



NOTICE TO BIDDERS

The City of Edinburg is soliciting sealed bids to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays. Bids shall be addressed to: **CITY OF EDINBURG, C/O CITY SECRETARY, 415 W. UNIVERSITY DRIVE, P.O. BOX1079, EDINBURG, TX 78540.**

Bids will be received until **3:00 p.m. Central Time**, on Monday, **April 5, 2021 at 3:00 p.m.**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any bid received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures. The Bid shall be for:

**BID # 2021-19
EDINBURG FIRE DEPARTMENT
BRUSH/WILDLAND TRUCK
NWCG TYPE 5 WILDLAND ENGINE 4 DOOR, DIESEL, 4X4
CDBG Grant: B-20-MC-48-0503**

A Pre-Bid virtual meeting will be held Via Zoom at 10:15 a.m., Monday, March 29, 2021. Please use the credentials below to attend this meeting.

Join Zoom Meeting

<https://cityofedinburg.zoom.us/j/84126790268?pwd=emgxZG01T0tXWVhMTHFtb2J0ZDlZUT09>

Meeting ID: 841 2679 0268

Passcode: 867488

Dial by your location

+1 346 248 7799 US (Houston), +1 253 215 8782 US (Tacoma), +1 669 900 9128 US (San Jose), +1 312 626 6799 US (Chicago), +1 646 558 8656 US (New York), +1 301 715 8592 US (Washington DC)

This project is being funded in whole or in part by the Community Development Block Grant Program (CDBG). All related federal CDBG requirements will apply. Bidders will be required to comply with the President's Executive Order No. 11236 and Order No. 11375 which prohibits discrimination in employment regarding race, creed, color, sex, or national origin. Bidder must also comply with the Title VI of the Civil Rights Act of 1964, Section 504, Minority and Women Owned Business Enterprise standards, affirmative action requirements, the Davis-Bacon and Related Acts, the Copeland "Anti-Kickback" Act, the Contract and Work Hours and Safety Standards Act, Federal Labor Standards Provisions HUD-4010, Section 3 requirements per the US Department of Housing and Urban Development Act of 1968, and all contract procurement provisions listed in 2 CFR Part 200, Appendix II, as applicable.

Prospective contractors are required to obtain a Data Universal Number System (DUNS) number and must also be registered in the System for Award Management (SAM) database prior to award of a contract or agreement. Registration for DUNS can be completed at <http://fedgov.dnb.com>. Registration for the SAM database can be completed at www.sam.gov. All contractors and/or subcontractors who are debarred, suspended, or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in

full under this project.

“The City of Edinburg is an Equal Employment Opportunity Employer”

If you have questions or require additional information regarding this bid, you may contact LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W UNIVERSITY DRIVE, Edinburg, TX 78541 at (956) 388-1895 or via e-mail to the following: lfuentes@cityofedinburg.com

The City of Edinburg reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities and to accept the bid deemed most advantageous to the City, and hold the bids for a period of 60 days without taking action.

Bids must be submitted in an envelope, sealed with tape and prominently marked on the lower left hand corner of the bid envelope with corresponding bid number and title.

CITY OF EDINBURG INSTRUCTIONS TO BIDDERS

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the SERVICES offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the SERVICES be provided as specified.

PURPOSE

The purpose of these specifications/requirements and bidding documents is for the **FIRE DEPARTMENT BRUSH/WILDLAND TRUCK, NWCG TYPE 5 WILDLAND ENGINE 4 DOOR, DIESEL, 4X4** for the City of Edinburg.

1. The ITEMS to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF BID

Bids will be submitted in sealed envelopes upon the blank bid form attached hereto. Submit three (3) complete sets of the bid, one (1) original marked "**ORIGINAL**," and two (2) copies marked "**COPY**". Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM, complete with all supporting documentation. Bids submitted by facsimile (fax) or electronically will **NOT** be accepted. Submittal of a bid in response to this solicitation for Bids constitutes an offer by the Bidder. Bids which do not comply with these specifications/requirements may be rejected at the option of the City. Bids must be filed with the City of Edinburg, before opening day and hour. No late Bids will be accepted. They will be returned to Bidder unopened (if properly identified).

If Hand-delivering Bids: 415 West University Drive, c/o City Secretary Department (1st Floor)
If using Land Courier (i.e., FedEx, UPS): 415 West University Drive, c/o City Secretary Department (1st Floor), Edinburg, Texas 78541
If Mailing Bids: P.O. Box 1079, Edinburg, TX 78540-1079

PREPARATION OF BID

Bids **MUST** give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.

Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

ALTERATIONS/AMENDMENTS TO BID

Bids **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

INSTRUCTIONS TO BIDDERS (Continued):

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE

If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

DELIVERY

Number of days required to deliver ITEMS after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete delivery no later than September 15, 2021.

DELAY IN SERVICE DELIVERY

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such ITEMS elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

VALID BID TIME FRAME

The City may hold bids 60 days after bid opening without taking action. BIDDERS shall be required to hold their Bids firm for the same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

INSTRUCTIONS TO BIDDERS (Continued):

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" **must** reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof. The City reserves the right to award each item separately or individually, award to one or multiple vendors, and accept the proposal deemed most advantageous to the City.

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent at 956-388-1895 and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at www.cityofedinburg.com.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after ITEMS have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package ITEMS OR SERVICES is used its meaning shall refer to the FIRE DEPARTMENT BRUSH/WILDLAND TRUCK, NWC TYPE 5 WILDLAND ENGINE 4 DOOR, DIESEL, 4X4, as specified.

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the designated individuals as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via

INSTRUCTIONS TO BIDDERS (Continued):

Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

RIGHT TO WAIVE

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold bids **60** days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

INSTRUCTIONS TO BIDDERS (Continued):

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid, unit prices/rates -v- totals, unit prices/rates will govern.

AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of SERVICES.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only

INSTRUCTIONS TO BIDDERS (Continued):

to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

AWARD

For purposes of this project, award will be contingent on approval of budget.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

STANDARD INSURANCE REQUIREMENTS

Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of \$5,000 - \$14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

QUESTIONS AND CLARIFICATIONS

Questions and clarifications that change or substantially clarify the Invitation to Bid will be affirmed in writing and copies will be provided to all firms on record responding to BID. **Any inquiries to this BID must be submitted to Ms. Lorena Fuentes, Purchasing Agent, at the following e-mail address: lfuentes@cityofedinburg.com no later than March 26, 2021 at 3:00 p.m.**

INSTRUCTIONS TO BIDDERS (Continued):

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

The following insurance requirements will be included in all City contracts of \$15,000 or more.

- (1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.
- (2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.
- (3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$100,000 each employee/\$500,000 policy limit
Comprehensive General Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
Comprehensive Auto Liability Bodily Injury	\$100,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

INSTRUCTIONS TO BIDDERS (Continued):

City's Protective Liability	
Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

BID BOND REQUIREMENTS – CONSTRUCTION PROJECTS ONLY

If the contract amount is over twenty-five-thousand dollars (\$25,000) for construction of the project, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the State of Texas, in accordance with Article 5160, Vernon's Texas Civil Statutes, and amendments thereto. A payment bond in the full amount of the contract price to assure payment shall be required by law of all persons supplying labor and material in the execution of the project provided for in the contract documents.

A bid guarantee equivalent to five percent (5%) of the bid price will be required from each bidder. The "bid guarantee" shall consist of a firm commitment, such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

A performance bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A payment bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract documents.

Bidders are expressly advised to review the contract documents fully and insurance requirements of the proposed contract as to their legal requirements and the causes which may lead to the disqualification of a bidder and/or rejection of a bid proposal. No bid may be withdrawn within a period of sixty (60) days after the date fixed for opening the bids. Unless all bids are rejected, the Owner will give Notice of Award of Contract to the successful bidder as soon as possible consistent with the time for a thorough analysis of bids submitted. Bidders are expected to inspect the site of work and to inform themselves regarding all local conditions which may affect their bid.

HOUSE BILL 89 VERIFICATION

I, _____, the undersigned representative of
_____, (Company or Business name) (hereafter referred
to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-
above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

**3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List
located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>**

Pursuant to Section 2270.001, Texas Government Code:

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

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

SIGNATURE OF COMPANY REPRESENTATIVE:

TYPE/PRINT NAME AND TITLE:

DATE:

**REQUEST FOR BIDS FOR THE FIRE DEPARTMENT
BRUSH/WILDLAND TRUCK/ NWCG TYPE 5 WILDLAND ENGINE 4 DOOR, DIESEL, 4X4**

BID NO. 2021-19

BID OPENING DATE: April 5, 2021 at 3:00 p.m.

It is the intent of this Request for Bids to describe and ultimately make it possible for the City of Edinburg to purchase **FIRE DEPARTMENT BRUSH/WILDLAND TRUCK/ NWCG TYPE 5 WILDLAND ENGINE 4 DOOR, DIESEL, 4X4.** You are invited to submit a sealed bid for the purchase of the Brush/Wildland Truck as described in the attached bid specifications document.

Bid must meet specifications or must be equal to. All bids must exhibit exact item and any exceptions must be listed per line item.

FIRE DEPARTMENT
BRUSH/WILDLAND TRUCK/ NWCG TYPE 5 WILDLAND ENGINE 4 DOOR, DIESEL, 4X4

BID NO. 2021-19

BID OPENING DATE: April 5, 2021 at 3:00 p.m.

I/We submit the following bid in ORIGINAL FORM for FIRE BRUSH/WILDLAND TRUCK/ NWCG TYPE 5 WILDLAND ENGINE 4 DOOR, DIESEL, 4X4 according to City of Edinburg requirements, less tax:

NOTE: In addition to responding to our "local" solicitation for bids/proposals vendors/contractors are encouraged to provide pricing on the above referenced items/products/services based on Buyboard, H-GAC, TXMAS and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas (any and all applicable fees must be included). All cooperative pricing must be submitted on or before bid/proposal opening date and hour.

CHECK ONE

☐ **BUYBOARD** ☐ **H-GAC** ☐ **TXMAS** ☐ **DEALER/LOCAL**
☐ **TX DIR** ☐ **TFC** ☐ **OTHER** _____

Specify

CONTRACT NUMBER: _____ COMMODITY NUMBER: _____
(If applicable) (If applicable)

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE
1	1	FIRE BRUSH/WILDLAND TRUCK/ NWCG TYPE 5 WILDLAND ENGINE 4 DOOR, DIESEL, 4X4	\$ _____

Note: The City reserves the right to consider each group as a separate bid and award any or all, whichever may be more advantageous to the City. The City reserves the right to increase or decrease the quantities depending on availability of funds.

**BID FORM FOR:
BRUSH/WILDLAND TRUCK/ NWCG TYPE 5 WILDLAND ENGINE 4 DOOR, DIESEL, 4X4
(Continued):**

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.

Does the Company have an office located in Edinburg, Texas? Yes _____ No _____

Has the Company ever conducted business with the City of Edinburg? Yes _____ No _____

Respectfully submitted this _____ day of _____, 2021.

SIGNATURE: _____

TYPE/PRINT NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE NO.: _____

FAX NO.: _____

EMAIL: _____

**BID FORM FOR:
BRUSH/WILDLAND TRUCK/ NWCG TYPE 5 WILDLAND ENGINE 4 DOOR, DIESEL, 4X4
(Continued):**

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.

Does the Company have an office located in Edinburg, Texas? Yes _____ No _____

Has the Company ever conducted business with the City of Edinburg? Yes _____ No _____

Respectfully submitted this _____ day of _____, 2021.

SIGNATURE: _____

TYPE/PRINT NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE NO.: _____

FAX NO.: _____

EMAIL: _____



Specification for:

**NWCG Type 5 Wildland Engine 4 Door,
Diesel, 4x4**

Note: Bid must meet specifications or must be equal to. All bids must exhibit exact item and any exceptions must be listed per line item

Construction and Design

___ Meets Specs ___ Exception

ALL body and component designs are engineered. Body construction (unless otherwise noted) will be done in-house, using the best in design and materials. RBM's for body frames are among the very highest in the industry. Wiring harnesses are custom manufactured in-house and meet or exceed OEM standards. All wiring is protected, run through conduit, and distributed through one, easily accessed, sealed control box.

Chassis Operation Manual

___ Meets Specs ___ Exception

The chassis manufacturer shall provide one (1) operational manual. This manual may be in either a notebook type binder, with reference tabs or a compact disk (CD) with all the printed material in an electronic format (Adobe Acrobat PDF).

Fire Pump Operational Manual

___ Meets Specs ___ Exception

A fire pump service, instruction, and operational manual shall be supplied. This manual may be in either a notebook type binder, with reference tabs or a compact disk (CD) with all of the printed material in an electronic format (Adobe Acrobat PDF).

Foam System Operational Manual

___ Meets Specs ___ Exception

A foam system service, instruction, and operational manual shall be supplied. This manual may be in either a notebook type binder, with reference tabs or a compact disk (CD) with all of the printed material in an electronic format (Adobe Acrobat PDF).

Apparatus Operational Manuals

___ Meets Specs ___ Exception

The chassis manufacturer shall provide one (1) operational manual. This manual may be in either a notebook type binder, with reference tabs or USB thumb drive with all the printed material in an electronic format (Adobe Acrobat PDF).

APPARATUS SPECIFICATIONS:

___ Meets Specs ___ Exception

PAINT

1. Cab Color: Red
2. Cab Secondary Color: N/A
3. Description: Solid Red

CHASSIS SPECIFICATIONS

___ Meets Specs ___ Exception

One (1) International CV515 SFA Series, four-wheel drive 4x4, four (4) door cab chassis.

GVWR: 23,000#

Wheelbase: 175"

Frame: High Strength Low Alloy Steel (50,000 PSI Yield), Straight Top Flange with Contoured Bottom, Height Transitions from 7.375" (187.325mm) to 9.125" (231.775mm) to 7.625" (193.675mm); Width: 3.079" (78.21mm); Thickness: 0.3125" (7.94mm); 383.3" (9735.8mm) Max OAL

Tow Hooks: front

Front Driving Axle: Dana Spicer 60-256, 7,500#, Dana Spicer 60-256}, synthetic front axle lube

Front Suspension: 7,500#

Transfer Case: Meritor 3203 Two-Speed, Gear Drive, 3,000 lb-ft Capacity with Electric Shifting Controls, without PTO Provision

Rear Axle: Dana Spicer S16-130 Single Reduction, 15,500-lb Capacity, 190 Wheel Ends Gear Ratio: 4.30

Differential, Locking Dana Spicer Truetrac Torque Proportioning Limited

Slip

Rear Suspension: 15,500# Capacity, Vari-Rate Springs

Gear Ratio: 4.30

Hydraulic Brake System: Bosch Split System, with Four Channel ABS, Traction Control, Hydromax Brake Booster and Master Cylinder

Engine: International 6.6 (Duramax) EPA 2017, 350HP @ 2700 RPM, 700 lb-ft Torque @ 1600 RPM, 2900

RPM Engine Exhaust Brake: exhaust brake

Engine Block Heater

Cooling System: -30 degrees Fahrenheit

Bug Screen

Exhaust System: horizontally mounted right side

Manual Regen Capability

Fuel Tank: Top Draw, Plastic, Rectangular, 17" Tank Depth, 40 US Gal (151L), Includes Auxiliary Draw Port and Fuel Filler Assembly, Mounted Between Frame, Rails and Behind Rear Axle

Transmission: Allison 2700 EVS, 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Park Pawl, with 23,500-lb GVW and 26,000 GCW Max, On/Off Highway

Steering: Power

Batteries: International Maintenance-Free VARTA (2) 12-Volt 1300CCA Total

Battery Box Steel, with Plastic Cover, 2 Battery Capacity, Parallel to Rail, 28" Wide, Mounted Left Side Under Cab

Alternator: Denso SC6 Brush Type, 12 Volt 220 Amp. Capacity

Cab: Four (4) door, with tilting fiberglass front hood assembly

Cab accessories and features shall include:

- 1) Factory tinted glass - all windows
- 2) Amber DOT edge of roof clearance/marker lights
- 3) Gray interior trim with vinyl upholstery
- 4) Gray vinyl floor mat
- 5) Dual sun visors
- 6) Electric windshield washer
- 7) Electric windshield wipers with two speed switch with wash and intermittent
- 8) Bright Exterior handles at each cab door
- 9) High output heater and defroster system with electronic controls
- 10) Dual electric horns
- 11) Front turn signal lamps
- 12) Chrome Headlight Bezels
- 13) Chrome Grille

Back Up Alarm

Cab Paint: Red – Fire Chief Choice

Red Power Windows/Door Locks

Climate Control: heater, defroster, and air conditioning

Cab Mirrors: two (2) extended style mirrors, with convex mirrors

Cab Instruments: Standard /Metric

Driver's Seat: High Back with Integral Headrest, with Recline, Vinyl, Fixed Lumbar

Front Passenger's Seat: High Back with Integral Headrest, with Recline, Vinyl, Fixed Lumbar

Rear passenger seat: Bench; Full Width; Vinyl, With Fixed Back

Front Seat Belts: -Point, Lap and Shoulder Belt Type

Rear Seat Belts: (3) Two 3-Point Shoulder Belts for Driver and Outer Passenger and One 2-Point Lap Belt for Center Passenger

Printed Manuals: one (1) printed chassis operation manual.

POWER PACKAGE _____ *Meets Specs* _____ *Exception*

The chassis shall be equipped with power locks, windows, and power mirrors.

CHASSIS SUSPENSION SYSTEM _____ *Meets Specs* _____ *Exception*

A heavy duty, Leaf Spring, off road suspension system with heavy-duty off-road shocks shall be installed on the Chevrolet HD or International CV chassis. The system is designed to significantly increase wheel travel, in addition to giving the chassis increased ground clearance.

NO EXCEPTIONS *** The suspension system shall be designed and engineered for the CV chassis. *** NO EXCEPTIONS

FRONT AND REAR SUPER SINGLE TIRES AND WHEELS. 3 PIECE WHEEL. CV

_____ *Meets Specs* _____ *Exception*

There shall be four (4) super single front and rear tires, there shall be 365/80R20 22PR, severe service radial all terrain tread. The tire weight rating shall be load range "G" (22 ply, 7,830 lbs.), and the speed rating shall be "K" (68 mph).

There shall be four (4) wheels for the front and rear tires. There shall be 20" x 11.00" disc, ten (10)-hole pattern special order for Military/Government on/off road application with a rating to match or exceed the tire rating.

The wheels shall be designed for the International CV/Chevrolet HD chassis. NO EXCEPTIONS

SPARE SUPER SINGLE TIRE AND WHEEL _____ *Meets Specs* _____ *Exception*

There shall be one (1) super single spare tire. It shall be 365/80R20 22PR, severe service radial all terrain tread. The tire weight rating shall be load range "G" (22 ply, 7,830lbs), and the speed rating shall be "K" (68 mph).

There shall be a 20" x 11.00" disc, ten (10)-hole pattern special order wheel for Military/Government on/off road application with a rating to match or exceed the tire rating.

MOUNTING SPARE TIRE AND WHEEL _____ *Meets Specs* _____ *Exception*

The spare tire and wheel shall be mounted on top of the water tank.

FRONT BUMPER _____ *Meets Specs* _____ *Exception*

The factory bumper shall be removed and replaced with a custom fabricated, heavy duty aluminum bumper and grille guard protection assembly.

BUMPER SHALL BE DA FINISH

REAR MUD FLAPS

___ Meets Specs ___ Exception

The chassis shall be supplied with mud flaps. The mud flaps shall be installed behind the rear wheels.

FRONT BUMPER SKID PLATE 1/4"

___ Meets Specs ___ Exception

A 1/4" (0.25") aluminum skid plate will be installed from the bumper area extending below the bumper and chassis radiator area.

TRANSFER CASE SKID PLATE. SMALL CHASSIS

___ Meets Specs ___ Exception

A removable heavy .250" aluminum skid plate assembly shall be installed to protect the oil pan and transfer case. This option is for transfer case protection on chassis CV 515 and smaller.

CUSTOM FABRICATED CONSOLE AND SWITCH PANEL

___ Meets Specs ___ Exception

A custom fabricated poly (plastic) electrical console and enclosure shall be located between the driver's and passenger's seats. It shall house the siren, switches, cup holder, and auxiliary equipment.

WINCH POWER SUPPLY

___ Meets Specs ___ Exception

Two (2) Anderson type 12 volt quick disconnect electrical receptacles with covers shall be installed for the portable winch. Power cables shall be color coded "red" positive and "black" neutral; rated at 125% of winch power requirement including line drop; protected with conduit for mechanical abrasion and equipped with circuit breaker protection at the battery area.

Location shall be: one (1) front of the apparatus and one (1) rear of the apparatus.

REAR RECEIVER

___ Meets Specs ___ Exception

The rear of the chassis shall be equipped with one (1) square steel tube receiver assembly for high or low angle rescue, trailer use, and winch applications. It shall be the same size as a Class III trailer hitch and shall be attached to the chassis frame assembly. The receiver shall be rated at approximately 10,000#.

The rear receiver assembly shall be equipped with two (2) heavy duty rear tow loops, one (1) each side.

FIRE PUMP SPECIFICATIONS

___ Meets Specs ___ Exception

A Darley model number 2 BE 18 Vanguard gasoline powered centrifugal pump shall be installed. The medium pressure, high volume pump, direct drive, engine mounted shall meet the following performance requirements:

375 GPM @ 25 PSI
300 GPM @ 45 PSI
100 GPM @ 140 PSI

Pump Design

Pump casing shall be of anodized aluminum and vertically split, with a minimum tensile strength of 33,900 PSI - bronze- fitted. Pump ratio to be selected by the manufacturer's Engineering Department. Seal rings shall be renewable, double labyrinth, wrap around bronze type. Bearings are to be heavy duty, deep groove, radial-type ball bearings, oversized for long life. Bearings to be protected at all openings from road dirt and water splash with oil seals and water slingers.

The pump unit shall be supplied with a control panel for remote mounting, panel light, hour meter / tachometer, pressure gauge, on/off ignition switch, and a low oil pressure light, engine choke, engine throttle.

Mechanical Seal

The pump shall be furnished with a Darley maintenance free mechanical seal. The mechanical seal shall be a non- contacting, non-wearing seal design. Seal shall be a Silicon Carbide Mechanical seals with welded springs. The stationary face of mechanical seals shall be made from Silicon Carbide, and be extremely hard and of a heat dissipative material, which resists wear and dry running damage much better than conventional Ni-resist and Tungsten Carbide materials

Pump Shaft

Pump drive shaft shall be precision ground, heat treated alloy steel, with a 1-3/8 spline. Gears shall be helical design and shall be precision ground for quiet operation and extended life. The pump shaft shall be splined to receive broached impeller hubs, for greater resistance to wear, torsional vibration, and torque imposed by engine, as well as ease of maintenance and repair. Pump shaft to be precision-ground 416 stainless-steel.

Impeller

The impeller shall be a high strength bronze alloy, splined to the pump shaft for precision fit, durability, and ease of maintenance.

Impeller shaft oil seals shall be constructed to be free from steel components except for the internal lip spring. The impeller shaft oil seals shall carry a lifetime warranty against damage from corrosion from water and other fire-fighting fluids.

Exhaust-Type Primer

The mufflers are coated with High Temp Powder Coat. The primer bodies are bronze with stainless steel components. The outlet of the primer is equipped with a 1.5" male NPT. Is easily operated via push-pull control wire connected to an internal butterfly valve. The venturi components are sized for the most efficient priming time and height possible utilizing the exhaust pressure available from the engine. Significantly lighter than a 12V electric primer. Requires much less physical effort by the operator than a mechanical hand primer.

Dimensions & Weight

27"L x 21"W x 25"H, 145lbs (66kg)

Suction

3" NPTF

Discharge

(2) 1.5" NPTF and (1) 2.5" NPTF Documentation

Pump Warranty/Guarantee to be included with each proposal. Pump warranty shall be for three (3) years or 3,000 hrs. Additional details about the warranty can be found in the manufacture's user manual of this vehicle.

Engine

The pump shall be powered by an 18 horsepower, Briggs and Stratton Vanguard gasoline engine with a 16-amp regulated alternator and 12-volt electric starter with a backup recoil starter. A 6-gallon plastic fuel tank shall be supplied.

THERMAL RELIEF UNIT

___ Meets Specs ___ Exception

There shall be a Trident model brass thermal relief valve installed in the manifold allowing auto dump at 143° water temperature. The thermal relief valve shall auto close at 118° water temperature. There shall be a hose directing water under the body, but in a location visible by the pump operator.

STAINLESS STEEL PLUMBING SYSTEM

___ Meets Specs ___ Exception

The auxiliary fire pump plumbing system shall be built mostly of stainless-steel piping, fittings, and connections. Victaulic couplings shall be installed to permit flexing of the plumbing system and allow for quick removal of piping or valves for service. Tank connections and remote plumbing shall use high-pressure flexible piping. Flexible hose couplings shall be threaded stainless steel or Victaulic connections.

VALVES

___ Meets Specs ___ Exception

All valves used in the plumbing installation shall be stainless steel quarter turn full flow type.

The plumbing installation shall include quarter turn ball valves with local "on-valve" handle control, with custom embossed labeling for each valve.

HOSE THREADS

___ Meets Specs ___ Exception

The hose threads shall be National Hose Standard (NH) on all base threads on the apparatus intakes and discharges, unless otherwise specified.

EXHAUST SYSTEM

___ Meets Specs ___ Exception

The auxiliary fire pump and engine assembly shall have a muffler and vertical exhaust pipe. The exhaust pipe shall be directed upward and away from the pump operator. A rain cap will be installed on the vertical exhaust outlet.

PUMP CONTROL PANEL ENCLOSURE

___ Meets Specs ___ Exception

A pump panel enclosure shall be installed. The enclosure shall be fabricated of .125" aluminum with a DA finish, bolted in place with a pump instrument panel installed.
An engine and pump control panel shall be installed in the pump panel enclosure. The following shall be on the pump panel:

- a) 2.5" discharge pressure gauge
- b) start/stop control
- c) throttle control
- d) low oil pressure warning light

The pump control panel shall be installed at the passenger's side rear corner of the body.

REMOTE PUMP CONTROL PANEL IN CAB. GAS PUMP

___ Meets Specs ___ Exception

The cab shall be equipped with secondary remote electrically controlled pump instrument control in the cab. There shall be a remote pressure gauge, start/stop switch, and electronic throttle control.

FUEL TANK

___ Meets Specs ___ Exception

A remote fuel tank shall be installed for the auxiliary fire pump assembly at the rear of the apparatus. The fuel tank shall be mounted in a bracket. The fuel tank shall have capacity of approximately six (6) gallons. There shall be a fuel hose with plug in connections furnished between the fuel tank and carburetor assembly for the auxiliary pump.

ELECTRIC START WIRING TO CHASSIS

___ Meets Specs ___ Exception

The 12-volt positive and negative cables shall be provided from the chassis battery to the fire pump area, wired through the master disconnect solenoid system. The cables shall have a circuit breaker installed at the chassis battery.

AUXILIARY FIRE PUMP MOUNTING PROVISIONS

___ Meets Specs ___ Exception

The auxiliary fire pump shall be installed at the passenger's side rear of the body. The sub-structure shall have welded in mounting sub-plates between the structural members.

PUMP ENGINE OIL DRAIN

___ Meets Specs ___ Exception

The fire pump engine shall have an oil drain line installed. It shall allow for easy oil draining.

FIRE PUMP MASTER DRAIN

___ Meets Specs ___ Exception

The fire pump shall have a master drain at the bottom of the water pump housing.

FRONT BUMPER MANIFOLD SUPPLY

___ Meets Specs ___ Exception

There shall be an 1.5" stainless steel valve, with a flexible supply hose installed to feed the front discharge manifold.

2-1/2" GATED INTAKE – REAR

___ Meets Specs ___ Exception

One (1) 2-1/2" gated suction intake shall be installed on rear area to supply the fire pump from an external water supply. The valve shall be controlled with a direct quarter-turn ball valve control handle and shall have 2-1/2" NH female thread with removable screen with plug.

TANK TO PUMP LINE INSTALLATION

___ Meets Specs ___ Exception

The 3" tank to pump line shall be installed with a flexible hump hose connection and stainless-steel clamps to the water tank. The 3" valve shall be controlled with a manually operated handle directly on the valve.

WATER TANK FILL AND COOLING LINE

___ Meets Specs ___ Exception

One (1) 1" fire pump to water tank refill and bypass cooler line shall be provided. The pump to tank valve shall be a 1" full flow quarter turn ball valve with local control handle. A 1" flex hose shall be installed to the water tank.

3/4" GARDEN HOSE DISCHARGE – REAR

___ Meets Specs ___ Exception

One (1) .75" garden hose discharge shall be installed on the rear pump area, controlled by a quarter turn ball valve with local control handle. The discharge shall have a .75" male garden hose threads and cap.

2-1/2" DISCHARGE – REAR

___ Meets Specs ___ Exception

One (1) 2-1/2" discharge shall be installed at the rear pump area, controlled by a quarter turn ball valve. The discharge shall have 2-1/2" NH male hose threads. The discharge shall be equipped with 2-1/2" female x 1-1/2" chrome plated brass reducer, 1-1/2" chrome cap and chain.

FRONT OF BODY DISCHARGE (THROUGH THE TANK)

___ Meets Specs ___ Exception

A 1.5" discharge shall be piped from the rear pump area to the front on the body. A 1.5" master control valve shall be installed at the rear pump manifold area with direct control handle. Two 1" valves shall be installed at the front of the water tank.

HOSE REEL

___ Meets Specs ___ Exception

One (1) Hannay aluminum hose reel shall be installed. The reel shall have leak proof ball bearing swing joint, adjustable friction brake, electric 12-volt rewind and manual crank rewind provisions.

The reel shall be mounted on the driver's side rear corner of the flatbed body.

REEL CAPACITY

___ Meets Specs ___ Exception

Each hose reel shall have a capacity of 200 feet of hose.

HOSE REEL DISCHARGE

___ Meets Specs ___ Exception

One (1) 1" discharge shall be piped from the fire pump to each hose reel with flexible high-pressure hose. The quarter turn ball valve shall be on manifold.

NOZZLE MOUNT

___ Meets Specs ___ Exception

Each 1" flexible hose discharge shall have a nozzle bracket installed to hold the nozzle in place.

HOSE REEL HOSE

___ Meets Specs ___ Exception

One (1) 150-foot length of 1" water hose shall be installed on the hose reel. The hose shall be equipped with NH threaded couplings and have a 300 PSI working pressure.

HOSE REEL ROLLER

___ Meets Specs ___ Exception

Each hose reel shall be provided with a Hannay top mounted stainless steel roller assembly.

GROUND SWEEP DISCHARGES -- FRONT BUMPER

___ Meets Specs ___ Exception

Two (2) ground sweep discharge nozzles shall be installed, one each side of the front bumper. Each nozzle shall have a 1" electric control valve, switched independently in the cab. The discharges shall be equipped with removable ground sweep nozzles angled accordingly with a 180-degree total front sweep pattern. The flow rate shall be 15-30 gpm.

Each nozzle shall have a custom fabricated brush guard installed to protect from damage when off road. The valves and manifold shall be protected from damage by the front bumper and skid plate.

One (1) 1.5" front bumper ground sweep discharge shall be piped to the front bumper area. The discharge shall be controlled by a 1.5" manual override valve at the rear pump area. Flexible 1.5" diameter high pressure hose shall be provided from the pump to the sweep nozzles with low point drains where necessary.

FRONT BUMPER MONITOR

___ Meets Specs ___ Exception

One (1) Akron 3462 Forestry Monitor with quick disconnect (34621103, FM 2NPTX1.5NH, 12V, 125NZ, JY, QD, VLV, RED) shall be installed. The remote monitor shall be located on the front bumper of the apparatus. The monitor shall be an all-electric single waterway monitor constructed of lightweight Pyrolite, with a 2" electric valve.

The monitor shall have a fully enclosed 12-volt motor and gears with a manual override for both horizontal and vertical rotation and may be operated simultaneously. The vertical travel shall be from 45-degrees below to 90-degrees above horizontal with adjustable stops at -20 degrees and +45 degrees. The horizontal rotation shall be 320-degrees with adjustable stops at +-90-degrees.

The logic box shall include coated, solid state components to resist water corrosion. The control joystick shall control the vertical and horizontal rotation of the monitor and the pattern of the nozzle.

The nozzle shall be 30-125 gpm adjustable.

The Akron monitor shall include a weather-tight enclosure and joystick controls mounted on the center cab console area. The joystick control shall include a valve trigger and following controls functions:

Water Valve: ON/OFF

Monitor: RIGHT/LEFT

Monitor: UP/DOWN

Pattern Control: STRAIGHT/FOG

FRONT BODY WHIP LINES

___ Meets Specs ___ Exception

Two (2) 1" x 10' long 300# working pressure hose whips with threaded couplings shall be installed at front of body, one each side, with securement devices.

CLASS A FOAM SYSTEM

___ Meets Specs ___ Exception

A Scotty Model #4171 Class A through-the-pump foam system shall be installed to supply all discharges. The unit shall be mounted at the rear of the apparatus, within easy reach of pump operator. The unit shall be adjustable, permitting various foam ratio percentages to be educted depending on the nozzles in use. Foam selection percentages between .07 and 3% shall be available. The foam system has been designed for simplicity of operation and maintenance. A flush system will be installed.

MAXIMUM WORKING PRESSURE: 300 PSI

WATER TANK GAUGES

___ Meets Specs ___ Exception

One (1) Class 1 "Intelli-Tank" water tank level gauge shall be installed on pump panel. The tank level gauge shall indicate the liquid level on an easy-to-read LED display and show increments of 1/8 tank. A pressure transducer shall be mounted on the outside of the tank in an easily accessible area.

CAB MOUNTED -

One (1) Class 1 112124 "Intelli-Tank" mini water tank level gauge shall be installed in the cab or center console. The tank level gauge shall indicate the liquid level on an easy-to-read LED display and show increments of 1/4 tank.

WATER TANK SPECIFICATIONS

___ Meets Specs ___ Exception

The water tank shall have a capacity of 400 gallons.

TANK BUILD SPEC

___ Meets Specs ___ Exception

The water tank shall be constructed of black polypropylene, poly-welded and tested inside and out. The tank manufacturer shall define the floor, top, sides, ends, and baffles material thickness. The tank shall carry a lifetime warranty.

The transverse and longitudinal swash partitions shall be interlocked and welded to each other as well as to the walls of the tank. The partitions shall be designed and equipped with vent holes to permit air and liquid movement between compartments. The tank covers shall be welded on top and bottom, and the transverse partitions, providing rigidity during fast fill operations. Drilled and tapped holes for lifting eyes shall be provided in the top area of the water tank.

The water tank manufacturer shall certify the capacity of the water tank prior to delivery of the apparatus. The capacity shall be recorded on the manufacturer's data plate.

NFPA COMPLIANCE

___ Meets Specs ___ Exception

The water tank construction shall conform to applicable NFPA standards.

WATER TANK SIGHT GAUGE

___ Meets Specs ___ Exception

The water tank shall be equipped with translucent water level sight gauge in the rear wall of the tank.

FILL TOWER LOCATION

___ Meets Specs ___ Exception

The tank fill tower shall be located in the driver's side rear corner of the water tank.

VENT AND OVERFLOW

___ Meets Specs ___ Exception

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

PUMP TO TANK CONNECTION

___ Meets Specs ___ Exception

An 1-1/2" connection shall be provided on the water tank for connection of the discharge side of the pump to the tank for filling purposes. The valves and hose required to complete this connection shall be supplied by the final assembler.

WATER TANK DRAIN PLUG

___ Meets Specs ___ Exception

A 1.5" drain plug shall be installed in the bottom of the water tank under P/S wheel well for water tank draining and flush-out of debris.

FOAM TANK SPECIFICATIONS

___ Meets Specs ___ Exception

The Class A foam tank shall have a capacity of 10 gallons. **FOAM TANK AND VENTING PROVISIONS**

The foam concentrate tank shall be provided with a fill pipe having a volume of not less than 2 percent of the total tank volume. The filler opening shall be capped with a sealed air-tight threaded cover. The fill opening

shall be designed to incorporate a removable screen and shall be located so that foam concentrate from a five (5) gallon container can be dumped into the tank.

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

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

Any restrictions on the types of foam concentrate that can be used with the system shall also be stated, along with a warning message that states "WARNING: DO NOT MIX BRANDS AND TYPES OF FOAM."

FOAM SYSTEM PIPING

___ *Meets Specs* ___ *Exception*

A 3/4" fitting shall be provided on the foam tank for connection of the foam tank to the suction side of the foam system.

FOAM TANK DRAIN AND VALVE PROVISIONS

___ *Meets Specs* ___ *Exception*

A 3/4" diameter connection, piping, and valve shall be installed for the foam tank for draining purposes.

FOAM TANK GAUGES

___ *Meets Specs* ___ *Exception*

One (1) Class 1 foam tank level gauge shall be installed on pump panel. The tank level gauge shall indicate the liquid level on an easy-to-read LED display and show increments of 1/8 tank. A pressure transducer shall be mounted on the outside of the tank in an easily accessible area.

CAB MOUNTED

One (1) Class 1 Intelli-Tank" mini foam tank level gauge shall be installed in the cab or center console. The tank level gauge shall indicate the liquid level on an easy-to-read LED display and show increments of 1/4 of a tank.

STEP-SIDE BODY ALUMINUM

___ *Meets Specs* ___ *Exception*

The body will be a custom fabricated severe service step-side type, constructed of all aluminum. The body shall be 114" long by 96" wide, designed for a 60" cab to axle dimension. The body shall be specifically designed and engineered for off-road wildland firefighting. (NO EXCEPTIONS)

MAIN FRAME

The body shall have 5" x 1.75" structural aluminum channel main frame rails. The body frame rails shall be isolated from the truck frame by .500" industrial isolators. (NO EXCEPTIONS)

SUB-FRAME

The cross-members shall be 3" x 2 5/16" structural aluminum I beams with cross-members on 12" centers. (NO EXCEPTIONS)

MOUNTING

The body shall be bolted to the chassis frame rails at the rear end of the frame. There shall be brackets installed at the middle of the body frame to prevent side to side movement. The body shall be spring mounted at the front of the body frame. The flexible mounting system shall allow for body/chassis flexing during extreme off-road conditions.

SQUARE CORNERS

The front corners of the flat-bed body shall be square.

HEADACHE RACK

The front of the body shall have a 2" formed aluminum tube headache rack. The rack shall extend the full width of the body and be attached to the front body corners. The assembly shall extend above the chassis cab and have mounting platform for installation of the light bar and two work lights. Wiring for the lights will be placed inside the tubing for protection. The headache rack shall have four (4) vertical 2" tubes for extra strength. WALKWAY

The front of the body shall have a 24" front to rear by 96" right to left walkway in front of the water tank. The walkway shall allow access from side to side of the body to have a NFPA compliant walkway surface.

FENDER PANELS

The lower portion of the flat-bed body shall have fender panels over and aft of the rear wheel panel area. The panels shall be constructed of aluminum. The wheel well openings will be cut out to conform to the wheels.

SIDESTEP CUBICLE

An approximate 24" wide x 20" high x 24" deep cubicle shall be constructed of polished NFPA compliant aluminum tread plate on the driver's side and passenger's side in the front of the body.

HINGED SAFETY GATE ASSEMBLY

The step-side cubicles on the driver's and passenger's side in the front of the body shall each be equipped with a swing in safety lock gate constructed out of 1" aluminum tubing. The gates shall be locked in the closed position by a locking pin and stop bracket and shall have a hydraulic cylinder to hold the gate either in the fully open or the fully closed position.

REAR BODY PANEL

A vertical body panel shall be installed at the rear of the body constructed of .125" smooth aluminum. The panel shall house the running lights, taillights, back-up lights, and emergency lights. The body panel shall be angled to allow for approximately 27 degrees angle of departure.

PROTECTIVE RAILS

The upper body area shall be protected with radius corner 1" diameter aluminum tube railing assembly installed around the top of the body. The corners of the body shall have vertical risers space in critical areas. The railings shall act as protection for the upper body structures when off road in heavy brush conditions. The rear upper body corner rails shall house the upper emergency lights and work lights.

DIAMOND PLATE FINISH BODY AND COMPARTMENTS/TRAYS Meets Specs Exception

The exterior surface of all body skins, compartments, and trays shall all be polished diamond plate aluminum finish.

DRIVER'S SIDE UPPER BODY COMPARTMENT Meets Specs Exception

A body equipment storage compartment shall be installed on the flatbed surface, driver's side of the apparatus. The exterior dimensions shall be approximately 48" wide, 30" high, and 18" deep. The compartment shall be constructed of .125" aluminum on all exterior surfaces. (NO EXCEPTIONS)

The compartment shall be equipped with:

- a lift-up door with latch installed.
- key type door locks.
- dual gas operated door opening assistant cylinders.
- a white LED strip light that is automatically controlled by a door activated switch.
- a louvered vent.
- Turtle Plastics Turtle Tile Compartment Matting shall be installed in the compartment. Turtle Tile shall be black in color and lock together.

The actual door opening shall be approximately 3" smaller in dimension.

PASSENGERS SIDE UPPER BODY COMPARTMENT. 30" Meets Specs Exception

A body equipment storage compartment shall be installed on the flatbed surface, passenger's side of the apparatus. The interior dimensions shall be approximately 48" wide, 30" high, and 18" deep. The compartment shall be constructed of .125" aluminum on all exterior surfaces. (NO EXCEPTIONS)

The compartment shall be equipped with:

- a lift up door with latch installed.
- key type door locks.
- dual gas operated door opening assistant cylinders.
- a white LED strip light that is automatically controlled by a door activated switch.
- a louvered vent.

-Turtle Plastics Turtle Tile Compartment Matting shall be installed in the compartment. Turtle Tile shall be black in color and lock together UNDER BODY COMPARTMENT -- REAR CENTER

An under-body equipment storage compartment shall be installed under the flatbed surface located in the center rear of the apparatus. The compartment shall be between the vertical body beams, upper floor surface, and an aluminum lower floor area. The compartment shall be equipped with a hinged drop-down door with dual latches installed.

The exterior dimensions shall be approximately:

108" for a 114"L bed

120" for a 138"L bed

REAR SLIDE-OUT TRAY

___ Meets Specs ___ Exception

The rear center compartment shall be equipped with an 190" aluminum slide out tray on UHMW plastic slide pads and poly rollers. The tray shall be full width and full length of the compartment interior.

DOOR AJAR LIGHT

___ Meets Specs ___ Exception

A "door ajar" warning light shall be installed on the center console. The light shall be flashing red LED light with a clear lens. The door ajar light shall be activated by door ajar switches installed on every compartment door.

HOSE TRAY -- DRIVERS SIDE

___ Meets Specs ___ Exception

A hose storage tray shall be installed over the driver's side equipment compartment, on the driver's side of the apparatus. The exterior dimensions shall be approximately: 16" wide, 8" high, and 64" long. The hose tray shall be constructed entirely of .125" aluminum on all exterior surfaces. The assembly shall be equipped with a hinged lift up aluminum door on top, enclosed front panel, and open rear area. There shall be a set of gas shocks installed on the lid of the tray to aid in opening and closing the tray in a safe manner. The hose tray shall be equipped with Turtle Tile floor covering.

TOOL STORAGE TRAY/COMPARTMENT -- PASSENGERS SIDE

___ Meets Specs ___ Exception

A tool storage compartment shall be installed over the passenger's side equipment compartment, on the passenger's side of the apparatus. The dimensions shall be approximately: 16" wide, 8" high, and 64" long. The compartment shall be constructed of .125" aluminum on all exterior surfaces. The compartment shall be equipped with a hinged lift up aluminum door with a latch installed. There shall be a set of gas shocks installed on the lid of the tray to aid in opening and closing the tray in a safe manner. The compartment shall be equipped with Turtle Tile floor covering.

REAR PULL OUT STEP

___ Meets Specs ___ Exception

There shall be a rear "Pull-Out-Fold-Down" step located at the driver's side rear of the apparatus, step shall be stowed in a pocket under the rear of the unit. Storage pocket shall be fabricated to allow easy access to deploying for operation.

FOLDING STEP

___ Meets Specs ___ Exception

A Signature 4 lighted 8" square folding step of die cast zinc shall be installed. The step shall comply with NFPA non-slip standards and shall be installed on the rear driver's side of the body. The step shall be equipped with lighting to NFPA standard.

SIDE BODY ACCESS STEPS

___ Meets Specs ___ Exception

There shall be a body access step assisting in access to top of the tool/hose trays from the side of the apparatus. It shall be a stirrup design and be fabricated from 1" aluminum tubing. They shall be installed under the front of the body, one (1) each side.

ELECTRICAL ENCLOSURE

___ Meets Specs ___ Exception

An electric wiring enclosure for the 12-volt wiring shall be installed in the forward wall of the driver's side upper body compartment with an access panel. The dimensions of the enclosure shall be approximately 20" high, 14" wide, and 4" deep.

12 VOLT ELECTRICAL SPECIFICATIONS

___ Meets Specs ___ Exception

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

Wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for which the circuit is protected. Voltage drops shall not exceed 10 percent in all wiring from the power source to the using device. The wiring, wiring harness and insulation shall be in conformance to applicable SAE and NFPA standards. The wiring harness shall conform to SAE J-1128 with GXL temperature properties. Exposed wiring shall be run in a loom with a minimum 289-degree Fahrenheit rating. Wiring looms shall be properly supported and attached to body members. Electrical conductors shall be constructed in accordance with applicable SAE standards, except when good engineering practice requires special construction.

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

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

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

There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless enclosed in an electrical junction box or covered with a removable electrical panel. Wiring shall be secured in place and protected against heat, liquid contaminants, and damage.

Low voltage overcurrent protective devices shall be provided for the electrical circuits. The devices shall be accessible and located in required terminal connection locations or weather resistant enclosures. Overcurrent protection devices shall be automatic reset type suitable for electrical equipment and meet SAE standards. All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of maximum current for which the circuit is protected. Electro-magnetic interference suppression shall be provided in the system as required in applicable SAE standards.

The electrical system shall include the following:

Electrical terminals in weather exposed areas shall have a non-conductive grease or spray applied. All terminal plugs located outside of the cab or body shall be treated with a corrosion preventative compound.

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

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

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

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

A coil of wire must be provided behind an electrical appliance to allow them to be pulled away from mounting area for inspection and service work.

All lights in a weather exposed area that have their sockets shall have corrosion preventative compound added to the socket terminal area.

ELECTRICAL HARNESS AND WIRING

___ Meets Specs ___ Exception

All wiring shall be hidden, enclosed, or protected under the body in protective material, or within the apparatus body components. In addition, split loom conduits shall be installed and enclosed, suitably secured and protected against heat and physical damage.

BATTERY SWITCH - MASTER DISCONNECT

___ Meets Specs ___ Exception

A rotary type master disconnect switch shall be provided in the cab within easy reach of the driver. The switch shall have a switch plate with Off/On label.

BATTERY CHARGER AND 120 VOLT SHORE POWER RECEPTACLE

___ Meets Specs ___ Exception

A Kussmaul Autocharge 1000, Model 091-215-12, high output automatic battery charger shall be provided. The battery charger shall be wired to the 12-volt battery system. The unit shall be mounted in a clean, dry area accessible for service and/or maintenance. It shall be wired to the specified shore power receptacle.

It shall include Model 091-194B-IND-WT-XX Digital Status Display Center.

It shall also include Model 091-55-15-120 15 amp "auto-eject" shore power receptacle with hinged weatherproof cover and an enclosure for protection from dirt and damage. The shore power plug shall be "ejected" when the chassis' engine starter is engaged and the receptacle shall be wired to any 120 volt A/C equipment requiring shore power.

Location shall be: Determined at the Pre-Construction conference.

Color of Digital Status Display Center and Auto Eject: Determined at pre-construct

Components Wired Hot: Determined at pre-construct conference.

DOT IDENTIFICATION LIGHTS

___ Meets Specs ___ Exception

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

LICENSE PLATE MOUNTING

___ Meets Specs ___ Exception

An LED license plate light shall be installed on the rear vertical wall of the body.

BRAKE. TURN. TAILLIGHTS

___ Meets Specs ___ Exception

Two (2) Whelen M6 Series Model M6BTT 4-5/16" x 6-3/4" brake, turn, taillights with M6FC chrome flanges shall be provided. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The light head configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens. The light heads shall be surface mountable via two screws.

The light heads shall utilize an optic collimator and a chrome vacuum metalized reflector for maximum illumination. The light head shall include 164 flash patterns including: a variety of CA Title 13 compliant, sinkable, left/right, top/bottom, in/out, and steady burn. The light heads shall have the Whelen exclusive NERM (Non-Emergency Recognition Mode) feature.

The lens/reflector assembly shall be wet sealed and resistant to water, moisture, dust, and other environmental conditions. The outer lens shall have a hard coating applied to increase strength and ensure longevity. The light engine shall be installed at the rear of the unit and be completely sealed. The pc board shall be conformal coated for additional protection.

The lights shall be furnished with five 6" wire pigtails, a Santoprene rubber gasket and the #M6FC chrome flanges shall be included for installation.

BACK-UP LIGHTS

___ Meets Specs ___ Exception

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

TRAILER PLUG

___ Meets Specs ___ Exception

Wiring shall be provided at the rear of the apparatus for the towing of an auxiliary trailer. A 12-volt seven (7) pin electrical connector shall be wired to the chassis stop, running, and turn lights.

NO BUMPER GROUND LIGHTS

___ Meets Specs ___ Exception

There shall be no under bumper ground lights installed.

GROUND LIGHTS. CAB. 4 DOOR. LED STRIPS

___ Meets Specs ___ Exception

Four (4) LED ground strip lights shall be installed under the cab step area in compliance with NFPA standards, two (2) on each side of the apparatus, wired to the Cencom, and the chassis interior lights.

LIGHTS - UNDER REAR STEP

___ Meets Specs ___ Exception

Two (2) ground lights shall be installed under the rear step area, one on each side of the apparatus. They shall have an aluminum housing and be 800 lumens at 1.4 amps.

BODY WORK LIGHTS

___ Meets Specs ___ Exception

Four (4) Grote #63871 LED body work lights with clear lens shall be installed, wired to switch on the Cencom. They shall have an aluminum housing and be 800 lumens at 1.4 amps. Location shall be in each corner of the protective tubing assembly to light the pump panel and the front body walkway area.

SCENE LIGHTS

___ Meets Specs ___ Exception

Six (6) Rigid Manufacturing Dually 20211 scene lights shall be installed. The LED scene lights shall incorporate clear LED's with a clear optic polycarbonate lens for maximum illumination.

Location shall be: Two (2) outward facing, each side of body, two (2) rear facing.

DIGITAL TILT METER

___ Meets Specs ___ Exception

An electronic tilt meter shall be installed on the dashboard. The unit shall indicate the degree of side slope the vehicle is on. It shall also include a GPS speedometer.

BACK-UP CAMERA SYSTEM

___ Meets Specs ___ Exception

One (1) Rosco STSK4532 rear view mirror camera system shall be furnished utilizing a camera which provides a wide field of view and picture quality. A sealed camera enclosure shall be utilized along with electronic connections.

One (1) camera shall cover the rear of the apparatus, which will activate during back-up mode and during normal operations if needed.

BACK-UP ALARM

___ Meets Specs ___ Exception

One (1) back up alarm shall be installed.

ELECTRONIC SIREN

___ Meets Specs ___ Exception

One (1) Whelen, Model #CCSRNT4G CenCom Carbide siren with auxiliary switches with noise canceling microphone shall be provided. Siren head will be mounted on the center console in easy reach of the driver.

SIREN SPEAKER

___ Meets Specs ___ Exception

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

Location shall be: Behind the front grille.

MOUNTING OF LIGHT BAR WITH PROTECTIVE GUARD ____ Meets Specs ____ Exception

The lightbar shall be mounted on the headache rack shelf with an aluminum brush guard protective assembly.

LIGHTBAR ____ Meets Specs ____ Exception

A Whelen Legacy low profile Super-LED NFPA light bar shall be installed. The 54" light bar shall be designed to meet the minimum clearing requirements for Zone A Upper. The internal components of the light bar shall be housed within a two-piece extruded aluminum base/top. The outer shell shall be clear optic polycarbonate lenses designed to maximize light output and shield against environmental elements.

The light bar shall utilize snap-in brackets to hold in the light heads. The brackets shall give the end user the ability to make quick repairs. The light bar shall have all solid-state components. The light bar shall have two wire harnesses exiting the unit: one (1) 17 conductor 22-gauge control cable which controls all internal light functions; and one (1) 2 conductor 10-gauge cable for main power and ground. Each cable shall be 15' long.

The light bar shall have four (4) red Linear Super-LED corner modules to provide off angle protection for the front and rear of the vehicle. Each corner module shall consist of twelve (12) Super-LEDs mounted within a vacuum metalized parabolic reflector. The corner module shall also utilize an optic collimator for maximum light output. The twelve (12) LEDs shall be mounted in one straight line.

The solid state I/O board shall be microprocessor controlled. The I/O board shall have built-in reverse-polarity protection and output-short protection. The board shall have the ability to flash sixteen (16) LED warning lights. There shall be a data bank of 13 Scan-Lock flash patterns including steady burn. The board shall also have outputs to add takedown and alley lights. Low power and cruise light function shall also be included. The cruise light function shall allow the user to employ the four (4) corner modules as marker courtesy lights.

The light bar shall include clear "Take Down" and "Alley Lights".

The light bar shall have an amber "Traffic Advisor" built into the rear portion of the light bar.

NFPA WARNING LIGHTS RED/BLUE SPLIT ____ Meets Specs ____ Exception

ZONE A -- LOWER FRONT WARNING LIGHTS

Two (2) Whelen M-7 Series Model #M7J 3" x 7" warning lights and a chrome flange shall be in the front forward facing area of the front bumper. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The light head configuration shall consist of 18 Super-LEDs and a clear optic polycarbonate lens. The light heads shall be surface mountable via two screws. The light heads shall utilize an optic collimator and a chrome vacuum metalized reflector for maximum illumination.

ZONE B AND D -- INTERSECTION LIGHTS

Two (2) Whelen M-7 Series Model #M7J 3" x 7" warning lights and a chrome flange shall be installed on bumper extension, as far forward as possible. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The light head configuration shall consist of 18 Super-LEDs and a clear optic polycarbonate lens.

ZONE B AND D -- LOWER SIDE REAR CORNER WARNING LIGHTS

Two (2) Whelen M-7 Series Model #M7J 3" x 7" warning lights and a chrome flange shall be installed in lower rear side corner body area. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The light head configuration shall consist of 18 Super-LEDs and a clear optic polycarbonate lens.

ZONE B AND D -- UPPER SIDE REAR WARNING LIGHTS

Two (2) Whelen M-7 Series Model #M7J 3" x 7" warning lights and a chrome flange shall be installed in the upper rear body side panel. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The light head configuration shall consist of 18 Super-LEDs and a clear optic polycarbonate lens.

ZONE C -- UPPER REAR WARNING LIGHTS

Two (2) Whelen M-7 Series Model #M7J 3" x 7" warning lights and a chrome flange shall be installed in the upper rear corner of the handrails. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The light head configuration shall consist of 18 Super-LEDs and a clear optic polycarbonate lens.

ZONE C -- LOWER REAR WARNING LIGHTS

Two (2) Whelen M-7 Series Model #M7J 3" x 7" warning lights and a chrome flange shall be lower rear of body. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The light head configuration shall consist of 18 Super- LEDs and a clear optic polycarbonate lens.

CUSTOM GRAPHICS

___ *Meets Specs* ___ *Exception*

The apparatus shall be provided with two (2) custom designed sign gold graphics, emblems, or seals. The installation shall be designed primarily with letters and numbers as specified. The purchaser shall approve of the design graphics prior to installation.

CAB ROOF LETTERING

___ *Meets Specs* ___ *Exception*

There shall be up to four (4) white Scotchlite letters on the roof of the cab, 18" tall.

REFLECTIVE STRIPING

___ *Meets Specs* ___ *Exception*

The sides of the vehicle shall be provided with a .75" x 4" x .75" wide 3M brand Scotchlite reflective multi-stripe. There shall be a 1" gap between each of the stripes. The striping shall be placed up to 60" above ground level and shall conform to NFPA reflectivity requirements. At least 50% of the perimeter length of each side shall have reflective striping.

WARNING LETTERING: "KEEP BACK 500 FEET"

___ *Meets Specs* ___ *Exception*

The rear of the vehicle shall be equipped with a 3" reflective "KEEP BACK 500 FEET" sign. The sign shall have reflective lettering and shall be installed as directed by the purchaser.

FRONT CHEVRON STRIPING

___ *Meets Specs* ___ *Exception*

There shall be alternating chevron striping installed across the front bumper where permitted. The chevron striping shall consist of 6" diamond grade in the following colors:

- a) red diamond grade
- b) lime yellow diamond grade

REAR CHEVRON STRIPING

___ *Meets Specs* ___ *Exception*

There shall be alternating chevron striping installed on the rear vertical body panel. The chevron striping shall consist of 6" diamond grade in the following colors:

- a) red diamond grade.
- b) lime yellow diamond grade.

CAPACITIES PLACARD

___ *Meets Specs* ___ *Exception*

The apparatus shall have a reflective placard that provides the following information:

- a) Water Tank Capacity
- b) Pump Capacities
- c) NWCG Typing
- d) Skeeter Contact Information

SCBA BRACKETS

___ *Meets Specs* ___ *Exception*

One (1) SCBA bracket shall be installed.

Location: To be determined at pre-construct meeting.

CHASSIS PREPARATION

___ Meets Specs ___ Exception

The chassis cab shall be "prepped" for fire apparatus production as follows:

- a) Wash and clean chassis.
- b) Weigh chassis for NFPA reports
- c) Quality control check in.

SEATING

___ Meets Specs ___ Exception

There shall be a label identifying the number of seat belted locations on the unit.

WARNING LABEL -- SEAT BELT USAGE

___ Meets Specs ___ Exception

A warning label for use of seat belts shall be installed in the cab by the chassis manufacturer.

LOUD NOISE WARNING LABEL

___ Meets Specs ___ Exception

A final stage manufacturer shall install "hearing loss" potential warning labels on the vehicle in any areas or fixed equipment that produces excessive noise levels. (exhaust outlet, sirens and air horns shall not be required for such equipment.)

WARNING LABEL -- NO RIDING ON REAR

___ Meets Specs ___ Exception

A warning label stating: "NO RIDING ON REAR OF APPARATUS" shall be installed on rear of the apparatus. The label shall be applied to the vehicle at the rear step area. The label shall warn personnel that riding in or on these areas, while the vehicle is in motion, is prohibited.

FINAL ASSEMBLY AND APPARATUS FINISHING PREP SPECIFICATIONS

___ Meets Specs ___ Exception

The apparatus shall be assembled in a high quality and controlled environment. The fit, form, and finish of the body shall be to the highest-level fire apparatus manufacturing standards. Upon completion, the apparatus shall be ready for final inspection and road testing as required herein.

FIRE PUMP OPERATIONS TEST

___ Meets Specs ___ Exception

The fire pump shall have an operational pump test performed by the manufacturer technician with a run time of one (1) hour to confirm proper operations of all pump related components.

*** NOTE: ALL TESTING SHALL BE DONE AND PERFORMANCE OBSERVED BETWEEN SEA LEVEL AND 1000' ELEVATION.

ELECTRICAL LOAD ANALYSIS

___ Meets Specs ___ Exception

A 12-volt electrical load analysis shall be performed in order to test response and stationary modes of electrical amp load.

NFPA COMPLIANCE

___ Meets Specs ___ Exception

The fire apparatus shall be built to the purchaser's requirements stated in this specification in compliance with all state and federal highway safety requirements. The vehicle is designed to meet NFPA 1906.

Unless included in the specification, the customer will provide all the necessary equipment to comply with NFPA 1906 Section 10.2.

ROAD TEST

___ Meets Specs ___ Exception

A road test will be conducted with the apparatus fully loaded and a continuous run of no less than ten (10) miles. During that time, the apparatus will show no loss of power nor will it overheat. The transmission drive shaft or shafts and the axles will run quietly and be free of abnormal vibration or noise.

<u>APPARATUS WARRANTY SKEETER MANUFACTURED ITEMS</u>	<i>Meets Specs</i>	<i>Exception</i>
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A five (5) year parts and labor warranty on items manufactured and a ten (10) year warranty on the structural integrity of the body.

<u>WATER TANK WARRANTY</u>	<i>Meets Specs</i>	<i>Exception</i>
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MANUFACTURER'S LIMITED WARRANTY AND NOTICE OF DISCLAIMER OF EXPRESS AND IMPLIED WARRANTIES- 10 YEAR EQUIVALENT.

Manufacturer issues this limited warranty to the customer who is the original retail purchaser.

<u>CHASSIS RECERTIFICATION</u>	<i>Meets Specs</i>	<i>Exception</i>
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The apparatus shall be certified by the manufacturer for an 80% off-road duty cycle. (NO EXCEPTION)

<u>SUSPENSION SYSTEM PERFORMANCE</u>	<i>Meets Specs</i>	<i>Exception</i>
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The suspension system shall be warrantied for 5 years with no exceptions.

<u>CUSTOM STAINLESS MANIFOLD</u>	<i>Meets Specs</i>	<i>Exception</i>
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The stainless-steel manifold shall be Tig welded stainless-steel, designed to meet the customer's requirements.

Layout shall be determined at pre-con.

DRAWINGS _____ *Meets Specs* _____ *Exception*

There shall be design drawings submitted to the customer prior to the pre-construct conference. The CAD drawings shall include all sides of the apparatus. The customer shall agree to the drawings reflecting the correct apparatus design and layout prior to construction.

NOTE: * NO EXCEPTIONS ***** The CAD work shall be done by a professional, in house, mechanical engineer(s). The drawings shall accurately represent the ACTUAL APPARATUS, not a previous truck. The apparatus shall be 3D modelled for fit, fitment, functionality, and ergonomics. **** NO EXCEPTIONS *****

<u>PERFORMANCE BOND</u>	<i>Meets Specs</i>	<i>Exception</i>
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PERFORMANCE BOND, 1 YEAR

FINAL INSPECTION. MANUFACTURING PLANT	<i>Meets Specs</i>	<i>Exception</i>
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Representatives from the purchaser and the dealer shall be present at manufacture's facility for the final inspection of the apparatus. A factory representative will assist the purchaser with review of the specifications to confirm they match the apparatus.

<u>DEMONSTRATION AND FAMILIARIZATION OF APPARATUS</u>	<i>Meets Specs</i>	<i>Exception</i>
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The bidder shall demonstrate and familiarize the purchaser regarding the vehicle's operation. This shall include operation of chassis, major components, review of delivery information and documentation. This demonstration shall be completed at manufacture's dedicated final inspection facility and not floor of manufacturing building.

<u>DELIVERY REQUIREMENTS</u>	<i>Meets Specs</i>	<i>Exception</i>
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The apparatus shall be picked up at the manufacturer's plant by the purchaser.



Community Development/Grants Management Bid Packet Contents

I. Required Certifications

- a. System for Award Management Instructions (SAM)
- b. W-9 Request for Tax Payer ID
- c. Conflict of Interest Affidavit and information
- d. Certification Regarding Equal Employment Opportunity
- e. Certification Regarding Clean Air and Water
- f. Certification Regarding Debarment and Suspension
- g. Certification Regarding Non-Lobbying Activities
- h. Non-Collusion Affidavit for Prime Bidder/Subcontractor
- i. Information Regarding Use of MBE/WBE

II. Federal Contract Provisions

III. Federal Register 2 CFR Part 200, Appendix II

I. Required Certifications

- a. Prime Contractors, bidders and/or vendors are required to be registered in the System for Award Management (SAM) before they can be awarded the project. Instructions on how to register are included. The website link for registration is www.sam.gov.
- b. The Request for Taxpayer Identification Number and Certification form must be completed and submitted with final bid submitted.
- c. A prospective contractor, bidder and/or vendor should review the Conflict of Interest Summary of Rules for CDBG Contractors. The affidavit should be reviewed, signed and submitted, disclosing any possible conflict of interest.
- d. A prospective contractor, bidder and/or vendor should complete and submit the Certification Regarding Equal Employment Opportunity.
- e. A prospective contractor, bidder and/or vendor should complete and submit the Clean Air and Water Certification.
- f. A prospective contractor, bidder and/or vendor should complete and submit the Certification Regarding Debarment and Suspension. Additional information is included.
- g. A prospective contractor, bidder and/or vendor should complete and submit the Certification on Non-Lobbying Activities. Additional information is included.
- h. A prospective contractor, bidder and/or vendor should complete and submit the Non-Collusion Affidavit. Additional information is included.
- i. Information regarding use of Minority-Owned Business Enterprises/Women-Owned Business Enterprises is included.

SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND ACTIVATION

Any business choosing to bid or provide proposals on Federally Funded projects, must be currently REGISTERED and ACTIVE in the System for Awards Management (SAM) database, at the time of bid opening.

This database is the primary federal registrant portal for the collecting, validating, storing and disseminating data on federal awards. SAM is an official website of the U.S. government and there is no cost to register on this site.

1. Does your organization have **ACTIVE REGISTRATION** status with SAM.gov?
____ Yes ____ No
2. If so, please provide you organizations DUNS number: _____

Note: Immediately after the bid opening takes place, the City will enter the bidder's DUNS number into the SAM database search engine. If the prospective bidder is not listed as ACTIVE on the database, the bid will be deemed non-responsive and disqualified from consideration of award.

To register, please access the following internet website: <http://www.sam.gov>. To register in SAM, an entity must have a Data Universal Numbering System (DUNS) number. The DUNS Number is assigned by Dun & Bradstreet, Inc. (D&B) to identify unique business entities.

If you're business does not have a DUNS number, the following websites may be accessed to begin the process of obtaining one:

www.grants.gov/applicants/org_step1.jsp or <http://fedgov.dnb.com/webform>

SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION INFORMATION

In preparation for registration in **SAM**, there are several steps you should take. Among these steps are:

1. **Obtain a TIN/EIN for your business from the IRS.** (Even if your business is a sole proprietorship, it's important — because of identity-theft considerations — that you do not operate your business using your Social Security number.)
2. **Obtain a DUNS number for your business.** (Don't pay anyone for this; a DUNS number can be obtained from Dunn & Bradstreet — D&B — at no cost via the web within a day or two.)
3. **Research and identify the PSC/FSC and NAICS codes most appropriate to your business.** (Every product and service is classified by these federal numbering systems, and it's essential that you identify the codes that are applicable to your business.)
4. **Write a brief capabilities statement.** (You must have a grammatically-correct, short description of what your company does.)
5. **Identify “key words” associated with the nature of your business.** (These words should be crafted from a government buyer's perspective; in other words, think about what the government might “call” what it is you do or sell.)
6. **Make a list of business references.** (Be prepared to provide company name, contact person, dollar value, and date range of work.)

Please make sure to plan ahead. There are not many preparatory steps, but they are the most important ones.

How do I register with SAM?

To register with SAM, go to the System for Award Management (SAM) site. Follow the online instructions to complete SAM registration. You will need your DUNS number and Employment Identification Number (EIN) or Taxpayer Identification Number (TIN).

If you have any questions please contact the Federal Service Desk at www.FSD.gov. Their phone number is (866) 606-8220.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AFFIDAVIT REGARDING CONFLICT OF INTEREST**

Acknowledgement:

I, the undersigned, certify that I have read and understand the conflict of interest regulations by the US Department of Housing and Urban Development, Community Development Block Grant Program, including 24 CFR Part 570.611:

24 CFR Part 570.611 (b) Conflicts prohibit. No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with CDBG funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

24 CFR Part 570.611 (c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official to the recipient, or of any designated public agencies, or of subrecipients that are receiving CDBG funds.

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☐ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

Date:

Company/Vendor Name:

Printed Name and Title:

Authorized Signatory:

CONFLICT OF INTEREST

SUMMARY OF RULES FOR CDBG CONTRACTORS

I. Introduction

Prospective CDBG contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of CDBG funding to the program and/or to the City, and in some cases can result in civil or criminal liability.

Organizations that are requesting CDBG funding should ask themselves the following questions:

- * Are any of my employees or board members,
 - a City employee or consultant who exercises CDBG-related functions as part of their City position?
 - a member of the Community Development Board that will participate in the City's CDBG selection process?
 - a City Official?
- * Are any immediate family members or business associates of my employees or board members,
 - a City employee or consultant who exercises CDBG-related functions as part of their City position?
 - a member of the Community Development Board will participate in the City's CDBG selection process?
 - a City Official?
- * Will any of my employees or board members receive a financial interest or benefit from CDBG funds (other than employee salaries or personnel benefits)? Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from CDBG funds (other than employee salaries or personnel benefits)?
- * To my knowledge, will my program or project have a financial effect on a City official or employee who exercises CDBG-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my program?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City in which CDBG funding will be utilized, will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of interest as described below. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal and State Conflict of Interest Laws govern activities funded with CDBG funds:

- * HUD conflict of interest regulations (24 CFR Part 570.611 and 24 CFR Part 85.36)
- * Texas Local Government Code Chapter 171.004
- * City of Edinburg Policies & Procurement Manual – General Ethical Standards

II. City Officials, Their Family or Business Partners Benefiting from CDBG Projects.

HUD rule. The HUD conflict of interest rule prohibits any "covered person" associated with the City (as defined below) from obtaining a financial interest or benefit from a CDBG assisted activity or contract, or the proceeds under any such contract, during that covered person's tenure with the City and for one year thereafter. A "covered person" is defined by HUD as any employee, agent, consultant, officer, or elected or appointed official of the City who, with respect to CDBG- funded activities under the contract: (a) exercises or has exercised any functions or responsibilities; or, (b) is in a position to participate in a decision-making process; or, (c) is in a position to gain inside information. City staff members or consultants who exercise the above roles or function with respect to the CDBG activity are considered "covered persons." For purposes of the CDBG program, a "covered person" specifically includes any member of the Edinburg City Council, or any director of any Board associated with reviewing and making recommendations on the funding for the contract, whether or not that Councilmember or director actually participated in the review or recommendation. "Covered person" may also include members of other City boards and commissions, if that board or commission has exercised functions or decision-making with respect to the CDBG activity. The HUD rule further prohibits anyone with "family or business ties" to the covered public official from receiving a financial interest or benefit.

State law. State law requires a local public official with substantial interest in a business entity or in real property, to file, before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature of and extent of the interest. The state law requires that any public official of the City, should publicly recuse him/herself from participating in any discussions relating to the CDBG grant-making process. Failure of the person to recuse him/herself ***before*** the discussions begin may disqualify the organization's application for funds.

III. Interests of persons associated with the contractor.

The HUD rule also addresses financial interests that are held by certain persons associated with a CDBG contractor. The HUD rule prohibits any "covered person" associated with the

contractor from obtaining a financial interest or benefit (with the exception of the use of CDBG funds to pay salaries and other related administrative and personnel costs) from a CDBG assisted activity or contract, or the proceeds under any such contract, during that covered person's tenure with the contractor and for one year thereafter. A "covered person" is defined by HUD as any employee, agent, consultant, officer, or elected or appointed official of the contractor who, with respect to CDBG-funded activities under the contract: (a) exercises or has exercised any functions or responsibilities; or, (b) is in a position to participate in a decision-making process; or, (c) is in a position to gain inside information. This rule extends to those with whom the covered person has "family or business ties" (as defined above). This rule would, for example, prohibit certain employees or directors of a CDBG contractor from using CDBG funds to pay for rent on property owned by that employee or director, as well as family and business associates of that person.

IV. Remedies and Sanctions.

The CDBG grant contract provides that if a CDBG contractor fails to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the improper conflict situation, the City may (1) suspend CDBG payments, (2) terminate the contract, (3) require reimbursement by the contractor to the City or to HUD of any amounts already disbursed, and/or (4) bar future CDBG funding of the contractor by the City. In addition, the City may suspend payments or terminate the contract in the event HUD suspends or terminates its grant to the City for conflict of interest reasons, or in the event the City reasonably determines that an improper conflict of interest situation may arise from payments under the contract. This could happen whether or not the contractor is responsible for the conflict of interest situation.

Certification:

I, the undersigned, acknowledge and certify that I have read and understand the summary of Rules for CDBG Contractors.

Date:

Printed Name and Title:

Company/Vendor Name:

Authorized Signatory:

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract, whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has files all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidders shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: _____

Address and Zip Code: _____

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.
Yes _____ No _____ (If answer is yes, identify the most recent contract)
2. Compliance reports were required to be filed in connection with such contract or subcontract.
Yes _____ No _____ (If answer is yes, identify the most recent contract)
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
Yes _____ No _____ None Required _____
4. If answer to Item 3 is "No", please explain in detail on the reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief.

(Name and Title of Signer – please type)

Signature

Date

HUD 4238

CLEAN AIR AND WATER CERTIFICATION

(For all contracts exceeding \$100,000 including indefinite quantities where the amount is expected to exceed \$100,000 in any year)

The Bidder certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;
2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and
3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official: _____

Name of Contractor's Authorized Official: _____

Title of Contractor's Authorized Official: _____

Date: _____

Certification Regarding Debarment and Suspension

Certification A: Certification Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) 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. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was in place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

U.S. Department of Housing and Urban Development

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Non-procurement list.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification B: Certification Regarding Debarment, Suspension, Ineligible and Voluntary Exclusion – Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to testify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement list.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant	Date
Signature of Authorized Certifying Official	Title

CERTIFICATION ON NON-LOBBYING ACTIVITIES

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the Award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

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

NAME

TITLE

SIGNATURE

DATE

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR

State of Texas)
County of Hidalgo)
City of Edinburg)

_____, being the first duly sworn, deposes and says that:

1. He/she is _____ of _____
(Owner, partner, etc.) (Company)
the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix price or prices in the attached Bid or of any other Bidder, or to fix overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against the City of Edinburg;

5. No member of the City Council, or any person in the employ of the City is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest including this affiant;

7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I the Bidder am not indebted to the City of Edinburg in any form or manner.

Signature: _____

Date: _____

Title: _____

Notary: _____

(Apply Notary Seal)

(Print or type names under all signatures)

INFORMATION REGARDING THE USE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MBE/WBE)

Procedures for Implementation of 40 CFR Part 31.136(e) (Minority Business Enterprise/Women's Business Enterprise)

Each bidder must fully comply with the requirements, terms, and conditions of the Federal policy to award a fair share of sub-agreements to minority and women's businesses. The bidder commits itself to taking affirmative actions contained herein, prior to submission of bids or proposals.

Affirmative Actions

1. When feasible, segmenting total work requirements to permit maximum MBE/WBE participation.
2. Assuring that MBEs and WBEs are solicited whenever they are potential sources of goods or services. This activity may include:
 - a. Sending letters or making other personal contacts with MBEs and WBEs (contact CDBG for website information) or other MBE/WBEs known to the bidder. MBEs and WBEs should be contacted when other potential subcontractors are contacted, within reasonable time (fifteen days) prior to bid submission or closing date for receipt of initial offers. Those letters or other contacts should communicate the following:
 - i. Specific description of the work to be subcontracted;
 - ii. How and where to obtain a copy of plans and specifications or other detailed information needed to prepare a detailed price quotation;
 - iii. Date quotation is due to the bidder;
 - iv. Name, address, and phone number of the person in the bidder's firm whom the prospective MBE/WBE subcontractor should contact for additional information.
 - b. Sending letters or making other personal contacts with local, state, Federal, and private agencies and MBE/WBE associations relevant to the project. Such contacts should provide the same information provided in the direct contacts to MBE and WBE firms.
3. Establishing delivery schedules, if feasible, which will encourage participation by MBEs and WBEs.

Determination of Compliance

It is to be noted that bidders must demonstrate compliance with MBE/WBE requirements to be deemed responsible. Demonstration of compliance shall include, but is not limited to, the following information:

1. Names, addresses, and phone numbers of MBE/WBEs expected to perform

work;

2. Work to be performed by the MBEs and WBEs;
3. Aggregate dollar amount of work to be performed by MBEs and WBEs, showing aggregate to MBEs and aggregate to WBEs separately;
4. Description of contacts to MBE and WBE organizations, agencies, and associates which serve MBE/WBEs, including names of organizations, agencies, and associations, and date of contacts;
5. Description of contacts to MBEs and WBEs, including number of contacts, fields, (i.e. equipment or material supplier, excavators, transport services, electrical subcontractors, plumbers, etc.) and date of contacts.

To demonstrate compliance, all bidders must complete the following Minority and Women's Business Enterprise Utilization Worksheet and submit it to the Owner with their bid.

This form to be submitted with Bid:

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION WORKSHEET

Grant Applicant _____

Project Number _____

Contractor/Engineer _____

Address, City, State, and Zip _____

Contact Person _____ Telephone No _____

Amount of Contract _____ MBE Percentage _____ WBE Percentage: _____

1. MBE _____ Subcontractor _____

WBE _____ Address, City, State, Zip _____

Contact Person _____

Amount of Subcontract _____ Tax ID Number _____

Scope Of Work _____

2. MBE _____ Subcontractor _____

WBE _____ Address, City, State, Zip _____

Contact Person _____

Amount of Subcontract _____ Tax ID Number _____

Scope Of Work _____

3. MBE _____ Subcontractor _____

WBE _____ Address, City, State, Zip _____

Contact Person _____

Amount of Subcontract _____ Tax ID Number _____

Scope Of Work _____

4. MBE _____ Subcontractor _____

WBE _____ Address, City, State, Zip _____

Contact Person _____

Amount of Subcontract _____ Tax ID Number _____

Scope Of Work _____

II. Federal Contract Provisions

**Community Development Block Grant Program
24 CFR Part 570**

FEDERAL CONTRACT PROVISIONS

This Contract is funded in whole or in part by the US Department of Housing and Urban Development Community Development Block Grant (CDBG) Program funds made available to the City of Edinburg. These additional provisions apply when CDBG is used to fund eligible activities permitted by the CDBG regulations published at 24 CFR Part 570. The Contractor and all of its Subcontractors shall comply with these Federal provisions. The Contractor shall include this document in all subcontracts and ensure it is also included in all lower-tier subcontracts of the Subcontractor.

1. Davis-Bacon Act -29 CFR Parts 1, 3, 5, 6, and 7

In carrying out this Agreement, the Contractor agrees to comply with the requirements of the Davis- Bacon Act, which requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works. A Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that workers who perform work in those classifications must be paid.

2. Contract Work Hours and Safety Standards Act – 40 U.S.C. 327-333

The Contractor shall comply with the requirements of the Contract Work Hours and Safety Standards Act as supplemented by U.S. Department of Labor regulations 29 CFR Part 5. CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on covered projects. The Act applies to both direct Federal contracts and indirect Federally-assisted contracts except where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty (\$10/day per violation). Intentional violations of CWHSSA standards can be considered for criminal prosecution. CWHSSA does not apply to construction or rehabilitation contracts that are not subject to Federal prevailing wage rates. CWHSSA applies to prime contracts greater than \$100,000 and to all subcontracts and lower-tier subcontracts or the Subcontractor.

3. Copeland "Anti-Kick Back" Act – 18 U.S.C. § 874 and 40 U.S.C. § 276c; 29 CFR Part3

The Contractor, Subcontractor(s) and lower-tier Subcontractors shall comply with the requirements of the Copeland "Anti-Kick Back" Act as supplemented in the U.S. Department of Labor regulations 29 CFR Part 3. The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally assisted project) to kickback (i.e., give up or pay back any part of their wages. The Copeland Act requires every employer (Contractors and Subcontractors) to submit weekly payroll reports (CPRs) and

regulates permissible payroll deductions.

4. Equal Employment Opportunity – Title VII of the Civil Rights Act of 1964; E.O. 11246

A. The Contractor will ensure that all Subcontractor(s) and lower-tier Subcontractors agree to incorporate or cause to be incorporated into any contract for professional services or construction, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Part 60, which is paid for in whole or in part with funds obtained from the Federal government or borrowed on the credit of the Federal government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any Federal program involving a grant, contract, loan insurance or guarantee, the following equal opportunity clause below.

B. During the performance of the contract, the Contractor, Subcontractor(s) and lower-tier Subcontractor(s) will:

1. Not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin;
2. Take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex or national origin.
3. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship;
4. Post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination. E.E.O. posters are included herein as Exhibit N to ensure notification of employees.
5. In all solicitations or advertisements for employees' state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin;
6. Send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the E.E.O. commitments under this section, and shall post copies of the notice in conspicuous place available to employees and applicants for employment;
7. Comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules regulations and relevant orders of the Secretary of Labor;
8. Furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders;
9. In the event of non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor, Subcontractor(s) and lower-tier Subcontractor(s) may be declared ineligible for further government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies

invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or otherwise provided by law; and

10. Include paragraph B, and B1-9 in every subcontract, lower-tier subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 14, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the administering agency to enter into such litigation to protect the interests of the United States.

C. The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally-assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrument or subdivision of such government which does not participate in the work on or under the contract.

D. The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

E. The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Subcontractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the City or the Secretary of Labor pursuant to Part II, Subpart D of the executive order.

F. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the City may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant (contract, loan insurance or guarantee) refrain from extending any further assistance to the Contractor under the CDBG program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate proceedings.

5. Title VI of Civil Rights Act of 1964 – 42 U.S.C. § 2000d et seq.

During the performance of this contract, the Contractor, for itself, its assignees and successors interest (hereinafter referred to as the "Contractor"), agrees as follows:

A. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the regulations, including employment practices.

B. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.

C. The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, their sources of information and its facilities as may be determined by the City and the U.S. Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City or the U.S. Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.

D. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City or the U.S. Department of Housing and Urban Development shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or
2. Cancellation, termination or suspension of the contract, in whole or in part.

E. The Contractor shall include the provisions of paragraph A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directive issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City or the U.S. Department of Housing and Urban Development may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the City to enter such litigation to protect the City, and in addition, the Contractor may request the U.S. Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

6. Section 504 of the Rehabilitation Act of 1973 – 29 U.S.C. 794, 24 CFR Parts 8 and 9

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or

applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices that state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees. E.E.O. posters are included herein as Exhibit N to ensure notification to disabled employees.

E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contractual understanding, that the Contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each Subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq; 24 CFR Parts 40 and 41

The Contractor shall comply with the Architectural Barriers Act, which requires buildings and facilities that are constructed by or on behalf of, or leased by the United States, or buildings financed, in whole or in part, by a grant or loan made by the United States to be accessible to persons with mobility impairments. The Architectural and Transportation Barriers Board (ATBCB) has coordination authority for the ABA of 1968.

8. Age Discrimination in Employment Act of 1975 – 42 U.S.C. 6101, et seq; 24 CFR Part 146

The Contractor shall comply with the Age Discrimination Act of 1975, which provides that no person, on the basis of age shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

9. Americans with Disabilities Act of 1990 – E.O. 11250; 42 U.S.C. 12131; 24 CFR Part 35

The Contractor shall comply with the Americans with Disabilities Act of 1990, which provides that no person, on the basis of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

10. Energy Policy and Conservation Act – Public Law 94-163, Stat. 871

The Contractor shall comply with the requirements of mandatory standards and policies relating to energy efficiency, which are contained in the Georgia energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

11. Section 109 Title I of the Housing and Urban Development Act of 1974 – 42 U.S.C. 5309

The Contractor shall, as provided for in Section 109, ensure that no person in the United States shall, on the grounds of race, color, national origin, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

12. Section 306 Clean Air Act, Section 508 Clean Water Act and EPA Regulations – 42 U.S.C. 1857(h); 33 U.S.C. 1251 et seq. as amended; 40 CFR Part 15

The Contractor shall comply with the requirements of the Federal Clean Air Act and the Federal Water Pollution Control Act, as amended. Requirements for compliance with these regulations apply to contracts, subcontracts and subgrants in amounts in excess of \$100,000.

13. Section 3 – 24 CFR Part 135

The Contractor shall comply with the purposes of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) and ensure that employment and other economic opportunities generated by HUD-funded programs, to the greatest extent feasible, and consistent with Federal, State and local laws and regulations, be directed to low-and very-low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low-and very low-income persons. Section 3 regulations apply only to Contractors (or Subcontractors) receiving CDBG funds in excess of \$100,000 to complete projects involving housing construction, rehabilitation or other public construction projects.

14. Certification of Non-segregated Facilities – E.O. 11246; 41 CFR Part 60-1.8

The Contractor certifies that it does not maintain or provide for its employees any segregated facility at any of its establishments, and those under its control. The Contractor certifies further that it will not maintain or provide for employment segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregate facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms

and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom or otherwise. The Contractor further agrees that (except where it has obtained identical certifications from proposed Subcontractors for specific time periods) it will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certification in its files; and that it will forward this notice to such proposed Subcontractors (except where proposed Subcontractors have submitted identical certification for specific time periods).

15. Drug-free Workplace Requirements – 41 U.S.C. 701; 24 CFR Part 21.

The Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1988. The Contractor certifies to comply with the Drug-free workplace requirements in accordance with the Act, and with U.S. Department of Housing and Urban Development regulations.

16. Minority, Women-owned, Small Business Enterprise (M/W/SBE) – 24 CFR Part 85(e)

The Contractor, and any subsequent Subcontractors, shall take affirmative steps to contract with minority, women-owned and small businesses, and labor surplus area firms. Affirmative steps shall include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- F. Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in this section.

17. Copyrights and Patent Rights – 24 CFR Part 85.34 and Part 85.36(i)(8)

No reports, maps or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor or any

Subcontractor. The

U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal government purposes (a) a copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a grantee, subgrantee or Contractor purchases ownership with grant support.

18. Audits – 24 CFR Part 85.26(b)(1)

Commercial Contractors (private for-profit, and private and governmental organizations) providing goods and services to State and local governments are not required to have a single audit performed. However, the Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the City to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to the City or any authorized representative, and will be retained consistent with Record Retention requirements stated in Section 21.

19. Conflict of Interest – 24 CFR Part 85.36 and 24 CFR Part 570.611

The Contractor shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported with CDBG. No employee, officer or agent of the City shall participate in the selection, or in the award or administration of a contract supported with CDBG if a conflict of interest, real or apparent, would be involved. Persons covered under this section include any person who is:

- A. An employee, agent, consultant, officer or elected or appointed official of the grantee, any designated public agency or any subrecipient agency that is receiving CDBG funds from the City;
 - 1. Any member of his/her immediate family;
 - 2. His or her partner; or
 - 3. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The Contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, potential Contractors or parties to subagreements funded with CDBG funds. To the extent permitted by the State or local law or regulations, such standards of conduct shall provide for the penalties, sanctions or other disciplinary actions for violations of such standards of by the grantee's officers, employees or agents, or Contractors or their agents.

No persons described in A through D above who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

20. Records Retention – 24 CFR Part 85.42(a)-(d)

The Contractor shall comply with the CDBG records retention regulations. Financial, program, supporting, statistical and other records pertinent to this contract and the grant program shall be maintained for 4 years (24 CFR Part 570(a)(16)). However, if any litigation, claim, negotiation, audit or other action involving the records starts before the expiration of the 4 year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the 4 year period, whichever is later.

21. Records Access – 24 CFR Part 85.42(e) & (f)

The Contractor shall give access to all records, pertinent books, documents, papers or other records related to this contract to the awarding agency, the Comptroller of the United States and any of their authorized representatives in order to audit, examine, excerpt and transcribe information as needed.

III. Federal Register 2 CFR Part 200, Appendix II

FEDERALLY MANDATED PROCUREMENT CONTRACT PROVISIONS

Appendix II to 2 CFR Part 200

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable. The Contractor and all of its Subcontractors shall comply with these Federal provisions. The Contractor shall include this document in all subcontracts and ensure it is also included in all lower-tier subcontracts of the Subcontractor.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The

non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40

hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40

U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]