

CONTRACT

CONTRACT FOR PURCHASE OF SNOW REMOVAL EQUIPMENT FOR FLAGSTAFF AIRPORT
Contract No. 2019-121

This Contract is entered into this ____ day of _____, 2019 by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and Quality Truck Care Center, Inc., a Wisconsin Corporation ("Contractor").

WHEREAS, the City desires to receive, and Contractor is able to provide materials and/or services;

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

1. **Scope of Work:** Contractor shall provide **TWO (2) MATERIAL SPREADERS AND VEHICLES FOR FLAGSTAFF AIRPORT**, subject to all terms, conditions, and specifications provided in the response to this Solicitation and in the Scope of Work attached hereto as Exhibit A.
2. **Compensation:** In consideration for the Contractor's satisfactory performance, City shall pay Contractor six-hundred eighty-six thousand two hundred thirty-four dollars and forty-eight cents (\$686,234.48) Any price adjustment must be approved in writing and approved by the parties. The City Manager or his designee (the Purchasing Director) may approve an adjustment if the Contract price is less than \$50,000; otherwise City Council approval is required.
3. **Grant Provisions:** The parties agree to comply to the Grant Provisions attached hereto as Exhibit B.
4. **Standard Terms and Conditions:** The City of Flagstaff Standard Terms and Conditions, attached hereto as Exhibit C are hereby incorporated in this Contract by reference and shall apply to performance of this Contract, except to the extent modified in Exhibit A.
5. **Special Terms and Conditions:** The City of Flagstaff Special Terms and Conditions, attached hereto as Exhibit D are hereby incorporated in this Contract by reference and shall apply to performance of this Contract, except to the extent modified in Exhibit A.
6. **Contract Term:** The Contract term will be for one (1) year from the date the Contract is signed. This one-year term will allow for additional purchases by the Fleet Committee if needed within the term.
7. **Notice:** Any formal notice required under this Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Timothy Skinner
Airport Operations/ARFF Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, Arizona 86001

To Contractor:

Shaun Flemming
Sales Professional
Quality Truck Care Center, Inc.
5725 Green Valley Road
Oshkosh, Wisconsin 54904

With a copy to:

With a copy to:

Matthew Luhman
Senior Procurement Specialist
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, Arizona 86001
Email: mluhman@flagstaffaz.gov

8. Authority: Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

CONTRACTOR

Print name: _____

Title: _____

CITY OF FLAGSTAFF

Print name: _____

Title: _____

Attest:

City Clerk

Approved as to form:

City Attorney's Office

COOPERATIVE PURCHASES (FORM)

The City is a member of Flagstaff Alliance for the Second Century, along with the Coconino County Community College District, Northern Arizona University, Coconino County and Flagstaff Unified School District.

The City is also a member of S.A.V.E. (Strategic Alliance for Volume Expenditures), which consists of numerous municipalities, counties, universities, colleges, schools and other Arizona State agencies.

Cooperative purchasing arrangements such as the above are sanctioned by state law and allow a Bidder to sell services and materials to any member of a cooperative group under the same pricing, terms and conditions of contract awarded to the Bidder by any other member, following a competitive procurement process.

Is your company willing to offer the goods and services solicited under the terms and conditions of this solicitation to other members of the Flagstaff Alliance for the Second Century and S.A.V.E. under the same pricing, terms and conditions?

SF Yes _____ No (INITIAL ONE)

If you answered No, that is acceptable. The City will not reject your offer or consider it to be non-responsive.

If you answered Yes, and a Contract is approved, others may seek to do business with you under the same terms and conditions, subject to your approval.

BID (FORM)

TO THE CITY OF FLAGSTAFF: The undersigned Bidder hereby offers and agrees to furnish materials and/or services in compliance with the Solicitation, including any Addenda, and as described in this Bid made to the City, including the attached manufacturer's specifications and dimension sheet.

SOLICITATION NUMBER: 2019-121

**U.S. Department of Transportation Federal Aviation Administration
Grant Agreement No. 3-04-0015-043-2019**

DESCRIPTION OF UNIT: Material Spreader and Vehicle for Flagstaff Airport

UNIT PRICE \$ 300,068.00
FREIGHT \$ 15,500.00
TAX (9.131) % \$ 27,549.24
TOTAL UNIT PRICE \$ 343,117.24

OPTIONS (Please state additional cost from "Total Unit Price" or "base price")

(1) TPT Tax for the City of Flagstaff \$ _____
(2) Total Amount Due including all taxes \$ 343,117.24

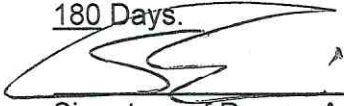
Any other specifications not standard, but being requested by City, must be included here, with price.

Miscellaneous charges: _____

(All charges must be included; no extra charges will be considered at a later date. Miscellaneous charges will be considered in determining the low bid)

DELIVERY:

Maximum number of calendar days to deliver after receipt of a purchase order and start of production
180 Days.



Signature of Person Authorized to Sign Bid
Shawn Fleming

Printed Name

Sacks Professional

Title
8/22/2019

Date

EXHIBIT A

SCOPE OF WORK

Material Spreader and Vehicle Specifications

1. Conventional carrier vehicle with all-wheel drive
2. Must meet minimum Performance Requirements from SAE ARP 6059 Paragraph 3.2:

3.2 Minimum Performance Requirements

The nominal hopper capacity as stated by the manufacturer shall be within a range of -2% to + 1% of the actual hopper capacity when filled to a water level load.

The hopper shall be constructed of material selected to provide structural strength and long life when exposed to the specified chemicals used in snow and ice control. The hopper shall have a 10 year guarantee from the manufacturer against structural failure and corrosion that significantly reduces structural integrity or the hopper's ability to contain a full load of material without leakage. The airport sponsor may specify acceptable materials for the hopper. The hopper shall be provided with four lifting hooks, one at each corner of the body for installing and removing the spreader.

The material spreader shall be capable of dispensing materials in a controlled manner at various speeds from a minimum of 5-mph through 40-mph or more. Material flow shall be continuous in both forward and reverse motion, but shall automatically stop when the vehicle is not moving. The operator shall also have the ability to override the automatic rate when stationary for testing, off loading, demonstration purposes, or to temporarily increase the rate of material deposition to address specific pavement needs through the use of a switch or button that overrides the metering function and applies extra material.

The unit shall have a maximum material spreading width of not less than 40 feet, or as specified by the airport sponsor.

The spreader manufacturer shall provide the airport sponsor with the hydraulic power requirements, including pressure, volume, and fluid cooling needs that must be supplied by the carrier vehicle for proper operation of hydraulic spreaders.

Similar information to allow the airport sponsor to determine other power sources shall be provided in cases where the spreader is driven by a system other than carrier vehicle hydraulics. The calculations must be comprehensible, complete, logical, and in a mathematical order per SAE and the Fluid Power Society standard formulas and practices. Downloaded from SAE International by Christopher Magnan, Thursday, May 16, 2019 SAE ARP6059 Page 11 of 20

Written installation and/or application approval from the manufacturers of hydraulic components must be provided. This shall include hydraulic pumps, motors and valves. Hydraulic pressure, flow and temperature parameters must be within the limits prescribed by the component manufacturer for this installation while the vehicle or subsystem is operated normal duty cycle in the maximum or minimum ambient temperature conditions specified. These approvals shall be delivered with the material spreader.

The airport sponsor may accept data resulting from a manufacturer's performance test or may request an independent performance test or may elect to conduct a performance test to ensure compliance with the requirements prior to acceptance.

3. Must comply with SAE ARP 6059 Paragraph 3.3.1:

3.3.1 Information to be Provided for Carrier Vehicle Selection

The material spreader manufacturer shall provide complete information on weights and centers of gravity to facilitate selection of an appropriate carrier vehicle. This shall specifically include:

- Empty weight of the complete material spreader including all accessories, fluids, tie-downs, and everything except the material.
- Shipping weight of the material spreader and the center of gravity location of the unit as delivered to facilitate material handling requirements.
- Gross weight, longitudinal center of gravity location, and vertical center of gravity location of the unit when filled to rated capacity (water level load unless otherwise specified) with each of the chemicals specified in this standard, and those specified by the airport sponsor.
- Gross weight, longitudinal center of gravity location, and vertical center of gravity location of the unit when filled to maximum heaped capacity with each of the chemicals specified in this standard, and those specified by the airport sponsor.
- Height from the base of the spreader to the highest point of the spreader, including top grates or other accessories to allow determination of loading height of the unit when mounted.

For new carrier vehicle applications, at the request of the airport sponsor, the spreader manufacturer shall work with the carrier vehicle manufacturer to assure the completed material spreader/carrier vehicle combination will not exceed any GAWR, the vehicle GVWR and that the weight distribution meets industry standards and recommendations. CG heights will also be verified for the completed material spreader/carrier vehicle to assure CG heights are within the carrier vehicle manufacturer and industry standards. This data is to be presented to the airport sponsor in the form of a diagram depicting key dimensions and

weights. In addition, certification of the intended application will be provided by both the material spreader manufacturer and the carrier vehicle manufacturer detailing their approval of the configuration for the intended functions. When required by the airport sponsor, the completed unit shall be weighed at a certified scale in both the nominally empty configuration, and the fully laden (rated) capacity using the highest density liquid and dry materials specified by the airport sponsor. The material type, and specific gravities or density of the materials, and certified weight tickets showing gross and axle loadings shall be provided to the airport sponsor. Should the unit exceed any axle GAWR or the GVW it shall be cause for rejection of the unit.

4. Must comply with SAE ARP 6059 Paragraph 3.9:

3.9 Distribution Control System The unit must be equipped with a distribution control system to regulate the discharge of material onto the airport surfaces in a uniform and controlled fashion, allowing the operator to select the degree of material disbursement, and providing automatic disbursement at the selected regulated amount at any speed from stopped to maximum vehicle speed. The control system shall allow the operator to select distribution rates from as little as 1 pound of material per 1000 square feet to as much as 40 pounds per 1000 square feet. An intermittent over-ride control to enable an operator to apply added material to selected spots or areas shall be provided. The distribution control system shall be of the type specified by the airport operator:

Type 1 - Ground speed controlled distribution system in which the system uses information from the carrier vehicle's tires, axle, transmission or other data source to adjust material dispersal rate based on the speed of the carrier vehicle.

5. Must comply with SAE ARP 6059 Paragraph 3.16:

3.16 Airport Specific Equipment

3.16.4 Infrared pavement temperature sensor complete with ambient temperature sensor and dew point indicator to be provided on chassis.

3.16.9 Stability augmentation system for carrier vehicle to reduce the chance of loss of control or vehicle rollover.

3.16.10 Weatherproof tarpaulin system to cover top of hopper body and prevent entry of rain or snow into stored material and to prevent blowing of stored materials onto roadway or other vehicles. Airport sponsor should specify whether manual or power driven cover is required.

3.16.11 Hopper fire hose connection point to allow flushing and cleanout of residual materials from the material spreader. The hose connection point shall be located in a position to facilitate flushing the material spreader of residual

chemicals. The connection point shall be readily accessible from the ground, and shall have female swivel threads appropriate to the airports water system. The swivel connection shall be equipped with a plug secured by a chain to prevent loss. Airport sponsor to specify size and fire connection thread, and if bracket for on-vehicle hose storage and or hydrant wrench is required.

3.16.12 Detachable or retractable spreader mechanism to allow the distribution mechanism to be removed or stowed so as to protect the unit from damage during non-material spreading uses.

3.16.15 Rear bumper or crash guards to prevent or minimize damage to the spreader mechanism in backing operations, or from contact with following vehicles.

3.16.16 Ladder

The unit will be equipped with a bolt-on or other easily removable ladder or access system mounted on the unit. The ladder or access system shall be mounted in a mutually agreed location, and shall conform to the most recent edition of,SAE J185 using the "preferred" dimensions offered in this standard.

3.16.17 Off-vehicle storage stand to hang or support spreader during off-season, or if the unit is to be used for other snow operations such as snow hauling. The airport sponsor may specify stands or supports for slip in type spreaders for off-storage. Type and configuration to be specified by airport sponsor. The time required to install or remove the spreader should be no more than 30 minutes with one person using hand tools.

3.16.18 Centralized Automatic Lubrication System

To provide automatic and periodic lubrication, a system shall be designed to utilize lubricants of Grades NLGI 00 or NLGI,000, or other lubricant that may be deemed appropriate by the spreader manufacturer, and to lubricate all points requiring periodic greasing, except those where rotation or other dynamic considerations preclude automatic lubrication. The system shall include a pump, grease reservoir, control module, and distribution lines and fittings, properly installed in the material spreader. The system shall be designed to select and adjust the rate of lubricant application for each lubrication point, and failure at any lubricant point, either through blockage or loss of pressure, shall not affect other lubrication points. Grease reservoir level shall be directly observable, or if not directly observable shall include a low grease level warning light to illuminate at about 25% of reservoir capacity to indicate servicing is needed.

6. Must comply with SAE ARP 6059 Paragraph 3.18:

3.18 Operation, Parts, and Maintenance Manuals

Manuals shall be provided to cover the diagnosis and repair of all material spreader systems and components. Manuals shall be provided electronically on computer disks, flash drives, on microfiche, or as bound "hard" copies. Paper manuals shall be bound and assembled. The manuals shall include detail drawings, schematic electric and hydraulic or other piping diagrams, and complete parts lists for all components of the unit and associated equipment furnished. Where components or equipment of several manufacturers have been used in assembling the unit, the manuals shall include operating, maintenance, and repair manuals and parts lists of all manufacturers, covering all of the components used.

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In addition to the manuals, any proprietary diagnostic tools, equipment, software, and programs (those solely available from the manufacturer and not available as an aftermarket product) shall be provided for diagnostics and maintenance of the unit(s). When such diagnostic tools, equipment, software, and programs require updating, maintenance contracts, or

subscriptions, the vendor shall offer such services to the airport sponsor as though the airport sponsor was a dealer or distributor, at dealer or distributor pricing, for as long as the material spreaders are owned by the airport sponsor. The total number of sets of manuals, diagnostic tools, equipment, software and programs furnished under these specifications shall be as specified by the airport sponsor.

7. Solid material spreader hopper size of 6 cy w/ a variable application rate

8. All aspects of the Solid material spreader must be accordance with all Eligible aspects of SAE ARP 6059, Solid Deicing/Anti-icing Material Spreader for Airport Application.by FAA Advisory Circular 150/5220-20A.

9. Carrier vehicle will be equipped with an Intermediate, power reversible snow plow

**2018 WESTERN STAR 4900XD RUNWAY SNOW PLOW
CHASSIS**
VIN 5KKDALCK3JPJY2510



2018 4900XD 4X4
VIN 5KKDALCK3JPJY2510
STOCK #2510

O V E R V I E W

WESTERN STAR 4900XD CHASSIS

SET BACK AXLE – TRUCK 4X4
DDC 60-14.0L 425 HP @ 1800 RPM; 2100 GOV RPM, 1475
LB/FT @ 1350 RPM
ALLISON 4000 RDS AUTOMATIC TRANSMISSION WITH
PTO PROVISION
RS-30-185 30,000# U-SERIES SINGLE REAR AXLE
REYCO 79 KB 31,000# REAR SUSPENSION
MT-22 22,000# SINGLE FRONT DRIVE AXLE
23,000# FLAT LEAF FRONT SUSPENSION

123 INCH BBC STEEL CONVENTIONAL CAB
4200MM (165 INCH) WHEELBASE
NO FIFTH WHEEL
3/8X3-7/8X11-5/8 INCH STEEL FRAME 120KSI
1050MM (41 INCH) REAR FRAME OVERHANG
1/4 INCH (6MM) C-CHANNEL INSERT AT REAR
SUSPENSION ONLY

2018 4900XD 4X4
VIN 5KKDALCK3JPJY2510
STOCK #2510



Creighton Pritzlaff
262-894-0511
cpritzlaff@wausauequipment.com

06/22/18

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S P E C I F I C A T I O N S

| Data Code | Description | Weight Front | Weight Rear |
|------------------------------|---|-----------------|----------------|
| Vehicle Configuration | | | |
| 001-424 | WESTERN STAR 4900SA CHASSIS | 9,674 | 6,846 |
| 004-218 | 2018 MODEL YEAR SPECIFIED | | |
| 002-004 | SET BACK AXLE - TRUCK | -10 | |
| 019-001 | TRAILER TOWING PROVISION AT END OF FRAME FOR TRUCK | 10 | 10 |
| 003-001 | LH PRIMARY STEERING LOCATION | | |
| General Service | | | |
| AA1-003 | TRUCK/TRAILER CONFIGURATION | | |
| AA6-002 | DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES) | | |
| A85-015 | AIRPORT SERVICE | | |
| A84-1GM | AIRPORT SNOW REMOVAL SEGMENT | | |
| AA4-011 | FIXED LOAD COMMODITY | | |
| AA5-010 | TERRAIN/DUTY: NO PUBLIC STREETS, ROADS OR HIGHWAYS | | |
| AB1-008 | MAXIMUM 8% EXPECTED GRADE | | |
| N AB5-001 | SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE | | |
| 995-1A6 | WESTERN STAR SEVERE SERVICE WARRANTY | | |
| A66-99D | EXPECTED FRONT AXLE(S) LOAD : 23000.0 lbs | | |
| A68-99D | EXPECTED REAR DRIVE AXLE(S) LOAD : 25000.0 lbs | | |
| A63-99D | EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 48000.0 lbs | | |
| A70-99D | EXPECTED GROSS COMBINATION WEIGHT : 80000.0 lbs | | |

Truck Service

2018 4900XD 4X4
VIN 5KKDALCK3JPJY2510
STOCK #2510



Creighton Pritzlaff
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cpritzlaff@wausauequipment.com

| Data Code | Description | Weight Front | Weight Rear |
|------------------------------|---|--------------|-------------|
| AA3-018 | FRONT PLOW/END DUMP BODY | | |
| AF4-99D | EXPECTED EMPTY BODY WEIGHT : 4300.0 lbs | | |
| A88-99D | EXPECTED TRUCK BODY LENGTH : 11.0 ft | | |
| AE2-99D | EXPECTED TRUCK BODY WIDTH : 96.0 in | | |
| AF6-99D | EXP EMPTY BODY CG LOC FROM BODY FRT(A89) : 5.9 ft | | |
| A89-99D | BRAKING-EXPECTED CAB TO BODY CLEARANCE : 9.0 in | | |
| AF7-99D | EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in | | |
| Tractor Service | | | |
| AA2-001 | PINTLE HITCH EQUIPMENT TRAILER | | |
| AH6-001 | SINGLE (1) TRAILER | | |
| Engine | | | |
| 101-2JK | DDC 60-14.0L 425 HP @ 1800 RPM; 2100 GOV RPM, 1475 LB/FT @ 1350 RPM | -50 | |
| Electronic Parameters | | | |
| EE1-002 | DDC/MBE IDLE TIMER SHUTDOWN ENABLE - N | | |
| EE2-002 | DDC/MBE PTO SHUTDOWN DISABLE | | |
| EF1-002 | PTO WITH CC SWITCHES - N | | |
| EH1-002 | PROGRESSIVE SHIFTING ENABLE - N | | |
| Engine Equipment | | | |
| 99C-902 | TIER 3 EPA OFF-HIGHWAY EMISSION CERTIFICATION | -400 | |
| 13E-005 | OIL PAN FOR AWD | | |
| 105-011 | OIL CHECK MOUNTED RH SIDE OF ENGINE WITH EXTENDED TUBE | 2 | |
| 133-009 | TWO PIECE VALVE COVER WITH OIL FILL IN TOP | | |
| 014-1CH | DUAL INSIDE/OUTSIDE AIR INTAKE WITH DONALDSON STAINLESS STEEL COWL MOUNTED AIR CLEANERS AND STAINLESS STEEL CAPS AND BANDS | 40 | |
| 124-1E8 | DR 12V 240 AMP 40-SI BRUSHLESS PAD ALTERNATOR WITH REMOTE BATTERY VOLTAGE SENSE | 10 | |
| 292-071 | (3) ALLIANCE MODEL 1231, GROUP 31, 12 VOLT MAINTENANCE FREE 3375 CCA THREADED STUD BATTERIES | | |
| 290-1AR | (1) ALUMINUM BATTERY BOX FOR UP TO (4) BATTERIES, LONG SIDE TO RAIL | -45 | -15 |
| 282-002 | SINGLE BATTERY BOX FRAME MOUNTED RH SIDE UNDER CAB | | |

2018 4900XD 4X4
VIN 5KKDALCK3JPJY2510
STOCK #2510

| Data Code | Description | Weight Front | Weight Rear |
|-----------|---|--------------|-------------|
| 291-017 | WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN | | |
| 289-001 | NON-POLISHED BATTERY BOX COVER | | |
| 293-031 | POSITIVE CAB POWER SHUTOFF SWITCH IN CAB OUTBOARD OF DRIVER SEAT (EXCLUDES ENGINE ECM; DATASTAR AND RADIO MEMORY POWER) | | |
| 107-016 | BW SERIES 750 16.5 CFM AIR COMPRESSOR | | |
| 131-002 | TEFLON COMPRESSOR DISCHARGE LINE | | |
| 152-040 | ELECTRONIC ENGINE INTEGRAL WARNING AND DERATE PROTECTION SYSTEM | | |
| 128-998 | NO RETARDER | -60 | |
| 016-011 | STATIONARY CAB MOUNTED SINGLE RH VERTICAL EXHAUST | -205 | -205 |
| 239-032 | 11 FOOT 00 INCH (132 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT | | |
| 233-001 | BRIGHT UPPER STACK(S) | | |
| 237-051 | VERTICAL CURVED TAILPIPE(S), RH (SINGLE EXHAUST) OR RH AND LH SIDES (DUAL EXHAUST) | | |
| 23U-998 | NO DIESEL EXHAUST FLUID TANK | -75 | -30 |
| 23Z-998 | NO DIESEL EXHAUST FLUID TANK COVER | -35 | -15 |
| 242-016 | ROUND PERFORATED SINGLE STAINLESS STEEL MUFFLER/TAILPIPE SHIELD | | |
| 273-036 | BORG WARNER (KYSOR) REAR AIR ON/OFF ENGINE FAN CLUTCH | | |
| 276-002 | AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED | | |
| 110-014 | OMIT PRIMARY FUEL FILTER | | |
| 118-001 | FULL FLOW OIL FILTER | | |
| 120-033 | POWERCOOL PLAIN COOLANT FILTER | 10 | |
| * 266-058 | 1450 SQUARE INCH RADIATOR | -40 | |
| 267-001 | REMOTE MOUNTED SURGE TANK | | |
| 103-039 | ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT | | |
| 171-007 | GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT | | |
| 172-010 | CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES AND AIR INTAKE SYSTEM | | |
| 270-013 | RADIATOR DRAIN PLUG | | |
| 360-013 | 1350 ADAPTER FLANGE FOR FRONT PTO PROVISION | 40 | |
| 138-005 | PHILLIPS-TEMRO 1500 WATT/115 VOLT BLOCK HEATER | 4 | |

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| Data Code | Description | Weight Front | Weight Rear |
|-----------|---|--------------|-------------|
| 140-022 | CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR | | |
| 155-015 | DELCO 12V 50MT 400 STARTER | 20 | |
| 109-007 | CAST IRON FRONT AND REAR ENGINE SUPPORTS | | |

Transmission

| | | | |
|---------|--|-----|----|
| 342-1M1 | ALLISON 4000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION | 170 | 50 |
|---------|--|-----|----|

Transmission Equipment

| | | | |
|---------|--|-----|-----|
| 343-339 | ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV | | |
| 84B-012 | ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES | | |
| 84C-023 | PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY | | |
| 84D-023 | SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY | | |
| 34C-001 | ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED | | |
| 362-035 | CUSTOMER INSTALLED CHELSEA 277 SERIES PTO | | |
| 363-007 | PTO MOUNTING, TOP RH SIDE OF MAIN TRANSMISSION | | |
| 345-003 | PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED | | |
| 97G-004 | TRANSMISSION PROGNOSTICS - ENABLED 2013 | | |
| 370-006 | WATER TO OIL TRANSMISSION COOLER | 10 | |
| 346-003 | TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK | | |
| 373-026 | MARMON-HERRINGTON MVG-1600 2- LONG DROP TRANSFER CASE SPEED with planetary torque proportioning interaxle differential | 500 | 200 |
| 376-001 | TRANSFER CASE SHIFT CONTROLS WITH TRANSFER CASE PTO ON/OFF SWITCH WHEN APPLICABLE | | |
| 374-002 | STEEL FRONT AND REAR PTO/TRANSFER CASE SUPPORTS WITH RUBBER MOUNTS | | |
| 35T-001 | SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT) | | |

Front Axle and Equipment

| | | | | |
|---|---------|---------------------------------------|-------|--|
| N | 400-040 | MT-22 22,000# SINGLE FRONT DRIVE AXLE | 2,080 | |
|---|---------|---------------------------------------|-------|--|

2018 4900XD 4X4
VIN 5KKDALCK3JPJY2510
STOCK #2510

| Data Code | Description | Weight Front | Weight Rear |
|--------------------------------|---|--------------|-------------|
| 398-611 | 6.11 FRONT AXLE RATIO | | |
| 389-076 | MXL 17N MERITOR EXTENDED LUBE FRONT STEERING AXLE DRIVELINE WITH FULL ROUND YOKES | 10 | |
| * 45E-001 | DRIVER CONTROLLED TRACTION FRONT DIFFERENTIAL | | |
| 402-027 | MARMON-HERRINGTON 16.5X7 CAM FRONT BRAKES | | |
| 403-002 | NON-ASBESTOS FRONT BRAKE LINING | | |
| 419-019 | MARMON-HERRINGTON CAST IRON FRONT BRAKE DRUMS | | |
| 427-001 | FRONT BRAKE DUST SHIELDS | 5 | |
| 409-006 | FRONT OIL SEALS | | |
| 416-022 | STANDARD SPINDLE NUTS FOR ALL AXLES | | |
| 405-013 | MARMON-HERRINGTON AUTOMATIC FRONT SLACK ADJUSTERS | | |
| N 536-028 | TRW TAS-65 POWER STEERING WITH RCS65 AUXILIARY GEAR | | |
| 539-003 | POWER STEERING PUMP | | |
| 534-003 | 4 QUART POWER STEERING RESERVOIR | | |
| 533-001 | OIL/AIR POWER STEERING COOLER | | |
| 40T-002 | SYNTHETIC 75W-90 FRONT AXLE LUBE | | |
| Front Suspension | | | |
| 620-068 | 23,000# FLAT LEAF FRONT SUSPENSION | 350 | |
| 619-002 | THREADED SPRING PINS AND BUSHINGS - FRONT SUSPENSION | | |
| 410-001 | FRONT SHOCK ABSORBERS | | |
| Rear Axle and Equipment | | | |
| 420-024 | RS-30-185 30,000# U-SERIES SINGLE REAR AXLE | | -2,020 |
| 421-614 | 6.14 REAR AXLE RATIO | | |
| 424-001 | IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING | | |
| 386-078 | MXL 18N MERITOR EXTENDED LUBE MAIN DRIVELINE WITH FULL ROUND YOKES | | |
| 382-078 | MXL 18N MERITOR EXTENDED LUBE INTERTRANSMISSION DRIVELINE WITH FULL ROUND YOKES | 20 | |
| * 452-001 | DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE | | 20 |
| 878-018 | (1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE | | |
| 87B-008 | INDICATOR LIGHT FOR EACH DRIVER CONTROLLED TRACTION DEVICE SWITCH | | |

2018 4900XD 4X4
VIN 5KKDALCK3JPJY2510
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| Data Code | Description | Weight Front | Weight Rear |
|-----------|---|--------------|-------------|
| 423-010 | MERITOR 16.5X7 P CAM REAR BRAKES, DOUBLE ANCHOR, CAST SHOES | | 20 |
| 433-002 | NON-ASBESTOS REAR BRAKE LINING | | |
| 434-011 | BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S) | | |
| * 451-015 | MERITOR CAST IRON REAR BRAKE DRUMS | | 60 |
| 425-002 | REAR BRAKE DUST SHIELDS | | 10 |
| 440-006 | REAR OIL SEALS | | |
| 426-074 | HALDEX GOLDSEAL LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS | | -20 |
| 428-007 | BENDIX VERSAJUST AUTOMATIC REAR SLACK ADJUSTERS | | |
| 41T-002 | SYNTHETIC 75W-90 REAR AXLE LUBE | | |
| 42T-001 | STANDARD REAR AXLE BREATHER(S) | | |

Rear Suspension

| | | | |
|---------|--|--|-----|
| 622-079 | REYCO 79 KB 31,000# REAR SUSPENSION | | 220 |
| 621-1AY | REYCO 79 KB - 1.00 INCH SPACERS WITH 4.50 INCH EXTENDED HANGER BRACKET | | |
| 431-001 | STANDARD AXLE SEATS IN AXLE CLAMP GROUP | | |
| 623-005 | FORE/AFT CONTROL RODS | | |

Brake System

| | | | |
|-----------|---|----|----|
| N 490-101 | WABCO 4S/4M ABS WITH TRACTION CONTROL | | |
| 871-002 | WIRE BRAID CHASSIS LINES | 5 | 5 |
| 904-001 | FIBER BRAID PARKING BRAKE HOSE | | |
| 412-001 | STANDARD BRAKE SYSTEM VALVES | | |
| 432-017 | COMBINATION ABS/SERVICE BRAKE VALVE WITH ATC, 5.5 PSI CRACK PRESSURE | | |
| 480-009 | BW AD-9 BRAKE LINE AIR DRYER WITH HEATER | 20 | |
| 479-003 | AIR DRYER MOUNTED INBOARD ON LH RAIL | | |
| 460-040 | STEEL AIR BRAKE RESERVOIRS MOUNTED PERPENDICULAR TO OUTSIDE RAIL | 20 | 20 |
| 477-019 | BW DV-2 AUTO DRAIN VALVE WITH HEATER TO WET TANK; DRAIN VALVE CABLES ON ALL OTHER TANKS | | |

Trailer Connections

| | | | |
|---------|--|-----|---|
| 481-998 | NO TRAILER AIR HOSE | -10 | |
| 914-001 | AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS | 5 | 5 |
| 296-010 | PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION | | |

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| Data Code | Description | Weight Front | Weight Rear |
|------------------------------|--|--------------|-------------|
| 297-001 | SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME | | |
| 310-998 | NO TRAILER ELECTRICAL CABLE | -10 | |
| Wheelbase & Frame | | | |
| 545-420 | 4200MM (165 INCH) WHEELBASE | | |
| 546-090 | 3/8X3-7/8X11-5/8 INCH STEEL FRAME 120KSI | 110 | 150 |
| 547-019 | 1/4 INCH (6MM) C-CHANNEL INSERT AT REAR SUSPENSION ONLY | | 150 |
| 552-134 | 1050MM (90 INCH) REAR FRAME OVERHANG | | |
| 55W-004 | FRAME OVERHANG RANGE: 41 INCH TO 50 INCH | 20 | -60 |
| 549-049 | 29 INCH INTEGRAL FRONT FRAME EXTENSION | 120 | -10 |
| AC8-99D | CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 92.0 in | | |
| AE8-99D | CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 83.0 in | | |
| AE4-99D | CALC'D FRAME LENGTH - OVERALL : 285 | | |
| AM6-99D | CALC'D SPACE AVAILABLE FOR DECKPLATE : 92.0 in | | |
| FSS-0LH | CALCULATED FRAME SPACE LH SIDE : 74.23 in | | |
| FSS-0RH | CALCULATED FRAME SPACE RH SIDE : 70.88 in | | |
| 553-001 | SQUARE END OF FRAME | | |
| 587-003 | REAR TOW HOOKS | | 10 |
| 550-002 | HEAVY DUTY FRONT CLOSING CROSSMEMBER | 120 | |
| 561-007 | HEAVY DUTY BACK OF TRANSMISSION CROSSMEMBER | -10 | |
| 562-022 | EXTRA HEAVY DUTY STEEL C-CHANNEL BOLTED CONSTRUCTION MIDSHIP #1 CROSSMEMBER | 5 | 5 |
| N 572-046 | 3/8 INCH STEEL C-CHANNEL CROSSMEMBER WITHOUT A-FRAME, NON-TOWING | | 70 |
| 56C-001 | STANDARD WEIGHT REAR SUSPENSION FORWARD CROSSMEMBER | | |
| 565-001 | STANDARD SUSPENSION CROSSMEMBER | | |
| 568-006 | EXTRA HEAVY DUTY STEEL C-CHANNEL BOLTED CONSTRUCTION REAR MOUNTED SUSPENSION CROSSMEMBER | | |

| Chassis Equipment | | | |
|--------------------------|--|----|----|
| 674-998 | NO LH OR RH BACK OF CAB ACCESS | -5 | -5 |
| 592-998 | NO DECK PLATE | -5 | -5 |
| * 556-997 | OMIT FRONT BUMPER, CUSTOMER INSTALLED SPECIAL FRONT BUMPER, DOES NOT COMPLY WITH FMCSR 393.203 | | |

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| Data Code | Description | Weight Front | Weight Rear |
|--------------------|---|--------------|-------------|
| 558-998 | NO FRONT TOW HOOKS | -25 | |
| 574-001 | BUMPER MOUNTING FOR SINGLE LICENSE PLATE | | |
| 585-998 | NO MUDFLAP BRACKETS | | -25 |
| 590-998 | NO REAR MUDFLAPS | | -15 |
| 586-002 | FENDER MOUNTED FRONT MUDFLAPS | | |
| 551-021 | GRADE 8 THREADED HEX HEADED FRAME FASTENERS UPGRADED TO 5/8 INCH AT CRITICAL LOCATIONS | | |
| 605-043 | 1/2 INCH T1 STEEL OUTER FULL FRONT FRAME EXTENSION REINFORCEMENT | 220 | -20 |
| Fifth Wheel | | | |
| 578-998 | NO FIFTH WHEEL | -30 | -480 |
| Fuel Tanks | | | |
| 204-000 | 100 GALLON ALUMINUM FUEL TANK - LH | -10 | -5 |
| 218-001 | 25 INCH DIAMETER FUEL TANK(S) | | |
| 215-007 | PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH POLISHED STAINLESS STEEL BANDS | | |
| 212-007 | FUEL TANK(S) FORWARD | 30 | -30 |
| 67J-003 | LH FULL LENGTH FUEL TANK STEPS | | |
| 664-001 | PLAIN STEP FINISH | | |
| 205-001 | FUEL TANK CAP(S) | | |
| 122-077 | ALLIANCE FUEL FILTER/WATER SEPARATOR WITH HEATED BOWL AND PRIMER PUMP | 15 | |
| 216-020 | EQUIFLO INBOARD FUEL SYSTEM | | |
| 202-002 | BRAIDED WIRE REINFORCED FUEL HOSE | | |
| 221-998 | NO FUEL COOLER | -10 | |
| 847-002 | IN TANK FUEL LEVEL SENDER(S) | | |
| Tires | | | |
| * 093-2K0 | BRIDGESTONE L315 445/65R22.5 20 PLY RADIAL FRONT TIRES | 220 | |
| 094-2K0 | BRIDGESTONE L315 445/65R22.5 20 PLY RADIAL REAR TIRES | | -6 |
| * 510-2K0 | BRIDGESTONE L315 445/65R22.5 20 PLY SPARE TIRE | | 211 |
| Hubs | | | |
| N 418-022 | MARMON-HERRINGTON IRON FRONT HUBS | | |
| * 450-015 | MERITOR IRON REAR HUBS | | 140 |
| Wheels | | | |

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 STOCK #2510



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| | Data Code | Description | Weight Front | Weight Rear |
|---------------------|-----------|--|--------------|-------------|
| N | 502-580 | OTR 22.5X13.00 335 HUB-PILOT 5.25 INSET STEEL DISC FRONT WHEELS | 140 | |
| * | 505-1J9 | OTR 22.5X13.00 335 HUB-PILOT 5.88 OUTSET STEEL DISC REAR WHEELS | | 208 |
| * | 511-580 | OTR 22.5X13.00 335 HUB-PILOT 5.25 INSET STEEL DISC SPARE WHEEL | | 71 |
| | 496-011 | FRONT WHEEL MOUNTING NUTS | | |
| | 497-011 | REAR WHEEL MOUNTING NUTS | | |
| Cab Exterior | | | | |
| | 829-1AB | 123 INCH BBC STEEL CONVENTIONAL CAB | | |
| * | 82A-008 | WESTERN STAR STAINLESS STEEL CAB SKIRT | | |
| * | 650-029 | AIR CAB MOUNTS WITH RAISED CAB | 30 | |
| * | 648-001 | FRONT-REMOVABLE GRILLE MOUNTED BUGSCREEN | | |
| * | 667-102 | 105 INCH OAW PAINTED ALUMINUM FRONT FENDERS | 10 | |
| | 678-061 | LH AND RH EXTENDED EXTERIOR GRAB HANDLES WITH RUBBER INSERTS AND LH AND RH INTERIOR GRAB HANDLES MOUNTED TO A POST | | |
| | 645-004 | STAINLESS STEEL RADIATOR SHELL/HOOD BEZEL WITH STYLIZED TILT HOOD HANDLE | | |
| | 646-002 | RADIATOR MOUNTED GRILLE | | |
| | 640-008 | GALVANEALD STEEL SEVERE SERVICE CAB | 50 | |
| N | 644-037 | FIBERGLASS HOOD WITH LH AND RH FULL LENGTH BUTTERFLY OPENINGS | 250 | |
| | 643-002 | HEAVY DUTY HOOD MOUNTING | | |
| | 727-096 | DUAL ROUND AIR HORNS, SINGLE BASE, MOUNTED UNDER CAB | 4 | |
| | 726-001 | SINGLE ELECTRIC HORN | | |
| | 657-1AF | DOORS AND IGNITION KEYED THE SAME (3 KEYS) | | |
| * | 327-010 | SWITCH AND WIRING WITH STAINLESS STEEL BRACKETS MOUNTED OUTBOARD ROOF FOR (2) CUSTOMER FURNISHED BEACONS | 2 | |
| | 312-003 | DUAL RECTANGULAR HALOGEN HEADLIGHTS | | |
| | 302-022 | LED MARKER LAMPS | | |
| | 311-001 | DAYTIME RUNNING LIGHTS | | |
| | 294-079 | LED STOP/TAIL/TURN WITH INCANDESCENT BACKUP LIGHTS MOUNTED IN BOXES OUTBOARD OF RAILS | | 15 |
| | 300-015 | STANDARD FRONT TURN SIGNAL LAMPS | | |
| | 31K-1A1 | (2) CHROME INCANDESCENT UTILITY LIGHTS WITH STAINLESS STEEL ANTI-GLARE SHIELDS MOUNTED ON MIRROR ARMS | 6 | |

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| Data Code | Description | Weight Front | Weight Rear |
|-----------|--|--------------|-------------|
| * 31J-002 | (2) SWITCHES WITH INDICATORS AND WIRING FOR CUSTOMER FURNISHED UTILITY LAMPS MOUNTED BACK OF CAB/SLEEPER WITH 10 FOOT COILED CABLE | | |
| 744-089 | DUAL GROTE STAINLESS STEEL HEATED GRID TYPE MIRRORS WITH REINFORCED UPPER BRACKET | | |
| 797-001 | DOOR MOUNTED MIRRORS | | |
| 796-001 | 102 INCH EQUIPMENT WIDTH | | |
| 743-1AA | LH AND RH SUREPLUS 574 8 INCH BRIGHT FINISH HEATED CONVEX MIRRORS WITH SEPARATE ADJUSTMENT, MOUNTED BELOW MIRROR | | |
| 74A-001 | RH DOWN VIEW MIRROR | | |
| * 729-001 | STANDARD SIDE/REAR REFLECTORS | | |
| 677-016 | DUAL LEVEL CAB ENTRY STEPS ON BOTH SIDES | | |
| * 764-002 | STAINLESS STEEL EXTERIOR SUN VISOR | 28 | |
| 768-050 | 17.5X35 INCH LAMINATED SAFETY GLASS TINTED REAR WINDOW | | |
| 661-006 | TINTED DOOR GLASS | | |
| 654-011 | RH AND LH ELECTRIC POWERED WINDOWS | | |
| 769-002 | LOWER RH DOOR WINDOW WITH FRESNEL LENS | 7 | |
| 663-023 | 2-PIECE TINTED CURVED GASKET MOUNTED HEATED WINDSHIELD | | |
| 659-016 | 1.5 GALLON WINDSHIELD WASHER RESERVOIR MOUNTED UNDER CAB WITH REMOTE FILL | | |
| 647-001 | WHITE WINTERFRONT | 2 | |

Cab Interior

| | | | |
|---------|---|--|--|
| 707-1D4 | SMOKY MOUNTAIN GRAY VINYL PREMIUM INTERIOR | | |
| 70K-005 | BLACK HARD TRIM | | |
| 706-048 | PREMIUM LEFT HAND DOOR TRIM WITH CHERRY ACCENT | | |
| 708-048 | PREMIUM RIGHT HAND DOOR TRIM WITH CHERRY ACCENT | | |
| 772-007 | BLACK MATS WITH DOUBLE INSULATION | | |
| 785-019 | NO DASH MOUNTED ASH TRAY, POWER RECEPTACLE IN LIEU OF LIGHTER | | |
| 691-001 | FORWARD ROOF MOUNTED CONSOLE | | |
| 694-009 | PASSENGER SIDE WING DASH MOUNTED GLOVE BOX WITH LOCKING DOOR | | |
| 693-025 | LH AND RH DOOR MAP POCKETS | | |

2018 4900XD 4X4
VIN 5KKDALCK3JPJY2510
STOCK #2510

| Data Code | Description | Weight Front | Weight Rear |
|-----------|--|--------------|-------------|
| 741-029 | COAT HOOK ON RH BACKWALL OF CAB | | |
| 742-032 | (1) DOUBLE CUP HOLDER WITH CELL PHONE HOLDER LH OR RH DASH | | |
| 680-033 | BLACK SOFT TOUCH WING DASH WITH DRIVER SIDE COSMETIC UNDER DASH COVER | | |
| 320-004 | STANDARD WIRING | | |
| * 716-012 | (1) DASH MOUNTED WINDSHIELD FAN | | |
| 720-067 | 5 LB. FIRE EXTINGUISHER MOUNTED INBOARD OF PASSENGER SEAT | 10 | |
| 700-015 | HEATER, DEFROSTER AND AIR CONDITIONER WITH COSMETIC COVER | | |
| 701-002 | HVAC DUCTING WITH MAIN FRESH AIR FILTER | | |
| 170-016 | STANDARD PLUMBING WITH SHUTOFF VALVES | | |
| 130-003 | SANDEN COMPACT AIR CONDITIONER COMPRESSOR | | |
| 698-001 | RADIATOR MOUNTED AIR CONDITIONER CONDENSER | | |
| 739-002 | ADDITIONAL CAB SIDEWALL INSULATION | 60 | 10 |
| 285-019 | AUTOMATIC SELF-RESET CIRCUIT BREAKER IN MAIN DASH POWER DISTRIBUTION BOX AND CIRCUIT BREAKER/FUSE IN AUXILIARY POWER DISTRIBUTION BOXES | | |
| 324-076 | DOOR ACTIVATED DOME LIGHT, UNDER DASH LIGHT WITH LH AND RH DOOR MOUNTED COURTESY LIGHTS AND LH AND RH READING LIGHTS | | |
| 655-001 | CAB DOOR LATCHES WITH MANUAL DOOR LOCKS | | |
| 64C-002 | BRIGHT DOOR HANDLES | | |
| 284-045 | (2) 12 VOLT POWER RECEPTACLES MOUNTED IN DASH | | |
| 756-1D9 | PREMIUM HIGH BACK AIR SUSPENSION DRIVER SEAT, HEATED WITH 3 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION, FORWARD AND REAR CUSHION TILT, ADJUSTABLE SHOCK ABSORBER | 40 | |
| 760-1D9 | PREMIUM HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH 3 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION, FORWARD AND REAR CUSHION TILT, ADJUSTABLE SHOCK ABSORBER | 40 | |
| 759-005 | DUAL DRIVER AND PASSENGER SEAT ARMRESTS | 8 | |
| 758-014 | BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER | | |
| 761-014 | BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER | | |

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| Data Code | Description | Weight Front | Weight Rear |
|-----------|--|--------------|-------------|
| 763-012 | 3 POINT HIGH VISIBILITY ORANGE RETRACTOR DRIVER AND PASSENGER SEAT BELTS | | |
| 532-002 | ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN | | |
| 540-067 | 2-SPOKE 18 INCH (450MM) CHERRY WOOD LEATHER WRAPPED | | |
| 765-002 | DRIVER AND PASSENGER INTERIOR SUN VISORS | | |

Instruments & Controls

| | | | |
|---------|--|---|---|
| 185-002 | NON-ADJUSTABLE SUSPENDED PEDALS | | |
| 732-047 | FIGURED CHERRY WOODGRAIN ULTRA GLOSS FINISH DRIVER INSTRUMENT PANEL | | |
| 734-047 | FIGURED CHERRY WOODGRAIN ULTRA GLOSS FINISH CENTER INSTRUMENT PANEL | | |
| 870-005 | STAR GAUGES WITH BRIGHT BEZELS | | |
| 840-002 | 2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES | | |
| 198-024 | FILTERMINDER DASH MOUNTED AIR RESTRICTION GAUGE | 2 | |
| 721-021 | 87 DB TO 112 DB SELF-ADJUSTING BACKUP ALARM | | 3 |
| 149-012 | CRUISE CONTROL SWITCHES IN THE CENTER PANEL | | |
| 156-024 | KEY OPERATED IGNITION SWITCH WITH INTEGRAL START POSITION AND TRANSMISSION NEUTRAL INTERLOCK | | |
| 811-001 | WARNING LAMP/LIGHT BAR DISPLAY, NON-DATA LINKED | | |
| 160-012 | DIAGNOSTIC INTERFACE CONNECTOR, 9 PIN, SAE J1587/1708/1939, LOCATED BELOW DASH | | |
| 844-001 | 2 INCH ELECTRIC FUEL GAUGE | | |
| 148-003 | PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE | | |
| 856-001 | ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE | | |
| 854-001 | ENGINE OIL TEMPERATURE GAUGE | | |
| 864-008 | ALLISON AUTOMATIC TRANSMISSION TEMPERATURE GAUGE WITH TRI-COLOR CODING AND 300 DEGREE FAHRENHEIT REDLINE | | |
| 867-017 | OUTSIDE AIR TEMPERATURE GAUGE WITH FAHRENHEIT AND CELSIUS DISPLAY MOUNTED IN DASH | | |
| 852-002 | ELECTRIC ENGINE OIL PRESSURE GAUGE | | |
| 858-002 | STANDARD SMALL FACE PYROMETER | 2 | |

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| Data Code | Description | Weight Front | Weight Rear |
|-----------|---|--------------|-------------|
| 746-1B4 | AM/FM/WB WORLD TUNER RADIO WITH CD PLAYER, BLUETOOTH, IPOD INTERFACE, USB AND AUXILIARY INPUTS, J1939 | 10 | |
| 747-002 | ROOF/OVERHEAD CONSOLE MOUNTED RADIO | | |
| 750-004 | (4) RADIO SPEAKERS IN CAB | | |
| 753-019 | AM/FM ANTENNA MOUNTED ON RH FRONT A-PILLAR | | |
| 748-040 | POWER AND GROUND WIRING AND BRACKET FOR CUSTOMER FURNISHED COBRA 29 CB RADIO IN OVERHEAD CONSOLE | 2 | |
| 752-018 | MULTI-BAND AM/FM/WB/CB DUAL MIRROR MOUNTED ANTENNA SYSTEM | 4 | |
| * 75A-800 | PREP KIT FOR UNDER DASH MOUNTED VHF RADIO PREP KIT FOR 2 UNDER DASH MOUNTED VHF RADIOS | | |
| * 75B-101 | RH MIRROR MOUNTED UHF/VHF RADIO ANTENNA QTY 2, ONE LH MIRROR MOUNTED AND ONE RH MIRROR MOUNTED | | |
| 810-042 | ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITH ODOMETER | | |
| 812-003 | ELECTRONIC 3000 RPM TACHOMETER WITH HOUR METER | | |
| 813-998 | NO VEHICLE PERFORMANCE MONITOR | -5 | |
| 162-002 | IGNITION SWITCH CONTROLLED ENGINE STOP | | |
| 329-010 | TWO ON/OFF ROCKER SWITCHES IN THE DASH WITH INDICATOR LIGHTS AND WIRE ROUTED TO CHASSIS AT BACK OF CAB, LABEL OPT | | |
| 482-001 | BW TRACTOR PROTECTION VALVE | | |
| * 883-001 | TRAILER HAND CONTROL BRAKE VALVE OMIT TRAILER HAND BRAKE CONTROL | | |
| 842-001 | 2 INCH TURBO AIR PRESSURE GAUGE | | |
| 836-001 | 2 INCH VOLTMETER | | |
| 660-001 | SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY AND ARCTIC TYPE BLADES | | |
| 304-026 | CAB MARKER LIGHT AND HEADLIGHT SWITCH WITH SEPARATE SWITCH AND TERMINALS FOR CUSTOMER FURNISHED SNOW PLOW LIGHTS AND TURN SIGNALS | | |
| 882-004 | TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR | | |
| 299-032 | VSM NON CANCELING TURN SIGNAL SWITCH WITH INTEGRAL HEADLAMP DIMMER WITHOUT BRAKE OVERRIDE | | |
| 298-036 | PACIFIC INSIGHT ELECTRONIC FLASHER | | |

Design

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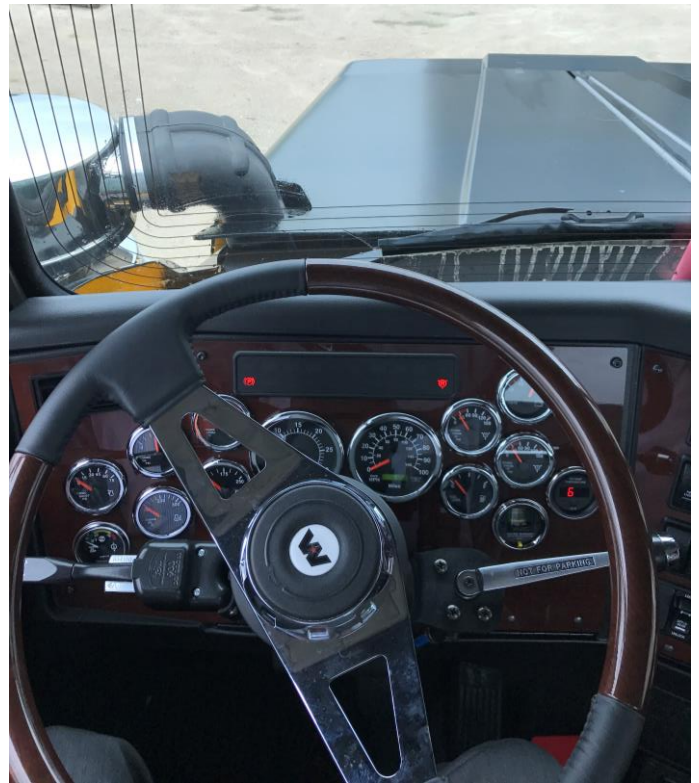
| Data Code | Description | Weight Front | Weight Rear |
|-----------------------------------|--|--------------|-------------|
| * 065-000 | PAINT: ONE SOLID COLOR -WITH FLAT BLACK HOOD | | |
| Color | | | |
| * 980-UG3 | FAA CHROME YELLOW | | |
| 96J-001 | CAB INTERIOR PAINTED SAME AS CAB COLOR | | |
| 986-020 | BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT | | |
| * 962-UL9 | FRONT WHEEL PAINT: HST921896 BORAL YELLOW PPG SINGLE STG | | |
| * 966-UL9 | REAR WHEEL PAINT: HST921896 BORAL YELLOW PPG SINGLE STG | | |
| * 96F-998 | NO SPARE WHEEL PAINT | | |
| 963-006 | SPARE WHEEL PAINT 96F-UL9 | | |
| 963-006 | FENDER, UNDER CAB AND INTERIOR CAB FLOOR UNDERCOATING | | |
| Certification / Compliance | | | |
| 996-017 | U.S. FMVSS CERTIFICATION-NON ROAD | | |

TOTAL VEHICLE SUMMARY

| Weight Summary | | | |
|-----------------------------|--------------|-------------|--------------|
| | Weight Front | Weight Rear | Total Weight |
| Factory Weight ⁺ | 13532 lbs | 5543 lbs | 19075 lbs |
| Total Weight ⁺ | 13532 lbs | 5543 lbs | 19075 lbs |





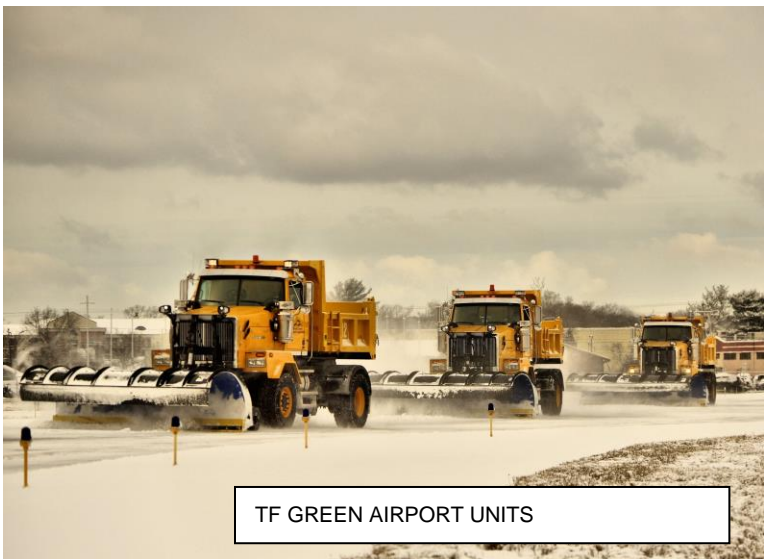


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STOCK #2510

SISTER UNITS TO CHASSIS VIN 5KKDALCK3JPJY2510



VIN 5KKDALCK1HPJD3599- 1 OF 6 UNITS DELIVERED TO TF GREEN AIRPORT PROVIDENCE, R.I. JAN. 2017



TF GREEN AIRPORT UNITS



VIN 5KKDALCK0JPJV6379 DELIVERED TO ROANOKEREGIONAL AIRPORT MARCH 2018

2018 4900XD 4X4
VIN 5KKDALCK3JPJY2510
STOCK #2510

EXHIBIT B

GRANT PROVISIONS
(attached)

EXHIBIT B

GRANT PROVISIONS



GRANT PROVISIONS

Sponsor: City of Flagstaff, Flagstaff Airport

Funding Agency: U.S. Department of
Transportation, Federal Aviation
Administration

Grant Project Title: Aircraft Rescue Fire Fighting
Vehicle - Ancillary Equipment

AIP Grant Number: 3-04-0015-042

APPENDIX A – CONTRACT PROVISIONS

A1 ACCESS TO RECORDS AND REPORTS

A1.1 CONTRACT CLAUSE

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A2 AFFIRMATIVE ACTION REQUIREMENT – NOT APPLICABLE

A3 BREACH OF CONTRACT TERMS

A3.1 CONTRACT CLAUSE

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A4 BUY AMERICAN PREFERENCE

A4.1 SOLICITATION CLAUSE

A4.1.1 Buy American Preference Statement

BUY AMERICAN PREFERENCE

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

A4.1.2 Certificate of Buy American Compliance – Manufactured Product

Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 2. To faithfully comply with providing U.S. domestic product.
 3. To furnish U.S. domestic product for any waiver request that the FAA rejects
 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

A5 CIVIL RIGHTS - GENERAL

A5.1.1 Clause that is used for Contracts

GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.1 SOLICITATION CLAUSE

The sponsor must include this clause in:

- 1) All AIP funded solicitations for bids, requests for proposals, or any work subject to Title VI regulations; and
- 2) All sponsor proposals for negotiated agreements **regardless of funding source.**

A6.1.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

A6.2 CONTRACT CLAUSES

A6.2.1 Title VI Clauses for Compliance with Nondiscrimination Requirements

The sponsor must include this contract clause in:

- 1) Every contract or agreement (unless the sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities); and
- 2) Service contracts with utility companies that are already subject to nondiscrimination requirements.

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** 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 will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A6.2.2 Title VI List of Pertinent Nondiscrimination Acts and Authorities

Insert this list in every contract or agreement, unless the sponsor has determined and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities. This list can

be omitted if the FAA has determined that the contractor or company is already subject to nondiscrimination requirements.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

A7 CLEAN AIR AND WATER POLLUTION CONTROL

A7.1 CONTRACT CLAUSE

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS – NOT APPLICABLE

A9 COPELAND “ANTI-KICKBACK” ACT – NOT APPLICABLE

A10 DAVIS-BACON REQUIREMENTS – NOT APPLICABLE

A11 DEBARMENT AND SUSPENSION

A11.1 SOLICITATION CLAUSE

A11.1.1 Bidder or Offeror Certification

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

A11.1.2 Lower Tier Contract Certification

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A12 DISADVANTAGED BUSINESS ENTERPRISE

A12.1 REQUIRED PROVISIONS

A12.1.1 Solicitation Language (Solicitations that include a Project Goal)

Information Submitted as a matter of bidder responsiveness:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

Information submitted as a matter of bidder responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

A12.1.2 Solicitation Language (Race/Gender Neutral Means)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the **City of Flagstaff** to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

A12.1.3 Prime Contracts (Projects Covered by a DBE Program)

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) –

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the prime contractor receives from **City of Flagstaff**. The prime contractor agrees further to return retainage payments to each subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the **City of Flagstaff**. This clause applies to both DBE and non-DBE subcontractors.

A13 DISTRACTED DRIVING

A13.1 CONTRACT CLAUSE

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

A14 ENERGY CONSERVATION REQUIREMENTS

A14.1 CONTRACT CLAUSE

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 *et seq.*).

A15 DRUG FREE WORKPLACE REQUIREMENTS – NOT APPLICABLE

A16 EQUAL EMPLOYEMENT OPPORTUNITY (EEO) – NOT APPLICABLE

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A17.1 SOLICITATION CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

A18.1 CONTRACT CLAUSE

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, 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 Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an 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, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (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, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

A19 PROHIBITION of SEGREGATED FACILITIES – NOT APPLICABLE

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A20.1 CONTRACT CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act

of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A21 PROCUREMENT OF RECOVERED MATERIALS

A21.1 CONTRACT CLAUSE

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

A22 RIGHT TO INVENTIONS – NOT APPLICABLE

A23 SEISMIC SAFETY – NOT APPLICABLE

A24 TAX DELINQUENCY AND FELONY CONVICTIONS

A24.1 CONTRACT CLAUSE

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not () is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A25 TERMINATION OF CONTRACT

A25.1 CONTRACT CLAUSE

A25.1.1 Termination for Convenience

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.

2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- 1) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- 2) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- 3) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- 4) reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

A25.1.2 Termination for Default

TERMINATION FOR DEFAULT (EQUIPMENT)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice- to- Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or

6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

A26 TRADE RESTRICTION CERTIFICATION

A26.1 SOLICITATION CLAUSE

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

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 provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A27 VETERAN'S PREFERENCE

A27.1 CONTRACT CLAUSE

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

FEDERAL CERTIFICATIONS

- A4 - Buy American Preference - Title 49 U.S.C., § 501101
- A11 - Suspension and Debarment Requirement For All Contracts Over \$25,000 – 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5
- A12 - Disadvantaged Business Enterprise Participation – 49 CFR part 26
- A18 – Lobbying and Influencing Federal Employees – 31 USC § 1352 Byrd Anti-Lobbying Amendment, 2 CFR part 200, Appendix II(J), 49 CFR part 20, Appendix A
- A26 - Trade Restriction Certification – 49 USC § 50104, 49 CFR part 30

A4 - CERTIFICATE OF BUY AMERICAN COMPLIANCE- MANUFACTURED PRODUCTS

CITY OF FLAGSTAFF
FLAGSTAFF AIRPORT

AIRCRAFT RESCUE FIRE FIGHTING VEHICLE – ANCILLARY EQUIPMENT

FAA AIP Project Numbers: 3-04-0015-42
ADOT Grant Numbers: XXXXXX

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- Only installing steel and manufactured products produced in the United States;
 - Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing U.S. domestic product.
- To furnish U.S. domestic product for any waiver request that the FAA rejects
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
- That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
- To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code

08/22/2019

Date



Signature

Quality Truck Care Center, Inc.

Company Name

Sales Professional

Title

NOTE: Failure to complete the blanks may be grounds for rejection of the bid.

**A11 - CERTIFICATION OF LOWER TIER CONTRACTORS
REGRADING DEBARMENT**

**CITY OF FLAGSTAFF
FLAGSTAFF AIRPORT**


AIRCRAFT RESCUE FIRE FIGHTING VEHICLE – ANCILLARY EQUIPMENT

**FAA AIP Project Numbers: 3-04-0015-42
ADOT Grant Numbers: XXXXXX**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

| | |
|--|---|
| <u>08/22/2019</u> |  |
| Date | Signature |
| <u>Quality Truck Care Center, Inc.</u> | <u>Sales Professional</u> |
| Company Name | Title |

NOTE: Failure to complete the blanks may be grounds for rejection of the bid.

A12 - ASSURANCE OF DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

**CITY OF FLAGSTAFF
FLAGSTAFF AIRPORT**

AIRCRAFT RESCUE FIRE FIGHTING VEHICLE – ANCILLARY EQUIPMENT

**FAA AIP Project Numbers: 3-04-0015-42
ADOT Grant Numbers: XXXXXX**

To meet the mandated requirements of the United States Department of Transportation, 49 CFR Part 26, the assurance below shall be signed by the bidder and submitted with the bid.

BIDDER'S ASSURANCE OF COMPLIANCE WITH TITLE 49 CFR PART 26 RELATING TO DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment **within five days after bid opening**.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Flagstaff to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the prime contractor receives from City of Flagstaff. The prime contractor agrees further to return retainage payments to each subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Flagstaff. This clause applies to both DBE and non-DBE subcontractors.

The bidder hereby gives assurance pursuant to the requirements of Title 49 CFR Part 26 that bidder has made a reasonable effort to meet the goals for Disadvantaged Business Enterprise participation specified for the contract for which this proposal is submitted and that bidder, if the contract is awarded to bidder, will have a **DBE participation of 0 percent** of the amount of this bid. Bidder further gives assurance that bidder has submitted the documentation required by said Regulations and the contract specifications, including the Listing of Disadvantaged Business Enterprises with which the bidder will subcontract if the contract is awarded and if bidder is unable to meet the contract goals for DBE participation, and the steps bidder has taken to obtain DBE participation.

The Overall Current DBE Goal is **4.87%**

Race Conscious **0%** / Race Neutral **4.87%**

08/22/2019

Date

Quality Truck Care Center, Inc.

Company Name



Signature

Sales Professional

Title

NOTE: Bidder shall insert the percentage for DBE participation even if the percentage is less than the contract goal. A bid that fails to meet these requirements may be considered grounds for rejecting the bid.

A18 – LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

**CITY OF FLAGSTAFF
FLAGSTAFF AIRPORT**

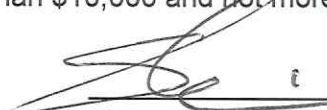
AIRCRAFT RESCUE FIRE FIGHTING VEHICLE – ANCILLARY EQUIPMENT

**FAA AIP Project Numbers: 3-04-0015-42
ADOT Grant Numbers: XXXXXX**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, 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 Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an 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, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (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, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

| | |
|--|--|
| <u>08/22/2019</u> |  |
| Date | Signature |
| <u>Quality Touch Care Center, Inc.</u> | <u>Sales Professional</u> |
| Company Name | Title |

NOTE: Failure to complete the blanks may be grounds for rejection of the bid.

**A26 - TRADE RESTRICTION CERTIFICATE TO BE INCLUDED IN
ALL SOLICITATIONS, CONTRACTS, AND SUBCONTRACTS**

**CITY OF FLAGSTAFF
FLAGSTAFF AIRPORT**

AIRCRAFT RESCUE FIRE FIGHTING VEHICLE – ANCILLARY EQUIPMENT

**FAA AIP Project Numbers: 3-04-0015-42
ADOT Grant Numbers: XXXXXX**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:


- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

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 provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

08/22/2019
Date
Quality Truck Case Center, Inc.
Company Name


Signature
Sahs Professional
Title

NOTE: Failure to complete the blanks may be grounds for rejection of the bid.

EXHIBIT C

STANDARD TERMS AND CONDITIONS

IN GENERAL

1. **NOTICE TO PROCEED:** Contractor shall not commence performance until after City has issued a Notice to Proceed.
2. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract, and provide copies to City upon request.
3. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of this Contract.
4. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, this Contract is non-exclusive and the City reserves the right to contract with others for materials or services.
5. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

6. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.
7. **QUALITY:** Contractor warrants that all materials supplied under this Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.
8. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.
9. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturers' Warranties to City upon City's acceptance of the materials.
10. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.

11. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City receives the material at the point of delivery, and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.
12. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.
13. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor may not substitute nonconforming materials, or services. Delivery of nonconforming materials, and/or services, or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
14. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.
15. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens other than the security interest held by Contractor until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.
16. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

17. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number, and dates when goods were shipped or work performed. Invoices shall be sent within 30 days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.
18. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.
19. **TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of this Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by

the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

20. **FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.
21. **FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by City.
22. **DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by City.
23. **AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to City or fees and charges owed to City under this Contract.
24. **OFAC:** No City payments may be made to any person in violation of Office of Foreign Assets Control regulations, 31 C.F.R. Part 501.

SERVICES

25. **INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.
26. **CONTROL:** Contractor shall be responsible for the control of the work.
27. **WORK SITE:** Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.
28. **SAFEGUARDING PROPERTY:** Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.
29. **QUALITY:** All work shall be of good quality and free of defects, performed in a diligent and professional manner.
30. **ACCEPTANCE:** If work is rejected by the City due to noncompliance with the Contract, The City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.

INSPECTION, RECORDS, ADMINISTRATION

31. **RECORDS:** The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.

32. **RIGHT TO INSPECT BUSINESS:** The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.
33. **PUBLIC RECORDS:** This Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law, A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as “confidential”, the City will endeavor to notify Contractor prior to release of such information.
34. **CONTRACT ADMINISTRATION:** Contractor will be required to participate in the City’s Contract Administration Process. Contractor will be closely monitored for contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION, INSURANCE

35. **GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless the City, its council, boards and commissions, officers, employees from all losses, claims, suits, payments and judgments, demands, expenses, attorney’s fees or actions of any kind resulting from personal injury to any person, including employees, subcontractors or agents of Contractor or damages to any property arising or alleged to have arisen out of the negligent performance of the Contract, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. This indemnification provision shall survive termination or expiration of the Contract. This indemnification clause shall not apply, if a different indemnification clause is included in the City’s Specific Terms and Conditions.
36. **INSURANCE:** Contractor shall maintain all insurance coverage required by the City, including public liability and worker’s compensation.
37. **INTELLECTUAL PROPERTY INDEMNIFICATION:** Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of Contract performance or use by the City of materials furnished or work performed under this Contract. Contractor shall promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, or alleged unfair competition resulting from similarity in design, trademark or appearance of goods, and indemnify the City against any and all expenses, losses, royalties, profits and damages, attorney’s fees and costs resulting from such proceedings or settlement thereof. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

38. **PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.
39. **COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the parties.
40. **AMENDMENTS:** This Contract may be amended by written agreement of the parties.

41. **SEVERABILITY:** If any term or provision of this Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted, and the remainder of this Contract shall remain in full force and effect.
42. **NO WAIVER:** Each party has the right insist upon strict performance of the Contract, and the prior failure of a party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.
43. **ASSIGNMENT:** This Contract may be assigned by Contractor with prior written consent of the City, which will not be unreasonably withheld. Any assignment without such consent shall be null and void. Unless expressly provided for in a separately executed Consent to Assignment, no assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to City. The Purchasing Director shall have authority to consent to an assignment on behalf of City.
44. **BINDING EFFECT:** This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

45. **SUBCONTRACTING:** Contractor may subcontract work in whole or in part with the City's advance written consent. City reserves the right to withhold consent if subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.
47. **NONDISCRIMINATION:** Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition, Contractor shall comply with the City Code, Chapter 14-02 Civil Rights which prohibits discrimination based on sexual orientation, or gender identity or expression.
48. **DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor personnel shall abstain from use or possession of illegal drugs while engaged in performance of this Contract.
49. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all state and federal Immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on this Contract to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor

agrees to assist the City in any random verification performed. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

- 50. TERMINATION FOR DEFAULT:** Prior to terminating this Contract for a material breach, the non-defaulting party shall give the defaulting party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days, unless a longer period of time is granted by the non-defaulting party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches, the non-defaulting party may elect to terminate this Contract by written notice, which shall be effective upon receipt. In the event of default, the parties may execute all remedies available at law, in addition to the remedies provided in this Contract.
- 51. CITY REMEDIES:** In the event of Contractor's default, City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.
- 52. CONTRACTOR REMEDIES:** In the event of City's default, Contractor may pursue all remedies available at law, except as provided for herein.
- 53. SPECIAL DAMAGES:** In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- 54. TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of this Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.
- 55. TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, this Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice without further penalty or liability to Contractor. If this Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by City before the effective date of termination.
- 56. TERMINATION DUE TO INSOLVENCY:** If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate this Contract, and Contractor is deemed in default, if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.
- 57. PAYMENT UPON TERMINATION:** Upon termination of this Contract, City will pay Contractor for satisfactory performance up until the effective date of termination. City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.

- 58. CANCELLATION FOR GRATUITIES:** The City may cancel this Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with award or performance of the Contract.
- 59. CANCELLATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511):** The City may cancel this Contract within three (3) years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

- 60. ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with City without the prior written consent of the City.
- 61. NOTICES:** All notices given pursuant to this Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four (4) days after being sent; (c) or sent by overnight courier, with receipt deemed effective two (2) days after being sent. A Notice may be sent by email as a secondary form of notice.
- 62. THIRD PARTY BENEFICIARIES:** This Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.
- 63. GOVERNING LAW:** This Contract shall be construed in accordance with the laws of Arizona.
- 64. FORUM:** In the event of litigation relating to this Contract, any action at law or in equity shall be filed in Coconino County, Arizona.
- 65. ATTORNEYS' FEES:** If any action at law or in equity is necessary to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees and expenses.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. **WARRANTY:** Contractor expressly warrants that all goods and services covered by this Contract shall conform to the specifications, drawings, samples or other description in this Invitation for Bids, shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defect and that goods and services of Contractor's design be free from defect in design. Inspection, test, acceptance or use of the goods furnished hereunder shall not affect Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor agrees to replace or to correct defects of any goods or services not conforming to the foregoing warranty promptly, without any expense to the City including shipping and transportation costs, when notified of such nonconformity by the City. In the event of failure by Contractor to correct defects in or replace nonconforming goods or services promptly, City, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the City thereby.

Contractor's product, service, and facilities shall be in full compliance with all applicable federal, state and local laws, statutes, ordinances, regulations, and standards, regardless of whether or not they are expressly referred to by the City.

Unless otherwise specified, the minimum warranty period shall be one (1) year from Contractor's installation or delivery of the warranted item. Contractor shall provide the City with a copy of the complete manufacturer's warranty information.

Contractor guarantees that the equipment offered shall be warranted as follows:

- A. Contractor must send a copy of the warranty explaining clearly what parts and labor are warranted and the time period involved. Contractor is to state the name of the firm where warranty work is to be performed and the maximum number of hours to respond to a service request by a qualified technician arriving at the City of Flagstaff shop.

2. **COMPLIANCE WITH THE SCOPE OF WORK AND GRANT PROVISIONS:** It is agreed that Contractor shall be fully responsible for making any corrections, replacements, or modifications necessary for specification or legal compliance. Contractor agrees that if the product or service offered does not comply with the terms and conditions of this Contract, the Purchasing Director has the right to cancel at any time with full refund within sixty (60) calendar days after notice of non-compliance and Contractor further agrees to be fully responsible for any incidental and/or consequential damages suffered by the City.
3. **INTENT:** These specifications cover the furnishing of the latest production model that has been proven and in field service for a minimum time period of one (1) year. All components are to be manufacturer's standard and no prototype units will be considered.

These specifications require the doing of all things necessary, or proper for, or incidental to the furnishings and delivery of said unit and associated equipment. All things not expressly mentioned in these specifications but involved in carrying out their intent are required by these specifications, and the Contractor shall perform the same as though they were specifically mentioned, described, and delineated.

The Contractor is to submit a user list with in-service date, phone number, and person to contact that are currently using the equipment offered in this bid for consideration, so that if necessary, the City can view the equipment in operation.

4. **CONTRACT TYPE:** Firm Fixed Price.
5. **CONTRACT RENEWAL:** The City reserves the right to unilaterally extend the period of the contract for ninety (90) days beyond the stated expiration date.
6. **SUBSEQUENT PURCHASES:** The City, with the consent of the successful Contractor(s), reserves the right to purchase additional items as listed in this bid, if Contractor is willing to offer the same terms and conditions as submitted in this bid, for a period of twelve (12) months from the date of City Council approval.
7. **MISCELLANEOUS CHARGES:** If any other charges are applied to the unit, such charges shall be as stated on the bid form under "Miscellaneous Charges". No other charges shall be considered later.
8. **LIQUIDATED DAMAGES:** Liquidated damages shall be charged when the Contractor fails to deliver the specified equipment, fully operational as per the stated delivery date as provided on the Bid Form and as per the City of Flagstaff's delivery terms. Liquidated damages will be assessed at the rate of \$200 per calendar day to commence after the agreed upon delivery date has expired.
9. **CONTRACT ADMINISTRATOR:** The Contract Administrator for the City shall be the Airport Operations Supervisor or designee. The Contract Administrator shall audit billings, approve payments, establish schedules, and generally be responsible for overseeing execution and the delivery of this Contract.
10. **INSPECTION AND PERFORMANCE TESTS:** Inspection of workmanship, materials, design and performance of the unit may be made at the Contractor's factory at the sole discretion of the City. The City will pay all expenses of its inspectors. However, the entire unit specified shall be subject to final inspection and acceptance by the City upon delivery at the City facility designated on the purchase order. The complete unit will be required to undergo a performance test before final acceptance. Any defects or failure to comply with any requirements of these specifications shall be immediately remedied by the Contractor at the Contractor's own expense before final acceptance.
11. **ACCESSIBILITY OF COMPONENTS:** All parts of the unit and auxiliary equipment shall be easily accessible for inspection, operation, and maintenance. All components shall be readily removable and replaceable. These features are considered mandatory and the unit will be closely inspected to assure conformance with this requirement.

If, in the opinion of the City, any part or component is not readily accessible, or removable, the City may require the Contractor to correct the deficiencies at the Contractor's own expense, before acceptance.
12. **MARKING OF CONTROLS:** All operating controls, light switches, and controls for auxiliary equipment that may be installed on the vehicle, or at any other location on the unit shall be clearly and permanently marked and identified by means of identification plates.

13. **RECOMMENDED SPARE PARTS:** The Contractor shall furnish with each service manual a list of recommended spare parts. The list shall include all necessary data for ordering the parts. Parts furnished by other manufacturers shall be identified by the ordering data of the actual manufacturer.
14. **ACCEPTANCE:** Each item delivered shall be subject to a complete inspection prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Thirty (30)-calendar days shall be allowed for this process. If delivered equipment is returned to the Contractor prior to acceptance for any reason, additional periods of thirty (30)-calendar working days shall be allowed for inspection when subsequent deliveries occur. Any defects or failures to comply with any requirements of these specifications shall be immediately remedied; otherwise liquidated damages would be applicable as referenced herein.
15. **WEATHER CONDITIONS:** This product will be used at elevations from near sea level to 10,000 feet and ambient temperatures as high as 120 degrees and as low as – 40 degrees F. The product shall remain operational under these conditions. Each component of the complete unit shall be adequate for and compatible with all structural and performance demands placed upon it as a part of the complete unit.
16. **OPERATION MAINTENANCE AND REPAIR DATA:** Prior to the delivery of the unit and associated equipment, the Proposer shall forward directly to the City, operating, maintenance repair manuals. All manuals shall be in the form of neatly bound books, with durable covers and shall be properly identified with manufacturer's name, model and serial number of the equipment.

The operating and maintenance or shop manual shall be the latest manufacturer's handbook covering in detail the recommended operating maintenance and service procedures.

The repair or shop manual shall include detailed drawings, schematics, electrical and hydraulic or other piping diagrams and complete parts lists for all components of the unit and associated equipment.

Where components or equipment of several manufacturers' have been used in assembling the unit, the manuals shall include operating, maintenance repair and parts lists of all manufacturers' covering all of the components.

The manuals shall be furnished in sets. Each set (four sets total) shall include an operator's manual, parts catalog and shop repair manual. The books and manuals shall be delivered to the City of Flagstaff Fleet Superintendent at the time the equipment is delivered. Delivery shall not be considered complete and payment shall not be made until all required manuals and books are received. Two sets of all manuals maybe submitted in CD format.

17. **SITE VISIT:** At any time during the term of the Contract, the City, at their sole option, may request a visit and inspection of the Contractor's facility to ensure that the Contractor has the necessary equipment and qualifications to perform the requirements of this Invitation for Bid.