

**BID FOR**  
**TYPE 1 AMBULANCE-FEDERALLY FUNDED**

**BID # 22/23-032**

**BIDS DUE NOT LATER THAN: 1:45 PM ON MARCH 29, 2023**

**PUBLIC BID OPENING: 2:00 PM ON MARCH 29, 2023**

**[NOTE: TIME BIDS ARE DUE IS DIFFERENT FROM BID OPENING TIME]**



431 PRATER WAY  
P.O. BOX 857  
SPARKS, NV 89432-0857

Company Name: \_\_\_\_\_

**CITY OF SPARKS  
NOTICE TO BIDDERS  
TYPE 1 AMBULANCE-FEDERALLY FUNDED  
BID # 22/23-032**

NOTICE IS HEREBY GIVEN that the City of Sparks, Nevada, will receive written sealed bids only, for the project listed above. Said bids must be in the hands of the Contracts and Risk Manager at 431 Prater Way, Sparks, Nevada, NO LATER THAN **1:45 PM ON MARCH 29, 2023**. Bids postmarked prior to, but not received until after this deadline will not be accepted. Vendor bid response submittals may not be sent to the City of Sparks via the Internet/e-mail and will not be entertained for award by the City of Sparks. The right is reserved to reject any Bid/Proposal or to accept the Bid/Proposal which is deemed by the City of Sparks to be in the best interest of the City of Sparks. The City of Sparks reserves the right to waive any irregularities and/or informalities in the bid process.

All Bids are to be marked clearly on the outside. Due to hybrid schedules and staff reductions, in-person staff availability is limited. Bidders wishing to physically deliver their bids on the bid due date shall note that the Purchasing Office will receive bids in the lobby of City Hall beginning at 1PM on March 29th. Bids are due no later than 1:45PM. Bids may also be delivered to the Purchasing Department physical dropbox/mailbox, also located in the lobby of City Hall.

Bids will be opened and publicly read at **2:00 PM ON MARCH 29, 2023**, at Sparks City Hall via Zoom video/audio conferencing. Meeting # 837 8041 9817. Meeting Passcode: 166671 with a direct link of: <https://us02web.zoom.us/j/83780419817?pwd=SjRwVUoxZStDQTg2TXNJJeWd6RGFLQT09>

**PROJECT DESCRIPTION:** The work performed under this contract consists of construction and delivery of one (1) complete Type 1 Ambulance as detailed in the bid specifications.

**BONDING/LICENSING:** A Bid Bond in the amount of 5% of bid amount is required. This bid bond will function as a penalty in the event the successful bidder fails to enter into a written contract with the City in accordance with the bid documents. Additionally, the City will be entitled to actual damages, if any. Prospective bidders will be required to have a current Contractor's License under the Nevada State Law for the type of work specified herein.

The work to be performed under this Contract shall be commenced by the successful Bidder after all executed Contract documents have been submitted, and after being notified to proceed by the City of Sparks.

Bid documents and specifications may be obtained from the City of Sparks website. Please visit <http://www.cityofsparks.us/bids> to obtain complete bid documents. There is no cost to use the system or obtain plans, but registration at the site is required. It is the responsibility of all potential bidders/responders to monitor the Purchasing Division's website for any changing information prior to submitting their bid/proposal. The City of Sparks will not be responsible for the timeliness or completeness of information provided by any 3<sup>rd</sup> party bid listing or re-selling service. For further information, contact the Purchasing Division at [dmarran@cityofsparks.us](mailto:dmarran@cityofsparks.us) or at (775) 353-2273. The individual responsible for coordinating this bid is: Dan Marran, CPPO, C.P.M. – Contracts and Risk Manager

Reno Gazette Journal Legal Notices Section  
Publish Date: March 8, 2023  
Proof of publication required

## **Bidder's Checklist**

Bidders are instructed to complete and return the following forms in order for their bids to be complete. Failure to return the following items may result in your bid being declared “non-responsive.”

1. \_\_\_\_\_ Bid Item Schedule - Page 4
2. \_\_\_\_\_ Bidder Information Sheets - Pages 5-8
3. \_\_\_\_\_ Acknowledgement and Execution Form - Page 9
4. \_\_\_\_\_ Certification Regarding Debarment - Page 10
5. \_\_\_\_\_ Bid Bond - Page 11
6. \_\_\_\_\_ Completed Federal Forms/Disclosures  
Pages 79-81
7. \_\_\_\_\_ Signed Bid Addenda (if applicable)
8. \_\_\_\_\_ Completed Specification Pages (Pages 34-71 of this bid book) indicating  
compliance with individual specification items and/or exceptions to the same

**CITY OF SPARKS  
TYPE 1 AMBULANCE – FEDERALLY FUNDED  
BID # 22/23-032**

PRICES must be firm and valid for 90 calendar days after the bid opening.

BIDDER acknowledges receipt of \_\_\_\_\_ Addenda.

\_\_\_\_\_  
Bidder Company Name

\_\_\_\_\_  
(Authorized Signature)

Motor Vehicle Dealer License (State and Number): \_\_\_\_\_

**BID ITEM SCHEDULE:**

Item No.	Quantity	Unit	Description	Total Price
1	1	LS	Type 1 Ambulance, complete per specifications, delivered FOB Destination.	\$ _____

(Written amount):

\$ \_\_\_\_\_

Vehicle Year: \_\_\_\_\_

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Delivery Time (number of calendar days following receipt of order): \_\_\_\_\_

## Bidder Information

### COMPANY INFORMATION:

Company Name:
Contact Name:
Address:
City:
State / Zip Code:
Telephone Number including area code:
Fax Number including area code:
E-mail:

### COMPANY BACKGROUND

- 1) Has your company ever failed to complete any contracts awarded to it? No \_\_\_ Yes \_\_\_ (If yes, please provide details.)
  
- 2) Has your company filed any arbitration request or law suits on contracts awarded within the last five years? No \_\_\_ Yes \_\_\_ (If yes, please provide details.)
  
- 3) Does your company now have any legal suits or arbitration claims pending or outstanding against it or any officers relating to the performance of a public contract? No \_\_\_ Yes \_\_\_ (If yes, please provide details.)
  
- 4) Does your company now employ any officers or principals who were with another firm when that company failed to complete a contract within the last five years? No \_\_\_ Yes \_\_\_ (If yes, please provide details.)
  
- 5) Has your company had a contract partially or completely terminated for default (cause) within the past five years? No \_\_\_ Yes \_\_\_ (If yes, please provide details.)
  
- 6) Has your company been found non-responsible on a government bid within the last five years? No \_\_\_ Yes \_\_\_ (If yes, please provide details.)

## Bidder Information

### CONTRACTOR LICENSE INFORMATION:

Nevada State Contractor's License Number (If Applicable):
License Classification(s):
Limitation(s) of License:
Date Issued:
Date of Expiration:
Name of Licensee:
City, State, Zip Code of Licensee:
Telephone Number of Licensee:

**BUSINESS LICENSING INFORMATION** All vendors doing business within the City of Sparks are required to obtain and maintain a current business license from the City of Sparks prior to commencement of work (Sparks Municipal Code Section 5.08.020A). Vendor(s) awarded a contract resulting from this bid shall be required to obtain a current business license if they do not already hold one.

City of Sparks Business License Number:
Date Issued:
Date of Expiration:
Name of Licensee:
City, State, Zip Code of Licensee:
Telephone Number of Licensee:
Taxpayer Identification Number:

## Bidder Information

### DISCLOSURE OF PRINCIPALS:

**a) Individual and/or Partnership:**

Owner 1) Name:
Address:
City, State, Zip Code:
Telephone Number:
Owner 2) Name:
Address:
City, State, Zip Code:
Telephone Number:
Other 1) Title:
Name
Other 2) Title:
Name:

**b) Corporation:**

State in which Company is Incorporated:
Date Incorporated:
Name of Corporation:
Address
City, State, Zip Code:
Telephone Number:
President's Name:
Vice-President's Name:
Other 1) Name:
Title:

## Awarded Contract Information

If your company is determined to be the awardee of the contract for this scope of work, the contract form for the work will be routed via electronic means. Therefore, please identify the authorized individual that will be signing the resulting contract. Presumably this will be the company owner or corporate officer authorized to bind the company for future work.

### COMPANY INFORMATION:

Company Name:
Authorized Name:
Title:
Individual E-Mail Address:
Telephone Number including area code:
Mailing Address:



CITY OF SPARKS ACKNOWLEDGMENT AND EXECUTION:

STATE OF \_\_\_\_\_ )
) SS
County of \_\_\_\_\_ )

(Name of Principal) being first duly sworn, deposes and says: That he/she is the Bidder, or authorized agent of the Bidder for whom the aforesaid described work is to be performed by; that he/she has read the Plans, Specifications, and related documents including but not limited to, any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City of Sparks (Owner) and to do and perform all work for the TYPE 1 AMBULANCE-FEDERALLY FUNDED, Bid # 22/23-032, together with incidental items necessary to complete the work to be constructed and/or services to be provided in accordance with the Specifications, Plans, and Contract Documents annexed hereto.

TO THE CONTRACTS AND RISK MANAGER OF THE CITY OF SPARKS:

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal, as principals, are those named herein, the Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid: that this proposal is made without collusion with any other person, firm or corporation; that he/she has carefully examined the location of the proposed work; the proposed form of Contract, the Contract Provisions, Plans, Specifications and Contract Documents incorporated therein referred to and made part thereof; that he/she proposes and agrees if this proposal is accepted, that he/she will contract with the City of Sparks in the form of the Contract prescribed, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract and annexed Contract Provisions, Plans and Specifications, in the manner and time prescribed and according to the requirements of the Project Representative as therein set forth, it being understood and agreed that the quantities shown herein are approximate only and are subject to increase or decrease, and that he/she will accept, in full, payment therefore the indicated prices.

(Printed Name of Contractor/Bidder) Contractor/Bidder:
BY:
Firm:
Address:
City:
State / Zip Code:
Telephone Number:
Fax Number:
E-mail Address:
(Signature of Principal) Signature:
DATED this day of , 2023.

State of Nevada )
) SS.
County of \_\_\_\_\_ )

On this day of , in the year 2023, before me,
/Notary Public, personally appeared Personally known to me (or proved
to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he (she)
executed it. WITNESS my hand and official seal.
Notary's Signature: My commission Expires:

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS  
(This form to be signed and returned at the time of bid)**

The prospective bidder, \_\_\_\_\_ certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. Any exceptions provided will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the City will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

---

Typed Name & Title of Authorized Representative

---

Signature of Authorized Representative \_\_\_\_\_ Date \_\_\_\_\_

I am unable to certify to the above statement. My explanation is attached.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**CITY OF SPARKS, NEVADA – 5% Bid Bond**

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned \_\_\_\_\_, as “Principal,” and \_\_\_\_\_, as “Surety,” are hereby held and firmly bound unto the City of Sparks, Nevada, as “Obligee,” in the penal sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, and administrators, successors and assigns, jointly and severally, by this instrument. The condition of the obligation of this bid bond is as follows:

WHEREAS, NRS 332.105 authorizes local governments to require bid bonds to insure execution and proper performance of the Contract and the Bonding Company has an “A” or better rating with Moody’s or A.M. Best and T-Listed with the U.S. Treasury Department;

AND, WHEREAS, the Principal has submitted a bid for Bid # **22/23-032**, for the **TYPE 1 AMBULANCE-FEDERALLY FUNDED**.

NOW, THEREFORE,

- (a) If said Bid shall be rejected; or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver the contract in the bid documents (“Contract”) to Obligee in accordance with the terms of the bid documents, and give such bond or bonds as may be specified in the bid or contract documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or
- (c) If the Principal shall pay to the Obligee the full amount of the bid bond as a penalty irrespective of the Obligee’s actual damages in the event of the failure of the Principal to enter into such Contract and give such bond or bonds,

then, this obligation shall be null and void. Otherwise it shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety (but not of the Principal) for any and all claims hereunder shall, in no event, exceed the penal amount of the obligation as herein stated.

The Surety, for the consideration for which this bond was executed, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and hereby waives notice of any such extension.

**IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and the Surety has caused their seal to be hereto affixed and these present to be signed by their proper officers.**

Signed, Sealed and dated: \_\_\_\_\_

\_\_\_\_\_  
Principal  
By: \_\_\_\_\_

\_\_\_\_\_  
Surety  
By: \_\_\_\_\_

# **GENERAL CONDITIONS**

## General Conditions



---

### GENERAL CONDITIONS

*Please Read Carefully*

*These Provisions Are a Part of Your Bid and any Contract Awarded*

**Scope of Bid/Proposal:** Bids/Proposals are hereby requested for **TYPE 1 AMBULANCE-FEDERALLY FUNDED** as per specifications herein.

**The bidder agrees that:**

- A. Bidder has carefully examined the specifications, and all provisions relating to the item(s) to be furnished or the work to be done; understands the meaning, intent, and requirements; and
- B. Bidder will enter into a written contract and furnish the item(s) or complete the work in the time specified, and in strict conformity with the City of Sparks specifications for the prices quoted.

**Note:** Bidder is defined as any individual, partnership, or corporation submitting a bid, proposal, or quotation in response to a request for bid (RFB), request for proposal (RFP), request for information (RFI) or request for quotation (RFQ). A bidder may also be referred to as a bidder, contractor, supplier or vendor.

The use of the title "Bidder," "Vendor", "Contractor" or "Consultant" within this solicitation document and any resulting contract shall be deemed interchangeable and shall refer to the person or entity with whom the City of Sparks is soliciting and/or contracting for the service or product referenced within the bid document.

**1. Prices:**

All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or written with ink adjacent to the error. Bids shall indicate the unit price extended to indicate the total price for each item bid. Any difference between the unit price correctly extended and the total price shown for all items bid shall be resolved in favor of the unit prices. Bidders are encouraged to review all prices prior to bid submittal, as withdrawal or correction may not be permitted after the bid has been opened.

**2. Firm Prices:**

Prices on bid shall be firm prices not subject to escalation unless otherwise provided for in the specifications. In the event the specifications provide for escalation, the maximum limit shall be shown, or the bid shall not be considered. In the event of a decline in market price below a price bid, the City of Sparks shall receive the benefit of such decline.

**3. Items Offered:**

If the item offered by the bidder has a trade name, brand and/or catalog number, such shall be stated in the bid. If the bidder proposes to furnish an item of a manufacturer or vendor other than that mentioned on the face hereof, bidder must specify maker, brand, quality, catalog number, or other trade designation. Unless such is noted on the bid form, it will be deemed that the item offered is that designated even though the bid may state "or equal".

**4. Brand Names:**

Whenever reference to a specific brand name is made by the City, it is intended to describe a component that has been determined to best meet operational, performance, or reliability standards of the City, thereby incorporating these standards by reference within the specifications. These specifications are not meant to limit the vendor; they are guidelines to minimum qualifications. The bidder shall indicate their compliance or non-compliance for each line of the specification. Any deviations from the specifications or where submitted literature does not fully support the meaning of the specifications must be clearly cited in writing by the bidder.

## General Conditions



---

An equivalent (“or equal”) may be offered by the bidder, subject to evaluation and acceptance by the City. It is the bidder’s responsibility to provide, at bidder’s expense, samples, test data, or other documentation the City may require to fully evaluate and determine acceptability of an offered substitute. The City reserves the sole right to reject a substituted component that will not meet or exceed City standards.

**5. Samples:**

Samples may be required for bid evaluation and testing purposes. Bidders shall agree to provide samples upon request and at no additional cost to the City.

**6. Withdrawal of Bids:**

Bids may be withdrawn by written or facsimile notice received prior to the exact hour and date specified for receipt of bid. A bid may also be withdrawn in person by a bidder, or bidder’s authorized representative, prior to the exact hour and date set for receipt of bids. Telephone withdrawals are not permitted.

**7. Late Bids, Modifications, or Withdrawals:**

Bids, modifications of bids, or bid withdrawals received after the exact time and date specified for receipt will not be considered.

**8. Mistake in Bid:**

- (a) If the bidder discovers a mistake in bid prior to the hour and date specified for receipt of bid, bidder may correct the mistake by withdrawing the bid in accordance with Item 7 above and resubmit prior to the stated bid deadline.
- (b) If within seventy-two hours of the bid closing and prior to the issuance of a purchase order or a contract, the apparent low bidder discovers a mistake in bid of a serious and significant nature, bidder may request consideration be given to withdrawing the bid. The mistake must be evident and provable. The right is reserved by the City to reject any and all requests for withdrawal of bids. The decision of the Purchasing Manager is final as regards acceptance or rejection of requests for withdrawal after closing of bids.
- (c) A mistake in bid cannot be considered once a purchase order or contract is issued.

**9. Signature:**

All bids shall be signed and the title and firm name indicated. A bid by a corporation shall be signed by an authorized officer, employee or agent with his or her title.

**10. Exceptions:**

A bidder deviating from specifications must specify any and all deviation(s). Failure to note said exceptions shall be interpreted to convey that the bidder shall propose to perform in the manner described and/or specified in this bid solicitation. If exception(s) are taken or alternatives offered, complete descriptions must be shown separately.

**11. Confidential Information:**

Any information deemed confidential or proprietary should be clearly identified by the bidder as such. It may then be protected and treated with confidentiality only to the extent permitted by state law. Otherwise the information shall be considered a public record. Information or data submitted with a bid will not be returned.

**12. Quality:**

Unless otherwise required in the specifications, all goods furnished shall be new and unused.



---

**13. Litigation Warranty:**

The bidder, by bidding, warrants that bidder is not currently involved in litigation or arbitration concerning the materials or bidder's performance concerning the same or similar material or service to be supplied pursuant to this contract of specification, and that no judgments or awards have been made against bidder on the basis of bidder's performance in supplying or installing the same or similar material or service, unless such fact is disclosed to the City in the bid. Disclosure may not disqualify the bidder. The City reserves the right to evaluate bids on the basis of the facts surrounding such litigation or arbitration and to require bidder to furnish the City with a surety bond executed by a surety company authorized to do business in the State of Nevada and approved by The City of Sparks in a sum equal to one hundred percent (100%) of the contract price conditional on the faithful performance by bidder of the contract in the event the bid is awarded to bidder, notwithstanding the litigation or arbitration.

**14. Royalties, Licenses and Patents:**

Unless otherwise specified, the bidder shall pay all royalties, license and patent fees. The bidder warrants that the materials to be supplied do not infringe any patent, trademark or copyright and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City from all loss or damages, whether general, exemplary or punitive, as a result of any actual or claimed infringement asserted against the City, the bidder or those furnishing material to bidder pursuant to this contract.

**15. Performance Standards:**

Performance of work and acceptability of equipment or materials supplied pursuant to any contract or award shall be to the satisfaction and full discretion of the City.

**16. Americans with Disabilities Act (ADA) Standards:**

Bidders shall be required to comply with current ADA Standards in preparing their bids and executing work required under any contract resulting from this bid. Completed work must comply with current ADA Standards.

**17. Warranties:**

(a) Unless otherwise specified, all workmanship, material, labor or equipment provided under the contract shall be warranted by bidder and/or manufacturer for a minimum of twelve (12) months after acceptance by City. Greater warranty protection will be accepted. Lesser warranty protection must be indicated by bidder on the bid proposal as an exception.

(b) Bidder shall be considered primarily responsible to the City for all warranty service, parts and labor applicable to the goods or equipment provided by bidder under this bid or award, irrespective of whether bidder is an agent, broker, fabricator or manufacturer's dealer. Bidder shall be responsible for ensuring that warranty work is performed at a local agency or facility convenient to City and that services, parts and labor are available and provided to meet City's schedules and deadlines. If required and defined within the Scope of Work, the Bidder will post a performance bond after contract award to guarantee performance of these obligations. Bidder may establish a service contract with a local agency satisfactory to City to meet this obligation if bidder does not ordinarily provide warranty service.

**18. Addenda:**

The effect of all addenda to the bid documents shall be considered in the bid, and said addenda shall be made part of the bid documents and shall be returned with them. Before submitting a bid, each bidder shall ascertain

## General Conditions



whether or not any addenda have been issued, and failure to acknowledge any such addenda may render the bid invalid and result in its rejection.

All potential bidders are responsible for monitoring the City website regarding the availability of new bid documents or addenda (where applicable). The City of Sparks will not be responsible for the results of any potential failures in automatic notification systems to potential bidders or plan holders with respect to these documents and will not adjust bid schedules or requirements due to any potential failures of those systems. It is the responsibility of all potential bidders/responders to monitor the Purchasing Division's website for any changing information prior to submitting their bid/proposal. The City of Sparks will not be responsible for the timeliness or completeness of information provided by any 3<sup>rd</sup> party bid listing or re-selling service.

### **19. Specifications to Prevail:**

The detailed requirements of the Specifications, Scope of Work or Special Conditions shall supersede any conflicting reference in these General Conditions or the stated language on the City of Sparks Standard Purchase Order that are in conflict therewith.

### **20. Taxes:**

The City is exempt from State, City and County Sales Taxes per NRS 372.325. The City will furnish Exemption Certificates for Federal Excise Tax when applicable. The successful bidder shall pay all taxes, levies, duties and assessments of every nature, which may be applicable to any work or materials under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. The successful bidder shall make any and all payroll deductions required by law. The successful bidder herein indemnifies and holds the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

### **21. Conflict of Interest:**

No City employee or elected or appointed member of City government, or member of the employee's immediate family, may participate directly or indirectly in the procurement process pertaining to this bid if they:

- (a) Have a financial interest or other personal interest that is incompatible with the proper discharge of their official duties in the public interest or would tend to impair their independence, judgment or action in the performance of their official duties.
- (b) Are negotiating for or have an arrangement concerning prospective employment with bidder. The bidder warrants to the best of his knowledge that the submission of the bid will not create such conflict of interest. In the event such a conflict occurs, the bidder is to report it immediately to the Purchasing Manager. For breach or violation of this warranty, the City shall have the right to annul this contract without liability at its discretion, and bidder may be subject to damages and/or debarment or suspension.

### **22. Disqualification of Bidder:**

Any one or more of the following may be considered as sufficient for the disqualification of a prospective Bidder and the rejection of the Bid:

- (a) The Bidder is not responsive or responsible.
- (b) The quality of services, materials, equipment or labor offered does not conform to the approved plans and specifications.
- (c) There is evidence of collusion among prospective Bidders (Participants in such collusion will receive no recognition as Bidders).
- (d) The Bidder lacks the correct contractor's license classification required for the defined scope of work.
- (e) Lack of competency, understanding of the scope of work, adequate machinery, plant and/or equipment as revealed in routine due diligence associated with bid evaluation.



**General Conditions**



- (f) Unsatisfactory performance record as shown by past work for the City of Sparks, judged from the standpoint of workmanship, progress, and quality of services/goods provided.
- (g) Uncompleted work which, in the judgment of the City of Sparks, might hinder or prevent the prompt completion of additional work, if awarded.
- (h) Failure to pay or satisfactorily settle all bills due for labor and/or material on any contract(s).
- (i) Failure to comply with any requirements of the City of Sparks.
- (j) Failure to list, as required, all subcontractors who will be employed by the Bidder.
- (k) Any other reason determined, in good faith, to be in the best interest of the City of Sparks.

**23. Gratuities:**

The City may rescind the right of the bidder to proceed under this agreement if it is found that gratuities in the form of entertainment, gifts, cash or otherwise are offered or given by the bidder, or any agent or representative of the bidder, to any officer or employee of the City with the intent of influencing award of this agreement or securing favorable treatment with respect to performance of this agreement.

**24. Bidder's Security (This Section  IS  IS NOT Applicable to this bid):**

A bid deposit in an amount equal to at least 5% of the bid may be required as a bid security by the City. The bid security may only be in cash, a cashier's or certified check made payable to the City of Sparks, or a bid bond. If the bid security is a bond, it shall be executed by a surety insurer authorized to issue surety bonds in the State of Nevada. All Bonding Companies must have an "A" rating or better with Moody's or A.M. Best Company, and be included on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bond and as Acceptable Reinsuring Companies" as published in circular 570 (as amended) by the audit staff, Bureau of Accounts, U.S. Treasury Department. (In other words, the company is T-listed.) The bid security must be executed by the bidder and enclosed with the bid proposal in the sealed bid envelope.

**25. Performance and Payment Bonds:**

Per NRS 339.025, before any contract, except one subject to the provisions of chapter 408 of NRS, exceeding \$100,000 for any project for the new construction, repair or reconstruction of any public building or other public work or public improvement of any contracting body is awarded to any contractor, he shall furnish to the contracting body the following bonds which become binding upon the award of the contract to the contractor (All Bonding Companies must have an "A" rating or better with Moody's or A.M. Best Company, and be included on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bond and as Acceptable Reinsuring Companies" as published in circular 570 (as amended) by the audit staff, Bureau of Accounts, U.S. Treasury Department. (In other words, the company is T-listed.)):

**Performance Bond (This Section  IS  IS NOT Applicable to this bid):**

The Contractor awarded this bid will be required to furnish the City with a surety bond conditioned upon the faithful performance of the contract. This may take the form of a bond executed by a surety company authorized to do business in the State of Nevada and approved by the City of Sparks. The bond shall be in a sum equal to one hundred percent (100%) of the amount of the contract price. Such bond shall be forfeited to the City in the event that bidder receiving the contract shall fail or refuse to fulfill the requirements and all terms and conditions of the contract.

**Payment Bond (This Section  IS  IS NOT Applicable to this bid):**

The Contractor awarded this bid will be required to furnish the City with a payment bond. This may take the form of a bond executed by a surety company authorized to do business in the State of Nevada and approved by the City of Sparks. The bond shall be in a sum equal to one hundred percent (100%) of the amount of the

## General Conditions



contract price The bond must be solely for the protection of claimants supplying labor or materials to the contractor to whom the contract was awarded, or to any of his subcontractors, in the prosecution of the work provided for in such contract.

### **26. Indemnification:**

To the fullest extent permitted by law, upon award, Contractor shall hold harmless, indemnify, defend and protect City, its affiliates, officers, agents, employees, volunteers, successors and assigns (“Indemnified Parties”), and each of them from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorney’s fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever (“Claims”) arising out of or related to any act or omission of Contractor, its employees, agents, representatives, or Subcontractors in any way related to the performance of work under this Agreement by Contractor, or to work performed by others under the direction or supervision of Contractor, including but not limited to:

1. Personal injury, including but not limited to bodily injury, emotional injury, sickness or disease, or death to persons;
2. Damage to property of anyone, including loss of use thereof;
3. Penalties from violation of any law or regulation caused by Contractor’s action or inaction;
4. Failure of Contractor to comply with the Insurance requirements established under this Agreement;
5. Any violation by Contractor of any law or regulation in any way related to the occupational safety and health of employees.

In determining the nature of the claim against City, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against City.

If City’s personnel are involved in defending such actions, Contractor shall reimburse City for the time and costs spent by such personnel at the rate charged City for such services by private professionals.

### **In cases of professional service agreements, requiring professional liability coverage:**

If the insurer by which a Consultant is insured against professional liability does not so defend the City and applicable agents and/or staff, and the Consultant is adjudicated to be liable by a trier of fact, the City shall be entitled to reasonable attorney’s fees and costs to be paid to the City by the Consultant in an amount which is proportionate to the liability of the of the Consultant.

Nothing in this contract shall be interpreted to waive nor does the City, by entering into this contract, waive any of the provisions found in Chapter 41 of the Nevada Revised Statutes.

### **27. Insurance:**

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THE APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

**General Conditions**



**The City may, unless otherwise required by law, waive or reduce the insurance requirements itemized here, at the discretion of the city’s Contracts and Risk Manager.**

Should work be required on City premises or within the public right-of-way, upon award of the contract, the bidder shall provide proof of insurance for the types of coverage, limits of insurance and other terms specified herein, prior to initiation of any services under City, Bid, Proposal or Contract. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks and shall meet the following minimum specifications:

Contractor shall at its own expense carry and maintain at all times the following insurance coverage and limits of insurance no less than the following or the amount customarily carried by Contractor or any of its subcontractors, whichever is greater. Contractor shall also cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein. All insurers must have AM Best rating not less than A-VII, and be acceptable to the City. Contractor shall furnish copies of certificates of insurance evidencing coverage for itself and for each subcontractor. Failure to maintain the required insurance may result in termination of this contract at City’s option. If Contractor fails to maintain the insurance as set forth herein, City shall have the right, but not the obligation, to purchase said insurance at Contractor’s expense.

Contractor shall provide proof of insurance for the lines of coverage, limits of insurance and other terms specified below prior to initiation of any services. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks. Contractor and any of its subcontractors shall carry and maintain coverage and limits no less than the following or the amount customarily carried by Contractor or any of its subcontractors, whichever is greater.

<b>Applicable to this Contract</b>	<b>Insurance Type</b>	<b>Minimum Limit</b>	<b>Insurance Certificate</b>	<b>Additional Insured</b>	<b>Waiver of Subrogation</b>
<b>Yes</b>	General Liability/Umbrella (Excess) Liability	\$2,000,000	✓	✓	✓
<b>Yes</b>	Automobile Liability	\$1,000,000	✓	✓	
<b>Yes</b>	Workers’ Compensation	Statutory	✓	N/A	✓
<b>Yes</b>	Employer’s Liability	\$1,000,000	✓	N/A	
<b>No</b>	Professional Liability	\$1,000,000	✓	N/A	N/A
<b>No</b>	Pollution Legal Liability	\$1,000,000	✓	N/A	N/A

**Commercial General Liability**

Contractor shall carry and maintain Commercial General Liability (CGL) and, if necessary to meet required limits of insurance, commercial umbrella/excess liability insurance with a total limit of not less than the limits specified herein.

## General Conditions



For contracts that are for the construction or improvement of public facilities, the Contractor shall obtain and maintain products and completed operations liability coverage through the statute of repose after completion of the project. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or damage to the named insured's work unless Subcontractor carries and maintains separate policies providing such coverage and provides Contractor evidence of insurance confirming the coverage.

### ***Minimum Limits of Insurance***

**\$2,000,000** Each Occurrence Limit for bodily injury and property damage

**\$2,000,000** General Aggregate Limit

**\$2,000,000** Products and Completed Operations Aggregate Limit

**\$10,000** Medical Expense Limit

If Commercial General Liability Insurance or other form with a general aggregate limit is used, it shall be revised to apply separately to this PROJECT or LOCATION.

### ***Coverage Form***

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Commercial General Liability (CGL) "Occurrence" form CG 00 01 04/13 or substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

### ***Additional Insured***

City, its officers, agents, employees, and volunteers are to be included as insureds using the applicable ISO additional insured endorsement(s) or substitute forms providing equivalent coverage, in respects to damages and defense arising from: activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers. Additional insured status for City shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

### ***Primary and Non-Contributory***

Contractor's insurance coverage shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City, its officers, agents, employees, and volunteers. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. Any insurance or self-insurance maintained by City, its officers, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it in any way.

### ***Waiver of Subrogation***

Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. Insurer shall endorse CGL policy as required to waive subrogation against the City with respect to any loss paid under the policy.



***Endorsements***

Policy forms or endorsements are required confirming coverage for all required additional insureds. The forms or endorsements for CGL shall be at least as broad as the unmodified ISO additional insured endorsement CGO 20 10 07/04 and CG 20 37 07/04 or substitute forms providing additional insured coverage for products and completed operations.

A waiver of subrogation in favor of City shall be endorsed to the policy using an unmodified Waiver of Transfer of Rights of Recovery of Others to Us ISO CG 24 04 05 09, or a substitute form providing equivalent coverage.

***Electronic Data Liability***

If any underground work will be performed, Contractor shall maintain electronic data liability insurance applicable to the Project and insuring against liability arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data. This coverage shall be maintained with a limit of liability of not less than \$1,000,000 and provide coverage at least as broad as electronic data liability coverage form CG 04 37 (or substitute form providing equivalent coverage).

***Railroad Protective Liability***

For any construction or demolition work within fifty (50) feet of a railroad, Contractor shall maintain Railroad Protective Liability insurance on behalf of and in the name of the railroad, as named insured, with a limit of \$6,000,000 per occurrence or higher limit if required by the railroad. Contractor shall also ensure that any exclusions pertaining to the indemnification of a railroad are removed from its CGL policy or that ISO form CG 24 17 (Contractual Liability-Railroads Endorsements) is included in the coverage.

**Business Automobile Liability**

***Minimum Limits of Insurance***

**\$1,000,000** Combined Single Limit per accident for bodily injury and property damage or the limit customarily carried by Contractor, whichever is greater. No aggregate limit may apply. Coverage may be combined with Excess/Umbrella Liability coverage to meet the required limit.

***Coverage Form***

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Business Automobile Coverage form CA 00 01 10/13, CA 00 25 10/13, CA 00 20 10/13 or substitute form providing equivalent coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

Pollution liability coverage at least as broad as that provided under the ISO pollution liability—broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached for all contracts involving transportation of “hazardous material” as this term is defined by applicable law, including, but not limited to, waste, asbestos, fungi, bacteria and mold.

***Additional Insured***

City, its officers, agents, employees, and volunteers are to be included as insureds with respect to damages and defense arising from the ownership, maintenance or use of automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers. Additional insured status for City shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

## General Conditions



---

### ***Endorsements***

A policy endorsement is required listing all required additional insureds. The endorsement for Business Automobile Liability shall be at least as broad as the unmodified ISO CA 20 48 10/13 or a substitute form confirming City's insured status for Liability Coverage under the Who Is An Insured Provision contained in Section II of the coverage form ISO CA 00 01 10/13.

### **Waiver of Subrogation.**

Contractor waives all rights against City, its officers, agents, employees, and volunteers for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. Contractor's insurer shall endorse policy to waive subrogation against City with respect to any loss paid under the policy.

### **Workers' Compensation and Employer's Liability**

Contractor shall carry and maintain workers' compensation and employer's liability insurance meeting the statutory requirements of the State of Nevada, including but not limited to NRS 616B.627 and NRS 617.210 or provide proof that compliance with the provisions of Nevada Revised Statutes Chapters 616A-D and all other related chapters is not required. It is understood and agreed that there shall be no coverage provided for Contractor or any Subcontractor of the Contractor by the City. Contractor agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the City to make any payment under this Agreement to provide City with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210.

It is further understood and agreed by and between City and Contractor that Contractor shall procure, pay for and maintain the above-mentioned coverage at Contractor's sole cost and expense.

Should Contractor be self-funded for workers' compensation and employer's liability insurance, Contractor shall so notify City in writing prior to the signing of this Contract. City reserves the right to approve said retentions, and may request additional documentation, financial or otherwise, for review prior to the signing of this Contract.

Upon completion of the project, Contractor shall, if requested by City, provide a Final Certificate for itself and each Subcontractor showing that Contractor and each Subcontractor had maintained the required Workers Compensation and Employer's Liability by paying all premiums due throughout the entire course of the project.

Nevada law allows the following to reject workers' compensation coverage if they do not use employees or subcontractors in the performance of work under the contract:

- Sole proprietors (NRS 616B.627 and NRS 617.210)
- Unpaid officers of quasi-public, private or nonprofit corporations (NRS 616B.624 and NRS 617.207)
- Unpaid managers of limited liability companies (NRS 616B.624 and NRS 617.207)
- An officer or manager of a corporation or limited liability company who owns the corporation or company (NRS 616B.624 and NRS 617.207)

If a contractor has rejected workers' compensation coverage under applicable Nevada law, the contractor must indicate the basis for the rejection of coverage and complete, sign and have notarized an Affidavit of Rejection of Coverage. The Affidavit must be completed, signed and notarized prior to performance of any work.

**General Conditions**



---

***Minimum Limits of Insurance***

Workers' Compensation: Statutory Limits  
Employer's Liability: **\$1,000,000** Bodily Injury by Accident – Each Accident  
**\$1,000,000** Bodily Injury by Disease – Each Employee  
**\$1,000,000** Bodily Injury by Disease – Policy Limit

***Coverage Form***

Coverage shall be at least as broad as the unmodified National Council on Compensation Insurance (NCCI) Workers Compensation and Employer's Liability coverage form WC 00 00 07/11 or substitute form providing equivalent coverage.

**ALL COVERAGES**

Coverage shall not be suspended, voided, canceled, or non-renewed by either CONTRACTOR or by the insurer, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to CITY except for ten (10) days' notice for nonpayment of premium.

**DEDUCTIBLES AND RETENTIONS**

Any deductibles or self-insured retentions that exceed \$100,000.00 per occurrence or claim must be declared to and approved by the City's Contracts and Risk Manager and prior to signing this Contract. City is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Contract or during the term of any policy must be approved by City's Contracts and Purchasing Manager prior to the change taking effect. Contractor is responsible for any losses within deductibles or self-insured retentions.

**ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of no less than A-VII and acceptable to the City. City, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's ratings upon review of financial information concerning Contractor and insurance carrier. City reserves the right to require that Contractor's insurer be a licensed and admitted insurer in the State of Nevada, or meet any applicable state and federal laws and regulations for non-admitted insurance placement.

**VERIFICATION OF COVERAGE**

Contractor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Prior to the start of any Work, Contractor must provide the following documents to City of Sparks, Attention: Purchasing Division, P.O. Box 857, Sparks, NV 89432-0857:

- A. **Certificate of Insurance.** Contractor must provide a Certificate of Insurance form to the City of Sparks to evidence the insurance policies and coverage required of Contractor.
  
- B. **Additional Insured Endorsements.** An original Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to the City of Sparks, by attachment to the Certificate of Insurance, to evidence the endorsement of the City of Sparks as additional insured.

## General Conditions



**All certificates and endorsements are to be addressed to the City of Sparks, Purchasing Division and be received and approved by City before work commences.** The City reserves the right to require complete certified copies of all required insurance policies at any time.

### MISCELLANEOUS CONDITIONS

1. Contractor shall be responsible for and remedy all damage or loss to any property, including property of City, caused in whole or in part by Contractor, any Subcontractor, or anyone employed, directed, or supervised by Contractor.
2. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractors under it, and such coverage and limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to City in this contract.
3. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:
  - a. Purchase such insurance to cover any risk for which City may be liable through the operations of Contractor under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - b. Order Contractor to stop work under this Agreement and/or withhold any payments which become due Contractor here under until Contractor demonstrates compliance with the requirements hereof; or,
  - c. Terminate the Agreement.
4. If Contractor's liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

### 28. Safety Program:

Upon award, the Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to:

1. All employees on the work site and all other persons who may be affected thereby.
2. All the work, materials, and equipment to be incorporated therein, whether in storage on or off the site.
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

Contractor shall comply with all applicable laws, ordinances, rules, regulations, and others of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by existing conditions and progress on the work, all necessary safeguards for safety and protection, including posting danger signs, other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities. Contractor shall comply with OSHA'S Hazard Communication Standards.

Contractor shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the Owner and the Engineer.





---

**29. Award of Contract:**

- (a) Bids/Proposals will be analyzed and award will be made to the lowest, responsive and responsible bidder whose bid conforms to the solicitation and whose bid is considered to be most advantageous to the City, price and other factors considered. Factors to be considered may include, but are not limited to: bidder's past performance, total unit cost, economic cost analysis, life cycle costs, warranty and quality, maintenance cost, durability, the operational requirements of the City and any other factors which will result in the optimum economic benefit to the City.
- (b) The City reserves the right to reject any item or items, to waive informalities, technical defects and minor irregularities in bids/proposals received; and to select the bid(s) or proposal(s) deemed most advantageous to the City. Should the City elect to waive a right it will not constitute an automatic waiver of that right in the future nor will it impact any other right or remedy. The City may consider bids/proposals submitted on an "all or nothing" basis if the bid/proposal is clearly designated as such.
- (c) The City reserves the right to award one or more contracts on the bids/proposals submitted, either by award of all items to one bidder or by award of separate items or groups of items to various bidders as the interests of the City may require, unless the bidder clearly specifies otherwise in his bid.
- (d) Upon acceptance by the City of Sparks, the solicitation, bid, proposal, or price quotation and issuance of a purchase order issued to the successful bidder shall be deemed to result in a binding contract incorporating those terms and these General Conditions without further action required by either party. Items are to be furnished as described in the bid and in strict conformity with all instructions, conditions, specifications, and provisions in the complete contract, as defined by this clause or any related integrated agreement.

**30. Request for Proposal (RFP) Submittals:**

In the case of Request for Proposals (RFP's), it should be noted that the documents submitted by prospective bidders are competitive sealed proposals and not competitive sealed bids. When proposals are opened, prices and other information will not be made public until the proposal is awarded. There shall be no disclosure of any bidder's information to competing bidders prior to the award of the proposal.

By their nature, proposals will include a number of variables that will vary based on the complexity of the product or service addressed within the proposal. Therefore, the evaluation of RFP's and the recommendation for award will not be based on price alone. Selection criteria will be better defined for each scope of work in the Special Conditions section of this bid.

Upon award of the contract, the executed contract and proposals will become public information. Accordingly, each proposal should be submitted on the vendor's most favorable terms from a price and technical standpoint.

**31. Tie Bids:**

Should identical low, responsive and responsible bids be received from two bidders, the City of Sparks Purchasing Manager shall notify all parties involved in the tie and may at his option utilize a coin-flip to determine the low bidder who shall be recommended for award. Or;

Should there be three or more low, responsive and responsible tie bids the Purchasing Manager shall exercise the following tie breaking method, unless another alternative is apparent and prudent: The City of Sparks Purchasing Manager shall set a mutually agreed upon time where, in his office, he shall shuffle a new deck of playing cards and have each bidder's representative cut the cards. The tie bidder who cuts the highest card (with Ace high) shall be recommended for bid award.



---

**32. Appeals/Protests – Bids Only (Not Applicable to Request for Proposals):**

A person who submits a bid on a contract may, after the bids are opened and within 5 business days after the date the “Recommendation to Award” is issued by the City, unless otherwise stated in the Special Conditions, file a notice of protest regarding the awarding of the contract. The City’s “Recommendation to Award” will be dated and posted on the City’s public website within the area where bid notices and bid re-caps are posted (Currently: <http://www.cityofsparks.us/bids>).

- (a) A notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of law were violated.
- (b) A person filing a notice of protest may be required by the governing body or its authorized representative, at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this State or submit other security, in a form approved by the governing body or its authorized representative, to the governing body or its authorized representative who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of:
  - (1) Twenty-five percent of the total value of the bid submitted by the person filing the notice of protest; or
  - (2) Two hundred fifty thousand dollars (\$250,000).
- (c) A notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of any contract until a determination is made by the governing body or its authorized representative on the protest.
- (d) A person who submits an unsuccessful bid may not seek any type of judicial intervention until the governing body or its authorized representative has made a determination on the protest and awarded the contract.
- (e) A governing body or its authorized representative is not liable for any costs, expenses, attorney’s fees, loss of income or other damages sustained by a person who submits a bid, whether or not the person files a notice of protest pursuant to this section.
- (f) If the protest is upheld, the bond posted or other security submitted with the notice of protest must be returned to the person who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the governing body or its authorized representative in an amount equal to the expenses incurred by the governing body or its authorized representative because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

**33. Documentation:**

Due to the time constraints that affect contract performance, all required documents, certificates of insurance and bonds shall be provided to the City within ten (10) calendar days following award or date of request by City, whichever is later. Any failure to comply may result in bid being declared non-responsive and rejected, and at City’s option, the bid bond may be attached for damages suffered.

**34. Discounts:**

- (a) Prompt payment discounts will not be considered in evaluating bids for award. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
- (b) In connection with any discount offered, time will be computed from date of delivery and acceptance, or invoice receipt, whichever is later. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the City check.

## General Conditions



- (c) Any discount offered other than for prompt payment should be included in the net price quoted and not included in separate terms. In the event this is not done, the City reserves the right to accept the discount offered and adjust prices accordingly on the Purchase Order.

### **35. Seller's Invoice:**

Invoices shall be prepared and submitted in duplicate to the address shown on the Purchase Order. Separate invoices are required for each Purchase Order. Invoices shall contain the following information: Purchase Order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.

### **36. Inspection and Acceptance:**

Inspection and acceptance will be at destination unless specified otherwise, and will be made by the City department shown in the shipping address or other duly authorized representative of the City. Until delivery and acceptance, and after any rejection, risk of loss will be on the bidder unless loss results from negligence of the City.

### **37. Lost and Damaged Shipments:**

Risk of loss or damage to items prior to the time of their receipt and acceptance by the City is upon the bidder. The City has no obligation to accept damaged shipments and reserves the right to return at the bidder's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.

### **38. Late Shipments:**

Bidder is responsible to notify the City department receiving the items and the Purchasing Manager of any late or delayed shipments. The City reserves the right to cancel all or any part of an order if the shipment is not made as promised.

### **39. Document Ownership:**

All technical documents and records originated or prepared pursuant to this contract, including papers, reports, charts, and computer programs, shall be delivered to and become the exclusive property of the City and may be copyrighted by the City. Bidder assigns all copyrights to City by undertaking this agreement.

### **40. Advertisements, Product Endorsements:**

City employees and agencies or organizations funded by the City of Sparks are prohibited from making endorsements, either implied or direct, of commercial products or services without written approval of the City Manager. No bidder may represent that the City of Sparks has endorsed their product or service without prior written approval.

### **41. Vendor Workplace Policies**

No Vendor providing a service, program or activity to the public on behalf of the City shall discriminate against any person because of sex, race, color, creed, national origin or disability. Vendor, if providing a service, program or activity to the public on behalf of the City, shall comply with the Americans with Disability Act and City's policies pursuant thereto when providing said service, program or activity.

The City of Sparks is an Affirmative Action/Equal Opportunity Employer. Bidders shall be cognizant of the requirements for compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in regulations of the U.S. Department of Labor (41 CFR part 60).

## General Conditions



---

### 42. Business License Requirement:

All companies doing business within, the City of Sparks are required to obtain and maintain a current business license from the City of Sparks prior to the commencement of work per Sparks Municipal Code Section 5.08.020A. Bidder(s) awarded a contract resulting from this bid shall be required to obtain a current business license if they do not already possess one.

### 43. City Provisions to Prevail:

Except as indicated in the specifications, the City's standard General Conditions shall govern any contract award. Any standard terms and conditions of bidder submitted by bidder shall not be acceptable to City unless expressly agreed to by the City. The City reserves the right to reject bidder's bid as non-responsive, to consider the bid without bidder's standard terms and conditions, or to require bidder to delete reference to such, as a condition of evaluation or award of the bid. If, after award of contract, bidder (contract vendor) provides materials or services accompanied by new or additional standard terms or conditions, they too shall be considered void and City may require deletion as a further condition of performance by vendor.

### 44. Invalid Provisions:

In the event that any one or more of the provisions of this agreement shall be found to be invalid, illegal or unenforceable, the remaining provisions shall remain in effect and be enforceable.

### 45. Amendments and Modifications:

The Purchasing Manager may at any time, by written order, and without notice to the sureties, make a modification to the contract or an amendment to the Purchase Order, within the general scope of this contract, in (1) quantity of materials or service, whether more or less; (2) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the City; (3) method of shipment or packing; and (4) place of delivery. If any such change causes an increase or decrease in the cost or the time required for the performance of this contract, an equitable adjustment shall be made by written modification of the contract or amendment to the Purchase Order. Any claim by the bidder for adjustment under this clause must be asserted within 30 calendar days from the notification date.

### 46. Assignment:

Vendor shall not assign or delegate duties or responsibilities under this agreement, in whole or in part, without prior written approval of the City.

### 47. Disputes After Award:

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Purchasing Manager, who shall reduce this decision to writing and mail a copy to the bidder. The decision of the Purchasing Manager shall be final and conclusive, unless bidder requests arbitration within ten (10) calendar days. Pending final decision of a dispute, the bidder shall proceed diligently with the performance of the contract and in accordance with the Purchasing Manager's decision.

### 48. Arbitration after Award:

Any and all disputes, controversies or claims arising under or in connection with the contract resulting from this bid, including without limitation, fraud in the inducement of this Contract, or the general validity or enforceability of this Contract, shall be governed by the laws of the State of Nevada without giving effect to conflicts of law principles, may be submitted to binding arbitration before one arbitrator, and shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association in a private manner in Washoe County, Nevada. This award shall be final and judgment may be entered upon it in any

## General Conditions



---

court having jurisdiction thereof. In reaching this final award, the arbitrator shall have no authority to change or modify any provision of this Contract. All other expenses of arbitration shall be borne equally by the parties. All fees, including legal fees, shall be borne by the party who incurred them. All costs of enforcement shall be borne by the losing party. Each party shall have the right to discovery in accordance with the Nevada Rules of Civil Procedure.

### **49. Lawful Performance:**

Vendor shall abide by all Federal, State and Local Laws, Ordinances, Regulations, and Statutes as may be related to the performance of duties under this agreement. In addition, all applicable permits and licenses required shall be obtained by the vendor, at vendor's sole expense.

### **50. Extension:**

When in the City's best interest, this agreement may be extended on a daily, month-to-month, or annual basis by mutual agreement of both parties. Services and/or materials received under an extension shall be in accordance with pricing, terms, and conditions, as described herein.

### **51. Termination:**

The City may terminate this agreement and be relieved of any consideration to the vendor should vendor fail to perform in the manner required. Furthermore, the City may terminate this agreement for any reason without penalty upon giving thirty (30) days written notice to the vendor. In the event of termination, the full extent of City liability shall be limited to an equitable adjustment and payment for materials and/or services authorized by and received to the satisfaction of the City prior to termination.

### **52. Venue:**

This agreement shall be governed by and interpreted according to the laws of the State of Nevada, and venue for any proceeding shall be in Washoe County.

# **Special Conditions and Specifications (Specific to Project)**

**In instances where the Special Conditions conflict with the General Conditions, the Special Conditions will prevail with respect to that instance or item(s).**

**City of Sparks**  
**Type I Ambulance – FEDERALLY FUNDED**  
**BID #22/23-032**  
**SCOPE OF WORK**

## **Background**

These specifications detail the requirements for general design criteria of engine, transmission, electrical, body, painting, and equipment. In evaluating the bid proposals to determine which proposal is the most advantageous, these major items shall be considered:

1. Conformity to the Specifications.
2. Bidders past performance with this and other agencies.
3. Manufacturers past performance with this and other agencies.
4. Bidders' ability to service vehicles for this agency.
5. Cost of vehicles after adjustments for exceptions taken.

Emergency vehicle and equipment must meet the specific requirements and the intent of the requirements as specified herein. All items of these specifications shall conform to the character of the proposed emergency vehicle and the purpose for which it is intended.

The emergency vehicle and equipment to be furnished in meeting these specifications must be the product of an established reputable emergency vehicle QVM certified manufacturer. Each bidder shall furnish satisfactory evidence of the manufacturer's ability to construct, supply service, parts, and provide technical assistance for the vehicle specified. Bidder shall provide name, address, and phone number of the nearest facility which meets the following criteria:

1. Facility is under direct control of bidder/manufacturer to insure prompt service.
2. Facility has the needed equipment, (i.e., press brake, shear, plasma cutter, paint booth, etc.) to fabricate major body parts or ensure suitable vendors.
3. Facility has the ability and authority to properly remount module body without affecting manufacturer's warranties.
4. Facility is a certified quality vehicle manufacturer for the designated chassis (ex – Ford QVM).
5. Facility is a member of NTEA (National Truck Equipment Association).

All equipment furnished shall be guaranteed to be new and of current manufacture and to meet all requirements of these specifications. Workmanship shall be of high quality and accomplished in a professional manner so as to ensure a safe and functional apparatus.

Due to the technical nature of this project, bidders are requested to provide generalized drawings and specifications of exactly what they are proposing. Bids not providing these required support documents may be deemed non-responsive and rejected.

Drawings shall include four (4) exterior views showing lights, equipment, etc. and four (4) interior drawings showing cabinets, benches, equipment placement, etc.

All bid prices shall be F.O.B. destination on a delivered and accepted basis of the finished vehicle. If a drive out allowance is allowed, it will be shown on the proposal page as a separate deduct amount, complete with details explaining the drive out procedure.

Bidder shall compute pricing less any State sales taxes. It is understood that any applicable taxes will be added to the proposed prices unless the purchaser furnishes appropriate tax-exempt forms. The proposal form contained herein shall be used by all bidders.

In order to make evaluations of proposals as quick and concise as possible, manufacturers detailed specifications shall be in the same order as the bid document (eg, chassis, modular construction, module exterior, etc. Minor details of construction and materials, where not otherwise specified, are left to the discretion of the contractor, who shall be solely responsible for the design and construction of all features.

Some items have been specified by brand name or model number. These have been carefully selected because of their reliability, the availability of parts and service, or uniformity with this department. In order to be responsive, items specified by brand name and or part number named shall be contained in bid proposals. Bids taking total exception to specifications may not be considered.

The City reserves the right to accept or reject any and all bids on such basis as the purchaser deems to be in its best interest.

The City reserves the right, before awarding the bid, to require a bidder to submit evidence of their qualifications as may be deemed necessary.

The vehicle shall be tested and approved by the City prior to delivery, and all records of same shall be submitted at time of delivery. Conformance shall be in accordance with NFPA 1917 – Standard for Automotive Ambulances.

In the event the unit fails to meet the specified requirements, the purchaser has thirty (30) days to notify the contractor in writing of corrections required. The thirty-day timeline will start when the unit arrives to the department facility. Failure to make such changes as the purchaser may consider necessary to conform to any clause of the specifications, within thirty days of notification, shall be cause for rejection of the unit.

The awarded Vendor shall provide **a pre-build meeting and a final inspection meeting** at the manufacturing facility. If the Vendor is not in the full-time employment of the company who will manufacture the vehicle, the bidder is required to attend both of these meetings.

Vendor shall be responsible for the travel expenses, to include airfare, ground transportation from airport to plant and return, meals and lodging if necessary, as follows:

- 1) **Pre-build meeting shall be for two (2) people from City.**
- 2) **Final Inspection meeting shall be for two (2) people from City.**

The successful bidder will be responsible for preparing and maintaining a record file of all parts and assemblies used to manufacture the emergency vehicle. These records shall be maintained in the factory of the bidder for a minimum set period of 20 years. File shall contain copies of any and all reported deficiencies, all replacement parts required to maintain the apparatus, and original purchase documents including specifications, contract, invoices, incomplete chassis certificates, quality control reports, and final delivery acceptance documents.

## **WARRANTY**

Manufacturer shall warrant new apparatus of its own manufacture against defective workmanship and materials for a period of at least two years from the date of delivery to the purchaser. A lifetime module body warranty shall be provided. Under this warranty, manufacturer's liability is limited to furnishing purchaser, without cost, parts and labor required to replace defective material or workmanship when there is no indication of misuse, neglect, improper maintenance, accident, or overloading the apparatus. Defects shall be reported to seller in writing by the purchaser within the warranty period. Parts and labor will be supplied after inspection by an authorized agent of the manufacturer. Defective parts shall be returned



prepaid by purchaser to seller when requested. Warranty shall begin upon acceptance of the manufactured apparatus by the purchaser. All warranties included with this proposal shall be provided by the respective manufacturer and included with bid proposal.

As this agency expects to remount this vehicle at some future date bidder shall supply a copy of the manufacturer's current remount warranty with the bid. If the manufacturer does not provide remount services, the bidder shall provide the name, address, phone, and history of the company who does provide the remount services, and a current copy of their remount warranty.

## **DETAILED SPECIFICATION**

Each bidder must indicate compliance with these specifications by checking "Comply Yes / No" below each section of these specifications. Checking "Yes" will indicate complete compliance with that section; "No" will indicate an exception is being taken. Bidder must underline in red ink any portion of the section which will not be provided as specified. All exceptions must be fully explained on a separate page, giving reference to the page number and the section where the exception is being taken. Sufficient explanation and documentation shall be provided so that this agency may evaluate exception. Failure to comply with these requirements may result in rejection of the entire bid. The following pages and any noted exceptions shall be included in any bid package submitted to the City in response to this Request for Bids.

### **CHASSIS**

#### **OEM CHASSIS**

2024 Ford F-450 XLT, Regular Cab 4 x 4, or equivalent package from Chevrolet or Dodge, meeting all the specifications listed below (**Note: Chassis subject to model year changes**) –

- Ambulance Prep Package (47A)
- 3 year/36,000 mile Bumper-to-Bumper warranty
- 5 year/60,000 mile Powertrain warranty
- Dual rear wheels
- Provided by Manufacturer

COMPLY	YES	NO
--------	-----	----

#### **SPECIFIC MINIMUM RATINGS**

- Drive – 4 x 4
- G.V.W.R. – 16,500 lb
- Front Axle – 7,000 lb
- Rear Axle – 13,660 lb
- Wheelbase – 169"
- Cab to Axle – 84"
- Front Spring Capacity – 7,000 lb
- Rear Spring Capacity – 13,660 lb
- Rear Differential – 4.88 ratio, limited slip wide track rear axle

COMPLY	YES	NO
--------	-----	----

#### **POWER TRAIN**

- Engine
  - 7.3L V8 Gas DEVCT NA PFI (99N) or equivalent.
  - Engine block heater
  - Oil Minder System
- Engine Cooling System
- Transmission
  - TorqShift 10-speed automatic transmission with selectable drive modes
  - External oil cooler in chassis grille area
  - Electronic Shift on the Fly

- Exhaust System
  - System complies with Federal Motor Carrier Safety Regulations, Part 393.83
  - Discharge at right rear side of module
  - Tailpipe shall not terminate within twelve inches of the vertical axis of the fuel tank filler opening

**COMPLY**    **YES**    **NO**

**STEERING**

- Power-assisted
- Tilt steering wheel

**COMPLY**    **YES**    **NO**

**SHOCK ABSORBERS/STABILIZER BARS**

- Heavy-duty shock absorbers front and rear
- OEM front and rear stabilizer bars

**COMPLY**    **YES**    **NO**

**BRAKES**

- Heavy duty power-assisted four wheel ABS; front and rear disc
- Front 14.53” diameter; Rear 15.35” diameter
- Trailer Brake Controller

**COMPLY**    **YES**    **NO**

**TIRES AND WHEELS**

- Seven OEM LT 225-70R-19.5G all-purpose steel belted radials
- Seven OEM 19.5” steel wheels
- OEM stainless steel wheel simulators with braided valve extenders
- Spare tire and wheel shipped loose
- OEM jack and tire changing tools

**COMPLY**    **YES**    **NO**

**ELECTRICAL**

- Alternators – OEM dual rated at a min 397 Amps total
- Battery – OEM dual rated at 750 CCA each
- Stationary Elevated Idle Control

**COMPLY**    **YES**    **NO**

**INSTRUMENT PANEL AND CONTROLS**

- Gauges
  - Speedometer
  - Tachometer
  - Engine Coolant Temperature
  - Transmission Fluid Temperature
  - Fuel Level
  - Odometer/Trip Odometer
- Cruise Control, with steering mounted controls
- Audio – OEM AM/FM/SiriusXM radio with 6 month prepaid subscription

- SYNC 3 - Voice-Activated communications and entertainment system with 8" touchscreen in center stack (or mfg equivalent)
- 4.2" LCD Productivity Screen in IP Cluster with compass display (or mfg equivalent)
- Two USB charge ports
- Ford Pass® Connect 4G WiFi Modem (or mfg equivalent)
- Rearview Camera and Prep Kit

COMPLY	YES	NO
--------	-----	----

**CAB EXTERIOR**

- Trim Level – XLT (or mfg equivalent)
- Bumper – Chrome
- Tow Hooks –Two Front
- Mud Flaps – Two Front
- Horn – OEM dual electric
- Windows – Solar Tinted
- Windshield wipers – Two-speed electric, washer and intermittent speed control
- Mirrors
  - Two black, below eye level, manually telescoping trailer tow
  - Power, heated glass, upper portion
  - Turn indicators and clearance lights on outside edge
  - Lower portion convex
- Lights
  - Headlamps – Auto High-Beam, Quad-beam halogen
  - Roof clearance light
- Fuel – OEM 40 gallon tank minimum

COMPLY	YES	NO
--------	-----	----

**CAB INTERIOR**

- Trim Level – XLT (or mfg equivalent)
- Seats – OEM
  - Cloth 40/20/40
  - Combination lap and shoulder harness
  - Side door armrest
- Flooring – Black vinyl
- Climate control – OEM
  - Heavy duty, fresh air, high capacity heater/defroster
  - Dehumidifying air conditioning system
- Airbags
  - Driver and right-front passenger front
  - Front-seat side
  - Safety canopy system with roll-fold side curtain airbags
- Other
  - Dome light, with dual map lights
  - Auxiliary Power Point
  - Interior hood release
  - Power door locks & windows
  - Remote keyless entry w/AntiTheft
  - Power adjustable gas and brake pedals

COMPLY YES NO

**COLORS**

- Exterior – Race Red (PQ) (or mfg equivalent red color, final color approval required prior to mfg)
- Interior – Medium Earth Gray (or mfg equivalent)

COMPLY YES NO

**CHASSIS MODIFICATIONS**

The following modifications will be made to the chassis by manufacturer

**EXHAUST HEAT SHIELDS**

Shall be formed from 20 ga. galvanized sheet metal with stamped reinforcements and formed edges. Access openings shall be provided for shock absorber, mounting bolts, etc. Heat shields shall be bolted to chassis frame and extend from back of cab to the frame cross member just behind the rear axle.

COMPLY YES NO

**RUNNING BOARDS**

Running boards made of 0.125” bright aluminum diamond plate for an F-450 regular cab chassis (or mfg equivalent) shall be securely mounted on both sides of the chassis with OEM fasteners.

COMPLY YES NO

**FLAPS**

Mud flaps with the shall be installed behind rear wheels.

COMPLY YES NO

**SUSPENSION**

A LiquidSpring rear suspension system (no exceptions) shall be installed, with a kneeling feature to activate when the rear streetside patient compartment entrance door opens within 60 minutes of the chassis ignition being turned off. An override switch labeled "DUMP OVERRIDE" shall be installed on the curbside rear wall, accessible from rear curbside door. The LiquidSpring control panel shall be installed on the chassis dash to the left of the steering wheel.

COMPLY YES NO

**AUXILIARY COMPRESSOR**

A TM-16 auxiliary air conditioning compressor kit shall be added to the OEM engine.

COMPLY YES NO

**CAB CONDUIT**

5.5" cab conduit shall be installed between the cab and module located behind the driver’s seat. The driver’s console harness shall be routed through the conduit.

COMPLY YES NO

## **MODULE-TO-CHASSIS MOUNTING SYSTEM**

### **MODULE MOUNTING SYSTEM**

The module shall be bolted to the chassis frame in an accessible manner. Each mounting location shall include a hard rubber isolation pad between the chassis frame and the module lateral. All mounting hardware shall be in accordance with engineering standards and meet the safety standards of NFPA 1917 2019 edition.

COMPLY	YES	NO
--------	-----	----

### **CAB-TO-MODULE ATTACHMENT**

The module shall be connected to the cab with a flexible watertight boot to allow cab-body flex as designed by the chassis manufacturer.

The chassis rear window shall be replaced by an aluminum insert covered with black-painted polyurea thermoplastic elastomer, with a 16"W x 12.5"H opening on the cab side with a sliding clear polycarbonate window, with a 16"W x 15"H opening on the module side, and a stainless-steel cover to protect the bottom of the pass-thru. Acceptable dimensions are +/- 1/2".

COMPLY	YES	NO
--------	-----	----

## AMBULANCE MODULE CONSTRUCTION

All material utilized shall be of the correct type, alloy, and thickness to withstand the intended usage and provide protection against cracking, corrosion, or metal fatigue. All materials utilized shall be of open stock origin, commonly available through local sources, for rapid and economical repair or modification of the body. Any use of proprietary parts or materials in the construction of the body is unacceptable, due to potential delays or difficulties in future repairs or service. **NO EXCEPTIONS TO BE TAKEN IN THIS AREA.** This specification has been designed and written to fill specific needs of this agency. Where brand name, make, or model of equipment has been specified, no exceptions shall be allowed. Where compartment and cabinet sizes have been specified, bidder must bid substantially (plus or minus 1") the size specified.

The module shall have a transferable lifetime structural warranty.

COMPLY	YES	NO
--------	-----	----

### MATERIAL

<b>EXTRUSIONS</b>	SIZE	ALLOY
Structural Tubing	1" x 2" x 0.125" sq	6063-T52
Structural Tubing	2" x 2" x 0.125" sq	6063-T52
Cross Members	3" x 3" x 0.375"	6061-T6
Cross Members	1.5" x 3" x 0.25"	6061-T6
<b>FORMED SHEETING</b>	SIZE	ALLOY
Skin/Roof/Compartments/Subfloors/Doors	0.125"	5052-H32
Interior Cabinets	0.090"	5052-H32
Diamond Plate	0.125"/0.08"	3003-H22
Stainless Steel	16 ga., 20 ga	304 # 4B

COMPLY	YES	NO
--------	-----	----

## MODULE DIMENSIONS

Overall Vehicle Dimensions (Specifications preferred, variance can be +1/2"-0".)

Length	23 '	1.25 "	277.25 "
Width (excluding mirrors)	7 '	10 "	94.00 "
Height (Approximate)	8 '	11.25 "	107.25 "

Exterior Module Dimensions (Specifications preferred, variance can be +1/2"-0".)

Length	12 '	3 "	147.00 "
Width	7 '	10 "	94.00 "
Height	7 '	4.375 "	88.38 "

Interior Dimensions (Specifications preferred, variance can be +1/2"-0".)

Length	Forward Wall to Rear Wall	138.00 "
Width	Left Wall to Right Wall	89.00 "
Floor Width	Left Cabinets to Squad Bench	50.25 "
Height	Floor to Ceiling	72.00 "

Load Height (Approximate)		37.00 "
	With suspension dumped	34.25 "

**COMPLY YES NO**

## STRUCTURAL FRAMING

Side wall and rear wall construction shall consist of 2" x 2" x 0.125" aluminum square tubing extensions welded together with a maximum of 14" centers. 1" x 2" x 0.125" aluminum tubing may be utilized in addition to 2" x 2" tubing to accommodate custom compartment sizes. The bottom of the wall structure shall be sealed with a welded 2" x 2" tube, a 2" x 2" angle, or a 0.125" plate depending upon location. The wall structure shall be capped with a 2" x 4" x 0.125" header upon which a 2" x 2" x 0.125" roof structure is welded. This process provides a unitized roll cage structure for greater occupant safety. The front wall structure shall be constructed of formed aluminum channels to allow ample space for wiring raceways, heater hoses, and A/C hoses.

**COMPLY YES NO**

## FOUNDATION SYSTEM

The foundation system shall consist of a 0.125" aluminum sheet subfloor with foundation members securely welded under the subfloor. Transverse members (laterals) shall consist of 3" x 3" x 0.375" structural angles. 0.25" x 1.5" aluminum stringers shall span longitudinally between the laterals.

**COMPLY YES NO**



## **MODULE SEAMS**

All body and compartment seams at or below floor level shall be full-seam-welded. The entire perimeter of the subfloor shall be completely sealed with a caulking material, creating a watertight seam.

**COMPLY    YES    NO**

## **EXTERIOR SKIN**

A Norton NORBOND closed-cell, polyurethane foam tape with high-performance acrylic adhesive shall be utilized full length on all front and rear wall and roof frame members. A polyurethane adhesive sealant shall be applied to the edges of framing members that are bonded with NORBOND tape. An advanced two-part methacrylate structural adhesive shall be used to bond all side wall tubes to the exterior skin and door frames. The module shall be constructed utilizing full-size sheet construction to minimize body seams. There shall be no corner or mid-body seams. Bidder to provide equivalent deviation for foam/tape/adhesive for approval.

**COMPLY    YES    NO**

## **MODULE ROOF**

In order to improve module strength and minimize exposed seams, the roof shall be seamed transversely, shall be crowned, shall have a 1.5" radius along the edges, and shall be welded to 2" x 4" wall header tubes 4.75" below the roof line. The roof shall be supported by positive contact between sidewall framing and roof framing. All seams on the roof surface shall be continuously welded and body-worked on the outside. In order to avoid the possibility of paint and/or weld cracking, no extrusions shall be used in the exterior construction of the roof or corners of the module.

The module roof front and rear edges shall be constructed to allow mounting of recessed lightbars.

A contoured, 3/8" aluminum plate, painted to match the module, shall be welded to the roof structure and project through the center of the roof to serve as anchorage for personal fall arrest equipment. The anchorage is designed and rated for a single person only.

**COMPLY    YES    NO**

## **MODULE EXTERIOR COMPARTMENTS**

All compartments shall be constructed from formed 0.125" aluminum, securely welded to the subfloor and structural framing. A baffled drain hole shall be provided in all exterior compartment bottoms that extend below the floor line. All exterior adjustable shelves shall be mounted on heavy-duty aluminum track, which is securely welded to compartment interiors. Each shelf shall support at least 300 lb. of equipment.

**COMPLY    YES    NO**

### **COMPARTMENT #1**

**Interior Dimensions** – 52"W x 35"H x 19"D

**Doorway Dimensions** – 52"W x 35"H

**Location** – Streetside, forward

**Shelving** – One adjustable bin-style

**Door(s)** – Double

**Light(s)** – One vertical LED strip light

**Additional Instructions** –

The 120VAC Power Box shall be installed in the forward wall, recessed so as not to protrude into the compartment.

Four vertical strips of heavy-duty aluminum track shall be installed on the back wall. This will allow the bin shelf to be installed fore or aft in the compartment. The forward wall of the bin shelf shall be notched to allow better access to the 120VAC box.

An aluminum plate shall be installed on the aft two tracks for mounting *two customer-supplied* SCBA brackets. See back of specification for customer supplied details.  
A vent with MERV 8 polyester filter media and a hex-punched stainless-steel cover shall be installed on the forward wall (or equivalent vent media).

COMPLY	YES	NO
--------	-----	----

#### COMPARTMENT #2

**Interior Dimensions** – 25"W x 74"H x 19"D

**Doorway Dimensions** – 25"W x 70"H

**Location** – Streetside, aft

**Shelving** – Two: one adjustable shelf, and one bin-style shelf

**Door(s)** – Single

**Light(s)** – One vertical LED strip light

**Additional Instructions** –

- Three strips of heavy-duty aluminum tracks shall be installed on back wall.
- A boot-shaped bracket shall be installed by manufacturer on the forward and center strips of aluminum track, for storage of a *customer-supplied-and-installed* stair chair See back of specification for customer supplied details.
- A recessed pocket shall be installed on the door skin, forward, to allow for *the customer-supplied-and-installed* stair chair. See back of specification for customer supplied details.
- A formed stainless-steel gasket cover shall be installed so the gasket material will not be cut.
- One 120VAC GFCI duplex receptacle and one 12VDC receptacle shall be installed on the top back wall of the compartment.
- A vent with MERV 8 polyester filter media and a hex-punched stainless-steel cover shall be installed on the aft wall or equivalent vent media.

COMPLY	YES	NO
--------	-----	----

#### COMPARTMENT #3

**Interior Dimensions** – 15.5"W x 77"H x 19"D

**Doorway Dimensions** – 15.5"W x 70"H

**Location** – Curbside, aft

**Shelving** – One bin-style shelf

**Door(s)** – Single

**Light(s)** – One LED strip light

**Additional Instructions** –

- This compartment shall have a welded bracket, painted to match the compartment, and three ratcheting straps with UHMW stiffeners set up for storage of an H or M-size oxygen cylinder.
- Two backboard restraining straps shall be installed on the aft wall
- Two aluminum tracks shall be installed on the back wall above the O2 cylinder
- A formed stainless-steel gasket cover shall be installed so the gasket material will not be cut.
- A vent with MERV 8 polyester filter media and a hex-punched stainless-steel cover shall be installed on the aft wall or equivalent vent.

COMPLY	YES	NO
--------	-----	----

#### COMPARTMENT #4

**Interior Dimensions** – 22.5"W x 25"H x 19"D

**Doorway Dimensions** – 20.5"W x 25"H

**Location** – Curbside, aft of wheel well

**Shelving** – None

**Door(s)** – Single

**Light(s)** – One vertical LED strip light  
**Additional Instructions** – None.

COMPLY	YES	NO
--------	-----	----

**COMPARTMENT #5 – Inside/Outside Access**  
**Interior Dimensions** – 25.75"W x 48.125"H x 32"D  
**Doorway Dimensions** – 25.75"W x 48.125"H  
**Location** – Curbside, forward  
**Shelving** – See Interior Cabinet #19  
**Door(s)** – Single  
**Light(s)** – One LED strip light  
**Additional Instructions** –

This compartment shall provide inside/outside access to Cabinet #19 with a full width stainless-steel threshold on the floor level shelf.

There shall be general storage located below the floor.

COMPLY	YES	NO
--------	-----	----

### **MODULE DOORS**

The doors shall be box-pan-formed with a total thickness of 2”.

COMPLY	YES	NO
--------	-----	----

#### **DOOR FRAME AND SEAL**

Each door frame shall have a flange and installation of an air cell hollow core 360-degree compression door seal. This seal creates watertight, dust-free compartment integrity. Door seal shall be knock-on type. Door frames shall be bonded to the adjacent tubes such that no exterior flange is required.

COMPLY	YES	NO
--------	-----	----

#### **DOOR HINGES**

Compartment and passage doors shall have full-length, piano-type, 2.5"W stainless steel hinges, positioned with 0.25" rivets at each end. The hinges shall be attached with #12 x 0.75" stainless steel truss head screws spaced 4" apart, sealed with Sikaflex. All curbside and streetside side-hinged single doors shall be hinged on the forward sides, rear passage doors shall be hinged on the outboard sides.

COMPLY	YES	NO
--------	-----	----

#### **DOOR LATCHES**

Exterior door handles shall be semi-flush, chrome-plated Eberhard E Grabber #21100 (or equal). Passage doors shall have release handles on the inside of each door. All exterior doors shall have rotary latches and striker posts that meet FMVSS 206 requirements. Striker posts shall be adjustable and be secured with a nut from behind the door frame. The striker washer shall not be removed. Doors greater than 45" tall shall have double rotary latches activated by stainless steel rods. Once final adjustments have been made, threads shall have Loctite or equivalent applied. All double-door compartments shall have an exterior E Grabber handle (or equal) and rotary latches on each door. Doors shall latch to doorframe-mounted striker posts only and not to one another. Curbside passage and rear curbside doors shall have interior handles with dual-point, rod-actuated, rotary latch systems that are lockable inside and out. All locks shall be keyed alike. Rear passage doors shall both have emergency release levers, one at the top and bottom of each door and accessible from the inside of the module.

COMPLY	YES	NO
--------	-----	----

**COMPARTMENT DOOR CONTROL**

A heavy-duty, double-spring door control capable of holding the door open at approximately a 90-degree angle on any road surface shall be installed at the top of each compartment door, excluding compartment #3 which shall be a grabber-type hold open device.

COMPLY	YES	NO
--------	-----	----

**CURBSIDE DOOR CONTROL**

A heavy-duty, double spring door check capable of holding the door open at approximately a 90-degree angle on any road surface shall be installed at the top of the curbside passage door.

COMPLY	YES	NO
--------	-----	----

**REAR DOOR CONTROL**

Rear door controls shall be one grabber-type hold-open device with replaceable rubber catch, per door.

COMPLY	YES	NO
--------	-----	----

**COMPARTMENT DOOR SKINS**

Each compartment door skin shall be made of 0.080" bright aluminum diamond plate, shall be removable, and have a latch service opening with a 2.25" x 4.5" black rubber plug for lubrication and service. Door skins shall be secured with #8 pan head screws and Sikaflex. Red/white 1.5" conspicuity tape shall be installed on the outboard vertical edge of each door.

A recessed pocket shall be installed on Compartment #2 door skin, forward, to allow for a *customer-supplied-and-installed* stair chair.

COMPLY	YES	NO
--------	-----	----

**ENTRANCE DOOR SKINS**

Each entrance doorskin shall be made of 0.080" bright aluminum diamond plate and be removable to service door hardware. A removable stainless-steel bezel shall be installed at mid-height on the door skin to provide access to the latch hardware and electric lock motors. Red/white 1.5" conspicuity tape shall be installed on the top, bottom, and vertical edges of the side passage door and curbside rear door. The streetside rear door shall have conspicuity tape on the top and bottom edges.

COMPLY	YES	NO
--------	-----	----

**ENTRANCE DOORWAYS**

One curbside and two rear module entrance doors shall be provided. The curbside doorway dimensions shall be 28"W x 73.75"H. The rear doorway dimensions shall be 49.75"W x 66"H. Any variance to dimensions must be approved. Dimensions are to accommodate setup replica for existing equipment.

COMPLY	YES	NO
--------	-----	----

**THRESHOLDS**

All compartment and module access door frames shall have full-width-formed stainless steel threshold plates to protect the lower edge of frame.

COMPLY	YES	NO
--------	-----	----

**MODULE INTERIOR CABINETS**

Shall be formed of 0.090" aluminum and shall be securely welded or mounted to the structural framing. All interior adjustable shelves shall be mounted on 1" wide aluminum track.

COMPLY	YES	NO
--------	-----	----

**CABINET #1**

**Dimensions** – 39.5"W x 13.75"H x 14.75"D

**Location** – Streetside, upper forward

**Shelving** – One adjustable, aft of divider

**Door(s)** – Sliding clear 0.25" polycarbonate with felt-lined anodized aluminum track, interlocking aluminum trim, and full extruded aluminum door pulls with integral door latch

**Lighting** – LED under-cabinet strip light

**Additional Instructions** –

Cabinet shall be divided in the center by a vertical fixed divider.

- A 120VAC fluid warmer with a 120VAC GFCI duplex receptacle shall be installed in the lower aft corner of this cabinet.
- A *customer-supplied* Harris XL-200M radio remote head, aux. speaker, and mic shall be installed on the underside of this cabinet

**COMPLY**    **YES**    **NO**

**CABINET #2**

**Dimensions** – 39.5"W x 8"H x 14.75"D

**Location** – Streetside, upper center

**Shelving** – None

**Door(s)** – Sliding clear 0.25" polycarbonate with felt-lined anodized aluminum track, interlocking aluminum trim, and full extruded aluminum door pulls with integral door latch

**Lighting** – LED under-cabinet strip light

**Additional Instructions** – None.

**COMPLY**    **YES**    **NO**

**CABINET #3**

**Dimensions** – 21"W x 13.75"H x 14.75"D

**Location** – Streetside, upper rear

**Shelving** – One adjustable

**Door(s)** – Sliding clear 0.25" polycarbonate with felt-lined anodized aluminum track, interlocking aluminum trim, and full extruded aluminum door pulls with integral door latch

**Additional Instructions** – None.

**COMPLY**    **YES**    **NO**

**CABINET #4**

**Dimensions** – 21”W x 15”H x 19”D

**Location** – Streetside, center rear

**Shelving** – One adjustable

**Door(s)** – Sliding clear 0.25" polycarbonate with felt-lined anodized aluminum track, interlocking aluminum trim, and full extruded aluminum door pulls with integral door latch

**Lighting** – LED under-cabinet strip light

**Additional Instructions** – None.

**COMPLY    YES    NO**

**CABINET #5**

**Dimensions** – 22”W x 15.75”H x 19”D

**Location** – Streetside, lower rear

**Shelving** – None

**Door(s)** – None

**Additional Instructions** –

A 120VAC GFCI duplex receptacle shall be installed on the back wall

The counter top shall be one-piece 16ga, 304 stainless-steel with a 0.5" aluminum retaining lip

**COMPLY    YES    NO**

**CABINET #6**

**Location** – Streetside, bottom rear (below Cabinet #5) aft of the bench seat

**Shelving** – None

**Door(s)** – Sliding clear 0.25" polycarbonate with felt-lined anodized aluminum track, interlocking aluminum trim, and full extruded aluminum door pulls with integral door latch

**Additional Instructions** – None.

**#6 – Action Area**

**Dimensions** –55.625”W x 31.75”H x 19”D

**Location** – Streetside

**Additional Instructions** –

- An oxygen outlet, Rico suction collector, attendant control panel, EVO-RC inverter status panel, digital thermostat, 120VAC GFCI duplex receptacle, 12VDC receptacle, and dual USB charging port shall be installed on the Action Area wall.
- The counter top shall be one-piece 16 ga., 304 stainless-steel with a 0.5" aluminum retaining lip and aluminum cove trim along the wall.
- A sharps and waste space sized for a Becton-Dickinson, 6.9-Qt., sharps container and a 7-Qt. waste container shall be installed at the aft end of the countertop, with a hinged clear polycarbonate cover with a finger hole.

**COMPLY    YES    NO**

**CABINET #8 – CPR Seat**

**Dimensions** – Bench: 25.5"W x 18.75"H x 19"D

Storage: 25.5"W x 7.625"H x 19"D

**Location** – Streetside

**Door(s)** – Hinged aluminum bench lid, with high-density foam padding covered with seamless vinyl shall provide access to the storage area. Lid shall have a 1.5" overhang, an automatic hold-open device. The pad shall be removable.

**Additional Instructions** –

- The CPR seat back and/or head pads shall have high density foam padding covered with seamless vinyl.
- The seat base shall be formed from aluminum and securely anchored to sub-floor. The bottom and sides of the storage area shall be sprayed with textured gray polyurea thermoplastic elastomer and painted white with gray splatter.
- One black four-point, single-buckle energy-absorbing seat belt shall be installed on the seat.

COMPLY	YES	NO
--------	-----	----

**CABINET #9**

**Dimensions** – 31.5"W x 8"H x 9"D

**Location** – Curbside, upper rear

**Shelving** – None

**Door(s)** – Sliding clear 0.25" polycarbonate with felt-lined anodized aluminum track, interlocking aluminum trim, and full extruded aluminum door pulls with integral door latch

**Additional Instructions** – None.

COMPLY	YES	NO
--------	-----	----

**CABINET #10**

**Dimensions** – 31.5"W x 8"H x 9"D

**Location** – Curbside, upper rear

**Shelving** – None

**Door(s)** – Sliding clear 0.25" polycarbonate with felt-lined anodized aluminum track, interlocking aluminum trim, and full extruded aluminum door pulls with integral door latch

**Additional Instructions** –

Two strips of aluminum track shall be installed on the cabinet ceiling, with three adjustable painted aluminum dividers.

COMPLY	YES	NO
--------	-----	----

**CABINET #11**

**Dimensions** – 13"W x 25"H x 5.25"D

**Location** – Curbside front stack, facing aisle

**Shelving** – None

**Door(s)** – Tip-out bottom-hinged painted aluminum door with a Southco C2 latch and nylon travel stop strap

**Additional Instructions** –

- This cabinet shall provide storage for two customer-supplied-and-installed "D" oxygen cylinders. A stainless-steel spring with dual flaps shall be installed to prevent cylinder rattling.

COMPLY	YES	NO
--------	-----	----

**CABINET #12 – Squad Bench with Storage**

**Dimensions** – Bench: 66.125"W x 18.75"H x 19"D

Storage: 43.375"W x 7.625"H x 19"D

**Location** – Curbside

**Door(s)** – Hinged aluminum bench lid, with high-density foam padding covered with seamless vinyl shall provide access to the storage area. Lid shall have a 1.5" overhang, two automatic hold-open devices, and a stainless steel paddle latch. The pad shall be removable.

**Additional Instructions** –

- The squad bench back and/or head pads shall have high density foam padding covered with seamless vinyl.
- The squad bench base shall be formed from aluminum and securely anchored to sub-floor. The bottom and sides of the storage area shall be sprayed with textured gray polyurea thermoplastic elastomer and painted white with gray splatter.
- Two black four-point, single-buckle energy-absorbing seat belts shall be installed on the squad bench for sit-up occupants. Three additional two-point automatic locking retractor seat belts with three lower seat belt buckle ends shall be set up for use with stretcher patients.
- An oxygen window shall be installed in the forward-facing wall at the aft end of the bench
- An oxygen outlet and a momentary rocker switch to activate the dome timer shall be installed on the curbside wall over the bench
- A net system shall be installed at the forward end of the bench to prevent a person seated on the bench seat from traveling forward off the seat and into the front cabinetry due to sudden braking
- A clock shall be installed aft of the curbside bench above the oxygen window.

COMPLY	YES	NO
--------	-----	----

**CABINET #13 - HVAC**

**Dimensions** – 34.75"W x 16.5"H x 27.875"D

**Location** – Right front stack, upper

**Additional Instructions** –

- This cabinet shall house the heater/AC unit and the suction pump

COMPLY	YES	NO
--------	-----	----

**CABINET #14 – Electrical Cabinet**

**Dimensions** – 30.75"W x 13"H x 10"D

**Location** – Front, above pass-thru

**Shelving** – None

**Door(s)** – Painted aluminum, hinged, swing up door with a hold-open device, a quarter turn slotted latch, and an automatic compartment light.

**Additional Instructions** –

- This cabinet shall house the electrical component module.

COMPLY	YES	NO
--------	-----	----

**CABINET #15**

**Dimensions** – 18.75"W x 29.1875"H x 10"D

**Location** – Front, forward of action area

**Shelving** – Two adjustable shelves

**Door(s)** – None

**Additional Instructions** –

- A *customer-supplied* Knox med vault installed on the bottom of the cabinet. See back of specification for customer supplied details.
- A CAT6 cable shall connect *customer-supplied* Knox MedVault to the electronics cabinet #16

COMPLY	YES	NO
--------	-----	----



**CABINET #16 – Electronic Cabinet**

**Location** – Front, forward of attendant seat

**Shelving** – None

**Door(s)** – Painted aluminum panel with four Southco C2 latches (or equivalent) with punched air grilles

**Additional Instructions** –

- This cabinet is intended for electronic component storage and shall be supplied with access to electrical component panel.
- Two strips of aluminum track shall be installed on the back wall, for customer use.
- Two *customer-supplied* radio transceivers shall be installed in this cabinet, mounted on the aluminum track.
- Antenna cables shall terminate in this cabinet. Reference antenna mount section under electrical.
- A 2200-watt inverter shall be installed in this cabinet, on the back wall, lower.

COMPLY	YES	NO
--------	-----	----

**CABINET #17 – Cool Cabinet**

**Dimensions** – 27.75"W x 14"H x 27.875"D

**Location** – Right front stack, upper

**Shelving** – One adjustable

**Door(s)** – Sliding clear 0.25" polycarbonate with felt-lined anodized aluminum track, interlocking aluminum trim, and full extruded aluminum door pulls with integral door latch

**Additional Instructions** –

- A Mermaid Medi-Kool MK-Micro H (or equal) cooling unit with right hinge, compressor behind, and non-locking latch shall be installed toward the streetside of the upper portion of the cabinet. This will be installed and provided by the bidder/manufacturer.

COMPLY	YES	NO
--------	-----	----

**CABINET #18 – Drawer**

**Location** – Right front stack

**Additional Instructions** –

- A 24"W x 5"H x 19"D metal drawer shall be installed in this location. Drawer shall operate on slides rated at 300 lb. per set and have a gas shock hold open/closed device and non-locking paddle slam latch to ensure drawer does not accidentally open or close during operation of the vehicle. Drawer shall be of formed 0.125" aluminum construction, painted to match the interior. Drawer shall have machine-stamped divider supports along the sides with four removable ABS dividers provided.

COMPLY	YES	NO
--------	-----	----

**CABINET #19 – Inside/Outside Access**

**Dimensions** – 25.75"W x 34.5"H x 27.875"D

**Location** – Curbside, forward

**Shelving** – Two adjustable, with 1" x 1" lip down facing exterior and 2" lip up to interior

**Door(s)** – Two clear 0.375" polycarbonate side-hinged doors with paddle latches. Each door shall have two 20 ga stainless-steel braces, and 0.375"D steel rods

**Additional Instructions** –

- This cabinet shall be accessible from the outside via exterior Compartment #5.
- One 120VAC GFCI duplex receptacle and one 12VDC receptacle shall be installed in the back wall, inboard.
- Four vents shall be installed in a vertical plenum on the aisle side of right front stack, spaced evenly.

- A Beam #015715 metal wall port shall be installed in the vertical plenum to provide direct heat/AC to a patient. A 12.5ft-long hose shall be shipped loose.

**COMPLY**    **YES**    **NO**

### **SIDE DOORSTEP**

A recessed curbside doorstep shall be provided which is 11.5" deep x 28" wide. There shall be a drain hole and light gray Matéflex floor tile which is removable for cleaning purposes. Aluminum diamond plate kick panel shall be installed on the sides and face of the doorstep.

**COMPLY**    **YES**    **NO**

### **CAB TO MODULE PASSAGE**

Shall be a pass-thru measuring 16"W x 12.5"H on the cab side, 16"W x 15"H on the module side. A clear sliding polycarbonate window on the cab side of the pass-thru shall provide isolation between cab and module. Acceptable variance is +/- 1/2".

**COMPLY**    **YES**    **NO**

### **WHEEL WELL LINERS**

Wheel well liners made of formed aluminum shall be installed in the module wheel well openings.

**COMPLY**    **YES**    **NO**

### **ELECTROLYSIS PREVENTION**

All external materials and fasteners shall be selected to prevent electrolysis and corrosion due to dissimilar materials and exposure to the elements. The module shall be painted before any exterior items (hinges, latches, door hold opens, etc.) are installed to provide an isolating film between dissimilar materials. Exterior fasteners used for direct connection to painted aluminum surfaces shall be coated with a corrosion inhibitor.

**COMPLY**    **YES**    **NO**

# COATINGS AND FINISHES

## MODULE FINISH PREPARATION

The module shall be seam sealed and all imperfections on aluminum surfaces of module shall be sanded smooth. The entire exterior shall be mechanically etched and washed with wax-and-grease-remover to ensure proper primer/sealant adhesion.

COMPLY YES NO

## MODULE PRIMER

Module shall be sealed with a two-component, low VOC, direct-to-metal epoxy primer/sealant prior to applying the finish coat of acrylic urethane paint.

COMPLY YES NO

## PAINT TYPE

Shall be automotive grade acrylic urethane

COMPLY YES NO

## COLOR SCHEME

Base color: to match Race Red (#G4-100871777)

*Condenser Bracket shall be painted to match the module. A paint scheme and color samples are required to be approved prior to mfg.*

COMPLY YES NO

<b>Stripe #1</b>	Color:	Reflexite Red V98-19716 / Reflexite Lime #V98-19718
	Width:	6"
	Style:	Diagonal stripes alternating between the two colors, Chevrons
	Material:	Reflexite
	Location:	Entire rear of module, below drip rail, and stopping short of radius

COMPLY YES NO

## **CHASSIS COLOR**

Chassis shall be OEM Race Red (PQ).

The back-of-cab insert shall be covered with black-painted polyurea thermoplastic elastomer.

COMPLY YES NO

## COMPARTMENT FINISH

All compartments shall be sanded, etched, washed, primed, coated with textured polyurea thermoplastic elastomer, painted light gray (GLV-51748).

All shelves and trays shall be sanded, etched, washed, primed, and painted light gray (GLV-51748).

COMPLY YES NO

### **INTERIOR CABINETRY FINISH**

All interior cabinetry shall be sanded, etched, washed, primed, coated with textured polyurea thermoplastic elastomer, and painted white with light gray splatter paint (G2-33631 Alt 2 / GLV-51748)

All drawers, shelves and trays shall be sanded, etched, washed, primed, and painted white with light gray splatter paint (G2-33631 Alt 2 / GLV-51748).

**COMPLY**    **YES**    **NO**

### **MODULE UPHOLSTERY**

Module upholstery material shall be Dove Gray Spradling Perform 60 seamless vinyl.

**COMPLY**    **YES**    **NO**

### **MODULE FLOORING MATERIAL**

Shall be Genome (#TFM2702) Altro Transflor Meta Slip-Retardant Sheet flooring providing durability, ease of maintenance and stain resistance. It shall contain a high concentration of microscopic aluminum oxide particles and colored quartz crystals suspended throughout the thickness with silicon carbide grains in the entire wear surface for slip-retardant performance. It shall have an overall thickness of 0.11" nominal. Flooring shall be manufactured for Wear Resistance to meet ASTM C 501, indentation resistance in accordance with ASTM F 1303 and ASTM F 970, Grade 1 standards, shall meet ASTM D 2047 Slip Retardant, ASTM F 970 Static Load, ASTM E648, CMVSS, FMVSS 302, CAN ULC S102.2 Fire Data Tests.

An insulated floor shall be installed over the 0.125" aluminum subfloor and shall be comprised of 0.75" thick polyiso insulation between 0.75" x 0.75" x 0.063" square tubing, covered with a 0.125" aluminum sheet.

Floor covering material shall be seamless and cove up the side walls a minimum of 5" as a seal.

**COMPLY**    **YES**    **NO**

### **COMPARTMENT LINING**

Compartment floors shall be lined with light gray Matéflex floor tile (or equivalent) and all shelves with mat.

**COMPLY**    **YES**    **NO**

### **CABINET LINING**

Interior cabinet shelves shall be lined with easy sweep mats which are removable for ease of cleaning.

**COMPLY**    **YES**    **NO**

### **SURFACES AND FINISHES**

All patient compartment surfaces and finishes shall be impervious to soap, disinfectants, and water, to permit washing and sanitizing.

**COMPLY**    **YES**    **NO**

## **AMBULANCE MODULE EXTERIOR**

### **STEP/BUMPER**

The rear bumper shall be a welded construction of 3" x 3" x 0.375" aluminum angle and 1.5" x 0.25" flat bar and shall be covered by 0.125" bright aluminum diamond plate. The center section, below the doors, shall have a hex-punched open flow design to prevent accumulation of water and snow and provide a 7" step. Both outermost ends shall be angled to prevent dragging of corners in high angle of departure areas. Diamond plate shall be formed on front and rear edges for channel-type strength, and a formed 0.090" aluminum closeout shall be welded to the underside of the bumper. The bumper shall be bolted directly to the chassis frame using high strength Grade 5 bolts. Bumper shall be easily removable and replaceable in case of damage. Bumper to be designed to accommodate a one-person-style cot.

COMPLY	YES	NO
--------	-----	----

### **RUB RAILS**

Bright finished extruded aluminum rub rails of a double channel design shall be installed along the lower streetside and curbside edges of the module. Rub rails shall be 2.5"H x 0.75"W x 0.125"D, with a 0.5"H red/white conspicuity reflective tape installed in the insert area.

COMPLY	YES	NO
--------	-----	----

### **FENDER RINGS**

Bright polished aluminum fender rings with a rounded outer edge shall be installed on the module, following the full contour of the wheel well opening.

COMPLY	YES	NO
--------	-----	----

### **DRIP RAIL**

Extruded, anodized aluminum drip rails shall be installed the full length of the module front, rear, and sides near the roof, and over each exterior compartment and passage door. Drip rails shall be installed with bonding tape and mechanical fasteners on each end that shall withstand exposure to the elements. They shall be finished with 45-degree angled ends to avoid hooking materials which brush against the vehicle causing damage.

COMPLY	YES	NO
--------	-----	----

### **ROCK GUARDS**

Bright aluminum diamond plate rock guards shall cover the front module corners, 24" up from bottom of module, 2.5" wrapped around the sides of module, and 15" across the front of the module.

COMPLY	YES	NO
--------	-----	----

### **REAR KICK PANEL**

A bright aluminum diamond plate rear kick panel shall extend from the bottom edge of the module up to the bottom of the rear doors, full-width formed and wrapped 2.5" around the sides of the module.

COMPLY	YES	NO
--------	-----	----

### FUEL FILL

A polished cast aluminum fill well shall be installed on the streetside of the module and be properly vented. Fill and vent hoses shall be installed and protected in accordance with the chassis bodybuilder recommendations.

COMPLY	YES	NO
--------	-----	----

### FUEL SPLASH GUARD

A stainless-steel fuel splash guard shall be installed below the fuel fill.

COMPLY	YES	NO
--------	-----	----

### MODULE WINDOWS

All module windows shall have black anodized aluminum frames, rubber gaskets, be dark-tinted and shall be attached with screws for ease of replacement. The side passage door window shall be 18.75" x 18.75" with sliding glass, a positive catch, and a screen. The rear door windows shall be 18.75" x 18.75" fixed glass to prevent exhaust from entering the module.

COMPLY	YES	NO
--------	-----	----

### EXTERIOR CYLINDER STORAGE

Compartment #3 shall have a welded bracket, painted to match the compartment, and three ratcheting straps with UHMW stiffeners set up for storage of a *customer-supplied-and-installed* H or M-size cylinder. An aluminum plate shall be installed on the two aft vertical aluminum tracks in Compartment #1 for mounting two *customer-supplied* SCBA brackets. See back of specification for customer supplied details.

COMPLY	YES	NO
--------	-----	----

### REAR LICENSE PLATE

A rear license plate holder and an incandescent light shall be installed on the rear of the module, streetside above the kick panel.

A hidden unlock switch and two spacers shall be installed behind the rear license plate.

COMPLY	YES	NO
--------	-----	----

### ELECTRIC STEP

A Zico VS-24-9 single electric step (or equivalent) with a 7.625 drop shall be installed under the curbside passage door and shall be wired to extend and retract with the door.

A prewire shall be provided for an Auto/Off switch just inside the curbside passage door.

COMPLY	YES	NO
--------	-----	----

### STAIR CHAIR STORAGE

A boot-shaped bracket shall be installed by manufacturer in Compartment #2 for storage of a *customer supplied-and-installed* stair chair. The compartment doorskin shall have a recessed pocket. See back of specification for customer supplied details.

COMPLY	YES	NO
--------	-----	----

### AUTOMOTIVE UNDERCOATING SEAL

The chassis and module underbodies (excluding the area above the fuel tank, driveline, and exhaust lines, per manufacturer's specifications) shall be sprayed with undercoating for reduced corrosion and added sound deadening.

COMPLY	YES	NO
--------	-----	----

## **AMBULANCE MODULE INTERIOR**

All interior hangers, supports, fasteners, latches, and hinges shall be of a near-flush-type design. The patient compartment shall be free of sharp projections. Exposed edges and corners shall be broken with a radius or protected with 1" high-density foam covered with heavy-duty vinyl color-matched upholstery.

**COMPLY**    **YES**    **NO**

### **UPPER WALL COVERING**

The upper module interior walls shall consist of light gray, heavy-grade, 0.125" ABS vinyl panels attached to the wall structure with a closed-cell polyethylene foam tape coated on both sides with a permanent acrylic-based pressure-sensitive adhesive.

**COMPLY**    **YES**    **NO**

### **HEADLINER**

The headliner shall be 0.125" aluminum which is sanded, etched, washed, primed, and coated with textured polyurea thermoplastic elastomer, and painted white with light gray splatter paint (G2-33631 Alt 2 / GLV-51748).

**COMPLY**    **YES**    **NO**

### **HEAD PADS/CUSHIONS**

Head pads located over all module access openings shall be 1.5" foam covered with heavy-duty seamless vinyl upholstery. Head pads and seat backs for seating positions shall be 1.5" foam covered with heavy-duty seamless vinyl upholstery.

Seat cushions shall be 3" foam covered with heavy-duty seamless vinyl upholstery.

**COMPLY**    **YES**    **NO**

### **LOWER WALL COVERING**

The squad bench sides and lower portion of the streetside wall shall be nonporous, color-coordinated material.

**COMPLY**    **YES**    **NO**

### **GRAB RAIL**

One 75"L x 1.250"D stainless steel grab rail with three support brackets shall be securely mounted to roof structural framing running through centerline.

**COMPLY**    **YES**    **NO**

### **ACCESS DOOR GRAB RAILS**

Each module access door shall have a 1.250"D L-style stainless steel grab handle which may also be used as an entry assist rail.

**COMPLY**    **YES**    **NO**



### IV HANGERS

One retractable dual IV hanger with stabilizers shall be surface-mounted in the ceiling over the primary cot.

**COMPLY    YES    NO**

### COT MOUNT

A *customer-supplied* Stryker Power-LOAD #6390 cot fastener system shall be installed by manufacturer. A manufacturer-provided safety hook shall be installed in the Power-LOAD floor plate. See back of specification for customer supplied details.

The Power-LOAD anchor assembly shall be installed to position the aft end of the cot 11" forward of the rear doors.

No rear rail clamp shall be installed. See back of specification for customer supplied details.

**COMPLY    YES    NO**

### ATTENDANT SEAT

A Wise #1637 rear-facing high-back bucket seat with a built-in child safety seat and upholstered with heavy grade Dove Gray vinyl shall be located at the head of the cot position and provide easy access to all action wall controls and outlets, and to the patient. Seat shall swivel, have a three-point automatic locking retractor seat belt, and be securely anchored on a #1934 swivel base. Or equivalent seat/swivel.

**COMPLY    YES    NO**

### OXYGEN SYSTEM

The entire oxygen system shall be assembled with certified oxygen hose (1000 PSI burst strength) with brass fittings, be pressure tested, and certified. The system shall be in compliance with applicable DOT and NFPA 1917 current edition standards. A 50 PSI regulator shall be included, a bulkhead connector shall be installed in the ceiling of Compartment #3, and one oxygen tank wrench shall be attached to the compartment wall with hook-and-loop tape.

Three Ohio-type outlets shall be installed:

One in Action Area #6

One on the curbside wall above the squad bench

One in ceiling above the primary patient

**COMPLY    YES    NO**

### SUCTION PUMP

The unit shall have an electric pump as the source of suction, installed in HVAC cabinet, and be vented to the outside of the vehicle under the module body. The pump shall be controlled by an on/off switch labeled "SUCTION" on the attendant panel in Action Area.

**COMPLY    YES    NO**

### SUCTION COLLECTOR

A Rico #RS4X-1001B suction regulator and wall-mount bracket with a 1200cc Rico disposable canister shall be installed in the Action Area #6. No exceptions.

**COMPLY    YES    NO**

### SEAT BELT

Black DOT-compliant seat belt shall be installed at each seating position. Two black four-point, single-buckle energy-absorbing seat belts shall be installed on the squad bench for sit-up occupants. Three additional two-point automatic locking retractor seat belts with three lower seat belt buckle ends shall be set up for use with stretcher patients. The CPR seat shall have a four-point, single-buckle energy-absorbing seat belt. The attendant seat shall have a three-point automatic locking retractor seatbelt.

COMPLY	YES	NO
--------	-----	----

### **INSULATION**

The module side, ends, roof, doors, and floor shall be insulated to enhance the interior environment and to restrict heat, cold, and external noise from entering the module. The insulation shall be a non-settling foam plank material of 1.5", or 0.75" thickness depending upon location and available space.

Roof, doors, wall, and floor insulation shall be polyisocyanurate.

A 3" wide, 60-mil, closed cell polyethylene foam tape shall be used as a thermal break on the inside surface of the wall tubes.

COMPLY	YES	NO
--------	-----	----

### **AMBULANCE MODULE CLIMATE CONTROL SYSTEM**

A stand-alone air conditioning system shall be installed for the patient compartment, incorporating a combination heating/air conditioning unit with 43,300 BTU/hr. heating and 32,000 BTU/hr. cooling capacity. The unit shall have a (minimum) 580 CFM fan and controls independent of the cab system. A 12VDC booster pump shall be installed to optimize the engine-driven heating capacity in the module. A return air path with open area equal to at least twice the blower outlet area shall be incorporated into the evaporator closeout. The patient compartment climate control system shall be controllable by a digital thermostat located on the streetside wall in the Action Area #6.

Four vents shall be installed in a vertical plenum on the aisle side of right front stack, spaced evenly.

A Beam #015715 metal wall port shall be installed in the vertical plenum to provide direct heat to a patient. A 12.5ft hose shall be shipped loose. This hose must be compliant and usable with manufacturer installed patient care warming/cooling system.

A 67,000 BTU/hr. auxiliary dual fan condenser shall be added to the front of the module in an aluminum bracket painted to match the module. BTU's as listed in this section are minimum requirements.

COMPLY	YES	NO
--------	-----	----

### **EXTERNAL AIR INTAKE**

To supplement heated or cooled air with fresh air, an external air intake shall be provided on the side of the module. The intake shall consist of an opening protected by an aluminum vent cover. The interior chamber of the intake shall be made of aluminum and be formed to prevent the collection of moisture. Washable filter media shall be installed in the intake chamber.

COMPLY	YES	NO
--------	-----	----

### **AIR RETURN**

A return air path with an open area equal to at least twice the blower outlet area shall be incorporated into the evaporator closeout.

COMPLY	YES	NO
--------	-----	----

### **EXHAUST VENT**

A motor-powered exhaust vent with a chrome Perko (or equivalent) cover shall be located in the streetside rear corner of the module. A switch labeled "VENT" shall be installed in the Action Area attendant panel to turn on/off the exhaust vent.

COMPLY YES NO

### **NO SMOKING/FASTEN SEAT BELTS SIGNS**

Two "NO SMOKING/FASTEN SEAT BELT" signs shall be installed - one in the cab on the glove box door, and one in the module above the Action Area oxygen outlet.

COMPLY YES NO

### **WHITE MARKER BOARD**

A 20"W x 20"H framed white marker board shall be installed on the curbside wall of pass-thru with double-stick tape, adhesive, and a fastener in each corner.

COMPLY YES NO

### **CLOCK**

An atomic-controlled clock shall be installed above the oxygen window on the curbside wall facing the bench seat. The clock shall be LCD display and show hours (12/24 selectable), minutes, seconds, date, day, and temperature. Clock is powered by two AA alkaline batteries.

COMPLY YES NO

### **SHARPS/HAZARDOUS WASTE CONTAINER**

One Becton Dickinson 6.9-Qtt. sharps container and one 7-Qt. waste container shall be installed at the aft end of the Action Area #6 countertop, with a hinged clear 0.177" polycarbonate cover with a finger hole. One 7-Qt. Becton Dickinson waste container shall be installed on the streetside rear door with a stainless-steel bracket.

COMPLY YES NO

### **COOL CABINET**

A Mermaid Medi-Kool MK-Micro H saline depth with right hinge, compressor behind, and non-locking latch shall be installed toward the streetside of the upper portion of cabinet #17. Temperature-controlled 12VDC muffin fan shall be installed to ensure adequate cooling of the compressor and condenser. The temperature controller shall be installed on a punched, painted aluminum faceplate above the vertical plenum.

COMPLY YES NO

### **OXYGEN WINDOW**

A 6" x 11" clear polycarbonate oxygen window with knob and self-closing hinges shall be installed on the forward-facing wall at aft end of the curbside squad bench.

COMPLY YES NO

### **BENCH RESTRAINT**

A net system installed at the forward end of the curbside squad bench to prevent a person seated on the bench seat from traveling forward off the seat and into the front cabinetry due to sudden braking. The net system shall be constructed of black 2" webbing and shall be easily detached for cleaning or replacement.

COMPLY YES NO

### **CYLINDER STORAGE**

Tip-out latching storage for two *customer-supplied-and-installed* D-cylinders shall be provided in Cabinet #11, with a wedge-shaped stainless-steel spring to prevent cylinder rattling. See back of specification for customer supplied details.

COMPLY	YES	NO
--------	-----	----

**MEDICATION SAFE**

A *customer-supplied* Wi-Fi capable Knox MedVault 2.5 shall be surface-mounted by manufacturer on the floor of cabinet #15 (Section 8.02 related). MedVault shall be wired battery hot. A CAT6 cable shall connect MedVault to the electronics cabinet #16. See back of specification for customer supplied details.

COMPLY	YES	NO
--------	-----	----

**KEY SECURE**

A *customer-supplied* Knox KeySecure 6 box shall be installed on the back of the console, and wired battery hot and have a CAT6 Cable connected to electrical cabinet. See back of specification for customer supplied details.

COMPLY	YES	NO
--------	-----	----

## ELECTRICAL

All added body and chassis electrical equipment shall be served by circuits separate and distinct from the vehicle chassis circuits. All vehicle wiring shall be copper and conform to all SAE J1128 requirements. The wiring shall be colored, numbered, or function coded every 3” for permanent identification and correspond with the vehicle schematics. Solderless, insulated connectors shall be used. Slotted Panduit-style wiring duct shall be used in electrical component module to ensure air circulation throughout power component wiring. The wiring shall be routed in conduit or looms and wiring shall be secured to the underbody or frame with insulated metal cable straps. All power distribution cabling shall be covered with a protective split loom. Where wiring passes over the exhaust, a heat shield shall be installed. The electrical component module shall be equipped with positive locking plugs to provide easy disconnect for remount or repair of body. All wiring devices, switches, outlets, etc., except circuit breakers, shall be rated to carry 125% of the maximum ampere load for which the circuit is protected.

The vehicle electrical system shall be tested and certified to AMD 005 requirements.

COMPLY	YES	NO
--------	-----	----

## ELECTRICAL LOAD DEVICES

Body electrical wiring shall utilize overload protective devices of the automotive-type circuit breaker. In addition, one single pole, 20 amp circuit breaker shall be provided for future use. The circuit breakers, relays, and other electrical devices shall be included as part of the enclosed electrical component module located in Cabinet #14.

COMPLY	YES	NO
--------	-----	----

## VOLTMETER/AMMETER

A single display voltmeter/ammeter shall be installed on the side of the console, driver's side, which simultaneously displays voltage and alternator current when the ignition is on. Display flashes to indicate low voltage.

COMPLY	YES	NO
--------	-----	----

## IGNITION CONTROL

Chassis electrical circuits shall be controlled by the ignition switch as provided by the OEM chassis manufacturer. The auxiliary chassis-related functions shall be powered by one 100-amp continuous duty solenoid, triggered by the chassis ignition.

COMPLY	YES	NO
--------	-----	----

## MODULE POWER

Module power shall be controlled by a driver’s console-mounted switch labeled “MODULE DISC.” which activates an InPower #SSC42-275 solid state contactor. An ignition interlock shall disconnect module power 15 minutes after the vehicle’s ignition is turned off. The interlock shall also allow module power to be reactivated independently for 15 minutes by cycling the ignition switch.

COMPLY	YES	NO
--------	-----	----

**WIRING ACCESS**

All cabinets and compartments shall have removable panels as needed to access wiring harnesses and hoses.

**COMPLY    YES    NO**

**BACK-UP ALARM**

An SAE J994-compliant self-adjusting back-up alarm shall be installed. A circuit shall be installed for optional future installation of a momentary contact switch in the driver's console. If disabled while in reverse, the backup alarm shall automatically reset when shifted out of reverse.

**COMPLY    YES    NO**

**SERVICE LOOP**

A 6" service loop of wire or harness shall be provided at all electrical components, terminals, and connection points.

**COMPLY    YES    NO**

**DRIVER'S CONSOLE/MAP BOX**

A driver's console made of black-powder-coated formed aluminum shall be installed between the seats. It shall have a custom switch panel with the following switch layout, a custom cup holder plate with two cup holders and two arm rests, and a map holder with six mill-finished aluminum dividers.

Two *customer-supplied* Harris XL200M remote radio heads, each with mic, shall be installed on a custom cupholder plate.

A *customer-supplied* Knox Key Secure5 shall be mounted to a plate on the aft end of the console.

A CAT6 cable shall be coiled up under console for a future *customer-supplied-and- installed* MDT. See back of specification for customer supplied details.

1. Module Disc.	Passage Compt. D/O Lights	2. Back up disable	3. Dual USB	CCTL6 Whelen Siren Control Head
-----------------------	------------------------------------	--------------------------	-------------------	---------------------------------

**SWITCHES**

Switches installed in the driver's console and attendant panel shall be rocker-type and permanently marked by function.

**COMPLY    YES    NO**

**DOOR AJAR WARNING LIGHT**

A flashing LED light with a red lens shall warn the driver of an open module passage door, and a flashing LED light with an amber lens shall warn the driver of an open module compartment door. The lights shall flash only if the ignition is on. Lights shall be installed on the driver's console.

**COMPLY    YES    NO**

**ATTENDANT CONTROL PANEL**

A six-switch attendant control panel shall be located on the streetside Action Area wall (#6) with the following switch layout:

1.	2.	3.	4.	5.	6.
----	----	----	----	----	----

Dome Hi-Off-Lo	Dome Hi-Off-Lo	Suction	Vent	Attendant Light	Blank
-------------------	-------------------	---------	------	--------------------	-------

A digital thermostat and an inverter status panel shall be located adjacent to the attendant control panel.

**COMPLY**    **YES**    **NO**

**CABINET LIGHTING**

The wall area below Cabinets #1-2 and #4 shall be lighted utilizing under-cabinet LED strip lighting with an ON/OFF switch labeled “ATTENDANT LIGHT” in the attendant panel.

**COMPLY**    **YES**    **NO**

**STEP LIGHT**

A Whelen #3SC0CDCR Clear Lens Clear 3” LED light shall be installed on the forward wall of the curbside door stepwell.

**COMPLY**    **YES**    **NO**

**MODULE INTERIOR LIGHTING**

Shall be designed to keep vehicle height to a minimum without interfering with the structural integrity of the roof. Module interior lighting shall consist of six dual intensity Whelen #80C0EHCR LED recessed lights - one bank of three lights shall be positioned toward streetside and three lights toward curbside. There shall be a switch for each bank of lights on the action wall for “DOME HI-OFF-LO”.

The curbside bank of lights shall be automatically activated when the rear or side doors are opened or by a momentary rocker switch labeled “DOME TIMER” mounted on the wall near the curbside passage door, which shall activate a battery hot timer. Pressing the switch once shall initiate 15-minute timed operation of the lights. Pressing the switch again shall cancel the timed operation.

**COMPLY**    **YES**    **NO**

**BASIC EXTERIOR LIGHTING**

Basic lighting shall include headlights, parking lights, directional signal lights, tail and stop lights, license plate light, back-up lights, hazard lights, identification lights, clearance lights, and side marker lights as required by FMVSS 108.

Module identification lights, clearance lights, and side marker lights, unless included on a lightbar, shall be Truck-Lite LED Model 36.

Rear and side reflex reflectors shall be installed in accordance with FMVSS 108 requirements.

Rear stop/tail, turn and back-up lights shall be Truck-Lite Model 45 series LED lights, installed in the rear kick panel, pattern from outboard in: red stop/tail light, amber turn signal, and clear back-up light. The back-up lights shall activate automatically when the vehicle is placed in reverse.

**COMPLY**    **YES**    **NO**

**COMMUNICATIONS EQUIPMENT**

The customer shall be responsible for powering up and tuning of any radio equipment.

**Item #1**

**Description:** One *customer-supplied* radio transceiver with two Harris XL 200M remote heads, two auxiliary speakers, and two mics shall be installed. See back of specification for customer supplied details.

**Locations:**

Transceiver in Cabinet #16

One remote head, mic on the top of the console and aux. speaker on the lower front of the driver's console

One remote head, mic, and aux. speaker on underside of Cabinet #1

**Additional Instructions:** All connections shall be made, including antenna, antenna cable(s), battery power and/or ignition power, and grounds. Prior to powering up of the module, all in-line fuses of radio equipment shall be removed and secured to their fuse holders.

**COMPLY**    **YES**    **NO**

**Item #2**

**Description:** One *customer-supplied* radio transceiver with single Harris XL 200M remote head, auxiliary speaker, and mic. See back of specification for customer supplied details.

**Locations:**

Transceiver in Cabinet #16

Remote head, mic on the driver's console

Aux. speaker mounted on the front of the driver's console at floor level.

**Additional Instructions:** All connections shall be made, including antenna, antenna cable(s), battery power and/or ignition power, and grounds. Prior to powering up of the module, all in-line fuses of radio equipment shall be removed and secured to their fuse holders.

**COMPLY**    **YES**    **NO**

**Item #3**

**Description:** 12VDC battery hot Pre wire for MDT

**Location:** Driver's console

**Additional Instructions:** A prewire shall be provided for a *customer supplied and installed* MDT. See back of specification for customer supplied details.

**COMPLY**    **YES**    **NO**

**Item #4**

**Description:** Cradlepoint modem with antenna

**Locations:**

Cradlepoint modem shall be installed in the electronics cabinet #16

Antenna shall be installed on the module roof above the electronics cabinet.

**Additional Instructions:** None

**COMPLY**    **YES**    **NO**

**Item #5**

**Description:** GTC GPS antenna

**Location:** Roof of the module above the radio cabinet

**Additional Instructions:** None

**COMPLY**    **YES**    **NO**

**ANTENNA MOUNTS AND CABLES**

Two NMO universal antenna mounts with KHFUD/RG58UD cables, Larsen HyPermaster universal connectors and mini-UHF adapters shall be installed on the module roof. Antenna base access shall be through the dome light openings, and the cables shall terminate in Cabinet #16.



**ANTENNAS**

One *customer-supplied* Radio antenna and one manufacturer supplied GTC GPS antenna (pre-emption system) shall be installed by manufacturer on the top of the module and the cables shall terminate in Cabinet #16.

COMPLY	YES	NO
--------	-----	----

**BLOCK HEATER**

A block heater, with circuit breaker in the 120VAC Power Box, shall be wired to the 120VAC shorepower system.

COMPLY	YES	NO
--------	-----	----

**120VAC/SHORELINE CIRCUIT BOX**

Utility power shall be furnished from 120VAC shorepower via a Kussmaul 20-amp Super Auto-Eject plug with a red cover on a stainless-steel plate with a green indicator light located on the streetside forward corner of the module, and distributed via a formed aluminum power box with an easily removable cover, recessed into the forward wall of the streetside forward compartment (#1).

Circuit breakers shall be installed for overcurrent protection and circuit isolation:

- Block Heater (15 Amp)
- Inverter (20 Amp)
- Receptacles (15 Amp)

All exposed receptacles shall be ground fault circuit interrupting (GFCI) and shall have a power on indicating light.

Four interior 120VAC GFCI duplex receptacles shall be mounted:

- One on the aft wall of compartment #2
- One in Cabinet #1, to supply power for fluid warmer
- One on back wall of Cabinet #5
- One on the Action Area wall #6
- One in right front stack, Cabinet #19

COMPLY	YES	NO
--------	-----	----

**BATTERY GROUNDS**

In addition to OEM chassis grounds, the following ground circuits shall be added to reduce RF interference:

- A minimum 4 ga. ground cable from the power component panel to the chassis frame.
- Two braided ground straps with soldered ends from the module body to the chassis frame.

COMPLY	YES	NO
--------	-----	----

**BATTERY CHARGER**

A 100-amp battery charger shall be provided as part of the Samlex Pure Sine 2200-watt inverter system.

COMPLY	YES	NO
--------	-----	----

**BATTERY MODIFICATIONS**

Chassis batteries shall be utilized in existing locations.

COMPLY	YES	NO
--------	-----	----

### **12VDC POWER SUPPLY**

Three 12VDC, 15-amp lighter-style power point receptacles shall be installed:

- One on the Action Area wall #6
- One in right front stack, Cabinet #19
- One in Compartment #2 adjacent to the 120VAC receptacle

Two USB dual charging ports shall be installed:

- One round Blue Sea dual port with cover on the Action Area wall #6
  - One Blue Sea switch-insert-style dual USB charging port in the driver's console
- All 12VDC power point receptacles, USB charge ports, 12VDC charging circuit, powered cots (and cool cabinets, if present) shall be powered from a 12VDC auxiliary bus. An InPower LVD20-100-SPC540 low voltage disconnect switch shall deliver power to the auxiliary bus only when the supply voltage to the vehicle batteries is at or above 13.0 VDC.

**COMPLY**    **YES**    **NO**

### **COMPARTMENT LIGHTING**

LED strip lighting shall be installed in each outside compartment, and shall be activated by the respective compartment door switch.

**COMPLY**    **YES**    **NO**

### **EXTERIOR DOOR SWITCHES**

Shall be 1/2" mechanical door switches.

**COMPLY**    **YES**    **NO**

## **EMERGENCY WARNING SYSTEMS**

All emergency lighting shall be controlled by the Whelen CenCom Core CCTL6 control head (no exceptions) on the driver's console. When the CCTL6 slide bar switch is on emergency lighting shall be activated. The forward-facing white lights and Opticom shall be disabled when the vehicle is shifted into PARK.

**COMPLY    YES    NO**

### **FRONT LIGHTBAR**

A 94" Whelen 4500 Plus Series LED lightbar shall be recessed mounted on the front of the module, pattern curbside to streetside:

<b>Location</b>	<b>Lens Color</b>	<b>Model</b>	<b>Light Color</b>	<b>Type</b>	<b>Light</b>	<b>Flash Pattern</b>	<b>Additional</b>
Curbside	Red	700 Series	Red	LED	Flasher	A/F 150	
	Blue	700 Series	Blue	LED	Flasher	A/F 150	
	Red	700 Series	Red	LED	Flasher	A/F 150	
	Clear	700 Series	Clear	LED	Flasher	A/F 150	
Center	Clear	795H	n/a				Opticom
Streetside	Clear	700 Series	Clear	LED	Flasher	A/F 150	
	Red	700 Series	Red	LED	Flasher	A/F 150	
	Blue	700 Series	Blue	LED	Flasher	A/F 150	
	Red	700 Series	Red	LED	Flasher	A/F 150	

The lightbar shall be recess-mounted with the horizontal plane of the roof, and protrude no more than 1/2" beyond the vertical plane of the front and sides of the module. The LED ICC clearance and identification lamps shall be an integral part of the lightbar.

All emergency lighting shall be controlled by the Whelen CenCom Core CCTL6 control head. The white flashers shall be disabled when the vehicle is shifted into park.

**COMPLY    YES    NO**

### **REAR LIGHTBAR**

A 94" Whelen 4500 Plus Series LED lightbar shall be recessed mounted on the rear of the module, pattern curbside to streetside:

<b>Location</b>	<b>Lens Color</b>	<b>Model</b>	<b>Light Color</b>	<b>Type</b>	<b>Light</b>	<b>Flash Pattern</b>	<b>Additional</b>
Curbside	Red	700 Series	Red	LED	Flasher	A/F 150	
	Blue	700 Series	Blue	LED	Flasher	A/F 150	
	Clear	Triple LR11	Clear	LED	Scene Light	None	(Section 6.30.04 related)
	Amber	700 Series	Amber	LED	Flasher	A/F 150	
Center	Red	70BTT	Red	LED	BTT		Third Brake Light
Streetside	Amber	700 Series	Amber	LED	Flasher	A/F 150	
	Clear	Triple LR11	Clear	LED	Scene Light	None	(Section 6.30.04 related)
	Blue	700 Series	Blue	LED	Flasher	A/F 150	
	Red	700 Series	Red	LED	Flasher	A/F 150	

The lightbar shall be recess-mounted with the horizontal plane of the roof, and protrude no more than 1/2" beyond the vertical plane of the rear and sides of the module. The bar shall include an LED brake/clearance light over the center lights, and LED clearance lights shall be an integral part of the lightbar. All emergency lighting shall be controlled by the Whelen CenCom Core CCTL6 control head.

**COMPLY**    **YES**    **NO**

**FLASHERS**

Four Whelen #M9R Red Lens Red LED flashers shall be mounted two each on the curbside and streetside of the module in upper corners.

Two Whelen #M9A Amber Lens Amber LED flashers shall be mounted on the rear of the vehicle at window height. All emergency lighting shall be controlled by the Whelen CenCom Core CCTL6 control head.

**COMPLY**    **YES**    **NO**

**SCENELIGHTS**

Four Whelen #M9LZC LED scenelights shall be installed, two each on the curbside and streetside of the module in upper corners. The curbside passage door shall activate the curbside scene lights. The scene lights shall also be controlled by the respective switches on the driver's console.

Two Whelen LR-11 LED scene lights shall be included in the rear lightbar. The rear scene lights shall be controlled by the "REAR SCENE" switch on the driver's console, and shall activate when the rear curbside passage door is opened or when the vehicle is placed in reverse.

**COMPLY**    **YES**    **NO**

**INTERSECTION LIGHTS**

Four Whelen #WIONSMCR Clear Lens Red LED flashers with chrome housings shall be installed, one on each cab fender and one above each module wheel well. Lights shall be controlled by the Whelen CenCom Core CCTL6 control head on the driver's console.

**COMPLY**    **YES**    **NO**

**GRILLE LIGHTS**

Two Whelen #WIONSMCR Clear Lens Red LED flashers with chrome housings shall be installed on the OEM grille. Lights shall be controlled by the Whelen CenCom Core CCTL6 control head on the driver's console.

A pre-wire shall be provided from the electrical panel to the grille area for future install of white grille lights

**COMPLY**    **YES**    **NO**

**SIREN**

A Whelen CenCom CORE siren, including a #C399 controller module, WeCanX #CCTL6 Control head, a CEXAMP external amplifier, a CEM16 expansion module, a CV2v Vehicle Sync Module, and a #C399K5 CAN port OBDII Connection kit shall be installed. The WeCanX #CCTL6 control head shall be installed in the driver's console. The standard features shall include eight push buttons, a four-position slide switch (off, 1, 2, and 3), a seven-position rotary knob control head, and a manual button. The #C399K5 siren controller module shall be installed in the electrical Cabinet #13.

**COMPLY**    **YES**    **NO**

**SIREN SPEAKERS**

Two Federal Signal DynaMax #ES100C speakers with ESB-ESFMT-EF "Electric F" stainless steel grilles shall be installed in the OEM bumper – or equivalent.

COMPLY YES NO

**TRAFFIC ADVISOR**

A Whelen Tracer LED lightbar with one primary clear lens amber light head #TCRWXPA and four secondary clear lens amber lightheads #TCRWXSA. Lightheads shall be installed in a 62.3" #TCRWX5 housing with #TCRLBKT mounting brackets on the rear of the module, above the rear passage doors, to direct traffic. The lightbar shall be controlled by the CenCom Core.

COMPLY YES NO

**INVERTER**

A Samlex 2200-watt pure sine wave inverter with 100-amp battery charger shall be installed in Cabinet #16. An EVO-RC inverter remote control panel shall be installed in the Action Area wall #6. The inverter shall be configured to turn on and off with ignition.

COMPLY YES NO

**DRIVING LIGHTS**

A 12" Pioneer Dual Slimline #PSL2BB LED lightbar with bracket shall be installed under the Condenser bracket. Lights shall be controlled by a CenCom CORE control head. Driving lightbar is intended for off-road use only.

COMPLY YES NO

**FLUID WARMER**

A 120VAC fluid warmer with a 120VAC GFCI duplex receptacle shall be installed in Cabinet #1. The warmer shall be thermostatically controlled at 95 to 115 degrees F. Space for 10 one-liter bags of fluids shall be provided with a 4" surround to contain the fluid bags.

COMPLY YES NO

**ELECTRIC DOOR LOCKS**

Electric door locks shall be installed on all compartment and module passage doors. Two lock/unlock switches shall be provided in the module: one located on the rear curbside passage door, and one located on the curbside passage door. The door locks for the cab and module shall be interconnected, to allow all doors to be locked/unlocked from either the cab or module.

A hidden unlock switch shall be installed behind the license plate on the rear of the module.

COMPLY YES NO

**VIDEO BACK-UP CAMERA**

**Item #1**

**Description:** A Zorg back-up camera (or equivalent) shall be installed, including a surface-mounted camera connected to the OEM dash display

**Location:** Rear of the module, centered above the rear passage doors.

**Additional Instructions:** Camera shall be plugged in at the end of the chassis frame and shall automatically show on the OEM Sync3 8" in-dash touchscreen display when the vehicle is placed in reverse (or OEM mfg equivalent).

COMPLY YES NO

**TRAFFIC SIGNAL PREEMPTION**

Front lightbar shall include a GTT #795H Opticom traffic preemption emitter.  
A GTC GPS preemptive vehicle kit shall be installed.

COMPLY	YES	NO
--------	-----	----

## **SUPPORTING DOCUMENTATION**

### **MANUALS**

The manufacturer shall supply one (1) USB thumb drive of parts, service, and operational manuals at delivery of the proposed emergency vehicle. Manuals shall include “As Built” body wiring diagrams. The format shall be .pdf.

### **OWNERS MANUAL**

Shall be split between two sections – OEM chassis and ambulance upfit

Shall be provided on two thumb-drives in .pdf format

Shall be provided with vehicle and consists of the following items:

1. Manufacturer Contact Information
2. Table of Contents
3. Manufacturers’ Labels
4. Electrical Load Test/Payload/Paint Stickers
5. Manufacturer Warranties
  - Lifetime module warranty
  - Seven-year/75,000-mile limited electrical warranty
  - Two-year/30,000-mile conversion warranty
  - Five-year paint warranty
  - Chemical De-Icer Statement
6. Service and Operations manual
7. Electrical
  - Wire charts and plug pinouts
  - Harness layout
  - Schematics
8. Parts list
9. Paint information
10. Products and Information
11. Second OEM chassis key

COMPLY	YES	NO
--------	-----	----

## **MISCELLANEOUS EQUIPMENT**

### **LOOSE EQUIPMENT**

The following equipment shall be shipped loose with the vehicle:

1. Touch-up paint, one bottle each:
  - To match Race Red (G4-100871777) or final approved spec.
  - White (G2-33631 Alt 2) or final approved spec.
  - Light Gray (GLV-51748) or final approved spec.
2. Spare tire & wheel
3. Wheel simulator wrench
4. One 20-amp cord end for shoreline
5. 12.5ft hose for Beam outlet – compliant with patient heating/cooling system
6. Two compartment keys, J236 or approved equivalent

COMPLY	YES	NO
--------	-----	----

## **CITY SUPPLIED EQUIPMENT**

The City shall provide the following equipment and have delivered to Manufacturer within 30 days of the preconstruction meeting or later date per manufacturer request:

1. Stryker PowerLOAD cot fastener system  
<https://www.stryker.com/us/en/emergency-care/products/power-load.html>
2. Two SCBA brackets  
<https://www.ziamatic.com/product/assembled-l-l-bracket-with-strap-assembly/>
3. One radio transceiver with Harris XL-200M dual remote heads, aux. speakers and mic  
<https://www.l3harris.com/sites/default/files/2021-11/cs-pspc-xl-onboard-200m-185m-single-band-mobile-radio-spec-sheet.pdf>
4. One radio transceiver with a single Harris XL-200M remote head, aux. speaker and mic  
<https://www.l3harris.com/sites/default/files/2021-11/cs-pspc-xl-onboard-200m-185m-single-band-mobile-radio-spec-sheet.pdf>
5. Department Decals
6. Knox MedVault  
<https://www.knoxbox.com/Products/Narcotics-Safes>
7. Knox Box Key Secure
8. Panasonic CF33 MDT
9. Stair Chair  
<https://www.stryker.com/us/en/emergency-care/products/stair-pro.html>



# **Special Conditions and Forms Specific to Federal Requirements**

**The City of Sparks has recognized and adopts the “Procurement Standards” generally referred to as “Uniform Guidance” detailed in 2 CFR Part 200 (Sub 318 through 327) as detailed in the following pages. These sections generally apply to all procurements using Federal funds. Additionally, subsequent language and forms are specific to the requirements detailed by the federal department who administers the grant funding this project.**

**In instances where these Special Conditions conflict with the General Conditions, the Special Conditions will prevail with respect to that instance or item(s).**



---

## FEDERAL FUNDING REQUIREMENTS

The City intends to fund all, or part of the expenditures made under this solicitation and/or resulting contract with federal funds. Therefore, the Offeror (Vendor/Contractor/Consultant) awarded a contract will be subject to compliance with the provisions of 2 CFR 200 UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (aka “Uniform Guidance”), including but not limited to:

1. **Davis-Bacon Act.** If applicable, offeror agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
2. **Contract Work Hours and Selection Standards.** Offeror agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
3. **Rights to Invention Made Under Contract or Agreement.** Offeror agrees to comply with all applicable provisions of 37 CFR Part 401.
4. **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** Offeror agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
5. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
6. **Procurement of Recovered Materials.** Per 2 CFR §200.323, the awarded contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
7. **Restrictions on Lobbying.** Offeror is prohibited from using monies for lobbying purposes. The Offeror shall certify to the best of their knowledge that:
  1. No 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 officer or employee of a Member of Congress in connection with the



---

awarding of any federal contract, the making of any federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification or any federal contract, grant, loan, or cooperative contract; and

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, and or cooperative contract, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with the instructions.
3. The Offeror shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.

**8. COPELAND ACT (Anti-Kickback Act)**

The Copeland Act makes it a criminal offense for any person to induce, by any manner whatsoever, any person employed in the construction, prosecution, completion, or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment. Incorporated herein and pursuant to 29 CFR 3, the Copeland Act applies to both contractors and subcontractors and prescribes “anti-kickback” regulations under section 2 of the Act of June 13, 1934, as amended (40 USC, Chapter 3, Section 276c and 18 USC, Part 1, Chapter 41, Section 874; and 29 CFR Part 3), popularly known as the Copeland Act. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work.

- 9. Drug-Free Workplace.** Offeror shall provide a drug free workplace in compliance with the Drug Free Workplace Act of 1988.

**10. Civil Rights Compliance.**

1. Compliance with Regulations: Offeror will comply with the Acts and the Regulations relative to Nondiscrimination in Federally assisted programs.
2. Nondiscrimination: Offeror, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Offeror will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.



- 
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Offeror for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by Offeror of obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, sex, or national origin.
  4. **Information and Reports:** Offeror 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 facilities as may be determined by to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of Offeror is in the exclusive possession of another who fails or refuses to furnish this information, Offeror will so certify to and will set forth what efforts it has made to obtain the information.
  5. **Sanctions for Noncompliance:** In the event of Offeror's noncompliance with the Nondiscrimination provisions of this Agreement, the City will impose such sanctions as it may determine to be appropriate, including, but not limited to: withholding of payments to the Offeror under this Agreement until the Offeror compiles and/or cancelling, terminating or suspension of this Agreement, in whole or in part.
  6. **Incorporation of Provisions:** Offeror will include the provisions of the paragraphs listed above, in this section 9.13, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Offeror will take such action with respect to any subcontract or procurement as the City, the State, or the Federal agencies may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Offeror becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, Offeror may request the State to enter such litigation to protect the interests of the State. In addition, Offeror may request the United States to enter into such litigation to protect the interests of the United States.
  11. **Disadvantaged Business Enterprise Program Requirements.** Offeror shall not discriminate based on race, color, national origin, or sex in the award and performance of any federally assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Offeror shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. Each sub-award or sub-contract must include the following assurance: *The Offeror, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Offeror shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Offeror to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*



12. **Pertinent Non-Discrimination Authorities.** During the performance of the awarded contract, Offeror, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination based on race, color, national origin); and 49 CFR Part 21.
1. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
2. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
3. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination based on disability); and 49 CFR Part 27.
4. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination based on age).
5. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
6. 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 the programs or activities of the Federal-aid recipients, subrecipients and Offerors, whether such programs or activities are Federally funded or not).
7. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination based on disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
8. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination based on race, color, national origin, and sex).
9. 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.
10. 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, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
11. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

13. **Contracting With Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** Per 2 CFR 200.321, the awarded contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. If subcontracts are to be let, the awarded prime



---

contractor is required to take the affirmative steps listed in this section. Affirmative steps must include:

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

**14. Domestic Preferences for Procurements.** Per 2 CFR 200.322, as appropriate and to the extent consistent with law, the City, to the greatest extent practicable under a Federally funded award, provides a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirement of this section includes all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**15. Contract Cost and Price.** Per 2 CFR 200.324:

If the cost of the submittal is in excess of \$250,000.00, the City must negotiate profit as a separate element of the submittal's price. To establish a fair and reasonable profit, the City's consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.



## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

---

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503



**AFFIDAVIT REQUIRED UNDER SECTION 112(c)**  
**of Title 23 United States Code, Act of August 27, 1958**  
**and**  
**Part 29 of Title 49, Code of Federal Regulations,**  
**November 17, 1987.**

**STATE OF** \_\_\_\_\_

**SS**

**COUNTY OF** \_\_\_\_\_

**I,** \_\_\_\_\_ **(Name of party signing**  
**this affidavit and the Proposal Form)** \_\_\_\_\_ **(title)**

being duly sworn do depose and say: That \_\_\_\_\_

(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

**(Insert Exceptions, attach additional sheets)**

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

**Sworn to before me this** \_\_\_\_\_ **day of** \_\_\_\_\_, **20** \_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**(SEAL)**

*Notary Public, Judge or other Official*

# **Forms**

**(to be used following award of bid)**

## **1) Contract Form**



**MATERIAL CONTRACT  
CITY OF SPARKS, NEVADA**

THIS CONTRACT made and entered into on this DAY day of MONTH, YEAR, by and between the City of Sparks, Nevada, a municipal corporation, existing under and by virtue of the laws of the State of Nevada, hereinafter called "City", and **VENDOR**, a qualified vendor in the class of work required and/or materials to be supplied, hereinafter called "Vendor".

W I T N E S E T H

WHEREAS, the City has awarded a contract to Vendor for providing materials and (where applicable) perform related services hereinafter mentioned in accordance with the proposal of said Vendor;

WHEREAS, the Vendor will provide the material and (where applicable) perform related services for the compensation stated in said proposal, for an amount which has been arrived at between the parties;

WHEREAS, each party is willing to and does assume joint liability for the contents of this Contract, and each party accordingly agrees that it shall not be construed against any party as a drafting party;

NOW, THEREFORE, IT IS AGREED as follows:

**1. Scope:**

The scope of this contract is generally defined as **PROJECTTITLE**. The City's Contract Documents and Vendor's Entire Proposal are on file with the City of Sparks. All terms, conditions and requirements contained within these Documents, including any and all addenda issued by the City, are hereby incorporated by reference into this Contract.

The Vendor shall perform within the time stipulated, the Contract as herein defined and shall provide and furnish any and all of the labor, materials, methods or processes, equipment implements, tools, machinery and equipment, and all utility, transportation and other services required to construct, install and put in complete order for use in a good and workmanlike manner all of the work covered by the Contract in connection with strict accordance with the plans and specifications therefore, which were approved by said City and are on file with the City, including any and all addenda issued by the City, and with the other contract documents hereinafter enumerated.

**2. Payment:**

As full consideration for the materials provided and related services to be performed by Vendor, City agrees to pay Vendor as set forth in accordance with the Fee Schedule set forth in the proposal, bid or quotation and not to exceed a fee of **COST**. The City will not hire or directly compensate the Vendor's employees, assistants or subcontractors, if any. It is expressly understood and agreed that all materials provided and work performed by Vendor shall be subject to review as to its conformance with specifications by the City at the City's discretion. Payment of any invoice shall not be taken to mean that the City is satisfied with Vendor's services to the date of payment and shall not forfeit City's right to require the correction of any deficiencies.



**3. Term (Check One)**

- This is a One-Time delivery of Materials, or**
- This is a term contract from (MO/DY/YR) to (MO/DY/YR)**

The Vendor shall deliver the material called for in the specifications/proposal and within the delivery time specified and in accordance with the terms of the contract. The Vendor shall not alter or vary any terms or conditions contained or incorporated herein, including but not limited to, the quantity, price, delivery date or date designated as After Receipt of Order (ARO) or date for commencement or completion of the contract as mutually agreed upon, unless such alteration or variation is consented to in writing by a duly authorized representative of the City.

The City reserves the right to cancel resultant Contract upon ten days written notice in the event the type and quality of the product is unsatisfactory or in default, subject to vendor's right to cure as outlined in termination clause.

This is a non-exclusive Contract and the City reserves the right to acquire the material and related services at its discretion, from other sources during the term of this Contract.

**4. No Unfair Employment Practices:**

In connection with the performance of work under this Agreement, Vendor agrees not to discriminate against any employee or applicant because of race, creed, color, national origin, disability, sex, sexual orientation or age. Such agreement shall include, but not be limited to, the following: recruitment or recruitment advertising, rates or pay or other forms of compensation, and selection. Any violation of these provisions by Vendor shall constitute a material breach of contract.

**5. No Illegal Harassment:**

Violation of the City's harassment policy, which is incorporated by reference and available from the Human Resource Division, by the Vendor, its officers, employees, agents, consultants, subcontractors and anyone from whom it is legally liable, while performing or failing to perform Vendor's duties under this Contract shall be considered a material breach of contract.

**6. Lawful Performance:**

Vendor shall abide by all Federal, State and Local Laws, Ordinances, Regulations, and Statutes as may be related to the performance of duties under this agreement. In addition, all applicable permits and licenses required shall be obtained by the vendor, at vendor's sole expense.

**7. Acceptance by the City:**

It is expressly understood and agreed that all materials provided and related work done by the Vendor shall be subject to inspection and acceptance by the City at its discretion, and that any progress inspections and approval by the City of any item or work shall not forfeit the right of the City to require the correction of faulty workmanship or material at any time during the course of the contract, although previously approved by oversight. Nothing herein contained shall relieve the Vendor of the responsibility for proper delivery of materials required under the terms of this Contract until all materials have been accepted by the City.



**8. Waiver:**

No waiver of any term, provision or condition of this Contract, whether by conduct or otherwise, in any one or more instances, shall be deemed to be nor shall it be construed as a further or continuing waiver of any such term, provision or condition of this Contract. No waiver shall be effective unless it is in writing and signed by the party making it.

**9. Notices:**

All notices required to be given in writing by this Contract shall be deemed to be received (i) upon delivery if personally delivered, or (ii) when receipt is signed for if mailed by certified or registered mail, postage prepaid, or by express delivery service or courier, when addressed as follows (or sent to such other address as a Party may specify in a notice to the others):

PURCHASING MANAGER  
CITY OF SPARKS  
431 PRATER WAY  
PO BOX 857  
SPARKS, NV 89432-0857

VENDOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**10. Jurisdiction and Venue:**

Any action or proceeding seeking to do so must be brought in the courts of the State of Nevada, County of Washoe, or if the party can acquire subject-matter jurisdiction, in the United States District Court for the District of Nevada in the City of Reno. Each of the parties consents to the personal jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on either party by sending it certified mail to the respective addresses designated for notice.

**11. Indemnity:**

To the fullest extent permitted by law, upon award, Contractor shall hold harmless, indemnify, defend and protect City, its affiliates, officers, agents, employees, volunteers, successors and assigns (“Indemnified Parties”), and each of them from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorney’s fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever (“Claims”) arising out of or related to any act or omission of Contractor, its employees, agents, representatives, or Subcontractors in any way related to the performance of work under this Agreement by Contractor, or to work performed by others under the direction or supervision of Contractor, including but not limited to:

1. Personal injury, including but not limited to bodily injury, emotional injury, sickness or disease, or death to persons;
2. Damage to property of anyone, including loss of use thereof;
3. Penalties from violation of any law or regulation caused by Contractor’s action or inaction;
4. Failure of Contractor to comply with the Insurance requirements established under this Agreement;
5. Any violation by Contractor of any law or regulation in any way related to the occupational safety and health of employees.



---

In determining the nature of the claim against City, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against City.

If City's personnel are involved in defending such actions, Contractor shall reimburse City for the time and costs spent by such personnel at the rate charged City for such services by private professionals.

Nothing in this contract shall be interpreted to waive nor does the City, by entering into this contract, waive any of the provisions found in Chapter 41 of the Nevada Revised Statutes.

**12. Licenses and Permits:**

The Vendor shall procure at his own expense all necessary licenses and permits and shall adhere to all the laws, regulations and ordinances applicable to the performance of this Contract.

All vendors doing business within the City of Sparks are required to obtain a current business license from the City of Sparks prior to commencement of this contract. Per Sparks Municipal Code Section 5.08.020A: "It is unlawful for any person to transact business in the City without first having obtained a license from the City to do so and without complying with all applicable provisions of this title and paying the fee therefore."

**13. Insurance:**

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THE APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

**The City may, unless otherwise required by law, waive or reduce the insurance requirements itemized here, at the discretion of the city's Contracts and Risk Manager.**

Should work be required on City premises or within the public right-of-way, upon award of the contract, the bidder shall provide proof of insurance for the types of coverage, limits of insurance and other terms specified herein, prior to initiation of any services under City, Bid, Proposal or Contract. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks and shall meet the following minimum specifications:

Contractor shall at its own expense carry and maintain at all times the following insurance coverage and limits of insurance no less than the following or the amount customarily carried by Contractor or any of its subcontractors, whichever is greater. Contractor shall also cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein. All insurers must have AM Best rating not less than A-VII, and be acceptable to the City. Contractor shall furnish copies of certificates of insurance evidencing coverage for itself and for each subcontractor. Failure to maintain the required insurance may result in termination of this contract at City's option. If Contractor fails to maintain



the insurance as set forth herein, City shall have the right, but not the obligation, to purchase said insurance at Contractor’s expense.

Contractor shall provide proof of insurance for the lines of coverage, limits of insurance and other terms specified below prior to initiation of any services. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks. Contractor and any of its subcontractors shall carry and maintain coverage and limits no less than the following or the amount customarily carried by Contractor or any of its subcontractors, whichever is greater.

Applicable to this Contract	Insurance Type	Minimum Limit	Insurance Certificate	Additional Insured	Waiver of Subrogation
Yes	General Liability/Umbrella (Excess) Liability	\$2,000,000	✓	✓	✓
Yes	Automobile Liability	\$1,000,000	✓	✓	
Yes	Workers’ Compensation	Statutory	✓	N/A	✓
Yes	Employer’s Liability	\$1,000,000	✓	N/A	
No	Professional Liability	\$1,000,000	✓	N/A	N/A
No	Pollution Legal Liability	\$1,000,000	✓	N/A	N/A

**Commercial General Liability**

Contractor shall carry and maintain Commercial General Liability (CGL) and, if necessary to meet required limits of insurance, commercial umbrella/excess liability insurance with a total limit of not less than the limits specified herein.

For contracts that are for the construction or improvement of public facilities, the Contractor shall obtain and maintain products and completed operations liability coverage through the statute of repose after completion of the project. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured’s completed work equivalent to that provided under ISO form CG 00 01.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or damage to the named insured’s work unless Subcontractor carries and maintains separate policies providing such coverage and provides Contractor evidence of insurance confirming the coverage.

***Minimum Limits of Insurance***

**\$2,000,000** Each Occurrence Limit for bodily injury and property damage

**\$2,000,000** General Aggregate Limit

**\$2,000,000** Products and Completed Operations Aggregate Limit

**\$10,000** Medical Expense Limit



If Commercial General Liability Insurance or other form with a general aggregate limit is used, it shall be revised to apply separately to this PROJECT or LOCATION.

***Coverage Form***

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Commercial General Liability (CGL) "Occurrence" form CG 00 01 04/13 or substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

***Additional Insured***

City, its officers, agents, employees, and volunteers are to be included as insureds using the applicable ISO additional insured endorsement(s) or substitute forms providing equivalent coverage, in respects to damages and defense arising from: activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers. Additional insured status for City shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

***Primary and Non-Contributory***

Contractor's insurance coverage shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City, its officers, agents, employees, and volunteers. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. Any insurance or self-insurance maintained by City, its officers, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it in any way.

***Waiver of Subrogation***

Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. Insurer shall endorse CGL policy as required to waive subrogation against the City with respect to any loss paid under the policy.

***Endorsements***

Policy forms or endorsements are required confirming coverage for all required additional insureds. The forms or endorsements for CGL shall be at least as broad as the unmodified ISO additional insured endorsement CGO 20 10 07/04 and CG 20 37 07/04 or substitute forms providing additional insured coverage for products and completed operations.

A waiver of subrogation in favor of City shall be endorsed to the policy using an unmodified Waiver of Transfer of Rights of Recovery of Others to Us ISO CG 24 04 05 09, or a substitute form providing equivalent coverage.






---

**Business Automobile Liability**
***Minimum Limits of Insurance***

**\$1,000,000** Combined Single Limit per accident for bodily injury and property damage or the limit customarily carried by Contractor, whichever is greater. No aggregate limit may apply. Coverage may be combined with Excess/Umbrella Liability coverage to meet the required limit.

***Coverage Form***

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Business Automobile Coverage form CA 00 01 10/13, CA 00 25 10/13, CA 00 20 10/13 or substitute form providing equivalent coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

Pollution liability coverage at least as broad as that provided under the ISO pollution liability—broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached for all contracts involving transportation of “hazardous material” as this term is defined by applicable law, including, but not limited to, waste, asbestos, fungi, bacteria and mold.

***Additional Insured***

City, its officers, agents, employees, and volunteers are to be included as insureds with respect to damages and defense arising from the ownership, maintenance or use of automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers. Additional insured status for City shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

***Endorsements***

A policy endorsement is required listing all required additional insureds. The endorsement for Business Automobile Liability shall be at least as broad as the unmodified ISO CA 20 48 10/13 or a substitute form confirming City’s insured status for Liability Coverage under the Who Is An Insured Provision contained in Section II of the coverage form ISO CA 00 01 10/13.

***Waiver of Subrogation.***

Contractor waives all rights against City, its officers, agents, employees, and volunteers for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. Contractor’s insurer shall endorse policy to waive subrogation against City with respect to any loss paid under the policy.

**Workers’ Compensation and Employer’s Liability**

Contractor shall carry and maintain workers’ compensation and employer’s liability insurance meeting the statutory requirements of the State of Nevada, including but not limited to NRS 616B.627 and NRS 617.210 or provide proof that compliance with the provisions of Nevada Revised Statutes Chapters 616A-D and all other related chapters is not required. It is understood and agreed that there shall be no coverage provided for Contractor or any Subcontractor of the Contractor by the City. Contractor agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation



of the City to make any payment under this Agreement to provide City with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210.

It is further understood and agreed by and between City and Contractor that Contractor shall procure, pay for and maintain the above-mentioned coverage at Contractor's sole cost and expense.

Should Contractor be self-funded for workers' compensation and employer's liability insurance, Contractor shall so notify City in writing prior to the signing of this Contract. City reserves the right to approve said retentions, and may request additional documentation, financial or otherwise, for review prior to the signing of this Contract.

Upon completion of the project, Contractor shall, if requested by City, provide a Final Certificate for itself and each Subcontractor showing that Contractor and each Subcontractor had maintained the required Workers Compensation and Employer's Liability by paying all premiums due throughout the entire course of the project.

Nevada law allows the following to reject workers' compensation coverage if they do not use employees or subcontractors in the performance of work under the contract:

- Sole proprietors (NRS 616B.627 and NRS 617.210)
- Unpaid officers of quasi-public, private or nonprofit corporations (NRS 616B.624 and NRS 617.207)
- Unpaid managers of limited liability companies (NRS 616B.624 and NRS 617.207)
- An officer or manager of a corporation or limited liability company who owns the corporation or company (NRS 616B.624 and NRS 617.207)

If a contractor has rejected workers' compensation coverage under applicable Nevada law, the contractor must indicate the basis for the rejection of coverage and complete, sign and have notarized an Affidavit of Rejection of Coverage. The Affidavit must be completed, signed and notarized prior to performance of any work.

***Minimum Limits of Insurance***

Workers' Compensation:	Statutory Limits
Employer's Liability:	<b>\$1,000,000</b> Bodily Injury by Accident – Each Accident
	<b>\$1,000,000</b> Bodily Injury by Disease – Each Employee
	<b>\$1,000,000</b> Bodily Injury by Disease – Policy Limit

***Coverage Form***

Coverage shall be at least as broad as the unmodified National Council on Compensation Insurance (NCCI) Workers Compensation and Employer's Liability coverage form WC 00 00 07/11 or substitute form providing equivalent coverage.

**OTHER INSURANCE COVERAGES (IF APPLICABLE)**

**Professional Liability Insurance (if Applicable)** \$1,000,000 each claim limits of liability or



whatever limit is customarily carried by the Contractor, whichever is greater, for design, design-build or any type of professional services. If coverage is required on a claims-made or claims-made and reported basis, any applicable retroactive or pending & prior litigation dates must precede the effective date of this contract. Continuous coverage shall be maintained, or an extended reporting period shall be obtained for a period of at least three (3) years following completion of the project.

**Contractors Pollution Liability Insurance (If Applicable)**- \$1,000,000 per occurrence and \$2,000,000 aggregate or whatever amount is acceptable to the City for any exposure to “hazardous materials” as this term is defined in applicable law, including but not limited to waste, asbestos, fungi, bacterial or mold.

Coverage shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

City shall be included as an insured under Contractor’s pollution liability insurance.

If coverage is required on a claims-made or claims-made and reported basis, any applicable retroactive or pending & prior litigation dates must precede the effective date of this contract. Continuous coverage shall be maintained, or an extended reporting period shall be obtained for a period of at least three (3) years following completion of the project.

If the scope of services as defined in this contract includes the disposal of any hazardous materials from the job site, Contractor must furnish to City evidence of pollution liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the City under this section must be maintained in minimum amounts of \$1,000,000 per loss, with an annual aggregate of at least \$2,000,000.

Lower tier sub-subcontractors, Truckers, Suppliers: Evidence confirming lower tier subcontractors, truckers and suppliers are maintaining valid insurance prior to beginning work on the project to meet the requirements set forth herein on Subcontractor, including but not limited to all additional insured requirements of Subcontractor.

#### **ALL COVERAGES**

Coverage shall not be suspended, voided, canceled, or non-renewed by either CONTRACTOR or by the insurer, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to CITY except for ten (10) days' notice for nonpayment of premium.

#### **DEDUCTIBLES AND RETENTIONS**

Any deductibles or self-insured retentions that exceed \$100,000.00 per occurrence or claim must be declared to and approved by the City’s Contracts and Risk Manager and prior to signing this Contract. City is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Contract or during the term of any policy must be approved by



---

City's Contracts and Purchasing Manager prior to the change taking effect. Contractor is responsible for any losses within deductibles or self-insured retentions.

#### **OTHER INSURANCE PROVISIONS**

Should City and Contractor agree that higher coverage limits are needed warranting a project policy, project coverage shall be purchased and the premium for limits exceeding the above amount may be borne by City. City retains the option to purchase project insurance through Contractor's insurer or its own source.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officers, agents, employees, or volunteers.

#### **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of no less than A-VII and acceptable to the City. City, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's ratings upon review of financial information concerning Contractor and insurance carrier. City reserves the right to require that Contractor's insurer be a licensed and admitted insurer in the State of Nevada, or meet any applicable state and federal laws and regulations for non-admitted insurance placement.

#### **VERIFICATION OF COVERAGE**

Contractor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Prior to the start of any Work, Contractor must provide the following documents to City of Sparks, Attention: Purchasing Division, P.O. Box 857, Sparks, NV 89432-0857:

- A. Certificate of Insurance.** Contractor must provide a Certificate of Insurance form to the City of Sparks to evidence the insurance policies and coverage required of Contractor.
- B. Additional Insured Endorsements.** An original Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to the City of Sparks, by attachment to the Certificate of Insurance, to evidence the endorsement of the City of Sparks as additional insured.
- C. Policy Cancellation Endorsement.** Except for ten (10) days' notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior written notice to the City of Sparks, the policy shall not be suspended, voided, cancelled or non-renewed, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address specified above. A copy of this signed endorsement must be attached to the Certificate of Insurance. If endorsements are not available, Contractor shall be responsible to provide prior written notice to City as soon as practicable upon receipt of any notice of cancellation, non-renewal, reduction in required limits or other material change in the insurance required under this Agreement.



**D. Bonds (as Applicable).** Bonds as required and/or defined in the original bid documents.

**All certificates and endorsements are to be addressed to the City of Sparks, Purchasing Division and be received and approved by City before work commences.** The City reserves the right to require complete certified copies of all required insurance policies at any time.

**SUBCONTRACTORS**

Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all the requirements stated herein.

**MISCELLANEOUS CONDITIONS**

1. Contractor shall be responsible for and remedy all damage or loss to any property, including property of City, caused in whole or in part by Contractor, any Subcontractor, or anyone employed, directed, or supervised by Contractor.
2. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractors under it, and such coverage and limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to City in this contract.
3. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:
  - a. Purchase such insurance to cover any risk for which City may be liable through the operations of Contractor under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - b. Order Contractor to stop work under this Agreement and/or withhold any payments which become due Contractor here under until Contractor demonstrates compliance with the requirements hereof; or,
  - c. Terminate the Agreement.
4. If Contractor's liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

**14. Liquidated Damages (This Section  IS  IS NOT Applicable to this Contract):**

If the Product is not delivered within the time stipulated in the bid, the Vendor shall pay to the City of Sparks as fixed, agreed and liquidated damages for delay and not as a penalty (it being impossible to determine the actual damages occasioned by the delay) \$\_\_\_\_\_ for each calendar day of delay until delivery is completed; the Vendor shall be liable to the City of Sparks for the amount herein. This amount may be deducted from money due or to become due to the Vendor as compensation under this proposal in the event the Vendor fails to meet delivery schedules or product specifications.

**15. Material Breach of Contract:**

In the event Vendor fails to deliver the product and related services as contracted for herein, to the satisfaction of the City of Sparks or otherwise fails to perform any provisions of this Contract, the City,



after providing five (5) days written notice and vendor’s failure to cure such breach within the time allowed in the City’s notice, may without waiving any other remedy, make good the deficiencies and deduct the actual cost of providing alternative products and related services from payment due the Vendor. Non-performance after the first notice of non-performance shall be considered a material breach of contract.

**16. Force Majeure:**

Neither party to the Contract shall be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. City may terminate the Contract upon written notice after determining such delay or default will reasonably prevent successful performance of the Contract.

**17. Termination:**

Failure to Cure:

The City may terminate the Contract for material breach of contract upon ten (10) days written notice and recover all damages, deducting any amount still due the Vendor from damages owed to the City, or seek other remedy including action against all bonds. The Vendor may terminate the Contract for material breach of contract upon thirty (30) days written notice to the City.

Non-Funding:

Continuance of this contract beyond the fiscal year (July – June) in which the contract was initiated shall be contingent upon appropriation of the requisite funds in the ensuing fiscal year(s) and the termination of this contract due to lack of appropriation shall be without penalty.

Convenience:

The City may terminate this agreement for any reason without penalty upon giving thirty (30) days written notice to the Vendor. In the event of termination, the full extent of City liability shall be limited to an equitable adjustment and payment for materials and related services authorized by and received to the satisfaction of the City prior to termination.

**18. Assignment:**

All of the terms, conditions and provisions of this Contract, and any amendments thereto, shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns. The Vendor shall not assign this Contract without the written consent of the City which will not be unreasonably withheld.

**19. Boycott of Israel (NRS 332.065) (This Section  IS  IS NOT Applicable to this bid):**

Pursuant to NRS 332.065 any Contract entered into under NRS Chapter 332 in which the estimated annual dollar amount exceeds \$50,000 will require written certification that the bidder is not, and will not be, engaged in a Boycott of Israel throughout the duration of the Contract. The term “Boycott of Israel” has the meaning ascribed in NRS 332.065(5). Bidder certifies that it is not, and will not be, engaged in a Boycott of Israel throughout the duration of the Contract.



---

**20. Entire Contract:**

This Contract constitutes the entire agreement of the parties and shall supersede all prior offers, negotiations, agreements and contracts whether written or oral. Any modifications to the terms and conditions of this Contract must be in writing and signed by both parties.

**21. Severability:**

If any part of this Contract is found to be void it will not affect the validity of the remaining terms of this Contract which will remain in full force and effect.

**22. Headings:**

Paragraph titles or captions contained in this Contract are inserted only as a matter of convenience and for reference only, and in no way define, limit, extend, or describe the scope of this Contract or the intent of any provision thereof.

**23. Singular Includes the Plural; Gender; Title Reference:**

Whenever the singular number is used in this Contract and when required by the context, the same shall include the plural, and the use of any gender, be it masculine, feminine or neuter, shall include all of the genders, and the word "person" or "entity" shall include corporation, firm, partnership, or any other combination or association.

The use of the title "Bidder", "Vendor", "Contractor" or "Consultant" within this contract or associated bid document(s) shall be deemed interchangeable and shall refer to the person or entity with whom the City of Sparks is contracting for the service or product referenced within this contract.

**24. Execution:**

The parties agree to execute such additional documents and to take such additional actions as are reasonably necessary or desirable to carry out the purposes hereof. They also agree, acknowledge and represent that all corporate authorizations have been obtained for the execution of this Contract and for the compliance with each and every term hereof. Each undersigned officer, representative or employee represents that he or she has the authority to execute this Contract on behalf of the party for whom he or she is signing.

**THIS SPACE LEFT INTENTIONALLY BLANK**



IN WITNESS WHEREOF, the City of Sparks has caused this Contract to be executed by its officers thereunto duly authorized and the Consultant has subscribed same, all on the day and year first above written.

\_\_\_\_\_  
(Vendor)

CITY OF SPARKS, NEVADA  
A Municipal Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Title)

APPROVED AS TO FORM

ATTEST:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Clerk (As Required)





---

**Attachment A**

THIS (optional) SPACE TO BE USED TO ATTACH VENDOR PROPOSAL OR TO DEFINE THE SPECIFIC SCOPE OF WORK FOR THIS CONTRACT