144	0509511		Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	1
145	0543751		Light, Do Not Move Apparatus Alarm, Do Not Move Truck - Pulsing Alarm	1
146	0509042		Messages, Open Door/Do Not Move Truck, MUX w/Color Display	1
147	0611681		Switching, Cab, Membrane, Impel/Velocity/Quantum, Dash CF, AXT WiFi MUX Location, Emerg Sw Pnls - Driver's Side Overhead	1
148	0555915		Wiper Control, 2-Speed with Intermittent, MUX, Impel/Velocity	1
149	0548004		Wiring, Spare, 15 A 12V DC 1st Qty, - 03 12vdc power from - Battery direct Wire termination - 15 amp power point plug Location, Spare Wiring - Officer Dash	3
150	0548009		Wiring, Spare, 20 A 12V DC 1st Qty, - 01 12vdc power from - Battery direct Wire termination - 10-Place Bus Bar w/Cover Location, Spare Wiring - TBD	1
151	0585913		Wiring, Spare, 20 A 12V DC, 6 Circuit Fuse Block, Blue Sea 5025 2nd Qty, - 01 12vdc power from - Battery direct Location - TBD	1
152	0585914		Wiring, Spare, 20 A 12V DC, 6 Circuit Fuse Block, Blue Sea 5025 1st Qty, - 01 12vdc power from - Battery direct Location - TBD	1
153	0602586		Wiring, Spare, 2.5 A 12V DC, USB Termination Blue Sea 1016 2nd Qty, - 01 12vdc power from - Battery direct Location - TBD	1
154	0610968		Wiring, Spare, 2.5 A 12V DC, USB Termination Blue Sea 1016 1st Qty, - 01 12vdc power from - Battery direct Location - TBD	1

Line	Option	Type	Option Description	Qty
155	0594194		Radio, AM/FM/CD/WB/Aux in, Panasonic Speakers, AM/FM Radio - Two (2) pairs of speakers, Cab/Crew Antenna, AM/FM Radio - c) Roof-mounted rubber antenna Location, AM/FM Radio - a) within reach of the driver	1
156	0615386		Vehicle Information Center, 7" Color Display, Touchscreen, MUX System Of Measurement - US Customary	1
157	0606249		Vehicle Data Recorder w/CZ and Overhead Display Seat Belt Monitor	1
158	0662029		Intercom, Firecom 5200D Dual Radio, 4-Pos, D,O,2C Location - * Location, Intercom, C Cab - 2) 2 forward facing seats	1
159	0657152		Cable, Radio to Intercom Interface, Firecom, 2 Radios Radio, First Two-Way Model - Motorola APX Series Radio, Second Two-Way Model - APx 7000 Radio, First Two-Way Make - Motorola High Power Radio, Second Two-Way Make - Motorola High Power	1
160	0681413		Headset, Firecom, FH-51 Over Head, Radio Transmit Qty, - 04 Location, Headset - Driver Seat, Officer Seat, DS Inbrd, Fwrd Fcng Seat and PS Inbrd, Fwrd Fcng Seat	4
161	0559156		Install Customer Provided Two-Way Radio(s) Location - TBD Qty, - 02	2
162	0696439		Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area Qty, - 03 Location, Antenna Mount - (2) on the DS side and (1) on the PS lower cab roof	3
163	0653526		Camera, Pierce, Driver Mux, Rear Camera Only Camera System Audio - Not Provided	1
164	0615100		Pierce Command Zone, Advanced Electronics & Control System, Diag LEDs, Vel, WiFi	1
165	0624254		Electrical System, Velocity	1
166	0079211		Batteries, (6) Exide Grp 31, 950 CCA each, Threaded Stud	1
167	0008621		Battery System, Single Start, All Custom Chassis	1
168	0123174		Battery Compartment, Imp/Vel	1
169	0684570		Charger, Sngl Sys, Kussmaul, Pump Plus 1200, 091-9-1200 w/091-189-12 Digital Dis	1
170	0598091		Location, Charger/Compr, Behind Driver's Seat, Vel/Imp	1
171	0531403		Location, Battery Charger Indicator, Driver's Seat with Bracket	1
172	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super Qty, - 01 Color, Kussmaul Cover - b) red Shoreline Connection - battery charger and shoreline receptacles	1
173	0026800		Shoreline Location Location, Shoreline(s) - DS Cab Side	1
174	0647728		Alternator, 430 amp, Delco Remy 55SI	1
175	0092582		Load Manager/Sequencer, MUX Enable/Disable Hi-Idle - e)High Idle enable	1
176	0648713		Headlights, Rectangular LED, JW Speaker, Imp/Vel	1
177	0648425		Light, Directional, Whelen 600 LED Combination, Cab Corners, Imp/Vel/AXT/Qtm/DCF Color, Lens, LED's - m)match LED's	1
178	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
179	0648074		Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts	1
180	0535157		Lights, Clearance/Marker/ID, Rear, Truck-Lite 33050R LED 7Lts, PUC	1
181	0564683		Lights, Tail, Whelen M6BTT* Red LED Stop/Tail & M6T* Amber LED Dir Arw For Hsg Color, Lens - Colored	1
182	0561471		Lights, Backup, Whelen M6BUW, LED, For Tail Lt Housing	1
183	0664481		Bracket, License Plate & Light, P25 LED	1
184	0556842		Bezels, Whelen, (2) M6 Chrome Pierce, For mtg (4) Whelen M6 lights	1
185	0589905		Alarm, Back-up Warning, PRECO 1040	1
186	0666455		Lights, Perimeter Cab, Amdor AY-9500-020 LED 4Dr	1
187	0617921		Lights, Perimeter Pump House, Amdor AY-9500-020 LED 2lts	1

Line	Option	Type	Option Description	Qty
188	0653901		Lights, Perimeter Body, Amdor AY-9500-012 LED 2lts, Rear Step Control, Perimeter Lts - DS Switch Panel and Parking Brake Applied Control, Perimeter Lts - DS Switch Panel and Parking Brake Applied	1
189	0545689		Lights, Perimeter, Amdor AY-9500-020 LED, Brkt Qty, Lights - 05 Location, Additional Perimeter Lights - Under Compt D1, 1lt, Under Compt D3, 1lt, Under Compt P1, 1lt, Under Compt P3, 1lt and Under Front Bumper, 1lt	5
190	0556337		Lights, Step, P25 LED at Rear Tailboard, 2lts Perm Lts	1
191	0589799		Light, Whelen, 12V PFP2 Pioneer LED Floodlt, Recessed 15 Deg 2nd Location, Lights - on the DS side of the cab, high above the EMS compartment, in the rear of the hatch compartment, inboard of the rear M9 C3 light Qty, - 02 Switch, Lt Control 1 DC,1 - a) DS Switch Panel Switch, Lt Control 2 DC,2 - g) PS Switch Panel Switch, Lt Control 3 DC,3 - e) Pump Operators Panel Switch, Lt Control 4 DC,4 - d) No Control Color, Wln Lt Housing - White Paint	2
192	0589802		Light, Whelen, 12V PFP2 Pioneer LED Floodlt, Recessed 15 Deg 1st Location, Lights - on the PS side of the cab, high above the EMS compartment, in the rear of the hatch compartment, inboard of the rear M9 C3 light Qty, - 02 Switch, Lt Control 1 DC,1 - a) DS Switch Panel Switch, Lt Control 2 DC,2 - f) Pump Operator's Panel Switch, Lt Control 3 DC,3 - f) PS Switch Panel Switch, Lt Control 4 DC,4 - d) No Control Color, Wln Lt Housing - White Paint	2
193	0589761		Light, Whelen, 12V PFP1 Pioneer LED Floodlt, PBA103 Recessed 15 Deg 2nd Location, Lights - rear of apparatus, DS and PS, high Qty, - 02 Switch, Lt Control 1 DC,1 - a) DS Switch Panel Switch, Lt Control 2 DC,2 - g) PS Switch Panel Switch, Lt Control 3 DC,3 - c) DS Rear of Apparatus Switch, Lt Control 4 DC,4 - d) No Control Color, Wln Lt Housing - White Paint	2
194	0618289		Light, Visor, Whelen, 12V PFP2* Pioneer LED Floodlt 1st Qty, - 01 Location, driver's/passenger's/center - centered Switch, Lt Control 1 DC,1 - DS & PS Switch Panel Switch, Lt Control 2 DC,2 - e) No Control Switch, Lt Control 3 DC,3 - d) No Control Switch, Lt Control 4 DC,4 - d) No Control Color, Wln Lt Housing - White Paint	1
195	0532358		Not Required, Deck Lights, Other Hose Bed & Rear Lighting	1
196	0609538		Lights, Hose Bed, Below Aluminum Cover, Dual LED Light Strips Control, Hose Bed Lts - Auto Cover Sw	1
197	0645677		Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body	1
198	0709438		Light, Walking Surf, FRP Flood, LED	1
199	0518282		Pumper, PUC, Aluminum	1
200	0554271		Body Skirt Height, 20"	1
201	0519696		Tank, Water, 500 Gallon, Poly, Rectangle, Form Fitting, PUC	1
202	0003405		Overflow, 4" Water Tank, Poly	1
203	0028104		Foam Cell Required	1
204	0084432		Modified Poly Tank, Ext'd Over Rear Compt	1
205	0633066		Sleeve through Tank Qty, Sleeve - 2 Water Tank Sleeve - Plumbing/Hydraulic Diameter - 3" Plumbing	2
206	0563034		Special Cradle, Modified For Through Body Receivers	1
207	0553729		Not Required, Restraint, Water Tank, Heavy Duty	1
208	0003429		Not Required, Direct Tank Fill	1
209	0003424		Not Required, Dump Valve	1
210	0048710		Not Required, Jet Assist	1

Line	Option	Type	Option Description	Qty
211	0030007		Not Required, Dump Valve Chute	1
212	0514778		Not Required, Switch, Tank Dump Master	1
213	0597043		Body Height, PUC	1
			Body Height - 92.00"	
214	0199241		Hose Bed, Aluminum, Pumper, PUC	1
215	0003481		Hose Bed Capacity, Special	1
			Capacity, Hosebed - (2) single stacked 100' 1.75" bundles, side by side, (1) 100' 2.5" bundle located behind the 1.75" bundles. 500' of 3" and 700' of 5"	
216	0689090		Divider, Hose Bed, .25" Unpainted, w/Hand Hold	2
			Qty, Hosebed Dividers - 2	
217	0063815	SP	Lower Side Sheet Height For Hydraulic Ladder Rack	1
218	0653518	SP	Side Sheet, Passenger Side, Moved Inboard 14", PUC	1
219	0791823	SP	Cover, Hose Bed, Alum Treadplate, Full Length, Four Section, Special Dome, PUC	1
220	0611509		Running Boards, Flip Out, PUC	1
221	0677740		Tailboard, Folding, Space Saver - Smooth Alum Exterior, Two Piece 12" Bumper,PUC	1
222	0690029		Wall, Rear, Body Material, PUC, PUC Tanker, PRM	1
223	0003531		Tow Bar, Under Tailboard	1
224	0656764		Construction, Compt, Alum, Pumper, PUC	1
225	0518345		DS 177" Rollup, (1) 50" Fwd, (1) 52" Rr, Full Height & Depth Front & Rear, PUC	1
226	0518346		PS 177" Rollup, (1) 50" Fwd, (1) 52" Rr, Full Height & Depth, Front & Rear, PUC	1
227	0594005		Doors, Rollup, AMDOR, Side Compartments	6
			Qty, Door Accessory - 06	
			Color, Roll-up Door - AMDOR Painted to Match Lower Body	
			Latch, Roll-up Door - Non-Locking Liftbar	
228	0515270		Rear - Rollup Dr/32.50" FF, w/Space Saver, PUC	1
229	0593961		Door(s), Swing Tailboard/AMDOR Roll-up, Rear Compt, PUC	1
			Color, Roll-up Door - AMDOR Painted to Match Lower Body	
			Latch, Roll-up Door - Non-Locking Liftbar	
230	0611794		Trim, Rollup Door, Painted Door Color, Amdor	8
			Location, Door Accessory - all side compartments	
			Qty, - 08	
231	0659353		Lights, Compt, Amdor AY-9220 LED, Dual Light Strip	9
			Qty, - 09	
232	0681405		177" Hatch, (2) Lift-up, 21" Wide, Driver Side Only, PUC	1
			Size, Hatch Compt, Height - 22.00"	
233	0687145		Shelf Tracks, Recessed, PUC/3rd Generation	1
234	0600350		Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations	12
			Qty, Shelf - 12	
			Material Finish, Shelf - Painted - Spatter Gray	
			Location, Shelves/Trays, Predefined - .Location To Be Determined	
235	0536176		Tray, 215 lb, Tilt/Slide-Out, 30 Deg, Adj, Max Width/Depth, Brushed, 3G	4
			Location - TBD	
			Qty, Tray (slide-out) - 04	
236	0647091		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides	4
			Qty, - 04	
			Location, Tray Slide-Out, Floor Mounted - P1 and R1	
			Material Finish, Tray - Painted - Spatter Gray	
237	0650455		Toolboard, Slide-Out, Alum, .188", No Holes, 3G	1
			location - tbd	
			Qty - 1	
			Mounting, Toolboard - Adjustable side-side	
			Finish, Pegboard/Toolboard - Painted - Spatter Gray	
238	0650435		Toolboard, Swing-Out, Alum, .188", No Holes, 3G	1
			location - TBD	
			Qty - 1	
			Location, Pivot - Front	
			Mounting, Toolboard - Adjustable Frt-back	
			Finish, Pegboard/Toolboard - Painted - Spatter Gray	
239	0795005	SP	177" Hatch/Long Tool Compt, Inboard, (1) Flat D-Ring Top Lift-up,14" Wide,PS,PUC	1
			Location - passenger side	
			Qty, - 01	
			Latch, Door, Storage - "D" Handle Latch	

Line	Option	Type	Option Description	Qty
239			Width - 14.00"	
240	0026449		Divider, Vertical	1
			Location - P1 - full-height located 12" forward of the rear clear door opening. See interior compartment layout at S:\FAE-SHARE\DEPT\Job E-Folders\30000-30999\30304\Stage 3 - Contract Admin	
			Qty, - 01	
241	0028022		Matting, Dri-Deck Shelving Only	16
			Location - TBD at precon	
			Qty, Shelf - 16	
			Color - 1) black	
242	0006118		Matting, Dri-Deck w/Bevel, Compt Floor only	2
			Location - TBD	
			Qty, Comp. Accessory - 02	
			Color - 1) black	
243	0524973		Partition, Trans Rear Compt, PUC	2
			Qty, Partition - 02	
			Location, Partition - a) driver's side	
244	0062439		Hitch, Receiver, Sides, Through Body, Pumper	1
			Door, Material & Finish, Storage - Painted S/S	
245	0696957		Hitch, Receiver, Sides, Under Body, Pumper	1
246	0789249	SP	Tie Down Posts, (2) 500 lb Rated, Hatch Front Outboard Corner, Pumper, Non-NFPA2016	1
247	0063064		Rub Rail, Aluminum Extruded, Side of Body, 3rd Gen Body	1
248	0515441		Fender Crowns, Rear, S/S, W/Removable Fender Liner, Pumper, 3rd Gen	1
249	0519849		Not Required, Hose, Hard Suction	1
250	0518316		Troughs, (2) In Hatch Compartment, PUC	1
			Location, driver's/passenger's/center - driver's	
			Door, Material & Finish, Storage - Polished S/S	
			Latch, Door, Storage - Lift and Turn Latch	
251	0527021		Handrails Located @ Front Body	1
252	0664688		Handrails, Rear, PUC	1
253	0000941		No Rear Hose Bed Handrail Required	1
254	0657522		Compt, Air Bottle, Triple, Fender Panel	2
			Qty, Air Bottle Comp - 2	
			Door Finish, Fender Compt - Painted	
			Location, Fender Compt - Triple - PS Fwd and Triple - PS Rear	
			Latch, Air Bottle Compt - Flush Lift & Turn	
			Insert, Air Bottle Compt - Rubber Matting	
255	0654143		Compt, Air Bottle, Single, Common Triple Door (DEF/Fuel), Fender Panel	1
			Door Finish, Fender Compt - Polished	
			Latch, Air Bottle Compt - Flush Lift & Turn	
			Insert, Air Bottle Compt - Rubber Matting	
256	0622393		Compt, Air Pack in Fender Panel	1
			Location, Bracket/comp. - DS foreword of axle	
			Qty, - 01	
			Door Finish, Fender Compt - Painted	
			Latch, Air Bottle Compt - Flush Lift & Turn	
			Insert, Air Bottle Compt - Rubber Matting	
257	0004220		Ladder, 35' Duo-Safety 1225-A 3-Sect	1
258	0024232		Ladder, 16' Duo-Safety 875A Roof	1
			Qty, - 1	
259	0519654		Rack, Ladders, Hydraulic, Right Side, Air Clamps, PUC	1
			Ladder Rack Lock Enclosure/Light Mounting Bracket - Not Required	
260	0014245		Ladder, 10' Duo-Safety Folding 585A, w/Mounting	1
			Location, Folding Ladder - DS Pike Pole Compt	
261	0024499		Arm, Rear, Offset, HLR 2000, Recess Light	1
262	0591413	SP	Side Sheet, Simulated, Attached to Hyd Ladder Rack, Wrapped, Inline w/Body Edge	1
263	0049512		Cover, S/S, Over Ladder Rack Air Locks, Pair	1
			Finish - Polished	
264	0564381		Hydraulic Pump, Ladder Rack, Special Location	1
			Location - in pump house	
265	0592685		Pike Pole, 8' Fire Hooks Unlimited, New York Roof Hook Fiberglass RH-8 w/Pry End	1
			Location - in the tool storage compartment below the ladder rack	

Line	Option	Type	Option Description	Qty
265			Qty, Pike Poles - 1	
266	0638485		Pike Pole, 12' Nupla, Fiberglass, Featherlight, YPD-12	1
			Location - in the rear ladder storage compartment	
			Qty, Pike Poles - 1	
267	0638595		Trash Hook, 6' Fire Hooks Unlimited, Fiberglass, TRH-6, w/D Handle	2
			Location - in the tool storage compartment below the ladder rack	
			Qty, Pike Poles - 2	
268	0594888		Pike Pole, 8' Nupla, Featherlight	1
			Qty, - 1	
269	0549137		Not Required, Pike Pole, 6'	1
270	0667093		Compt, Long Item Storage, In Upper Body (1) DS, Smooth Alum Door, PUC	1
271	0087631		Trough for D-Handled Pike Pole	2
			Location - in the DS upper storage compartment, rear	
			Qty, Pike Pole Tubes - 02	
272	0004361		Tubes, Alum, Pike Pole Storage	3
			Qty, Pike Pole Tubes - 03	
			Location, Pike Pole Tube - Ladder Storage	
273	0521734		No Steps Required, Front Of Body, PUC	1
274	0794171		Ladder, Top Access, Alum, Rear, PUC, Opposite Ladder Storage	1
275	0515695		Pump, Pierce, 1500 GPM, Single Stage, PUC	1
276	0515822		Seal, Mechanical, Silicon Carbide	1
277	0515705		Gear Case, Pierce Pump, REPTO-Clutch Drive	1
278	0521309		Pumping Mode, Pump and Roll/Stationary, Basic, PUC	1
279	0515829		Pump Shift, Sure-Shift	1
280	0515833		Transmission Lock-up, Not Req'd, Park to Neutral, Pump, PUC	1
281	0515835		Auxiliary Cooling System, PUC	1
282	0014486		Not Required, Transfer Valve, Stage Pump	1
283	0661474		Valve, Relief Intake, Trident Air Max, Set @ 125 PSI, Control at Operator Panel	1
284	0515838		Controller, Pressure, Pierce, PUC	1
285	0072153		Primer, Trident, Air Prime, Air Operated	1
286	0044552		Line, 0.50" Recirculating w/Check Valve	1
287	0658266		Thermal Relief Valve, w/Amber Warning Light and Alarm, PUC Pump	1
			Location, Thermal Relief Discharge - Ground	
288	0516694		Manuals, Pump (2), CD, Pierce PUC Pump	1
289	0602496		Plumbing, Stainless Steel and Hose, Single Stage Pump, PUC	1
290	0064656		Not Required, Black Iron Pipe with Stainless Steel Plumbing	1
291	0517852		Inlets, 6.00" - 1500 GPM, Pierce PUC Pump	1
292	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
293	0084610		Valves, Akron 8000 series- All	1
294	0004660		Inlet, Left Side, 2.50"	1
295	0004680		Inlet, Right Side, 2.50"	1
296	0520002		Valve, Inlet(s) Recessed, Side Cntrl, PUC	2
			Qty, Inlets - 2	
297	0521137		Anode, Zinc, Pair, Pump Inlets, PUC	1
298	0004700		Control, Inlet, at Valve	1
299	0092569		No Rear Inlet (Large Dia) Requested	1
300	0092696		Not Required, Cap, Rear Inlet	1
301	0064116		No Rear Inlet Actuation Required	1
302	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
303	0092568		No Rear Auxiliary Inlet Requested	1
304	0563738		Valve, .75" Bleeder, Aux. Side Inlet, Swing Handle	1
305	0520277		Tank to Pump, (1) 3.00" Valve, 4.00" Plumbing, PUC	1
306	0595508		Outlet, Tank Fill, 1.50", PUC	1
307	0516755		Outlet, Left Side, 2.50" (2), PUC	1
308	0651266		Outlet, Right Side, 2.50", (1), Electric Akron 9325 Controller, PUC	1
			Qty, Discharges - 01	
309	0651265		Outlet, Right Side, 4.00" w/4.00" Valve, Akron 9325 Controller, PUC	1
310	0649939		Outlet, Front, 1.50" w/2.00" Plumbing	1
			Fitting, Outlet - 1.50" NST with 90 degree swivel	
			Drain, Front Outlet - Class 1 Automatic	
			Location, Front, Single - top of right bumper	

Line	Option	Type	Option Description	Qty
311	0647702		Additional Valve, Front Outlet, 2.00"	1
312	0695061		Outlet, Rear, 2.50" w/3.00" Plumbing and Valve (1), Thru Tank, PUC	2
			Qty, Discharges - 02	
			Location, Outlet - c) one (1) each side	
313	0537394		Not Required, Outlet, Rear, Additional, PUC	1
314	0085076		Caps for 1.50" to 3.00" Discharge, VLH	1
315	0563739		Valve, 0.75" Bleeder, Discharges, Swing Handle	1
316	0055095		Not Required, Elbow, Left Side Outlets, 2.50"	1
317	0021134		Not Required, Elbow, Right Side Outlets	1
318	0045091		Elbow, Rear Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
319	0537395		Not Required, Elbow, Rear Outlets, Additional	1
320	0699320		Adapter, 4.00" FNST x 5.00" Storz, w/Cap, PUC	1
			Qty, - 1	
321	0035090		Reducer - 2.50"F Special X 1.50"M NST, w/Cap	5
			Qty, Adapter for Outlets - 05	
			Special Threads - None required	
			Location, Adapter(s) - on all 2.5" discharges	
322	0653960		Control, Outlets, Swing Handle, Elect PS Outlets Akron 9325 w/Press Disp, PUC	1
323	0516860		Outlet, 3.00" Deluge w/2.50" Valve, PUC	1
324	0543604		Monitor, Akron 3431 Hi-Riser and 5" storz Inlet Grd Base	1
			Monitor Finish - Painted	
325	0501504		Nozzle, Akron 2499, Quad Tips, 3488 and 5160 fog	1
326	0026604		Deluge Mount, Bolt Flange, Reinforced for Hi-Riser/DeckMaster	1
327	0587982		Crosslays, Low Mount, (2) 1.50", Full Width, 200', W/Poly Trays, PUC	1
328	0591491		Crosslay, (1) 2.50" Std Cap, W/ Full Width Poly Tray, PUC	1
329	0798620		Not Required, Hose Restraint, w/Door Over Crosslay, PUC	1
330	0787651	SP	Doors, Crosslay, Roll-up Amdor, Each End, Full Height, Full Width, PUC, HLR	1
			Color, Roll-up Door - AMDOR Painted to Match Lower Body	
			Latch, Roll-up Door - Non-Locking Liftbar	
331	0584363		Guard, Drip Pan, S/S, Roll-up Door	2
			Location - on 2 crosslay compartments	
			Qty, - 02	
332	0792742	SP	Mounting, (1) Backboard, (1) Stokes, Dual Access, Upper, PUC	1
			Location - forward of the 2.5" crosslay	
			Size - TBD at precon	
			Size, Backboard - TBD at Precon	
333	0676021		Foam Sys, Husky 3, Single Agent, PUC, Multi Select Feature	1
			Discharge, Foam Locations - Crosslay Lower Rear, Crosslay Lower Front,	
			Crosslay Upper Front, Front Bumper Center and Hose Reel in Dunnage Left Side	
			Discharge, Foam Locations - Crosslay Lower Rear, Crosslay Lower Front,	
			Crosslay Upper Front, Front Bumper Center and Hose Reel in Dunnage Left Side	
334	0012126		Not Required, CAF Compressor	1
335	0592527		Refill, Foam Tank, Integral, Husky 3	1
336	0031896		Demonstration, Foam System, Dealer Provided	1
337	0595941		Foam Cell, 20 Gallon, Not Reduce Water, PUC	1
			Type of Foam - Class "A"	
			Foam, Brand Name - fos check	
338	0697589		Drain, 1.00", Foam Tank #1, Husky 3 Foam System	1
339	0091079		Not Required, Foam Tank #2	1
340	0091112		Not Required, Foam Tank Drain	1
341	0515692		Pump Operators Panel, 31", Control Zone, PUC	1
342	0032479		Pump Panel Configuration, Control Zone	1
343	0516975		Material, Pump Panels, Operators Brushed Stainless, Sides Brushed Stainless, PUC	1
344	0516978		Pump and Plumbing Access, Simple Tilt Service, PUC	1
345	0520016		Not Required, Pumphouse Structure, PUC	1
346	0693336		Light, Pump Compt, Truck-Lite 44308C LED Grommet Mt	1
			Location - pump compartment	
			Qty, - 01	
347	0516983		Gauges, Engine, Included With Pierce Pressure Controller, PUC	1
348	0005601		Throttle Included w/ Pressure Controller	1
349	0549333		Indicators, Engine, Included with Pressure Controller	1
350	0069390		Control, Air Horn At Pump Panel w/Red Button	1

Line	Option	Type	Option Description	Qty
351	0009227		Gauges, 6.00" Master, Class 1, Special Gauge Pressure Range - 30"-0-400 psi Color Dial Face - white	1
352	0511105		Gauge, 3.00" Pressure, Class 1, Special Gauge Pressure Range - 0-400 psi Color Dial Face - white	1
353	0517009		Gauge, Water Level, Pierce, In pressure Controller, w/Mini Slave, PUC Activation, Water Level G - pg) pump in gear	1
354	0517012		Gauge, Foam Level, Pierce, PUC, PP and Mini in Cab Activation, Foam Level Gauge - battery switched	1
355	0520243		Light, Pump Operator & Panel, Side Ctrl, PUC	1
356	0546331		Air Horn, (1) Grover, Stutter Tone, 24.50" Long, In Bumper	1
357	0606838		Location, Air Horn, Bumper, Left Side, Outside Frame, Outboard (Pos #7)	1
358	0564766		Control, Air Horn, Foot Sw, Location Feature location - to be determined at final inspection	1
359	0525667		Siren, Whelen 295SLSA1, 100 or 200 Watt	1
360	0510206		Location, Elect Siren, Recessed Overhead In Console Location, Elec Siren - Overhead, PS Inside Sw Pnl	1
361	0076156		Control, Elec Siren, Head Only	1
362	0601306		Speaker, (1) Whelen, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt Connection, Speaker - siren head	1
363	0601565		Location, Speaker, Frt Bumper, Recessed, Center (Pos 4)	1
364	0016080		Siren, Federal Q2B	1
365	0578974		Siren, Mechanical, Recessed In Grille, Imp/Vel	1
366	0567861	SP	Control, Mech Siren, DS Foot Sw, Location Feature Location - to be determined at pickup	1
367	0604784		Lightbar, Whelen, Freedom IV-Q, 81", RRRRWRsrROptRsrRWRRRR Opticom Priority - b) High Opticom Activation - Cab Switch & E-Master Momentary Opticom Activation - DS Switch Filter, Whl Freedom Ltbrs - No Filters	1
368	0540460		Light, Front Zone, Whelen M6*C LED, Clear Lens, 4lts Q Bezel Color, Lt DS Frnt Outside - DS Front Outside Red Color, Lt PS Frnt Outside - PS Front Outside Red Color, Lt DS Front Inside - r) DS Front Inside Red Color, Lt PS Front Inside - r) PS Front Inside Red	1
369	0540679		Lights, Side Zone Lower, Whelen M6*C LED, Clear Lens 2pr Location, Lights Front Side - b)each side bumper Color, Lt Side Front - Red Color, Lt Side Rear - Red Location, Lights Rear Side - Over Rear Wheels	1
370	0564655		Lights, Rear Zone Lower, Whelen M6*C LED, Clear Lens, For Tail Lt Housing Color, Lt DS Rear - r) DS Rear Lt Red Color, Lt PS Rear - r) PS Rear Lt Red	1
371	0541155		Lights, Rear/Side Up Zone, Whelen M9*C LED, Clear Lens 4lts Color, Lt, Side Rear Upper DS - Side Rear Upper Red Color, Lt, Side Rear Upper PS - Side Rear Upper Red Color, Lt, Rear Upper DS - r) DS Rear Upper Red Color, Lt, Rear Upper PS - r) PS Upper Rear Red	1
372	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
373	0590000		No Hose Bed Warn Light Brackets Req'd, Lights Mtd on Hatch/Body Compts, PUC	1
374	0791528		Light, Traffic Directing, Whelen TAL65, 36.00" Long LED	1
375	0551728		Location, Traf Dir Lt, Recessed with S/S Trim	1
376	0563154		Location, Traf Dir Lt Controller, Overhead Area, Within Reach of Driver	1
377	0076629		Receptacle, 15A 120V 3-Pr 3-Wr SB Dup, Shoreline Int Qty, - 01 Location, Receptacle(s) - in the P1 compartment	1
378	0519934		Not Required, Brand, Hydraulic Tool System	1
379	0649753		Not Required, PTO Driven Hydraulic Tool System	1
380	0649750		Not Required, Hydraulic Reels	1
381	0007150		Bag of Nuts and Bolts Qty, Bag Nuts and Bolts - 1	1

Line	Option	Type	Option Description	Qty
382	0602516		NFPA Required Loose Equipment, Pumper, NFPA 2016, Provided by Fire Department	1
383	0602407		Soft Suction Hose, Provided by Fire Department, Pumper NFPA 2016 Classification	1
384	0027023		No Strainer Required	1
385	0602538		Extinguisher, Dry Chemical, Pumper NFPA 2016 Class, Provided by Fire Department	1
386	0602360		Extinguisher, 2.5 Gal. Pressurized Water, Pumper NFPA 2016, Provided by Fire Dept	1
387	0602679		Axe, Flathead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
388	0602667		Axe, Pickhead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
389	0559685		Paint, Two Tone, Cab, Custom Cab	1
			Paint Color, Predefined - TBD	
			Paint Color, Upper Area, Predefined - TBD	
390	0646897		Paint Chassis Frame Assy, E-Coat, Standard	1
			Paint Color, Frame Assembly, Predefined - Black	
391	0693797		No Paint Required, Aluminum Front Wheels	1
392	0687653		Paint, Rear Wheels, Single Axle, Alum-Stl	1
			Paint, Wheels - Black #101	
393	0007230		Compartment, Painted, Spatter Gray	1
394	0544129		Reflective Band, 1"-6"-1"	1
			Color, Reflect Band - A - a) white	
			Color, Reflect Band - B - l) white	
			Color, Reflect Band - C - w) white	
395	0510041		Reflective across Cab Face, Imp/Vel	1
396	0536952		Stripe, Chevron, Rear, Diamond Grade, Pumper, PUC w/ Space Saver - Uncovered	1
			Color, Rear Chevron DG -	
397	0087342		Jog, "Z"-Shaped, In Reflective Stripe	1
			Qty, -	
398	0065687		Stripe, Reflective, Cab Doors Interior	1
			Color, Reflective - e) black	
399	0067298		Stripe, Gold Leaf, Across Cab Face	1
400	0027372		Lettering Specifications, (GOLD STAR Process)	1
401	0685679		Lettering, Printed Effect Gold Leaf, 4.00", (61-80)	1
			Outline, Lettering - Outline and Shade	
402	0685526		Lettering, Printed Effect Gold Leaf, 11.00", (41-60)	1
			Outline, Lettering - Outline and Shade	
403	0000520		Emblem, Eagle/Flag #1, Color Imaged, Pair	2
			Qty, - 02	
			Location, Emblem - DS PS Doors	
			Size, Color Imaged Seals - b)	
404	0695610		Emblem, Reflective, Per Dept. Submittal, Each	2
			Qty, - 02	
			Location, Emblem - DS PS doors	
			Size, Dept Seal, Reflect - 14" - 16"	
405	0529225		Manuals, Two (2) CD, Fire Apparatus Parts, Custom Chassis	1
406	0531636		Manual, Two (2) CD, Chassis Service, Custom	1
407	0531638		Manual, Two (2) CD, Chassis Operation, Custom	1
408	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
409	0611136		Warranty, Chassis, 3 Year, Velocity/Impel, WA0284	1
410	0696696		Warranty, Engine, Detroit DD13, 5 Year, WA0180	1
411	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
412	0595767		Warranty, Frame, 50 Year, Velocity/Impel, Dash CF, WA0038	1
413	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
414	0530524		Warranty, Axle, 2 Year, Meritor, General Service, WA0046	1
415	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
416	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
417	0595813		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
418	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
419	0695416		Warranty, Pierce Camera System, WA0188	1
420	0708760		Warranty, Not Applicable, LED Strip Lights	1
421	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
422	0685945		Warranty, Transmission Cooler, WA0216	1
423	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1

Line	Option	Type	Option Description	Qty
424	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
425	0693126		Warranty, AMDOR, Roll-up Door, 10 Year/5 Year Painted, WA0185	1
426	0516693		Warranty, Pump, Pierce, PUC, 6 Year Parts, 1 Year Labor, WA0039	1
427	0648675		Warranty, 10 Year S/S Pumbing, WA0035	1
428	0657990		Warranty, Foam System, Husky 3, WA0231	1
429	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
430	0595421		Warranty, Goldstar, 3 Year, Apparatus, WA0018	1
431	0683627		Certification, Vehicle Stability, CD0089	1
432	0610837		Certification, Engine Installation, Velocity, Detroit DD13, 2016, CD0148	1
433	0686786		Certification, Power Steering, CD0098	1
434	0667417		Certification, Cab Integrity, Velocity FR, CD0009	1
435	0548950		Certification, Cab Door Durability, Velocity/Impel, CD0001	1
436	0548967		Certification, Windshield Wiper Durability, Impel/Velcity, CD0005	1
437	0667411		Certification, Electric Window Durability, Velocity/Impel FR, CD0004	1
438	0549273		Certification, Seat Belt Anchors and Mounting, Imp/Vel/Vel SLT, CD0018	1
439	0667416		Certification, Cab Heater and Defroster, Velocity/Impel FR, CD0015	1
440	0667415		Certification, Cab Air Conditioning Performance, Velocity/Impel FR, CD0016	1
441	0545073		Amp Draw Report, NFPA Current Edition	1
442	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
443	0799248		Appleton/Florida BTO	1
444	0000048		Engineering Attribute - PUMPER/TANKER, 3rd Gen	1
445	0000012		PIERCE CHASSIS	1
446	0562778		DD13 ENGINE	1
447	0046396		EVS 4000 Series TRANSMISSION	1
448	0520324		PIERCE PUMP	1
449	0020009		POLY TANK	1
450	0028048		FOAM SYSTEM	1
451	0020006		SIDE CONTROL	1
452	0020007		AKRON VALVES	1
453	0020015		ABS SYSTEM	1
454	0658751		Manufacturing Attribute	1



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.: **FS12-15A**

ISSUE DATE: **Oct 26, 2015**

CATEGORY: **Fire Service Apparatus (All Types)**

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

FINAL SPECIFICATION / INVITATION:	Oct 26, 2015
BID/PROPOSAL RESPONSES DUE:	Nov 17, 2015 @ 1:00 p.m. CT; H-GAC Clock
PUBLIC RESPONSE OPENING:	Nov 17, 2015 @ 2:00 p.m. CT; H-GAC Clock
RECOMMENDATIONS TO BOARD:	Jan 19, 2016
CONTRACT START DATE & TERM:	February 1, 2016 thru November 30, 2017
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)

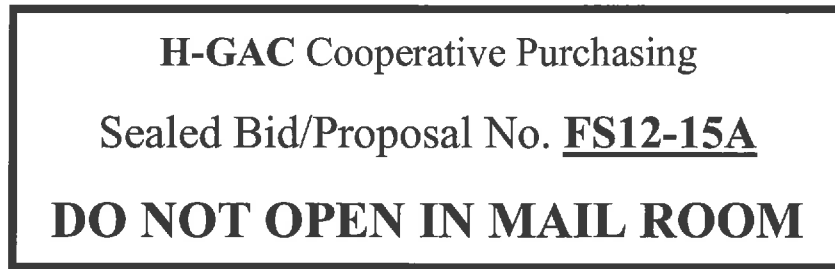
SECTION D - Pro-Forma (Sample) Contract

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.



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.

INVITATION NO. FS12-15A

DESCRIPTION: Fire Service Apparatus (All Types)

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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 be 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 = **A**merican **N**ational **S**tandards **I**nstitute

ASTM = **A**merican **S**ociety for **T**esting and **M**aterials

ASME = **A**merican **S**ociety of **M**echanical **E**ngineers

CFR = U.S. **C**ode of **F**ederal **R**egulations

DOJ = U.S. **D**epartment **O**f **J**ustice

DOT = U.S. **D**epartment **O**f **T**ransportation

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 rendered 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 on 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 two complete printed sets including an Original and one (1) Copy in separate "hard side" three-ring binders. 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 or Offeror's Response may be deemed non-compliant. **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. Handwritten and illegible entries may be rejected. **Offeror's** printed, stamped or typed name shall appear on every **FORM** submitted in the Response.
- d. The entire response submission shall also be submitted on electronic media, including all required **H-GAC FORMS**. **Offeror** is strongly advised to make and work with copies 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

- 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.
- 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.
- 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.
- 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.
- 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

- 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.
- H-GAC** may reject any and all responses, and may reject any part of a response.
- H-GAC, at its 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 **MSExcels** 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 its 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 | • Product and option item catalog listings |
| • Procurement schedules | • End User & Contractor information |
| • Response requirements & specifications | |

Functions

- | | |
|--|-----------------------------|
| • End User product inquiries | • Shipping/Delivery notices |
| • Product configuration and price quotes | • Invoice generation |
| • Purchase Orders and Confirmations | • 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 Manager 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

FIRE SERVICE APPARATUS (ALL TYPES)

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1. INTRODUCTION

It is the intent of this bid solicitation to acquire pricing that will be used to establish purchase order contracts for various types of fire apparatus. These specifications describe various categories and specific types of Fire Apparatus, including minimum design and construction characteristics considered necessary to perform desired functions. Any products bid hereunder must meet or exceed all requirements listed or referenced in this Invitation. The basic Product categories covered by this Invitation are:

- A. Aerial Fire Apparatus (Boom/Platform, Ladder, Ladder/Platform)
- B. Wildland Fire Apparatus (Brush Fire)
- C. Pumper Fire Apparatus
- D. Special Service Apparatus (Rescue, Re-Hab, Hazmat, Mobile Command Center, etc.)
- E. Pumper-Tanker / Elliptical-Tanker Fire Apparatus
- F. Aircraft Rescue & Fire-Fighting Vehicles

Specific Product items have been pre-listed on **Form D** to be bid. If options (see below) other than the Base Product Items on **Form D** are being offered, they should be listed on **Form E** as upgrades, downgrades, or modifications to the base Product Item on **Form D**, and should be priced using a differential amount based on the bid price for the base Product Item.

Note: All products listed on Form D shall be considered as base **models/units**. Bidders shall provide pricing on all options **where applicable** as they pertain but not limited to the following:

- Chassis/Cab Builder (manufacturer)
- Cab Designs (2/4 Door/Tilt Cab etc.)
- Cab/Body Sheet Metals (Galvanneal, Formed/Extruded Aluminum, Stainless Steel)
- Rear Axle Configuration (Single/Tandem/Tandem Front Steering/Triple Rear)
- Fire Pump Capacities & Mounting Locations (1250/1500/2500 GPM Pump/rear and mid-mounted)
- Body Configurations (Walk-In/Non-Walk-In Body)
- Aerial Categories (Construction/Turntable Positions/Aerial Device Functions)

Note: Customer Quotations – If Requested by an End User, the contractor shall be prepared to provide itemized pricing of the base specification (product code) allowing End User verification of credits/deducts due as a result of upgrades/downgrades to features included in the base specification.

2. GENERAL

- **Third Party Specification(s) By Reference**

This specification is based on the latest editions of NFPA 1901 Standard for Automotive Fire Apparatus, NFPA 1906 Standard for Wildland Fire Apparatus and NFPA 414 Standard for Aircraft Rescue and Fire-Fighting Vehicles.

- **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 Apparatus Manufacturer, Franchised Texas Dealer and 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 dealers. For those only bidding conversions (i.e. brush trucks, light rescues), **Form A's** from in-state commercial chassis dealers for the underlying chassis make being quoted should be provided.*

- **Product Liability Insurance.**

The requirements for Product Liability Insurance in **Section A** are superceded as follows:

For Brush Fire Apparatus, Mini-Pumpers, Class A Pumpers, Heavy Duty Rescues, and HazMat & Mobile Command Centers, Bidder must have in place Product Liability Insurance with a Single Occurrence limit of at least \$1,000,000 per seating position. For Aerial Apparatus, the requirement is \$5,000,000 plus an additional \$1,000,000 for each seating position. [e.g. An aerial ladder truck with six (6) seating position would require Product Liability Insurance with a Single Occurrence limit of \$11,000,000.] For Slip-In Pump/Tank Units, the requirement is a Single Occurrence limit of \$1,000,000 total. The General Aggregate limit for all Apparatus categories must be at least two times the Single Occurrence limit.

Note: Product liability listed above shall be the responsibility of the manufacturer.

- **Fire Apparatus Options, Accessories & Loose Equipment Offered.**

H-GAC bid specifications for fire apparatus include **FORM E "Priced Options."** Equipment not offered in the bid response as Priced Options shall be classified as "Unpriced/unpublished" and may not be sold except as subject to the 25% restriction imposed by Texas statutes.

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-GAC Buy Fee – 1.5%)

- **Product Code**

Each base Product item covered by this Invitation has been pre-listed on **Form D**, and is identified by a unique H-GAC alphanumeric Product Code. Bidder shall decide which line items to bid and shall fill in a bid price in the appropriate cell on **Form D**.

- **Training** - On the initial delivery of the fire apparatus, the contractor shall supply a qualified representative to demonstrate the apparatus and provide initial instruction to representatives of the purchaser regarding the operation, care, and maintenance of the apparatus and equipment supplied (NFPA 1901. 4.4.3).

Note: Contractor shall quote as an option on **Form E** any optional instruction/training regarding service/maintenance that may be available for the delivered apparatus.

- **Manuals** – The contractor shall supply at the time of delivery, at least **two (2) sets** of complete operations and service documentation covering the completed apparatus as delivered and accepted (NFPA Sec. 4.19.2.1)
- **Awards** - Consistent with Texas bid award statutes, for each specific Form-D line item, H-GAC will recommend a single award to the lowest responsible Offeror. Once approved by our Board of Directors, Offerors will be notified of H-GAC management's final award recommendations by email, and then followed by a final, formal signature request from our Contracts group.

3. DETAILED PRODUCT SPECIFICATIONS

The specifications detailed below for the various categories of apparatus are to be considered the minimum requirements unless there is a conflict with descriptive information detailed on **Form D**. In that event, the requirements of **Form D** shall govern.

Note: Bidder shall supply a spec/quote sheet for each product code bid on **Form D**. These sheets should detail what features are included in the price quoted on **Form D**.

4. LEGAL REQUIREMENTS

a) In addition to NFPA 1901, 1906 and 414 (latest editions), all apparatus offered shall comply with all applicable federal (i.e. FMVSS, SAE, DOT, TREA, EPA, ASTM, AWS, ASNT, UL, & NFPA + etc.) and state {Texas Department of Transportation, Division of Motor Vehicles, Motor Vehicles Division Code [Latest version]} regulations and rules, and have all components incorporated into and/or on the apparatus as required for a Texas State Safety Inspection (i.e. front and rear mud flaps, inspection certificate, etc).

b) Any apparatus bid response shall include the cost of a Texas Safety Inspection, including the Vehicle Inspection Report (VIR) and the windshield sticker.

c) Bidders, shall have on file at H-GAC prior to, or included with the bid response, the correct license(s) as required by the State of Texas, Department of Transportation, Division of Motor Vehicles, Motor Vehicle Commission Code [latest edition] which is applicable to the bidder's operations.

d) The prescribed licenses will include the manufacturer/bidder, and any and all dealers and their representatives as may be required by the Motor Vehicle Division.

Note: All units offered in this solicitation must be available to our Texas members through in-state licensed franchised motor vehicle dealers. Form A's are required with the submission from each dealer (e.g. apparatus, chassis as required) in order to receive a contract. Form A's will not be accepted after the bid has been submitted.

Note: It is the contractor's responsibility to ensure all apparatus sales are in accordance with the motor vehicle laws of the state where the acquisition is made.

I. WILDLAND FIRE APPARATUS (BRUSH FIRE)

A. WILDLAND/BRUSH FIRE APPARATUS -

In addition to the latest edition of NFPA Standard 1906, Products bid hereunder must also comply with all H-GAC specifications and requirements herein. The wildland fire apparatus covered by this Invitation are defined by the Product Codes that have been pre-listed on **FORM D**.

1. Minimum Standard Features Required in Base Product Item Bid:

a) Wildland/Brush Fire Apparatus Bids:

- Flat Bed body style shall have mesh bulk head
 - Composite Utility body shall be constructed of composite fiberglass laminate with closed cell structural PVC foam core. Comprising a laminate of ½" thick.
 - Poly Utility body shall be ½" thickness copolymer sheet material.
 - 150 gpm single stage, auxiliary engine-driven pump with pump panel (2 stage pumps to be quoted as optional on Form E). The pump operator's panel shall be located on the left side or rear of the apparatus.
 - 300 gal polypropylene water tank (250 gal. on slip-on unit). Tank shall be polypropylene with lifetime warranty.
- Note: Other sizes shall be offered as Priced Options on FORM E. Provide sizes up through at least 400 gal.

- 1 Transverse preconnect hose bed (minimum)
- 20 cu ft Compartmentation including, but not limited to, left and right sides and rear (12 cu ft for slip-on units)
- Heater/Defroster and Air Conditioning in Cab area
- Base Cab/Chassis GVWR – 13,000 lbs.
- V8 Diesel Engine
- 5 speed manual transmission (automatic transmission to be quoted as optional on Form E)
- Completed apparatus must be NFPA 1906 Compliant

(b) Self-contained, Slip-on Unit Bids:

- 100 gpm @ 100psi single stage, auxiliary engine-driven pump with pump panel
- 250 gal polypropylene water tank
- Hose reel, 200 ft. of 1" hose
- Slip-on Unit to be mounted on pickup supplied by End User OR H-GAC Contractor

2. Apparatus Accessories & Loose Equipment. Bid specification documents include *Priced Option* forms for bidder to list prices for specific optional engines, fire pumps, body changes, accessories, and loose equipment. Equipment not offered in the base bid or as an option shall be classified as "*Unpublished Options*" and subject to 25% cap permitted under "*Non-Published*" provisions for competitive bids. *[See Terms & Conditions]*

3. Options to Base Bid for additional apparatus. A thorough listing of options is recommended. Examples of options to include on **FORM E** are:

(a) Options to Brush Fire Bids only:

- Alternate GVWR Chassis
- Gas engine (as well as other engine sizes)
- 4-wheel drive

(b) Options to Slide-In Unit Bids only:

- Different pump sizes (e.g. 150 gpm @ 100 psi)
- Different tank sizes (+/- increments of 50 gallons.)

These options are in addition to any and all other options listed in this document or H-GAC Forms included.

II. SPECIAL SERVICE FIRE APPARATUS (RESCUE)

In addition to the latest edition of NFPA Standard 1901, Products bid hereunder must also comply with all **H-GAC** specifications and requirements herein. The Products covered by this Invitation are defined by the Product Codes listed on **FORM D**.

1. Standard Features Required in Base Bid for a special service fire apparatus.

(a) Custom Cabs:

- Minimum four (4) SCBA seats in Tilt & Split Tilt cabs
- Minimum three (3) SCBA seats in Stationary cabs
- Note: Additional SCBA seats are to be priced as options on Form E
- Minimum 350 bhp diesel engine (optional engines to be priced on **Form E**)
- Allison EVS-3000 Automatic Transmission (optional transmissions to be priced on **Form E**)
- Front axle rating (min.) – 14,600 lbs. (stationary cabs), 16,000 lbs. (tilt cabs), 18,000 lbs. (split-tilt cabs)
- Single Rear axle rating (min.) – 24,000 lbs.
- Full Anti-Lock Braking System
- Power Steering
- ABS Braking System
- Heater/Defroster/Vent/Air Conditioning
- Constructed on standard straight frame rail or drop-pinch chassis.
- Fuel Tank – 50 gallon (minimum).

(b) Commercial Cabs:

- 2 Door Models (4 Door Models may be listed as options)
- 3 to 4 SCBA seats (depending on seating capacity) 4 Door Models only
- 300 to 330 bhp diesel engine (optional engines to be priced on **Form E**)
- Allison EVS-3000 Automatic Transmission (optional transmissions to be priced on **Form E**)
- Front axle rating (min.) – 12,000 lbs. (2-Door Cab)
- Single Rear axle rating (min.) – 21,000 lbs. (2-Door Cab)

- Heater/Defroster/Vent/Air Conditioning
- Constructed on standard straight frame rail chassis.
- Fuel Tank – 40 gallon (minimum).

(c) Commercial Cabs (Light /Medium)

- 2 Door Models (4 Door Models may be listed as options)
- 300 bhp diesel engine (optional engines to be priced on **Form E**)
- Automatic Transmission (optional transmissions to be priced on **Form E**)
- Front axle rating (min.) – 7,000 lbs. (2-Door Cab)
- Single Rear axle rating (min.) – 12,000 lbs. (2-Door Cab)
- Heater/Defroster/Vent/Air Conditioning
- Constructed on standard straight frame rail chassis.
- Fuel Tank – 40 gallon (minimum).
- ABS Braking System.

2. Options to Base Bid for additional apparatus. Options to include on **FORM E** are:

- (a)** Drop-Pinch frame Special Service Fire Apparatus

Options to Walk-In Bids:

- (a)** Haz-Mat Configuration
(b) 2 Person Command Center Configuration
(c) Walk-Through option

3. Special Service Fire Apparatus

Equipment Storage

- (a)** Non Walk-in - 640 ft³
(b) Walk-in bids - 320 ft³

4. To be bid as options on Form E.

- (a)** Optical Warning Devices
(b) Generators
(c) Breathing Air Systems
(d) Winches
(e) Additional Ground Ladders

Note: All optional apparatus models offered in any bid response shall be in compliance with NFPA 1901 (latest edition) for the specific apparatus offered.

III. AERIAL FIRE APPARATUS

In addition to the latest edition of NFPA Standard 1901, Products bid hereunder must also comply with all **H-GAC** specifications and requirements herein. The Aerials (Booms/Platforms, Ladders, Ladder/Platforms) covered by this Invitation are defined by Product Codes that have been pre-listed on **FORM D**.

1. Standard Features. The following features must be included in all items bid pursuant to this Invitation:

- Seating for a minimum of five (5) firefighters.
- A Minimum of three (3) SCBA seats in stationary cabs, four (4) SCBA seats in all others.

- For 75-99 ft., 500 lb. capacity apparatus (For Steel & Aluminum), a minimum 400 bhp diesel engine.
- For all other Products, minimum 450 bhp diesel engine (w/EVS4000 Transmission)
- All engines must meet current EPA standards.
- Allison **EVS-3000** Automatic Transmission
- Engine exhaust auxiliary brake
- Full Anti-Lock Braking System
- Power Steering
- Air Brakes with min. 16 cfm compressor
- 1500 gpm single stage fire pump
- Polypropylene/fiberglass water tank:
- For 75-99 ft. Aerials, Single Axle, with a rated capacity of 500/750 lbs. (steel or aluminum construction), a 300 gallon minimum polypropylene or fiberglass water tank.
- For 75-99 ft. Aerials, Tandem Axle, with a rated capacity of 500/750 lbs. (steel or aluminum construction), a 500 gallon minimum polypropylene or fiberglass water tank.
- For all 100'+ apparatus with platform, a 150 gallon minimum polypropylene or fiberglass water tank.
- Two (2) Transverse preconnect hose beds.
- Ground ladders mounted in totally enclosed compartment(s) with doors, and providing access from the rear of the apparatus.
- Left side pump operator's control panel.
- Heater/Defroster in Cab area.
- Air Conditioning in Cab area.
- For 45-65 ft. Mini-Aerials, Tandem Axle (19,000 lb. GVW), 1250 gpm single stage fire pump, (steel or aluminum construction), 300 gallon minimum polypropylene or fiberglass water tank, aluminum body.

2. Requirements by Apparatus Type.

(a) Aerials Fire Apparatus with 1,500 gpm single-stage fire pumps shall be compliant with the following

NFPA 1901 chapters regarding apparatus requirements:

Chapter 5: Pumper Fire Apparatus

Chapter 8: Aerial Fire Apparatus

- All optional apparatus models offered in any bid response shall be in compliance with NFPA 1901, latest edition for the specific apparatus offered.

Note: Optional deletion of fire pump shall be offered as a priced option on **FORM E**.

IV. PUMPER FIRE APPARATUS

In addition to the latest edition of NFPA Standard 1901, Products bid hereunder must also comply with all **H-GAC** specifications and requirements herein. The Pumper Fire Apparatus covered by this Invitation are defined by the Product Codes that have been pre-listed on **Form D**.

1. Standard Features Required in Base Bid Response.

- **Commercial Cabs:** 2 or 4 door cab with doors on left and right sides of apparatus
- **Custom Cabs:** 4 door cab with doors on left and right sides of apparatus
- Minimum three (3) SCBA seats in stationary cabs, four (4) SCBA seats in all others; there is no requirement for SCBA seating in 2-door Commercial Cabs
- Minimum 300 bhp diesel engine, 2-Door Commercial Cabs.
- Minimum 320 bhp diesel engine, 4-Door Commercial Cabs.
- Minimum 325 bhp diesel engine, Custom Cabs w/1250 gpm pump
- Minimum 350 bhp diesel engine, Custom Cabs w/1500 to 2500 gpm pump

Note: All engines offered shall meet current EPA standards.

- Allison **EVS-3000** Automatic Transmission for apparatus w 1250 gpm pump
- Allison **EVS-3000** Automatic Transmission for apparatus w/1500 to 2500 gpm pump
- Engine exhaust auxiliary brake shall be provided in all apparatus
- Full Anti-Lock Braking System
- Power Steering
- Air Brakes
- Minimum **750** gallon polypropylene or fiberglass water tank for pumper bodies, **500** gallon (mini-pumper)
- Minimum **1800** gallon polypropylene, fiberglass or **stainless steel** water tank for pumper/tanker bodies **on single rear axle**
- 1250 gpm single stage fire pump, Commercial Cabs.
- 1250, 1500 to 2500 gpm single stage fire pump, Custom Cabs
- Fuel Tank (minimum) – 40 gallon (commercial chassis), 50 gallon (custom chassis)
- **Commercial Cabs (Light/Medium)**
- 2 Door Models (4 Door Models may be listed as options)
- 300 bhp diesel engine (optional engines to be priced on **Form E**)
- Automatic Transmission (optional transmissions to be priced on **Form E**)
- Front axle rating (min.) – 7,000 lbs. (2-Door Cab)
- Single Rear axle rating (min.) – 12,000 lbs. (2-Door Cab)
- Heater/Defroster/Vent/Air Conditioning
- Constructed on standard straight frame rail chassis.
- Fuel Tank – 40 gallon (minimum).
- ABS Braking System.

2. Tanker Apparatus Pumps

Pumps, portable and PTO will be allowed on tankers. Minimum pump capability will be 250 gmp@150 psi, per NFPA 1901, 2009 Mobile Water Supply Apparatus, Chapter 14.

- 250, 350, 450, 500, 750 or 1000 gpm single state PTO or portable fire pump.

Note: Bidder shall list optional pumps as priced options on **Form E**.

3. Water Tanks

(a) Tank Construction.

Water tank capacity (pumpers) shall be a minimum rated **750 gal** (2850 L) as provided in the base bid response. Mini-Pumpers **500** gallon. Other sizes shall be offered as Priced Options on **FORM E**.

4. Mobile Water Supply Apparatus Water.

Water Transfer (Mobile Water Supply). The bidder shall provide pricing for tanker configurations of 1,800 gallons to 4,000 gallons including chassis requirement changes to accommodate the extra weight.

V. AIRCRAFT RESCUE & FIRE FIGHTING VEHICLES

Products bid hereunder must comply with the latest Edition of NFPA Standard 414 (Standard for Aircraft Rescue and Fire-Fighting Vehicles). The Aircraft Rescue & Fire-Fighting Vehicles covered by this Invitation are defined by the Product Codes that have been pre-listed on **Form D**.

[END OF SECTION "B"]



SECTION C - H-GAC FORMS

(Rev 12/02/09)

For Use In Responding To Competitive Bid And Proposal Invitations

Invitation No.: FS12-15A

Title: Fire Service Apparatus (All Types)

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 G:	Special Statement of Warranty

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 handwritten this Form. Information must be typed in.)

Invitation No.: FS12-15A

Invitation Title: Fire Service Apparatus (All Types)

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.: FS12-15A

Title: Fire Service Apparatus (All Types)

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☐ Offeror is a HUB, as detailed below.☐ Offeror is not a HUB.Designation(s): ☐ HUB ☐ DBE ☐ MBE ☐ WBE ☐ Other _____

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.

☐ Subcontractor List attached.☐ No Subcontractors will be used.

FORM C - RESPONSE CHECKLIST

Procurement No.: FS12-15A

Title: Fire Service Apparatus (All Types)

Offeror: _____

This *FORM* is provided to help insure that all required Response elements have been completed and included, or certified as being available upon request. **Responses that do not comply with all requirements may be considered non-compliant.** Offeror's signatory must review each item below, and certify by initialing in the space to the right.

This Response Includes:		Init.
1	An "Original" hard copy of the <u>COMPLETE</u> submission, including all required <i>FORMS</i> , plus one <u>COMPLETE</u> copy, each in a separate hard-sided 3-ring binder.	
2	A copy of the <u>COMPLETE</u> submission, including all required <i>FORMS</i> , in electronic format (CD, DVD, flash drive). Forms D & E are to be provided in an excel format.	
3	<i>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 <u>Apparatus Manufacturer</u>, <u>Franchised Texas Dealer</u> and those dealers outside Texas who have current or past sales through the program (Note: <u>All other sales outside Texas should be coordinated through the manufacturer when possible</u>). In those cases where sales must go through a dealer due to franchise agreements, Form A's will be accepted from those dealers. For those only bidding conversions (i.e. brush trucks, light rescues), Form A's from in-state commercial chassis dealers for the underlying chassis make being quoted should be provided.</i>	
4	A Form W-9 - Request for Taxpayer Identification Number and Certification shall be provided from each entity that has submitted a Form A for this submission.	
5	The required list of References .	
6	Details of " Service Organization ", including locations, hours, personnel and parts/service availability. (Applies to hard goods only.)	
7	Complete Warranty Documentation for all Products offered.	
8	The manufacturer's latest Specification Documents detailing standard features, operating characteristics, etc., for all products offered. Note: Bidder shall supply a spec/quote sheet for each product code bid on Form D . These sheets should detail what features are included in the price quoted on Form D .	
9	Form CIQ , if required by law, completed and signed. (The Form, and instructions for its use, can be found at: http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm) If Form CIQ does not apply, put "N/A" in the box to the right.	
10	If the Non-Resident Reciprocal Bid Act applies, a copy of your state statute and a determination of the status of Texas bidders/proposers in your home state. If not applicable, indicate "N/A"	
11	If offer includes motor vehicles to be sold in Texas, copies of all current licenses as required by the Texas Motor Vehicle Commission.	
12	A Bid/Proposal Bond , or Cashier's Check in the amount of \$3000 . (A percentage bond is NOT acceptable.)	n/a

H-GAC 'FORM D' - PRODUCT ITEM BASE OFFERING PRICES

Offeror Name:	
Invitation No.:	FS12-15A - Fire Service Apparatus (All Types)

Note: All products listed below are to be considered as base model/units for purposes of this Invitation and any subsequent contract. The Bidder shall determine which Product Codes to bid and shall fill in a bid price in the appropriate cell. Bidder may then bid upgrades or downgrades to different product codes as options on **Form E**, with pricing equal to the differential amount between the base Product Item price and the upgrade or downgrade being offered. Bidders are to provide pricing for options and accessories as explained in Sections A and B, as well as specific apparatus variations as listed below:

1. Other available Cab/Chassis manufacturer choices for apparatus built on a commercial cab/chassis.
2. Different available cab designs (2/4 Door/Tilt Cab etc.)
3. Cab/Body sheet and structural metal choices (Galvanneal, Formed/Extruded Aluminum, Stainless Steel)
4. Available rear axle configurations (Single/Tandem/Tandem Front Steering/Triple Rear)
5. Different fire pumps and mounting locations (1250/1500/2500 GPM Pump/Rear and Mid-Mounted)
6. Various body configurations (Walk-In/Non-Walk-In Body) for Rescue, Re-Hab, Hazmat, Mobile Command Centers
7. Aerial Categories (Construction/Turntable Positions/Aerial Device Functions)

IMPORTANT: Bidder MUST submit copies of the following with their bid:

(1) A copy of each participating bidder/dealer's **TxMVD dealer license** identifying the make/brand of apparatus being bid.

(2) *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 Apparatus Manufacturer, Franchised Texas Dealer and 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 dealers. For those only bidding conversions (i.e. brush trucks, light rescues), **Form A's** from in-state commercial chassis dealers for the underlying chassis make being quoted should be provided.*

(3) A copy of the bidders and/or manufacturers's **Texas Motor Vehicle Converter license** (where applicable).

Note: The above requirements must be met prior to any contracts being issued.

Product Code	Model & Description (Note: Bid only the base Item/Model on this Form . No changes/modifications to Form D descriptions will be accepted and will result in bid item being deemed non-compliant. Bid available options noted above on Form E)	Base Offered Price
T. Pierce		
E. Pumper/Tankers & Tankers		
TE01	Freightliner 2 Door, Single Axle Tanker, Aluminum Body w/2000 water & 500 pump	
TE02	International 2dr Single Axle Tanker, Aluminum Body w/2000 water & 500 pump	
TE03	Kenworth 2dr Single Axle Tanker, Aluminum Body w/2000 water & 500 pump	
TE04	Peterbilt 2dr Single Axle Tanker, Aluminum w/2000 water & 500 pump	
TE05	Pierce Saber, 4-Door, Full-Tilt, Aluminum Cab, Pumper/Tanker, Aluminum Body, Single Axle, 1000 GPM Pump, Mid-Mounted	
TE06	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Pumper/Tanker, Aluminum Body, Tandem Axle, 1000 GPM Pump, Mid-Mounted	
TE07	Freightliner 2dr, Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	
TE08	International 2dr Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	
TE09	Kenworth 2dr Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	

FORM E - PUBLISHED OPTIONS**Procurement No.:****FS12-15A**

**Offeror
Name:**

- 1) Bid each Option on a single separate line. Bidder is responsible to identify each item with a specific code or part number.
- 2) Use a single **Form E** for ALL items. Add/Insert additional lines as necessary.
- 3) Completely describe each option, including manufacturer's code or part numbers as appropriate. Each item listed **MUST** have a unique code or part number.
- 4) Options which replace standard equipment on a base bid Item on Form D should be priced net of any credit due for the replaced item.
- 5) Options which are shown as upgrades/downgrades of a base bid item on Form D should be priced at the differential amount between the base bid item and the option.
- 6) You encouraged to offer specific manufacturer's catalogs (eg. Whelan, Fed Signal, etc.) as options, with 'List Less' or 'Cost Plus' percentages for pricing. Copy of catalog should be supplied w/bid.

Note: Bidder must identify each option bid with an identifying Code or Part No. that should be referenced on all Contract Pricing Worksheets

Code or
Part No.

Option Description

**Offered
Price**

FORM G:	SPECIAL STATEMENT OF WARRANTY
FS12-15A	"Fire Service Apparatus (All Types)"
<p><i>This form shall be completed by the MANUFACTURER and signed by one of its Corporate Officers. No agent signature shall be acceptable on this document.</i></p> <p>_____, the "Manufacturer", warrants each newly manufactured Fire Apparatus, to the original user/purchaser only for the specified periods stated below, from the date of acceptance, ordinary wear and tear excepted:</p>	
Component:	Warranty:
•Cab & Chassis	One (1) year, parts & labor
•Chassis Frame Rails	Five (5) years, parts & labor
•Diesel Engine	Five (5) years, parts & labor
•Transmission	Five (5) years, parts & labor
•Fire Pump	One (1) year, parts & labor
•Fire Pump Panel Gauge	One (1) year, parts & labor
•Water Tank	Twenty (20) years, parts & labor
•Apparatus Body	One (1) year, parts & labor Ten (10) years, rust/corrosion penetration Ten (10) years or 100,000 miles, structural warranty Three (3) years, paint
•Aerial Device	Twenty (20) years, structural Two (2) years, hydraulic components One (1) year, parts and labor One (1) year, waterway
<p>The Manufacturer's obligations under this warranty shall be specifically limited to replacing or repairing, as the Manufacturer may elect, any part or parts of such product which to the Manufacturer's examination discloses to be defective in material or workmanship.</p> <p>Any part or parts considered to be covered by the conditions of this warranty shall be returned, freight prepaid, to the Manufacturer's factory located at _____</p> <p>or to such other location as may be approved in advance by the Manufacturer. Replaced or repaired parts determined to be included within the warranty shall be F.O.B. to the End User's physical location. Freight and labor to reinstall parts shall be paid by the Manufacturer.</p> <p>The Manufacturer's warranty shall not apply to the following:</p> <ul style="list-style-type: none"> • Wear items. • Normal adjustments and maintenance services. • Failures resulting from the product being operated in a manner not in accordance with the operation manual or for a purpose not recommended by the Manufacturer. • Any product which shall have been repaired, modified, or altered in any way so as to have been adversely affected the units stability or reliability. • Items subjected to misuse, negligence, accident, or improper maintenance. • Loss of time or use of the product, inconvenience or other incidental expenses. <p>Any trade accessory that has its own warranty shall have said warranty document attached with the bid response. If a separate warranty equal or exceeding is not attached, then the Manufacturer warrants any trade accessory not specifically covered by a separate warranty.</p> <p>Nothing contained in this warranty shall make the Manufacturer, liable beyond the express limitations hereof, for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure of the product (except as covered by Product liability insurance).</p> <p>THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATIONS, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.</p>	
MANUFACTURER:	
Corporate Officer Signature:	
Printed Name and Title:	
WARRANTY ADMINISTRATOR:	
Printed Name and Title:	
Date:	

This is a sample of the contract that will be sent to you for execution IF you are recommended for a contract award. Do NOT complete and return with your Response.

A CONTRACT BETWEEN **HOUSTON-GALVESTON AREA COUNCIL**, Houston, Texas AND _____

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 100, Houston, Texas 77027, AND, _____ hereinafter referred to as the **CONTRACTOR**, having its principal place of business at _____.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a _____ Contract to become effective as of _____, and to continue through _____ (the "Contract"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of _____ offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell _____ through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: _____, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: _____, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's** **H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on

any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. ***EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.***

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless,

within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER**, **CONTRACTOR'S** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

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

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR**.

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR**.

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

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

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR**, **H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER**, **CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC**. Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC**'s Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC**'s order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR**.

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER**'s purchase order is placed.

ARTICLE 21: PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, **CONTRACTOR** agrees to provide a Performance Bond at the request of **END USER** within ten (10) days of receipt of **END USER**'s purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the **END USER**. Failure of **CONTRACTOR** to provide such performance bond within ten (10) days of receipt of **END USER**'s order may constitute a total breach of contract and shall be cause for cancellation of the order at **END USER**'s sole discretion. **END USER** may choose to delete the requirement for a Performance Bond at **END USER**'s sole discretion. If the bond requirement is waived, **END USER** shall be entitled to a price reduction commensurate with the cost that would have been incurred by **CONTRACTOR** for the bond.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

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

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD /IF APPLICABLE/

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR** shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston Area Council**, Houston, Texas: _____
Jack Steele, Executive Director

Attest for **Houston-Galveston Area Council**, Houston, Texas: _____
Deidre Vick, Director of Public Services
Date: _____, 20__

Signed for _____

Printed Name & Title: _____ Date: _____, 20__

Attest for _____

Printed Name & Title: _____ Date: _____, 20__

[illegible]

**COOPERATIVE PURCHASING PROGRAM
FIRE SERVICE APPARATUS**

Background

H-GAC received and opened one competitive bid for Fire Service Apparatus on November 17, 2015.

- Siddons-Martin Emergency Group *

Denton, TX

*Joint Bid

Current Situation

H-GAC staff evaluated the response and recommends this bid (consisting of four vendors).

Funding Source: Participating local government purchasers

Budgeted: NA

Action Requested

Request authorization to contract with lowest responsible bidder for FS12-15A product code on the Award Recommendation Table below. Award is subject to certification of required Texas Motor Vehicle Licensing.

FS12-15A Award Recommendation Table

Product Code Awarded	Awardees
T. Pierce	
TE01-TE09	Siddons-Martin Emergency Group Pierce Manufacturing Inc.; Emergency Equipment Professionals, Inc.; Atlantic Emergency Solutions Inc

Attachment A
Pierce Manufacturing Inc.
Fire Service Apparatus (All Types)
Contract No. FS12-15A

T. Pierce		
E. Pumper/Tankers & Tankers		
TE01	Freightliner 2 Door, Single Axle Tanker, Aluminum Body w/2000 water & 500 pump	\$210,787.00
TE02	International 2dr Single Axle Tanker, Aluminum Body w/2000 water & 500 pump	\$212,711.00
TE03	Kenworth 2dr Single Axle Tanker, Aluminum Body w/2000 water & 500 pump	\$212,880.00
TE04	Peterbilt 2dr Single Axle Tanker, Aluminum w/2000 water & 500 pump	\$222,014.00
TE05	Pierce Saber, 4-Door, Full-Tilt, Aluminum Cab, Pumper/Tanker, Aluminum Body, Single Axle, 1000 GPM Pump, Mid-Mounted	\$381,894.00
TE06	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Pumper/Tanker, Aluminum Body, Tandem Axle, 1000 GPM Pump, Mid-Mounted	\$448,334.00
TE07	Freightliner 2dr, Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	\$236,647.00
TE08	International 2dr Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	\$242,332.00
TE09	Kenworth 2dr Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	\$237,931.00

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
PIERCE MANUFACTURING INC.
Appleton, Wisconsin

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Pierce Manufacturing Inc.**, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 2600 American Drive, Appleton, Wisconsin 54914.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a **Fire Service Apparatus (All Types)** Contract to become effective as of February 1, 2016, and to continue through November 30, 2017 (the "Contract"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Fire Service Apparatus (All Types)** offered by the **CONTRACTOR** in states other than Texas. The **CONTRACTOR** agrees to sell **Fire Service Apparatus (All Types)** through the **H-GAC** Contract to **END USERS** in states other than Texas.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: **FS12-15A**, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: **FS12-15A**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's** **H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, CONTRACTOR shall notify H-GAC within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure.

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

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

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

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Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

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

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

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

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

ARTICLE 20:**LIQUIDATED DAMAGES**

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

ARTICLE 21:**PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS**

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.

ARTICLE 22:**CHANGE OF CONTRACTOR STATUS**

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

ARTICLE 23:**LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD (IF APPLICABLE)**

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston
Area Council, Houston, Texas:


Jack Biber, Executive Director

Attest for Houston-Galveston
Area Council, Houston, Texas:


Deidre Vick, Director of Public Services

Date: November 29, 2016

Signed for Pierce Manufacturing Inc.
Appleton, Wisconsin:



Printed Name & Title: Michael E. Pack, Vice President, Finance

Date: 1/26 2016

Attest for Pierce Manufacturing Inc.
Appleton, Wisconsin:



Printed Name & Title: Kelly Quinn, Executive Assistant

Date: January 26, 2016



EL DORADO HILLS FIRE DEPARTMENT

"Serving the Communities of El Dorado Hills, Rescue and Latrobe"

May 15, 2017

To: Board of Directors
From: Jessica Braddock, Director of Finance & Stacey Sheston, Special Counsel
RE: Request for Leave/Cost Information

Dear Board Members:

We were asked to gather information relating to the frequency, duration, and cost of long-term leaves taken in recent years by District employees.

Methodology

For purposes of this analysis, we defined a "long-term leave" as any sick or unpaid leave taken for a duration longer than one month (including light duty, if applicable). Typically, one month of leave would be five (sometimes four) tours of duty spanning 48-hours. Short term illness and injury related leaves, as well as discretionary leaves like vacation or compensatory time off, were not included.

In general terms, longer term leaves arising from serious health conditions are the sort of leave the District is required to provide under various state and federal laws such as the Family and Medical Leave Act, the California Family Rights Act, and the California Pregnancy Disability Leave law, as well as through the workers' compensation benefit process. The District's MOU with the fire unit, however, permits employees to "defer" their protected leave under these laws until they have exhausted their accrued leaves. The result is that there are a number of situations where the District has agreed to provide potentially long-term paid leave in addition to leaves required by law. Further, for work-related injury leaves, when an employee is receiving wage replacement benefits under California Labor Code section 4850, the leave time cannot be designated as CFRA leave, which would not begin until after the 4850-period had expired.

When a fire safety employee is absent, minimum staffing requirements usually require the District to "backfill" the absent employee's shifts with another employee, which generates an overtime cost to the District.

The data in the table below relates to leaves and associates costs for leaves occurring between 1/1/2014 through 4/26/2017. While every effort was made to ensure the accuracy of this data, some time and cost estimates were used (i.e. wage rates for backfill OT and number of hours backfilled). Cost data includes wages only and does not factor in the cost of associated benefits (pension, medical, etc.)

“Light duty” is a period of modified duty that often follows a medical leave of absence when an employee is subject to certain work restrictions. A safety employee assigned to light duty typically performs some form of office work, so his or her regular fire safety shift must be covered through an overtime assignment.

The chart below depicts only cost items, but there is one type of “offset” that applies in some circumstances. At retirement, an employee may “cash out”¹ up to 60% of his or her accrued sick leave, which would come out of the District’s accrued leave liability in that year of retirement. (The remaining accrued sick leave can be used to obtain additional CalPERS service credit, which can enhance the retiree’s benefit but does not have a corresponding direct cost to the District.) Use of sick leave during a long-term leave reduces the liability the District carries on its books for that portion of the accrued leave that is subject to cash out.

Please see the table below for a summary of the cost data we gathered:

	Workers’ Compensation	Long-Term Leave (excluding W/C)	Total All Incidents
Total Number of Leave Incidents	30	11	41
Incidents Followed by Light Duty	7	4	11
Average Duration of Leave (Hours)	242	1,258	
Minimum Duration of Leave (Hours)	1	247	
Maximum Duration of Leave (Hours)	1,824	2,665	
Estimated 4850 Cost (Net of Insurance Recovery)²	\$67,740	N/A	\$67,740
Estimated Cost of Backfill (OT)	\$460,080	\$808,817	\$1,268,897
Estimated Cost of Light Duty (wages only for employee on LD)	\$76,477	\$125,940	\$202,416
Total Estimated Cost	\$604,296	\$934,757	\$1,539,053

¹ Note: An employee’s wages tend to increase over time, so typically the amounts “cashed out” at retirement are paid at a higher hourly rate than if they had been paid out as sick leave earlier in the employee’s career.

² Safety employees on workers’ compensation leave are often eligible for “4850 benefits,” which entitle them to full salary continuation during the disability leave. This is in contrast to the typical workers’ compensation benefit of approximately 2/3 of the employee’s salary. The difference – i.e. the extra 1/3 – is paid by the District, not the District’s workers’ compensation insurance carrier. The “net” figure above relates to that 1/3 District share.

Current Year

The current fiscal year is included in the data above, but we have also broken it out as its own category. In Fiscal Year 2016/17 to date, we have had 8 Workers' Compensation related incidents that resulted in any time off, 4 of which included a light duty period during the transition back to full duty. The total estimated cost of these incidents FY to date, including overtime, 4850 cost, and light duty, is \$120,365.

In addition to the Workers' Comp leaves, we have had 5 long-term employee leaves in Fiscal Year 2016/17 to date, one of which included a light duty transition period. The total estimated cost of these incidents FY to date, including overtime and light duty, is \$291,558.

Conclusion

We hope you find this information useful, and we are happy to discuss questions or receive Board direction as to any follow up steps the Board desires.

JB/SS

C: Michael Cook, Esq., General Counsel (via email)



Valley View Sports Park

MAY THE

FOURTH @ 5pm

BE WITH YOU

1661 Blackstone Parkway

Park Party!

Bring your picnic, we'll provide the free fun and dessert!
Special performance by Magic Ken

**STAR
WARS**
costumes
encouraged!

Information or questions:
916-614-3215 or
mcottrell@edhcsd.org



Lakehills Fire Safe Council El Dorado Hills, California

5/9/17

El Dorado Hills Fire Department
c/o Fire Marshal Cox
1050 Wilson Blvd.
El Dorado Hills, CA 95762

Dear Marshall:

Thank you for attending and supporting the Lakehills Fire Safe Council's annual Firewise Event on Sunday, May 7th. As you heard during our presentation, this was the Council's 5th Firewise event.

The Lake Forest Park event was quite the success and the educational "Evacuation" presentation was very well received. Your participation with the presentation was much appreciated. My count for the Firewise Event was about 115 guests. I think it's one for the records! We had people from Lakehills, Southpointe, Lakeridge Oaks, Marina Woods, Waterford and Lakepoint View.

Please extend our appreciation to Station 84 for their attendance and support. The fire truck in the parking lot was very physical evidence of our continued partnership with the EDHFD!

Thanks to EDHFD for all you do and keeping us educated and safe. The Council's goal is for citizens to understand personal responsibility and to recognize how individual awareness helps the first responders.

Please share our appreciation and successful outreach with Chief Roberts and Station 84, as appropriate.

Regards,

A handwritten signature in black ink, reading "Peggy Willis". The signature is fluid and cursive.

Peggy Willis
Secretary, Lakehills Fire Safe Council
561 Guadalupe Drive
El Dorado Hills, CA 95762
(916) 933-3238

EDHFD Station 85,

4/23/17

Many thanks to the crew who
came to help me during my medical
emergency on Wednesday, March 29.
Your care and professionalism
helped me through a difficult time.
Special thanks to Chris for
his kindness and patience.

I am on the road to recovery
and doing well. Sincerely, Orlen