Fort Bend County Tabulation BID 22-097 Purchase of Ambulance Modules

Recommendation: Frazer LTD (funding: American Rescue Plan Act)

Item Description		Unit Bid Price				
		per Module				
Frazer, LTD Houston	\$	194,605.33				
Siddons Martin Emergency Group, LLC Houston	\$	331,267.00				



COUNTY PURCHASING AGENT

Fort Bend County, Texas

Vendor Information

Jaime Kovar Purchasing Agent

Office (281-341-8640

Legal Company Name (top line of W9)	Frazer, Ltd				
Business Name (if different from legal name)					
Federal ID # or S.S. #	74-1261318	DUNS#	JEI: M23ATR8H4P	55 CAG	E: GUUM
Solice States Sites	Corporation/LLC	× Partr		Age in B	
Type of Business	Sole Proprietor/Individual		Exempt Organization	66 year	3
Publicly Traded Business	X_NoYes Ticker Sy	mbol		J	
Remittance Address	7219 Rampart St	·			
City/State/Zip	Houston, TX 7'	7081			
Physical Address	7219 Rampart S	t.			
City/State/Zip	Houston, TX 7				
Phone/Fax Number	Phone: 281-830-6343	Fax: <u>7</u>	13-995-0541		
Contact Person	Paul BROWN				
E-mail	Phowne FrezzeRict. Com				
Check all that apply to the	DBE-Disadvantaged Business Enterpri		6 .16 .1 //	Cert Date	Exp Date
company listed above and	SBE-Small Business Enterprise	72	Certification # Certification #	 £	
provide certification number.	HUB-Texas Historically Underutilized	Business	Certification # 17412613/880	0 12/3/21	11/30/22
number.	WBE-Women's Business Enterprise		Certification # 2005114336	11/30/2009	11/30/22
C	<\$500,000	\$500,	000-\$4,999,999		
Company's gross annual receipts	\$5,000,000-\$16,999,999	\$17,0	00,000-\$22,399,999		
receipts	>\$22,400,000		11/2		
NAICs codes (Please enter all that apply)	336211				
Signature of	1_				
Authorized	Vanley				
Representative	Fame !				
Printed Name	Paul Brown				
Title	REGIONAL SALES MANAGE!	2			
Date	9/15/22				

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

Fort Bend County, Texas Invitation for Bid



Purchase of Ambulance Modules BID 22-097

SUBMIT BIDS TO:

Fort Bend County Purchasing Department 301 Jackson, Suite 201 Richmond, TX 77469

Note: All correspondence must include the term "Purchasing Department" in address to assist in proper delivery.

SUBMIT NO LATER THAN:

Tuesday, September 20, 2022 2:00 PM (Central)

LABEL ENVELOPE:

BID 22-097 Ambulance Modules

ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE OF FORT BEND COUNTY BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.

BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND READ ALOUDE.

BIDS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.

Results will not be given by phone. Results will be provided to bidder in writing after the Commissioners Court awards.

Requests for information must be in writing and directed to:
Cheryl Krejci, CPPB
Assistant Purchasing Agent
Cheryl.Krejci@fortbendcountytx.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no Later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

Prepared: 8/30/2022 Issued: 9/04/2022

1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of correction fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change. All response, typed or written, information must be clear and legible.

If a pricing form in Excel is included and posted on the County website amongst this bid document, the Vendor must download, complete and save the Excel file of the pricing form on a flash drive. The Excel file on the flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's tabulation. The flash drive must be included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the pricing form.

- Bid Returns: Bidders must return completed bid documents to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 PM on the date specified, unless stated otherwise on page one. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Department, 301 Jackson, Richmond, Texas 77469.
- 1.6 Governing Document: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 Addenda: No interpretation of the meaning of the drawings, specifications or

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other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Cheryl Krejci, Assistant County Purchasing Agent, 301, Jackson, Suite 201, Richmond, Texas, 77469, E-mail: Cheryl.Krejci@fortbendcountytx.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include it in the returned bid package. Deadline for submission of questions and/or clarification is no later than **Tuesday**, **September 13**, **2022 at 9:00AM** (**CST**) Requests received after the deadline will not be responded to due to the time constraints of this bid process.

- 1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.
- 1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

- 1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.
- Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", a bidder must provide to Fort Bend County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.

- 1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Vendors bidding "or equal" items are required to provide manufacturer's specifications of both, the specified item and the "equal to" item, and documentation proving equality. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.
- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 Term Contracts: If the Contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.21 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.22 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for Fort Bend County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.23 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.24 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the

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- needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.25 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if Fort Bend County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.
- 1.26 Awards: Fort Bend County reserves the right to award this Contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning its responsibility.
- 1.27 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.28 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.29 Contract Obligation: Fort Bend County Commissioners Court must award the Contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the Contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.30 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for

- instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.
- 1.31 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.
- 1.32 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.33 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.34 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.35 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

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1.36 Modifications: This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

2.0 TERMS & CONDITIONS:

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.
- 2.7 Invoices and Payments:
 - 2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices

- shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.
- 2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.
- 2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.
- 2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
- 2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

- 2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.
- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

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- 2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes

effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trace shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial

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Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

- 2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) vendor to provide ambulance modules for Fort Bend County EMS which meet or exceed the specifications as stated herein. This project may be totally or partially funded with federal funds. Respondent is responsible for complying with any and all federal and state rules and regulations.

4.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

4.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

4.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

5.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

6.0 TEXAS ETHICS COMMISSION FORM 1295:

6.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.906. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/filinginfo/1295/

6.2 On-line instructions:

- 6.2.1 Name of governmental entity is to read: Fort Bend County.
- 6.2.2 Identification number used by the governmental entity is: B22-097.
- 6.2.3 Description is the title of the solicitation: Ambulance Modules.
- 6.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

7.0 SPECIFICATIONS:

Specifications are included in Exhibit A.

8.0 PURCHASE ORDER, QUANTITY AND DELIVERY:

The contractor shall not provide products and/or services without a Fort Bend County Purchase Order. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future

Initials of Bidder: 73

deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law.

An estimated number of fifteen (15) ambulance modules will be ordered under this contract and will be manufactured and installed by the module provider on chassis provided by Fort Bend County and picked up by the County no later than September 30, 2023.

9.0 BID PRICE:

Provide your bid price for each ambulance module to include delivery as described above.

10.0 TERM OF CONTRACT:

The term of this contract is for the period through September 30, 2023. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

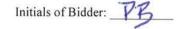
11.0 AWARD:

This contract will be awarded to the lowest and best bidder meeting specifications.

12.0 SOCIOECONOMIC CONTRACTING:

If Respondent intends to subcontract any work related to this RFP and the subsequent contract, Respondent must, pursuant to 2 C.F.R. § 200.321, take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

- 12.1 Solicitation Lists. The Contractor must place small and minority businesses and women's business enterprises on solicitation lists.
- 12.2 Solicitations. The Contractor must assure that it solicits small and minority businesses and women's business enterprises whenever they are potential sources.
- 12.3 Dividing Requirements. The Contractor must divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
- 12.4 Delivery Schedules. The Contractor must establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises.
- 12.5 Obtaining Assistance. The Contractor must use 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.



18.0 REQUIRED FORMS:

All bidders are required to complete the attached and return with their submission:

- 18.1 Vendor Form
- 18.2 W9 Form
- 18.3 Tax Form/Debt/Residence Certification
- 18.4 Suspension/Debarment Certification
- 18.5 Anti-Lobbying Certification

19.0 EXHIBITS:

- 19.1 Exhibit A Ambulance Module Specifications
- 19.2 Exhibit B Federal Clauses
- 19.3 Exhibit C Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower-Tier Covered Transactions
- 19.4 Exhibit D Certification for Contracts, Grants, Loans and Cooperative Contracts

Contract Sheet Bid 22-097

THE STATE OF TEXAS COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 27 day of September , 2022,
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by
County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court, and
Frazer LTD (hereinafter designated Contractor).
(company name)
WITNESSETH:
The Contractor and the County agree that the bid and specifications for the Purchase of Ambulance Modules
are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall
constitute the full agreement and contract between parties and for furnishing the items set out and described; the
County agrees to pay the prices stipulated in the accepted bid.
It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a
purchase order authorizing the items desired has been issued.
Executed at Richmond, Texas this 27th day of September 20 22.
Fort Bend County, Texas
By: County Judge KP George County Judge, KP George
By: Signature of Contractor
By: Aut Brown REGIONAL SALES MAN AGER Printed Name and Title

COUNTY PURCHASING AGENT

Fort Bend County, Texas



(281) 341-8640 Fax (281) 341-8645

September 8, 2022

TO: All Prospective Bidders

RE: Addendum No.1 – Fort Bend County Bid 22-097 – Purchase of Ambulance Modules

Addendum 1:

Attached is the Addendum No. 1. Vendors are to download and provide the Addendum No. 1 with their solicitation response. Changes (*) have been made to the Exhibit A. Required Specifications

Immediately upon your receipt of this addendum, please fill out the following information and email this page to Cheryl Krejci at Cheryl.Krejci@fortbendcountytx.gov

Company Name

Signature of person receiving addendum

If you have any questions, please contact this office.

Sincerely,

Cheryl Krejci

Assistant Purchasing Agent

Form W-9

(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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	2 Business name/disregarded entity name, if different from above		····	<u>.</u>							
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single-member LLC Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check the LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for J.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner. Other (see instructions) The distribution of the single-member LLC that is disregarded from the owner of the LLC is another LLC that is not disregarded from the owner for J.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner. Other (see instructions) Requester's name					Exemption from FATCA reporting code (If any)						
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after they were published, go to www.irs.gov/FormW9. • Form 1099-S (proceeds from real estate transactions)											
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TAX FORM/DEBT/ RESIDENCE CERTIFICATION (for Advertised Projects)

Taxpay	ver Identification Number (T.I.N.): 74-1261318
	any Name submitting Bid/Proposal: Frazer Ltd
Mailing	g Address: 7219 Rampart Street Houston TX 77081
Are you	u registered to do business in the State of Texas? Yes No
	are an individual, list the names and addresses of any partnership of which you are a general partner or any ed name(s) under which you operate your business
I.	Property: List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)
Fort Be	Property address or location** A Property address or location**
** For	is the property account identification number assigned by the Fort Bend County Appraisal District. real property, specify the property address or legal description. For business personal property, specify the ress where the property is located. For example, office equipment will normally be at your office, but inventory
may II.	be stored at a warehouse or other location. Fort Bend County Debt - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?
ш.	Yes No If yes, attach a separate page explaining the debt. Residence Certification - Pursuant to Texas Government Code §2252.001 et seq., as amended, Fort Bend County requests Residence Certification. §2252.001 et seq. of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:
	(3) "Nonresident bidder" refers to a person who is not a resident.
	(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.
	I certify that Frazer Ltd is a Resident Bidder of Texas as defined in Government Code [Company Name] §2252.001.
	I certify that is a Nonresident Bidder as defined in Government Code [Company Name] §2252.001 and our principal place of business is [City and State]
	[City and State]

CERTIFICATION

OF RESTRICTIONS ON LOBBYING

(Required for contracts over \$100,000.)

1, Paul BROWN	regional SAISS	MANAGENERE by certify on behalf of
the FRAZER LTO	(Title)	
	37.3	, that:
(Company	Name)	

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement, contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for Federal assistance, federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL: "Disclosure of Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 49 CFR Part 20.110.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The undersigned understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 49 CFR Part 20.110. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this	day of <u>September</u> , 2022.
Signed:	Herry
Printed Name:	Paul Brown
Company Name:	TRAZER LTO

NOT APPICABLE

Approved by OMB 0348-0046

Disclosure of Lobbying ActivitiesComplete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See following page for public burden disclosure)

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award		3. Report Type:			
4. Name and Address of Reporting E Prime Subawardee Tier, if	**************************************	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:				
Congressional District, if known: 6. Federal Department/Agency:		Congressional District, if known: 7. Federal Program Name/Description: CFDA Number, if applicable:				
8. Federal Action Number, if known:		9. Award Amount, if known: \$				
10. a. Name and Address of Lobbying (if individual, last name, first name		b. Individuals I different from No (last name, fir				
11. Information requested through this for title 31 U.S.C. section 1352. This disclosure activities is a material representation of fact reliance was placed by the tier above when was made or entered into. This disclosure is pursuant to 31 U.S.C. 1352. This information to the Congress semi-annually and will be inspection. Any person who fails to file the disclosure shall be subject to a civil penalty \$10,000 and not more than \$100,000 for each	e of lobbying et upon which this transaction s required on will be reported available for public required of not less than	Print Name: J. Devier Word Title: President				
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)				

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.
- 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.
- 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, scarching 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

EXHIBIT A REQUIRED SPECIFICATIONS

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Fort Bend County RFP 22-065

42.	12 Volt DC Electrical Power:	14
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Type:

1.1. Ambulance units are to be new, current production models. Each unit is designed so that the cab/chassis and the mounted, detachable, module, as described herein, shall conform nominally to a Type I, Class I, unit as described by CAAS Ground Vehicle Standard v2.0. In the event of any conflict between this detailed specification and the referenced guideline, this specification shall prevail without exception.

General Conformance:

1.2. Each unit shall generally conform to CAAS Ground Vehicle Standard v2.0. Should CAAS Ground Vehicle Standard v2.0 certification be required, a copy of such certification must be available for inspection.

Manufacturer's Prior Experience:

1.3. The vendor shall have prior experience in the construction of ambulances with generator powered modules. A list of at least 25 services currently using modules in which the generator is the primary source of all module power shall be submitted with the bid. Failure to provide a list of customers with generator powered modules in use may be sufficient cause for rejection of the bid.

Ambulance Inspection:

1.4. Each ambulance may be inspected before shipment to determine compliance with the specifications and to test its ability to perform its intended use. Successful vendor shall provide notification of the expected completion date not less than ten (10) working days prior to actual completion.

Delivery:

- 1.5. A representative of the vendor shall coordinate final inspection of the ambulances at the factory. Representatives of Fort Bend County will inspect and take delivery from the factory.
- 1.6. The vendor shall be required to demonstrate for each completed ambulance that the mechanical and electrical systems are to specifications and operating correctly.
- 1.7. Further the vendor shall provide hands-on instruction on proper maintenance procedures for each vehicle and provide one (1) copy of a comprehensive maintenance/parts manual for components, generator parts, and servicing information.

Parts/Labor Warranty Terms:

- 1.8. The bidder must provide a current warranty statement with the bid, and, at a minimum the statement must provide a lifetime module structural and electrical warranty.
- 1.9. Component warranties will be passed through. All exclusions for misuse, wrecks, abuse, and so forth, apply.

Chassis Specifications

- 1.10. 2023 RAM 3500 Diesel or equal:
- 1.11. Must be/have/include:
 - 1.11.1. 2023 RAM 3500, Diesel or equal,
 - 1.11.2. 4x2, Regular Cab, 84" Cab to Axle, Dodge White (PW7) or equal

1.11.3. ambulance prep package
1.11.4. Heat Shielding for Diesel Chassis
1.11.5. Oxford white paint
1.11.6. Chassis Steps: ArcRite or equal with Sure Grip
1.11.7. vinyl flooring (carpet delete)
1.11.8. steel wheels
1.11.9. spare wheel and tire

Chassis Cab

- 1.12. An aluminum, powder coated console shall be provided to house switches for emergency lights, scene lights, module interior lights, rear load lights, and other switchable items.
- 1.13. Two (2) adjustable Havis brand, or equivalent, arm rest shall be mounted on the side of the console.
- 1.14. Aluminum storage pocket capable of holding a 3" binder shall be attached to the rear of the console.
- 1.15. Aluminum cup holder capable of holding two (2) drinks shall be attached to the front of the console.
- 1.16. Two (2) 100 watt siren speakers, two (2) Whelen M4 series LED clear grille lights or equal and two (2) Whelen M4 LED red intersection lights or equal shall be provided and installed on a black powder coated, fully welded (not bolted together) steel bumper.
- 1.17. Two (2) Whelen M4 series LED red lights or equal shall be installed on the truck fender of each unit just aft of the headlights.
- 1.18. Each chassis shall have a back-up alarm and mud flaps.
- 1.19. Each chassis shall have LiquidSpring or equal rear axle suspension with control panel mounted on dashboard. A dump bypass switch shall be provided that is easily accessible at the rear doors of each module.
- 1.20. In order to improve the ride quality and extend the life of the tires, all six (6) wheels and tires shall be RoadForce matched and balanced using RoadForce Elite equipment. NO SUBSTITUTES
- 1.21. Stainless steel wheel covers shall be furnished and installed.
- 1.22. A Voyager brand, or equivalent, camera system shall be provided and installed with one (1) camera mounted on the rear wall of each module (back-up camera) and one (1) camera inside each patient compartment on the ceiling. There shall be a 7" LED screen mounted in each chassis. System will be non-recording.
- 1.23. Secure-Idle brand, or equivalent, anti-theft system shall be installed in each unit.
- 1.24. Chassis seats shall be received with a heavy duty vinyl material. Original stitch patterns shall be followed as to provide the appearance of OEM material
- 1.25. HAAS Alert Responder-2-Vehicle digital alerting system with three (3) year subscription shall be provided and installed. NO SUBSTITUTES

Module Specification Scope:

1.26. This specification describes an advanced module where the electrical and environmental systems operate independently of the cab-chassis electrical and environmental systems.

Module Mounting:

- 1.27. Each module shall be mounted to the truck chassis at ten (10) tie down locations five each side of the frame.
- 1.28. Tie down locations shall comply with the chassis manufacturer's recommendations. Mounting plates shall be 3/8" x 4" x 10" steel plates bolted to the module base frame, then bolted to the chassis rails with 5/8" grade 8 bolts (minimum 4 bolts per tie-down location).
- 1.29. This mounting system conforms to the chassis manufacturer's recommendation for mounting second unit bodies (modules) weighing over 1800 lb.

Module Construction:

- 1.30. The base frame shall be constructed of 3" x 1 1/2" x 3/16" wall tubing and 3" x 3/16" wall channel. In order to limit unnecessary weight and to maintain structural strength, 6061 T6 alloy aluminum shall be used. The driver's side, passenger side, front walls, and roof structure shall be 1 1/2" x 2" x .125" tubing on 14" centers. Double tube members shall be located at all vertical corners and single tube members shall be located at all horizontal corners eliminating void areas in the corners and thereby increasing structural strength. All structural members shall have full welds at each 90° joint. The rear wall structure shall be 2" x 2 1/2" x .125" tubing.
- 1.31. The roof and side body panels shall be minimum .080 sheet aluminum attached firmly by VHB tape (3M or equal). Short radius trim shall cover all edges. The body shall be of sufficient strength to pass the static load test referenced in CAAS Ground Vehicle Standard v2.0.
- 1.32. Aluminum 1/4" and 3/8" plates shall be welded to the wall, ceiling, and floor structures to provide firm securing for installed equipment (cabinets, benches, chairs, cylinders, hand rails, seat belts, etc.).

Fill Tube Enclosure:

1.33. Fuel fill tubes, fully recessed, shall be provided. The design shall be in strict compliance with FMVSS #301. Fuel caps must be flush with the module.

Stone Guards:

1.34. Aluminum Treadbrite or equal stone guards shall be located on all four lower outside corners of each module. Stone guards shall be formed to fit the corner structure.

Wheel Well Trim:

1.35. Aluminum Treadbrite or equal wheel well plates or equal shall be provided at each rear wheel.

Overall Module Exterior Dimensions:

- 1.36. Length: Shall 144 5/8" not including rear bumper or emergency lighting.
- 1.37. Width: Shall be 96 1/4" not including emergency lighting or scene lighting.
- 1.38. Height; Shall be 90 1/4" not including antennae.

Exterior Doors:

- 1.39. All exterior module doors shall have FMVSS 206 approved automotive-style door handles. Eberhard brand automotive style latches with free floating handle is preferred. Each door with this style latch will have an access panel on the door to easily service the latch.
- 1.40. Compartment doors shall be constructed of .100" aluminum formed to provide a 1 1/2" thick door. Entrance doors shall be constructed of .100" aluminum formed to provide a 2" thick door. Doors shall close on an automotive type weather strip providing watertight integrity (Unigrip SD-352, or equivalent).
- 1.41. All doors, except that for the HVAC compartment door, shall be insulated with a composite sound-dampening and thermal insulating material. Entrance doors shall have a horizontal reinforcement plate to retain the inside grab handle. Compartment door panels shall have an inside covering attached to the outer door lip.
- 1.42. Entry door panels shall have an inside covering attached to the outer door lip. Each entrance door shall have a 12" long, 1 1/4" diameter stainless steel grab handle. Each rear door shall have a door hold open device (Cast Products "Grabber" or equal) mounted into aluminum plate behind the exterior skin.

Drip Rails:

1.43. There shall be a J channel style drip rail over all doors with the exception of the HVAC compartment door.

Patient Compartment Access:

- 1.44. Access to the patient area shall be provided by a passenger side door and two rear doors. The passenger side door opening shall be located at the passenger's side front corner of each module and shall be a minimum of 74" high and 30" wide. The passenger's side wall shall have a minimum 4" body drop forward of the rear wheels. The step well into each module shall be a double –step type. The rear doors shall provide a minimum opening of 56" in height and 48" in width. The passenger side door and right rear door shall have inside and outside lockable door handles. All doors shall be equipped with two point latch assemblies complying with FMVSS 206. An aluminum sheet shall be provided at the rear entrance door sill for protection of floor covering and covered with 3M (or equivalent) non-skid tape. All door latches shall be bolted with self-locking nuts. In no instance will cables be allowed for linkage between the latch points and release handle. FMVSS 206 approved automotive style connecting rods with adjustability are required.
- 1.45. Patient area access doors shall have emergency release mechanisms to override the latches in the event of a failure.
- 1.46. Door hinges shall be stainless steel hinge with minimum 3/16" stainless steel pin. The passenger side door shall have a hold open device mounted at the top. Passenger side doorstep shall be lined with .100" aluminum and covered with (3M or equivalent) non-skid tape.
- 1.47. Padded vinyl covered head bumpers shall be above both doorways.

Exterior Windows:

- 1.48. Passenger side door and rear doors shall have tinted, double-pane, sliding windows with screens. The door window area shall be a minimum 16" high. The window framing shall be extruded aluminum with an inner and outer frame for clamping type installation.
- 1.49. Privacy film shall be applied to these windows; shall have 5% transparency.

Exterior Compartments:

- 1.50. Wherever shelving is used in the exterior compartments they shall be adjustable using a unistrut track.
- 1.51. All exterior compartments with the exception of the HVAC and rear backboard compartments shall have LED strip lighting with magnetic switching.
- 1.52. All exterior compartments with the exception of the HVAC and rear backboard compartments shall have gas shock hold opens.

1.53. Exterior Compartment A: Oxygen:

- 1.53.1. Furnish and install stand-up O2 compartment with ZICO or equal O2 bottle lift for <M or II> cylinder, wired to disable Liquid Spring dump feature when compartment door is open; install switch on door panel; long lower storage compartment to be shortened and O2 compartment will be taller (up to shelf level on inside) with fixed/removable shelf above bottle lift; add a cutout (8x8) and hinged lexan or equal door on stainless to access regulator from inside.
- 1.53.2. One (1) cylinder changing wrench shall be installed in this compartment on a retractable chain.

1.54. Exterior Compartment B: Electrical:

1.54.1. Approximate I.D. Is 24 3/8" wide x 41 3/8" high x 21" deep. This compartment shall be located at the floor line of each module on the driver's side between the Oxygen and Miscellaneous compartments. There shall be a comprehensive electrical schematic attached to the inner door panel that represents the components specific to the particular vehicle. This compartment shall be lighted.

1.55. Exterior Compartment C: Miscellaneous:

1.55.1. Approximate LD. Is 30 3/16" wide x 45 3/8" high x 21" deep. This compartment shall be located aft of the electrical compartment. This compartment shall have a full height vertical divider to accommodate storage of a Stryker stair chair. This compartment shall be lighted.

1.56. Exterior Compartment D: Lower Rear Driver's Side:

1.56.1. Approximate I.D. Is 34" wide x 35" high x 21" deep. This compartment shall be located at the extreme rear of the module on the lower driver's side. This compartment shall be lighted.

1.57. Exterior Compartment E: Horizontal Backboard Storage:

1.57.1. Approximate I.D. is 19" wide x 7" high x 72" deep. This compartment shall be located at the rear of the module on the passenger side and sit on top of the wheel well. The door shall be located next to the rear exterior doors and be hinged at the right side (passenger side).

1.58. Exterior Compartment F: Lower Rear Passenger Side:

1.58.1. Approximate I.D. is 37 1/2" wide x 23" deep x 21 1/2" high. This compartment shall be located at the extreme rear of the module on the lower passenger side. This

compartment shall have one shelf that is easily adjustable in height to include removal, if necessary. This compartment shall be lighted.

1.59. Exterior Compartment G: Passenger Side Interior/Exterior Access:

- 1.59.1. Approximate I.D. Is 33 3/4" wide x 39 1/2" high x 21" deep. This compartment shall be located in front of the passenger side entry door. There shall be an area below floor level approximately 33 3/4" wide x 18 1/2" high x 21" deep accessible from outside the module only. The floor shall extend to the door to provide a division between the inside and lower outside sections.
- 1.59.2. The outside access door shall be hinged at the forward edge of the compartment. The interior shall be open for access to the equipment stored inside with an interior access door. The shelf of the compartment shall have an anti-skid mat. This compartment shall be lighted.

Locking System:

- 1.60. All compartment and patient access doors shall be keyed alike. The HVAC compartment service door shall be keyed differently from the module compartment and access doors.
- 1.61. All compartment and patient access doors shall have electric lock actuators with the exception of the rear backboard, HVAC, and electrical compartments. These actuators shall be wired to the OEM key fobs and a hidden switch that is located at the driver's side rear corner of the module beneath the bumper and shall be weather proof.

Interior Body Module:

- 1.62. Approximate Overall Interior Dimension:
 - 1.62.1. Length: Measured from the front wall to the rear doors shall be 124". A minimum of 15" of unobstructed space at the head of the technician's seat to the forward edge of the cot shall be provided.
 - 1.62.2. Width: Shall be 93" wall to wall. The width of the compartment at the wheel well shall be a minimum of 49".
 - 1.62.3. Height: Shall be a minimum of 67" measured from floor to ceiling,

Interior Body Insulation:

1.63. Interior body shall be insulated with a composite sound-dampening and thermal insulating material applied to the roof and four (4) side walls and all compartment and module entry doors. All requirements for self-extinguishment shall be met.

Interior Floor and Covering:

1.64. Interior floor underlayment shall be a composite material consisting of two (2) prefinished aluminum cover sheets heat-bonded to a core made of polyethylene plastic. Vinyl flooring shall extend up side-walls approximately 4" and have a smooth radius from floor to sidewall. Vinyl flooring shall be Lonscal "Loncoin II Onyx", or equivalent. Plywood or wood products are not acceptable.

Interior Trim and Lining:

- 1.65. Upper walls shall be covered with Fiberglass Reinforced Product (FRP).
- 1.66. The material furnished shall be completely smooth and shall be white.

1.67. The squad bench, the area from the action wall level down from the rear of the unit to the front of the unit, and the CPR seat shall be covered in stainless steel.

Module Ceiling:

1.68. Interior ceiling shall be attached to the roof structure providing a void area for recessing LEDs and other fixtures and allowing for easy access to wiring and coax. Ceiling shall be white in color.

Interior Cabinets/Areas:

- 1.69. All dimensions as stated are approximate. Construction material shall be .100" aluminum.
- 1.70. Interior aluminum cabinets shall be finished with white powder coating. Exposed edges and corners shall be covered with padding as necessary. Metal plates welded to the wall or ceiling structures are not required in areas in which direct screw fastening to the structural frame can be accomplished.
- 1.71. These cabinets shall be equipped with Austin Hardware Life Defender doors or equal.

1.72. Cabinet #1: Passenger Side Inside/Outside:

- 1.72.1. Approximate I.D. shall be 33" wide x 34" high x 21" deep. It shall have one shelf creating two equal levels of storage. One (1) medical grade 120VAC power strip shall be installed inside this cabinet on the forward wall.
- 1.72.2. Onc (1) bracket capable of securing two (2) "D" oxygen cylinders shall be installed inside this cabinet.

1.73. Cabinet #2: Driver's Side Action Wall/Counter top:

- 1.73.1. A false wall (45" wide x 23" high x 4" deep) shall be provided to hide radio wiring/cabling, electrical wiring, oxygen hoses, suction hoses, etc. Functions located on this wall are suction, two (2) oxygen outlets, one (1) Kussmaul or equal USB receptacle, and a quad 120 volt outlet. There shall be a hinged aluminum panel to provide access to the area behind the false wall without removal.
- 1.73.2. A stainless steel counter top shall be provided that is 56" wide x 17" deep with a 1/2" lip. Λ sharps container shall be located above the counter top.

1.73.3. Area #3: Driver's Side Corner:

1.73.3.1. Approximate 1.D. shall be 21" wide x 24" high x 21" deep, located between cabinet #2 and #5 and on top of compartment (Λ) creating an open corner space. A mid-line shelf with a 1" lip shall be installed.

1.73.4. Cabinet #4: Waste Basket:

1.73.4.1. Approximate LD, shall be 21" wide x 7 1/2" deep x 10" high, forward of the inside/outside compartment. There shall be a 12" wide x 6" deep opening centered on the top to secure a wastebasket. There shall be a wastebasket provided. Bench seat padding shall not cover this area.

1.73.5. Cabinet #5: Front Wall:

1.73.5.1. Approximate I.D. shall be 20" wide x 71" high x 12" deep. This cabinet shall be secured to the front wall and ceiling. It shall be located on the driver's side of the pass-through window and shall have storage for a Knox MedVault, or equal Six horizontal shelves shall create seven 8" high spaces.

Passenger Side Bench Seat:

- 1.74. The bench seat shall be approximately 74" long x 16" high from the floor x 21" wide with three (3) self-retracting seat belt sets for secondary patient restraint. The bench seat shall be padded with 3" seamless foam bottom and two (2) back and headrest cushions. The designated seated positions at the bench seat shall be located at the middle and aft positions, and each shall have a six (6) point harness system. All cushions shall be attached by magnets and shall be removable. No Velcro or screws can be used for means of attachment. Cushion color shall be specified by Fort Bend County.
- 1.75. Furnish and install one (1) 22-section acrylic organizer (Paramedic Design PD-1, or equivalent). The organizer shall have a white backing with clear organizers. The organizer shall be mounted to the wall forward of the back cushions at the squad bench.
- 1.76. One (1) sharps container and bracket shall be mounted on squad bench wall below the acrylic organizer mentioned above.

Technician's Seat (Captain's Chair):

1.77. This chair shall be a scamless, vinyl-covered high back "Captain's Chair" with fold-down arm rests (Wise or equivalent). It shall be mounted on a 360 degree swivel base, be capable of adjustment forward and aft, and have a minimum four (4) point harness. Swivel base shall lock fore and aft. Cushion color shall be specified by Fort Bend County.

Driver's Side "CPR Seat"

1.78. This CPR seat shall have a seamless foam seat cushion over an aluminum base that is 40" long x 22" wide. The location of the CPR seat shall be 45" forward of the rear wall of the module. A 2" foam padded backrest shall be required. All cushions must be removable. No Velcro or screws can be used for means of attachment. The aluminum lid of the seat shall lift to access storage that is approximately 42" wide x 20 1/4" deep x 7 3/4" high and shall have a latching assembly to prevent the lid from opening inadvertently. There shall be a minimum of one (1) six (6) point harness at this seating location.

Miscellaneous Equipment:

- 1.79. Overhead Safety Bar and Grab Handles:
 - 1.79.1. All grab bars shall be powder coated "safety yellow" color.
 - 1.79.2. Two (2) stainless steel overhead safety bar 72" long x 1 1/4" diameter shall be installed slightly off center over the stretcher.
 - 1.79.3. Two (2) stainless steel overhead safety bars 36" long x 1 1/4" diameter shall be installed forward of the captain's chair.
- 1.80. On the inside surface of the passenger side door shall be provided one 30" long x 1 1/4" diameter angled stainless grab rail. On the rear wall above the bench seat shall be provided one 12" long x 1 1/4" diameter stainless grab handle. On the inside surface of each rear door shall be provided one 12" long x 1 1/4" diameter stainless grab handle.

Stretcher Fasteners:

1.81. Aluminum plates shall be welded into the floor structure to secure all stretcher fasteners and brackets using stretcher manufacturer's approved bolting means.

- 1.82. Two (2) Stryker Power Load fastening systems or equal shall be provided to the successful vendor for installation. Installation of these fastening systems shall be included with the bid price.
- 1.83. Floor plates for each single position stretcher fastener shall be flush mounted in the floor of each module and provided with a watertight seal. Stainless steel floor plates shall be provided to prevent the stretcher wheels from damaging the floor.

Suction:

1.84. An electrically operated suction pump (SSCOR SB-90120 system or equivalent) shall be provided in each module. Each complete system and installation shall be per manufacturer's instructions. Each system shall be wired to an automated fail-safe circuit that will provide 12VDC power in the instance that there is a chassis failure or a generator failure.

IV Hangers:

1.85. Two (2) ceiling mounted, near-flush, rubber IV holders (Cast Products, or equal) with straps shall be provided. The ceiling holders shall be located between the waist and knee at both the primary and secondary patient locations.

Wall Mount Supply Holders

- 1.86. An acrylic EMS supply container with multiple openings (made of white acrylic backing with clear acrylic pockets) shall be provided and located forward of the CPR seat.
- 1.87. The container shall be mounted onto Cabinet #2 (forward of the CPR seat). Overall width shall be 11 1/2" and height shall be 21 1/2", with five (5) openings provided in two rows. The top row shall contain two (2) openings, and the bottom row shall contain three (3) openings. All five (5) openings shall be 4 1/4" high.

Oxygen System:

- 1.88. The oxygen system in each module shall consist of the following equipment that shall be installed and made ready in accordance with C.G.A. pamphlet G-4.1 and National Standards for Medical Grade Oxygen Service. All hose and tubing shall be approved for medical oxygen service with a minimum rating of not less than 150 PSI.
- 1.89. Four (4) outlets shall be provided: two (2) shall be located at the action wall, one (1) shall be located above the front inside/outside counter top, and one (1) in the ceiling over the stretcher. All holes through which system tubing must travel shall be lined with rubber grommets. Tubing shall be covered with loom.

Module Heating and Air Conditioning:

1.90. Heating and air conditioning shall comply with CAAS Ground Vehicle Standard v2.0 for performance in both the driver and patient area. The system for each module shall provide total environmental temperature control through a 120 VAC heating-cooling unit which can operate in ambient temperatures ranging from 0 degrees to 110 degrees F. The HVAC unit thermostat controls shall be located at the action wall, NO SUBSTITUTIONS

- 1.91. The HVAC unit must be installed at the rear driver's side of the module with an exterior access door to allow complete change-out in less than one (1) hour. This HVAC unit shall operate completely independently from the chassis HVAC system and shall be capable of running while the unit is plugged into shore power as well as when the under-hood generator system is running. NO EXCEPTIONS
- 1.92. The patient compartment unit shall process air through a disposable air filter and then through the coil of the unit. The unit must drain condensate through tubes from the unit to the bottom outside of the unit. There shall be two (2) adjustable louvers for adequate air volume and direction. NO EXCEPTIONS

Air Conditioner/Heat unit:

- 1.93. Each module air conditioner/heat unit shall be a 15,000 BTU 120 VAC self-contained air conditioner unit with a 2.5 kW heat strip. Air circulation shall be provided through a blower. This unit is completely separate from the chassis factory (12 volt) air conditioner. It shall come with a four (4) year parts and labor warranty and shall be certified for EPA 2010 requirements with 410A coolant. NO EXCEPTIONS
- 1.94. Unit must come with UV lamps in the air conditioner plenum for air purification. NO EXCEPTIONS

Electrical Equipment:

1.95. All wiring shall be stranded copper with thermoplastic insulation and sized for amp load connected in accordance with S.A.E. standards, minimum size 14 gauge. Wires shall extend from wiring panel to a ceiling panel. Whenever possible wires shall be run in loom and where wire passes through metal panels, insulating grommets shall be provided.

Connections:

- 1.96. Electrical connections for the body module shall be provided with screw connections in such a manner as to permit transfer of the module from one cab and chassis to another without having to cut or splice wires.
- 1.97. All wiring shall be color and/or function coded and routed in high temperature conduit or loom conforming to SAE J562 as applicable. All wiring shall be located in an accessible, enclosed, and protected location and kept at least six (6) inches away from exhaust system components.
- 1.98. Electrical wiring and components shall not terminate in the oxygen storage compartment (A). All conduit, loom and wiring shall be secured to the body or frame with insulated metal cable straps in order to prevent sagging and movement which may result in chafing, pinching, snagging or other damage. All apertures on the module shall have grommets for passing wire to conform to SAE 1292. The module electrical panel shall be located in compartment B. Four (4) coaxial cables shall be installed in the ceiling raceway; two (2) shall terminate in the electrical compartment and two (2) shall terminate in the truck cab.

Fuses:

1.99. All 12 volt wiring shall be fused. Fuses shall be installed near the voltage source terminal in the electrical compartment (B). All fuses and circuit breakers shall be

located where they are conveniently accessible for prompt fuse replacement and/or resetting. No protective device shall be located in a manner that requires removal of any equipment to restore voltage after a voltage interruption.

12 Volt DC Electrical Power:

- 1.100. Module 12 volt buses shall receive power from either a separate 120 volt to 12 volt power converter unit powered through the generator or shore power, or from the truck 12 volt system. The 120 volt to 12 volt power converter shall be mounted in the electrical compartment a minimum of 4 feet above ground level when mounted on the vehicle. The power converter shall be a regulated, filtered, continuous duty, electronic 125 amp device @ 13.3V or equal. The power converter shall receive its 120 volt power from either the under-hood generator or from activation of the shore power circuit. However, if shore power is activated, the generator must be automatically disconnected.
- 1.101. In the event of failure of the generator unit, the 12 volt power source for the module electrical systems shall be switched from the power converter to the vehicle battery. This power source change shall be accomplished automatically at the instant power is lost from the generator. The 12 volt power converter unit must have current limiting and overvoltage protection with a means of adjusting the voltage level as required. NO EXCEPTIONS
- 1.102. All 12 volt wiring shall be color and/or function coded in accordance with a wiring diagram that shall be installed on the inside of the electrical compartment (B) door. An example on how to troubleshoot each 12 volt circuit shall be shown on the diagram. A labeled circuit panel is to be supplied in the electrical compartment. Relays rated at 75 amps with screw connection terminals shall be used for the individual 12 volt circuits. NO EXCEPTIONS
- 1.103. All 120 volt wiring will be done per National Electrical Codes. The 120 volt wiring from the generator and shore power line shall be minimum 10 gauge. The 120 volt wiring for all individual circuits will be minimum 14 gauge.
- 1.104. Three (3) 120 volt circuits in the breaker panel shall provide power for:
 - 1.104.1.1. the module 120 volt to 12 volt regulated power converter
 - 1.104.1.2. the module air conditioning/heater unit
 - 1.104.1.3. the module 120 volt receptacles
- 1.105. In order to maintain minimum module emergency functions in the event of a generator failure, at least one (1) 70 amp solenoid or relay is required which will automatically transfer power from the chassis alternator to the module if the generator is not providing 120 volts. This solenoid or relay shall be sized to carry the load of all warning lights, interior lights, and electric suction.
- 1.106. One (1) 120VAC outlet with a rain-tight cover shall be installed on the outside of the driver side of each module, and a second identical outlet will be installed on the outside of the passenger side of each module. These outlets shall be easily accessible from a ground level standing position.

Battery charger:

1.107. Each module shall have a 30 amp, 120 volt, automatic cut off battery charger "Intelli-Power, model #PD9130A" or equal. The battery charger will be powered off shore power.

Shore Power:

1.108. Each module shall have a shore power connection through a 30 amp recessed male receptacle located behind the driver's seat on the front outside face of each module. This shall be a Kussmaul brand auto-eject receptacle or equal. A white flip-up raintight cover shall be provided. With shore power activated, selected functions shall be available while the module is parked, and the generator is off. The mating female receptacle shall be provided.

Module Generator:

- 1.109. The primary source of electrical power for all module functions, including, but not limited to, all exterior lights, interior lights, HVAC, suction, and load lights shall be a MEPS brand, or equivalent, under-hood generator. NO EXCEPTIONS
- 1.110. In the event the generator should fail, electrical power shall automatically switch back to the cab/chassis alternator system thereby providing 12 volt power for emergency lighting, interior module lights, and suction.
- 1.111. The generator shall be a belt driven system powered by the chassis engine. It shall be a MEPS brand 6.3kW RoadPower system, or equivalent.
- 1.112. All components shall be installed, plumbed, and wired per manufacturer's instructions.

Lighting Equipment; Interior and Exterior:

- 1.113. Ten (10) flush mounted interior LED ceiling lights shall be installed in the ceiling of each module. These lights are to be controlled by switches at the action wall and at the console. These lights will also be activated when entry doors open and will have a built-in timer which will shut them off approximately 10 minutes after the entry doors have been closed and the truck has been turned off.
- 1.114. Whelen OS series, or equivalent, LED clearance lights shall be mounted on all upper corners of each module in addition to the factory combination reflector/clearance lights.
- 1.115. There shall be three (3) Whelen OS series, or equivalent, ICC red clearance lights centered on the rear wall below the top trim.

Emergency Lighting:

- 1.116. There shall be eight (8) Whelen M6 or equal series red LED fixtures located on the upper corners of the module.
- 1.117. One (1) Whelen M6 or equal series red LED fixture shall be located above each wheel well. The four (4) grille and intersect lights shall be Whelen M4 fixtures or equal.
- 1.118. All LEDs except the grille and intersects shall have a chrome flange.

Paint:

1.119. The paint system shall be acrylic urethane applied per manufacturer's specifications for raw aluminum substrate. Paint color shall be gloss white. Systems such as Sherwin-Williams, PPG, Sikkens, or equal shall be acceptable.

Striping and Lettering:

1.120. The successful vendor shall stripe and letter the unit with 3M reflective material to match the fleet of Fort Bend County Ambulances. Striping and lettering pictures to be furnished upon request.

Fire Extinguisher:

1.121. Vendor shall supply two (2) fire extinguishers (One (1) for each vehicle), ABC dry chemical, multipurpose, 5 lb. each.

Rear Step/Bumper:

- 1.122. Two full width rear step/bumpers shall be fabricated from "grip strut" aluminum and hinged to allow lifting. Each rear step/bumper shall support a weight of 500lbs without flexing. Each rear step/bumper shall be assembled with three (3) independent pieces, two outer pieces (e.g., cast products) and one hinged center. A full width kick plate shall be provided below each rear door opening. The bottom of each bumper shall not extend below the module. Each bumper shall be bolted to aluminum plate welded into the structure.
- 1.123. Two (2) painted steel pad eyes shall be attached to the rear truck frame rails of each unit and shall extend into recessed housings above the rear bumper.

Additional Items

- 1.124. Siren Amplifier: Howler switch located in the cab console
- 1.125. Rear Wall 3M Conspicuity Layout Chevron: White Base Color and Blue Translucent Overlay alternating with Yellow Reflective Overlay
- 1.126. Conspicuity Squares on Entry Doors Matching the Rear Wall
- 1.127. Conspicuity Strips on Compartments Matching the Rear Wall
- 1.128. Body Drop on the Passenger's Side Forward of Rear Wheels
- 1.129. Ground Lights: Entry Doors
- 1.130. Scene Light Option: Spectra SPA900 or equal
- 1.131. Install provided Sierra wireless on the front of the console (wired battery hot) w/ GPS antenna on the chassis roof
- 1.132. Install supplied Streamlight stinger on rear wall of chassis wired ignition hot
- 1.133. Install customer supplied MDC (Mobile Data Computer) mount on center console. Pictures provided by Fort Bend County upon request
- 1.134.15 Qt. Engel Fridge or equal
- 1.135. MedVault to be supplied and mounted or equal
- 1.136. Technimount ZOLL X Monitor Mount (Heavy Duty) on the Action Wall Countertop located in the module
- 1.137. Harness Type for Scat Position 2: 6pt Harness
- 1.138. Harness Type for Seat Position 3: 6pt Harness
- 1.139. Cargo Net at the Head of the Squad Bench
- 1.140. Install Evergreen UV-C or equal air and surface disinfection lamp in ceiling raceway with control unit in electrical compartment

EXHIBIT B FEDERALLY-REQUIRED PROVISIONS

- 1. Respondent acknowledges that Federal financial assistance will be used to fund all or a portion of this Contract.
- 2. Respondent shall comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.
- 3. Respondent acknowledges that the Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the County, Respondent, or any other party pertaining to any matter resulting from this Contract.
- 4. Respondent acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Respondent's actions pertaining to this Contract.
- 5. Respondent shall not use the Department of Homeland Security (DHS) scal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- 6. Access to Records. The following access to records requirements apply to this Contract:
 - A. Respondent agrees to provide the County, the U.S. Treasury, the Texas Department of Emergency Management, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Respondent which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Respondent shall keep its books, documents, papers, and records available for this purpose for at least five years after this Addendum terminates or expires. This provision does not limit the applicable statute of limitations.
 - B. Respondent agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - C. Respondent agrees to provide the U.S. Treasury or his authorized representatives access to construction or other work sites pertaining to the work being completed under this Contract, if applicable.
 - D. In compliance with the Disaster Recovery Act of 2018, the County and Respondent acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the U.S. Treasury or the Comptroller General of the United States.
- 7. Environmental Compliance.

- A. Respondent shall comply with all applicable standards, ordered, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.).
- B. Respondent shall report all violations to the County, and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. Respondent shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.
- 8. Contract Work Hours and Safety Standards Act. All contracts entered into related to this Contract shall contain the following language:
 - A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.
 - C. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withhold, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.
- 9. Equal Employment Opportunity. During the performance of this contract, Respondent agrees as follows:
 - A. Respondent will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Respondent will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - B. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Respondent agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - C. Respondent will, in all solicitations or advertisements for employees placed by or on behalf of Respondent, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - D. Respondent will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
 - E. Respondent will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- F. Respondent will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- G. Respondent will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- H. In the event of Respondent's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and Respondent may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 1. Respondent will include the portion of the sentence immediately preceding paragraph (Λ) and the provisions of paragraphs (Λ) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Respondent. Respondent will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Respondent becomes involved in, or is threatened with, litigation with a subcontractor or Respondent as a result of such direction by the administering agency, the Respondent may request the United States to enter into such litigation to protect the interests of the United States.

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

The County agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering

agency in the discharge of the agency's primary responsibility for securing compliance.

The County further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the County agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the County under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

10. Procurement of Recovered Materials.

- A. In the performance of this Contract, Respondent shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - Competitively within a timeframe providing for compliance with the Contract performance schedule;
 - Meeting Contract performance requirements; or
 - At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
- C. The Respondent also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
- 11. Remedies. If any work performed and/or goods delivered by Respondent fails to meet the requirements of the Contract, any other applicable standards, codes or laws, or otherwise breaches the terms of the Contract, the County may in its sole discretion:
 - A. Reject the faulty goods and require rectification of the issue before the expiration of the time for performance;
 - B. Reject future deliveries; and

C. Cancel the Contract

This Section shall in no way be interpreted to limit the County's right to pursue and obtain any and all other available legal or equitable remedies against Respondent.

12. Termination for Cause.

- A. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing:
 - If Contractor materially breaches any of the covenants or terms and conditions set forth in the Underlying Agreement or fails to perform any of the other provisions of the Underlying Agreement or so fails to make progress as to endanger performance of the Underlying Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.
- B. If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County as if the contract had been terminated for convenience.
- C. Upon termination of the Underlying Agreement, County shall compensate Contractor in accordance with the terms for payment set out in the agreement, above, for those services which were provided under the Underlying Agreement prior to its termination, and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in the Underlying Agreement.

13. Termination for Convenience.

- A. The County may terminate the Underlying Agreement, in whole or in part, at any time by written notice to the Contractor. If the Contractor has any property in its possession belonging to County, the Contractor will account for the same, and dispose of it in the manner County directs.
- 14. Suspension and Debarment. Federal regulations restrict the County from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties

debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. Respondent can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

- A. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Respondent is required to verify that it, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are not excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. Respondent must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the County. If it is later determined that Respondent did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Texas and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

15. Byrd Anti-Lobbying Amendment.

- A. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification upon Contract execution. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.
- 16. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms. If Respondent intends to subcontract any portion of the work covered by this Contract, Respondent must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:
 - A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 and
- E. 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.

17. Domestic Preference Requirements.

- A. As appropriate and to the extent consistent with law, Respondent should, to the greatest extent practicable, provide 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 requirements of this paragraph must be included in all subcontracts and purchase orders for work or products under this Addendum. For purposes of this paragraph:
 - (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.

18. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

A. As used in this paragraph, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services as used in this paragraph—

B. Prohibitions

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit

- the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in this paragraph applies, Respondent and its Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from FEMA to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - iv. Provide, as part of its performance of this Purchase Order or Addendum, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

C. Exceptions

- (1) This paragraph does not prohibit Respondent from providing
 - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - i. Covered telecommunications equipment or services that:
 - Are not used as a substantial or essential component of any system; and
 - Are not used as critical technology of any system.

• Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

D. Reporting requirement

- (1) In the event Respondent identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during performance of the Services set forth in this Addendum, or Respondent is notified of such by a Subcontractor at any tier or by any other source, Respondent shall report the information in the manner stated below to the recipient or subrecipient, unless elsewhere in this Addendum are established procedures for reporting the information.
- (2) Respondent shall report the following information pursuant to this paragraph:
 - i. Within one business day from the date of such identification or notification: The Contract number, the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - ii. Within 10 business days of submitting the information above: Any further available information about mitigation actions undertaken or recommended. In addition, Respondent shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

E. Subcontracts

(1) Respondent shall insert the substance of this clause, including this paragraph (E), in all subcontracts and other contractual instruments.

EXHIBIT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER-TIER COVERED TRANSACTIONS

"Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities." (2 CFR 200.212)

This certification is required by regulations implementing Executive Order 12549, Debarment and Suspension, for all lower-tier transactions meeting the threshold and tier requirements. (2 CFR 180.300)

Terms Defined

- Nonprocurement Transaction: A transaction under federal non-procurement programs, which can be either a primary covered transaction or a lower-tier covered transaction. (2 CFR 180.970)
- Lower-Tier Covered Transaction: (1) Any transaction between a participant and a person other
 than a procurement contract for goods or services, regardless of type, under a primary covered
 transaction; (2) any procurement contract for goods or services between a participant and a
 person, regardless of type, expected to equal or exceed \$25,000; (3) any procurement contract
 for goods or services between a participant and a person under a covered transaction, regardless
 of amount
- Participant: Any person who submits a proposal for or who enters into a covered transaction, including an agent or representative of a participant. (2 CFR 180.980)
- Principal: An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with federal funds, who (1) is in a position to handle federal funds; (2) is in a position to influence or control the use of those funds; or (3) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR 180.995)
- System for Award Management (SAM) Exclusions: The list maintained and disseminated by the General Services Administration (GSA) containing names and other information about persons who are ineligible. (2 CFR 180.945).
- Debarment: Action taken by a debarring official to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred. (2 CFR 180.925)
- Suspension: Action taken by a suspending official that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition

Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 CFR 180.1015)

- Ineligible or Ineligibility: A person or commodity is prohibited from covered transactions because of an exclusion or disqualification. (2 CFR 180.960)
- Person: Any individual, corporation, partnership, association, unit of government, or legal entity, however organized. (2 CFR 180.985)
- *Proposal*: A solicited or unsolicited bid, application, request, invitation to consider, or similar communication by or on behalf of a person seeking to participate or to receive a benefit, directly or indirectly, in or under a covered transaction.
- Voluntary Exclusion: A person's agreement to be excluded under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have governmentwide effect. (2 CFR 180.1020)
- Voluntarily Excluded: The status of a person who has agreed to a voluntary exclusion. (2 CFR 180.1020)

Instructions for Certification

- 1. By signing or certifying and submitting this application, the prospective lower-tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms covered transaction, debarred, suspended, ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower-tier participant agrees by signing or certifying and submitting this application that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered

- transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower-tier participant further agrees by signing or certifying and submitting this application that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the non-procurement list.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion— Lower-Tier Covered Transactions

- 1. The prospective lower-tier participant certifies, by signing or certifying and submitting this application, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Frazer LTD	22-099
Contractor Name	Contract Number
Pari Brown Name	REGIONAL SOLLER MANAGER Title
Signature	Date Q IS 22

EXHIBIT D CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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

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

7//	, certifies or affirms the truthfulness fication and disclosure, if any. In addition, Respondent of 31 U.S.C. Chap. 38, Administrative Remedies for
False Claims and Statements, apply to this	
FRAZER LTO	22-097
Name of Respondent:	RFP or ITB No.:
Signature:	Printed Name:
FEGURAL SALES MANAGEA Title:	Q/15/22 Date:

Customer Quote

9/16/2022 7:20:15 AM



Estimate No:

Q3009-0001

Quote Date:

9/16/2022

Expiration Date:

11/30/2022

Salesperson:

PB

Payment Terms:

Net 30

Invoice To:

10365

Deliver To:

Fort Bend County EMS Fort Bend County Auditor

301 Jackson Street Richmond TX 77469

US

Fort Bend County EMS Fort Bend County Auditor 301 Jackson Street Richmond TX 77469

US

No.	Item	Qty	U/M:	Unit Price	Net Amount
1	MODULE	15.00	EA	\$ 194,552.00	\$ 2,918,280.00
	Type I 12' Module				
2	CHASSIS	15.00	EA	\$ 0.00	\$ 0.00
	2022/2023 RAM 3500 Diesel CP				
3	DELIVERY	15.00	М	\$ 0.00	\$ 0.00
	Customer pick up-FOB Frazer				
4	SpecDoc	1.00	EA	\$ 0.00	\$ 0.00
	Configurable item to create the SpecDoc				
6	BUY-BOARD	1.00	EA	\$ 800.00	\$ 800.00
	Contract No. Ambulances 650-21				

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock.

Customer Quote

9/16/2022 7:20:15 AM



Estimate No:

Q3009-0001

Quote Date:

9/16/2022

Expiration Date:

11/30/2022

Salesperson:

PB

Payment Terms:

Net 30

No.	Item	Qty	U/M:	Unit Price	Net Amount
76					

Sale Amount:

2,919,080.00

Order Disc(0.0000%):

0.00

Surcharge:

N/A

Sales Tax:

0.00

Misc Charges:

0.00

Total Amount:

2,919,080.00

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock.



For your convenience, all pricing has been itemized below per quote Q3009-0001 for Fort	Bend	l County EMS
Base Module	\$	120,052.00
Chassis Exterior	\$	17,950.00
Module Exterior	\$	35,375.00
Chassis Interior	\$	4,700.00
Module Interior	\$	16,475.00
Tota	ai 5	194,552.00
Items included in above totals:		
1. Type I 12' Module	\$	incl
2. This is a Triple K Unit	\$	incl
Chassis Exterior:		
3. Heat Shielding for Diesel Chassis	\$	1,750.00
 Chassis: 2022 RAM 3500, Diesel, 4x2, Regular Cab, 84" Cab to Axle, Dodge White (PW7) 	\$	incl
5. Suspension: LiquidSpring	\$	13,550.00
6. Wheel type: Stainless steel covers	\$	incl
7. Road Force Elite tire and wheel balancing	\$	incl
8. Chassis Steps: ArcRite with Sure Grip	\$	1,175.00
9. Siren Amplifier: Howler	\$	1,475.00
10. Passenger's side Grille Light: Whelen M4 Red Light	\$	incl
11. Driver's side Grille Light: Whelen M4 Blue Light	\$	incl
12. Passenger's side Intersect Light: Whelen M4 Red Light	\$	incl
13. Driver's side Intersect Light: Whelen M4 Red Light	\$	incl
Chassis Exterior Subtota	al \$	17,950.00
Module Exterior:		
14. Power Source: MEPS	\$	16,500.00
15. Module Paint Layout: White - Frazer White (Frazer White)	\$	incl
 Rear Wall 3M Conspicuity Layout - Chevron: White Base Color and Blue - Translucent Overlay alternating with Yellow - Reflective Overlay 	\$	1,750.00
17. Conspicuity Squares on Entry Doors Matching the Rear Wall	\$	525.00
18. Conspicuity Strips on Compartments Matching the Rear Wall	\$	325.00
19. Placards x3:	\$	600.00
20. Frazer Provided Graphics	\$	3,000.00
21. Body Drop on the Passenger's Side Forward of Rear Wheels	\$	incl



22. Hidden Switch Behind the Driver's Side Rear Bumper End Cap	\$	250.00
23. Ground Lights: Entry Doors	\$	1,175.00
24. Shore Power: Single 30 Amp on Front Wall	\$	incl
25. Pigtail/Plug Option: Pigtail	\$	incl
26. Install Ignition Kill Switch	\$	325.00
27. Coax 1: Run coax from location 1 to Chassis terminated to Motorolla 05 self	\$	
contained.	Ф	incl
28. Coax 2: Run coax from location 2 to Chassis	\$	incl
29. Coax 3: Run coax from location 3 to Electrical Compartment	\$	incl
30. Coax 4: Run coax from location 4 to Electrical Compartment	\$	incl
31. *Note to Graphics: Placards to be 12" x 6" magnetic (20956), painted to match module. Also seal around placards.	\$	incl
32. Front Scene: Whelen Pioneer Plus Dual Panel LED (Recessed)	\$	2,200.00
33. Front Wall Light Layout: Lower 5 Lights	\$	incl
34. Front Wall Light #1: Whelen M6 Red Light	\$	incl
35. Front Wall Light #2: Whelen M6 Blue Light	\$	incl
36. Front Wall Light #3: Whelen M6 Clear Light	\$	incl
37. Front Wall Light #4: Whelen M6 Blue Light	\$	incl
38. Front Wall Light #5: Whelen M6 Red Light	\$	incl
39. Front Wall Driver Side Box Light: Whelen M9 Red Light	\$	150.00
40. Front Wall Passenger Box Light: Whelen M9 Red Light	\$	150.00
41. Driver Wall Front Box Light: Whelen M9 Red Light	\$	150.00
42. Driver Wall Rear Box Light: Whelen M9 Red Light	\$	150.00
43. Driver Wheel Well Light: Whelen M6 Red Light	\$	incl
44. Side Scene Lights: Spectra SPA900	\$	incl
45. O2 Compartment Style: Laydown O2 with Adjustable Shelf	\$	incl
46. O2 Rollers for an H Cylinder	\$	incl
47. O2 Cylinder Changing Wrench	\$	100.00
48. Electrical Compartment Style: Standard Electrical Compartment	\$	incl
49. Lower Storage Style: Standard Lower Storage	\$	incl
50. Compartment Above Wheel Well Style: Standard Compartment Above Wheel Well	\$	incl
51. Dometic Self-Contained A/C with Exhaust Fan	\$	incl
52. Rear Storage Compartment Style: Rear Storage with divider and shelf with I/O access	\$	575.00



53. UNOC-708-Provide inside/outside access in compartment above wheel well; install MEPS ACU in the electrical compartment	\$ 500.00
54. UNOC-1752-Furnish and install stand-up O2 compartment with ZICO O2 bottle lift for <m h="" or=""> cylinder, wired to disable LiquidSpring dump feature when compartment door is open; install switch on door panel; long lower storage compartment to be shortened and O2 compartment will be taller (up to shelf level on inside) with fixed/removable shelf above bottle lift; add a cutout (8x8) and hinged lexan door on stainless to access regulator</m>	\$ 4,500.00
55. Module Window Option: Sliding Window	\$ incl
56. Upper Rear Wall Light Layout: 3 Across	\$ incl
57. Upper Light #1: Whelen M6 Load Light	\$ incl
58. Upper Light #2: Whelen M6 Amber Light	\$ incl
59. Upper Light #3: Whelen M6 Load Light	\$ incl
60. Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light	\$ incl
61. Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light	\$ incl
62. Lower Light #3: Whelen M6 Red Light	\$ incl
63. Lower Light #4: Whelen M6 Red Light	\$ incl
64. Rear Wall Driver Box Light: Whelen M9 Red Light	\$ 150.00
65. Rear Wall Passenger Box Light: Whelen M9 Red Light	\$ 150.00
66. Rear Backboard: 5" Compartment Shelf	\$ 250.00
67. Lower BTTs: 2 Grote Lights on each side	\$ incl
68. Rear Bumper	\$ incl
69. Door Grabbers	\$ incl
70. License Plate Light	\$ incl
71. Passenger Wall Front Box Light: Whelen M9 Red Light	\$ 150.00
72. Passenger Wall Rear Box Light: Whelen M9 Red Light	\$ 150.00
73. Passenger Wheel Well Light: Whelen M6 Red Light	\$ incl
74. Interior Step Option: Double Step Well	\$ incl
75. Passenger Rear Compartment Style: Passenger Side Storage Compartment	\$ incl
76. Door Locks on Entry Doors and Front I/O	\$ 1,600.00
Module Exterior Subtotal	\$ 35,375.00
Chassis Interior:	
77. Siren Speakers: 2 CAST Speakers	\$ 675.00
78. Tap-2 on Primary Siren	\$ incl
79. Siren Option: Whelen C9 Siren in Console	\$ incl



80. Mic 1 on passenger's side slot 1	\$	incl
81. HAAS Alert System: HAAS Alert Responder to Vehicle - 3 Year Sub	\$	incl
82. Slot 1: Extended MDT plate - no swivel, no fuel gauge	\$	100.00
83. Slot 2: Single Slot Switch Panel	\$	incl
84. Slot 3: Radio Plate: 7.06 L X 2 W opening dims	\$	incl
85. Slot 4: Siren 1	\$	incl
86. Console Switch Layout: Primary - Secondary - Blank - Front Scene - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Rear Load - Interior Lights - Howler -	\$	incl
87. New Armrest	\$	250.00
88. Console Layout: 4-Slot Console	\$	incl
89. Floor in Front of Console: Gamber Johnson Heavy Dual Cup Holder	\$	200.00
90. Rear of Console: Single Mapholder	\$	250.00
91. Camera System: Voyager 7" Monitor with Back-Up Camera	\$	1,875.00
92. White Back-up Camera	\$	incl
93. Tremco Anti-Theft System	\$	550.00
94. UNOC-???- Furnish and install single on/off switch on center console position 3 to activate siren. Move siren to mount in electrical compartment.	\$	50.00
 95. UNOC-???- Install customer supplied radio equipment. -Motorola 05 self contained radio in console slot 3. -Speaker on rear wall of chassis -Mic on D/S slot 1. Hook to antenna on roof of chassis 	\$	300.00
96. UNOC-428-Install customer provided Sierra wireless on the front of the console (wired battery hot) w/ GPS antenna on the chassis roof	\$	250.00
97. UNOC-???- Install customer supplied streamlight stinger on rear wall of chassis wired ignition hot	1 \$	100.00
98. UNOC-??? Install customer supplied mdt mount on center console. pics provided by customer	\$	100.00
Chassis Interior Subtotal	1 \$	4,700.00
Module Interior:		
99. Protek Cushions	\$	incl
100. Cobalt Blue Interior	\$	incl
101. Stainless Steel Countertops	\$	incl
102. Safety Yellow Powdercoated Grab Rails	\$	200.00



103. Front I/O with Lexan Doors	\$ incl
104. Additional Shelf in the Front I/O	\$ 100.00
105. Quad Outlet in the Front I/O	\$ incl
106. Module Heater: New	\$ 1,000.00
107. 15 Qt. Engel Fridge	\$ 1,050.00
108. Quad Outlet on the Front Wall	\$ incl
109. Netting at the Front Corner Area	\$ incl
110. Customer Provided Medvault	\$ 525.00
111. UNOC-1754-Furnish and install vertical, dual D/E cylinder holder against Front I/O by attendant seat. on the floor; top of clamps 14" from the floor	\$ 225.00
112. NOTE- Medvault to be mounted above O2 compartment.	\$ incl
113. NOTE- Engle fridge to be mounted in standard location behind attendant seat on the floor. Due to No laydown O2 compartment.	\$ incl
114. Location 1: 8 Switch panel	\$ incl
115. Location 2: Double O2 Outlet	\$ incl
116. Location 3: Blank	\$ incl
117. Location 4: Blank	\$ incl
118. Location 6: Suction	\$ incl
119. Location 7: Quad 120 VAC	\$ incl
120. Location 8: None	\$ incl
121. Location 9: Thermostat	\$ incl
122. Door Lock Switch at Action Wall	\$ 150.00
123. Action Wall Switch Layout: Interior Lights; Dimmer; Ventilation Fan; Unlock/Lock; Module Heater - Hi/Off/Low; Blank; Blank; Blank;	\$ incl
124. Technimount ZOLL X Monitor Mount (Heavy Duty) on the Action Wall Countertop	\$ 1,700.00
125. Acrylic Holder at the Action Wall Cabinet	\$ incl
126. New 6pt Harness at the CPR Seat	\$ 600.00
127. Acrylic Holder Aft CPR Seat	\$ incl
128. Rear Door Switch Layout : Blank; Blank; Dump/Bypass (Suspension); Rear Load;	\$ incl
129. Two Seating Positions at the Squad Bench - 2 and 3	\$ incl
130. Harness Type for Seat Position 2: New 6pt Harness	\$ 600.00
131. Harness Type for Seat Position 3: New 6pt Harness	\$ 600.00
132. 22 Pocket Acrylic Holder	\$ 725.00
133. New Cargo Net at the Head of the Squad Bench	\$ 900.00



134. Trashcan With Lid at the Head of the Squad Bench	\$ incl
135. O2 Outlet at the Squad Bench Wall	\$ incl
136. Install Evergreen UV-C air and surface disinfection lamp in ceiling raceway with control unit in electrical compartment	\$ 5,225.00
137. IV Hanger on Ceiling Raceway	\$ incl
138. Overhead Grabrails on Driver Side Only	\$ incl
139. IV Hanger on Squad Bench Ceiling	\$ incl
140. In-Module Camera at the Rear Position	\$ 675.00
141. NOTE- Mount in module camera as far back into the corner as possible. P/S corner.	\$ incl
142. Stryker cot tower only (no antler and bar)	\$ incl
143. Floor Options: Customer Provided Stryker Power-LOAD	\$ 1,925.00
144. Loncoin II Onyx Floor	\$ incl
145. Captain's Chair Type: Standard Captain's Chair with 4pt. Harness	\$ incl
146. Customer Provided Items Processing Fee	\$ 275.00
Module Interior Subtotal	\$ 16,475.00
147. Temporary Supply Chain Surcharge	\$ 13,152.00

Frazer Warranty and Service Provisions

1.0 WARRANTIES: Frazer, Ltd. warrants that the Goods (1) have no history of material failure or malfunction, (2) are furnished in strict accordance with any drawings, designs or other requirements (including performance specifications) approved by the customer, and good industry practices, (3) are new and un-repaired except as approved by the customer for a remount.

Frazer, Ltd. warrants a new module against failure or malfunction due to design, construction, or installation errors, defective workmanship, and missing or incorrect parts for the life of the module, as long as it is in the possession of and not repaired or modified by or on behalf of the original owner.

Frazer, Ltd. warrants a remount module against failure or malfunction due to design, construction, or installation errors, defective workmanship, and missing or incorrect parts for 2 years, as long as it is in the possession of and not repaired or modified by or on behalf of the original owner.

Frazer, Ltd. warrants components and equipment furnished by others and installed on the module for the period designated by the component or equipment manufacturer provided the components and equipment and any related installation mounts are not repaired or modified by or on behalf of the original owner.

Frazer, Ltd. warrants the electrical system wiring against defects, shorts, and malfunctions for 5 years as long as it is in possession of and not repaired or modified by or on behalf of the original owner. This warranty specifically excludes electrical system components beyond one year unless a longer warranty is provided by the component manufacturer. Bulbs, fixtures, switches, relays, all truck related electrical systems, generator set, and other components are not covered beyond the warranty provided by the original equipment manufacturer. This warranty does not cover abuse, neglect, accident damage, normal adjustments, tampering, modifications, and unauthorized hook-ups for radios and various charging equipment.

If a Frazer module is repaired, remounted, or modified by any third party not authorized by Frazer, the warranties mentioned above shall be considered void and non-binding. Frazer, Ltd. shall be notified in the event that a module is going to be repaired, remounted, or modified by any third party.

The following parts carry manufacturer's warranties, all of which begin from their in-service date with the end user, except as designated below:

 Truck Chassis Original Equipment Manufacturer Warranty

 Mobile Electric Power Solutions (MEPS) 1 year

 Cummins Onan generator 2 years or 2,000 hours

 Harrison Hydra-Gen hPower systems 1 year

 AAP-Dometic air conditioner/heater 4 years parts & labor Whelen and/ or Federal Signal LEDs 5 years limited warranty

• Whelen siren 5 years limited warranty 1 year

SSCOR mounted suction

• Lambda power supply Limited lifetime

 Progressive Dynamics battery charger 1 year • Module paint, Striping & Lettering 5 years

2.0 DISCLAIMER OF WARRANTIES: Frazer, Ltd. specifically disclaims any warranty of merchantability or fitness for a particular purpose. There are no warranties which extend beyond the description in this document. 3.0 PERFORMANCE BOND CLAUSE: Frazer, Ltd. specifically limits any warranty claims to one year with relation to any Performance Bond. All warranties will be bonded for only one (1) year from date of acceptance. Warranties extending longer than one (1) year will not be bonded past (1) year of date of acceptance.

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

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	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		CE	OFFICE USE			
1	Name of business entity filing form, and the city, state and count of business.	ry of the business entity's place	Certificate Number: 2022-937000				
l	Frazer Ltd		_ 00.000				
	Houston, TX United States		Date	e Filed:			
2	Name of governmental entity or state agency that is a party to the	e contract for which the form is	09/2	22/2022			
l	being filed.						
	Fort Bend County			Acknowledged:			
			09/2	09/27/2022			
3	Provide the identification number used by the governmental entities description of the services, goods, or other property to be provided.		ify the c	y the contract, and provide a			
	AM10-20						
	Frazer Generator Powered Module						
4				Nature of			
	Name of Interested Party	City, State, Country (place of bus	iness)	(check ap			
┡				Controlling	Intermediary		
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5	Check only if there is NO Interested Party.						
6	UNSWORN DECLARATION						
	My name is	, and my date	of birth i	s	·		
	My address is						
	My address is(street)	(city)	(state)	(zip code)	(country)		
	(zneer)	(City)	(sidie)	(zip code)	(country)		
	I declare under penalty of perjury that the foregoing is true and correc	t.					
	Executed inCounty	, State of, on the	ie		, 20		
				(month)	(year)		
		Signature of authorized agent of c	ontractir	ng business entity			
		(Declarant)		•			