



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Award Contract Grant

Requested Board Meeting Date: January 16, 2018

* = Mandatory, information must be provided

or Procurement Director Award

***Contractor/Vendor Name/Grantor (DBA):**

Matthews Specialty Vehicles, Inc. (Headquarters: Ballston Spa, NY)

***Project Title/Description:**

Mobile Medical Clinic Vehicles

***Purpose:**

Award: Purchase Order No. PO-PO-18-51. This contract is for a one-time award in the not-to-exceed amount of \$352,556.16 (including sales tax). Administering Department: Health

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.010, Competitive sealed bidding, Solicitation No. 274679 was conducted. Six (6) responses were received, one response was deemed non-responsive. Award is to the lowest, responsive and responsible bidder.

PRCUID: 274679

Attachments: Notice for Recommendation for Award and Purchase Order.

***Program Goals/Predicted Outcomes:**

To increase access to care in rural and remote areas of Pima County by increasing service delivery to at-risk populations. This will be accomplished by providing reproductive health services, HIV/STI (sexually transmitted infection) screening and treatment, breast and cervical screening, immunizations and population-based public health outreach and education.

***Public Benefit:**

Public health services are essential to promoting and protecting the health and well-being of the community. The mobile unit will support health equity among Pima County residents by offering public health services, especially to those who may not otherwise have access.

***Metrics Available to Measure Performance:**

The Health Department will be measuring the performance of the program by tracking the number of referrals to appropriate services, increasing the number of individuals who test positive for an STI who receive treatment, increase the number of rural and remote Pima County residents who receive Health Department Services by ensuring easy access, increase the immunization rates for children and adults, and increasing the number of women receiving breast and cervical cancer screening.

***Retroactive:**

No.

DEC 20 17 PM 03:21 POC CLK OF BD
AK

Procure Dept 12/20/17 PM 02:14

To: COB 12.20.17 - 12.20.17 - 1 pgs. 33

Contract / Award Information

Document Type: PO Department Code: PO Contract Number (i.e., 15-123): 18-51

Effective Date: 01/16/2018 Termination Date: 10/01/2018 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* 352,556.16 Revenue Amount: \$ _____

***Funding Source(s) required:**

Health Special Revenue Fund

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

***Is the Contract to a vendor or subrecipient?**

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ _____

Is there revenue included? Yes No If Yes \$ _____

***Funding Source(s) required:**

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

Award Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Amendment Number: _____

Match Amount: \$ _____ Revenue Amount: \$ _____

***All Funding Source(s) required:**

*Match funding from General Fund? Yes No If Yes \$ _____ % _____

*Match funding from other sources? Yes No If Yes \$ _____ % _____

***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Contact: Maria Julia Canizales, CPPB *Maria Julia Canizales*

Department: Procurement *721* Telephone: 520-724-8167

Department Director Signature/Date: *[Signature]* 12.19.2017

Deputy County Administrator Signature/Date: *[Signature]* 12.19.2017

County Administrator Signature/Date: *[Signature]* 12/19/17
(Required for Board Agenda/Addendum Items)



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: December 19, 2017

The Pima County Procurement Department hereby issues formal notice to respondents to Solicitation No. 274679 for Mobile Medical Clinic Vehicles that the following listed respondents will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after January 16, 2018.

Award is recommended to the lowest, responsive and responsible bidder.

<u>AWARDEE NAME</u>	<u>BID AMOUNT</u>	<u>AWARD AMOUNT</u>
Matthews Specialty Vehicles, Inc.	\$333,860.00	\$352,556.16 (including sales tax)

<u>OTHER RESPONDENT NAMES</u>	<u>BID AMOUNT</u>
CGS Premier	\$411,303.00
Farber Specialty Vehicles	\$380,580.00
Summit Bodyworks	\$392,400.00
LDV, Inc.	\$232,611.00 (did not bid 24' vehicle)
J.A.R. Capital Group, Inc. DBA Quality Vans and Specialty Vehicle Manufacture	Non-Responsive

Issued by: Maria Julia Canizales

Telephone Number: (520) 724-8167

This notice is in compliance with Pima County Procurement Code §11.20.010(C).

Copy to: Pima County SBE via e-mail at SBE@pima.gov.



PURCHASE ORDER PIMA COUNTY, ARIZONA

PLEASE REFERENCE THIS PO NUMBER ON ALL INVOICES

PO No:18000000000000000051

PO Version:1

Page: 1 of 2

S H I P T O	PIMA COUNTY FLEET SERVICES - MISSION RD FS-1291-100A 1291 S MISSION RD TUCSON AZ 85713 Requested By: MICHELLE SPEARS Dept: PO Phone: 5207247947
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B I L L T O	PIMA COUNTY FINANCE & RISK MANAGEMENT - ACCOUNTS PAYABLE PO BOX 791 TUCSON AZ 85701
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V E N D O R	MATTHEWS SPECIALTY VEHICLES INC 101 S SWING RD GREENSBORO NC 27409	Contact: DENNIS HOAG Phone: 877-905-4678 Email: sfreegard@msvehicles.com Terms: 0.00 % Days: 30
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Issued By: MARIA CANIZALES Issued Phone: 5207248167 Issued Email: maria.canizales@pima.gov Issued Date: 12-18-2017	Total: \$352,556.16 FOB: FOB Dest, Freight Prepaid Shipping: Vendor Method Delivery: Standard Ground
PO Description Mobile Medical Clinic Vehicles	
Modification Reason This contract is for a one-time award in the amount of \$333,860.00 plus \$18,696.16 for sales tax.	

This Purchase Order incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



PURCHASE ORDER DETAILS

PO No:18000000000000000051

PO Version:1

Page: 2 of 2

Line	Description			Line Subtotal			Delivery Date
1	33 ft. Winnebago Model WFJ33S EFJ33S 2018			\$213,080.00			10-01-2018
	Quantity	UOM	Unit Price	Stock Code	VPN	MPN	
	1.00000	EA	\$213,080.00				
2	24 ft. Mercedes Benz 3500EXT 2018			\$120,780.00			10-01-2018
	Quantity	UOM	Unit Price	Stock Code	VPN	MPN	
	1.00000	EA	\$120,780.00				

OFFER AGREEMENT

1. INTENT:

This document is intended to establish a Purchase Order ("PO") to provide Pima County ("County") with two (2) new mobile clinics. **It is the intent of Pima County to award by line item to the low bid, responsive, responsible bidder meeting all specifications, terms and conditions that is in the best interest of the County.**

As defined by the Pima County Standard Terms and Conditions included herein, this contract is non-exclusive and County may terminate it for any reason without penalty or cost.

All Goods and Services that Contractor offers or provides pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Addenda, Instructions to Offerors, Standard Terms and Conditions*, and this *Offer Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and merges all prior or contemporaneous agreements and understandings, oral or written, herein.

2. CONTRACT TERM, RENEWALS, EXTENSIONS & REVISIONS:

The Purchase Order will document the term of the contract. County will make proposed extension or revisions to the contract through the issuance of a revised PO document setting forth the requested changes.

3. CONTRACTOR MINIMUM QUALIFICATIONS:

The Contractor certifies that it is competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract.

MQ Line#	MINIMUM QUALIFICATIONS	CHECK <input checked="" type="checkbox"/> appropriate response certifying agreement with the requirement.
1	Contractor must have a current business license in the selling of specialty vehicles for three (3) consecutive years. Business license must be attached.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2	Contractor must deliver the equipment and invoice on or before June 15, 2018 October 1, 2018 .	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

General Specifications for two (2) mobile clinics including Exhibit A: Specification for the 33' Mobile Medical Clinic Vehicle and Exhibit B: Specification for the 24' Mobile Medical Clinic Vehicle.

- a. Mobile Clinic must meet all the latest revised OSHA and Federal Safety Standards, and Arizona Department of Transportation regulations.
- b. Contractor must provide original manufacturers' serial number without being altered in any way on all original documents.
- c. Contractor must bid manufacturer's current model in production at time of delivery.
- d. Contractor must bid new and unused mobile vehicles. (Demonstrator models will not be accepted).
- e. Contractor must have final built mobile vehicles inspected and approved for use by the Arizona Motor Vehicle Division. Approved inspection slip shall be delivered simultaneous with vehicle delivery.

- f. Contractor must be fully responsible for the installation, correction and workmanship of the equipment not in compliance with the specifications as requested by the County.
- g. Delivery must be made Monday through Friday from 8:00 A.M. to 2:00 P.M. Contractor must contact, Mr. Bob Charlton at (520) 724-2614 or his authorized representative of the Fleet Services Department a minimum of one (1) business day notification prior to delivery.
- h. Manufacturer Statement of Origin (M.S.O.), which must include the odometer statement. Unless otherwise ordered in writing, the M.S.O. shall show the owner/purchaser of the equipment as:

Pima County Board of Supervisors
1291 S. Mission Road
Tucson, AZ 85713

- i. Contractor must provide a comprehensive training and operating characteristics presentation. The County will coordinate the scheduling of training with the Contractor.
- j. The Contractor must retain title and control of Mobile Clinic and equipment until they are delivered, inspected and accepted. All risk during transportation and related charges must be the responsibility of the Contractor. The Contractor must file all claims for visible and concealed damage with Contractor's insurance. The County will notify the Contractor promptly of any damaged vehicles and equipment and must assist the Contractor in arranging for inspection.
- k. Contractor must deliver the vehicle with a minimum of one fourth (¼) tank of fuel.
- l. Vehicle must be delivered in clean condition, inside and out.
- m. Contractor must maintain a local authorized maintenance facility within the Tucson metropolitan area (service hours must be from 8:00 A.M. to 5:00 P.M., Monday through Friday excluding County holidays) or have specific agreements in force with a third party to provide local maintenance, if applicable a document showing evidence of the third party agreement to provide maintenance for warranty repairs. If applicable a document showing evidence of the third party agreement to provide necessary maintenance support must be submitted with the bid.
- n. Warranty repair and/or replacement will be performed at no additional charge to Pima County (County). During the one year warranty period, transporting of the mobile clinic to and from the repair facility will not be an additional charge to County and will be the responsibility of the Contractor.
- o. Should the repair be non-warranty, County will pay the cost of transport to and from the authorized maintenance facility as well as the cost of the parts and labor.
- p. **County is requesting delivery on or before June 15, 2018 October 1, 2018 to Fleet Services Department, 1291 S. Mission Rd., Tucson, AZ 85713. or the County is not obligated to receive equipment and will not incur any charges or fees.**
- q. **County will pick standard colors offered by the manufacturer for seats, floor, equipment and all other areas. Once award is made Contractor will notify Noel Valle, phone no. (520) 724-3972 and noel.valle@pima.gov with color choices within 24 hours of award. County will respond within 24 hours after receipt of color choices provided by the Contractor.**

The following documents MUST come with the Mobile Clinic at time of delivery:

- Manufacturers Statement of Origin (MSO).
- Written Warranty for vehicle and all equipment (ex.: refrigerator, generator, cabinets, etc.).
- Original Invoice (unaltered).
- Owners' Manuals two (2) CD's or two (2) thumb drives for vehicle and all equipment installed in vehicle.
- Delivery ticket specifying the purchase order number and the Vehicle Identification Number (VIN).
- Arizona Motor Vehicle Inspection slip showing the Mobile Clinic has passed inspection.
- An electronic version of the exterior and interior blueprints must be included at time of delivery.

Warranty for the 33' mobile vehicle to include:

- Written warranty to be included with delivery.
- Minimum one (1) year/15,000 mile bumper to bumper basic warranty to include engine and powertrain.
- Minimum three (3) year/36,000 mile warranty on structure.
- Minimum ten (10) year warranty on roof.
- Minimum one (1) year warranty on all conversions completed by Contractor. Warranty will begin the first day after delivery has been accepted by the County.
- Minimum five (5) year warranty on the fabric used in manufacturing the shade.
- Minimum ten (10) year warranty on the flooring installed.
- Warrant all replacement parts provided under this warranty.

Warranty for the 24' mobile vehicle to include:

- Written warranty to be included with delivery
- Warrant all replacement parts provided under this warranty
- 5 year/100,000 mile limited Outer-Body Warranty to include protection for the outer, finished painted, metal panels against corrosion and perforation for 5 years or 100,000 miles whichever comes first. All panels must be covered for 3 years regardless of mileage.
- 3 year/36,000 miles whichever comes first on the powertrain.
- Minimum 1 year warranty on all conversions completed by vendor. One Year will begin the first day after delivery has been accepted by Pima County Fleet Services.
- Minimum 5 year warranty on the fabric used in manufacturing the shade.
- Minimum 10 warranty on the flooring installed.

5. SUSTAINABILITY: In accordance with BOS Resolution 2007-84, Pima County values and encourages sustainable practices. Please **CHECK** which of the following your business incorporates:

Waste prevention/reduction or material recycling/reuse?

Alternative energy/fuels (such as solar/wind energy, bio-diesel, alternative fuels, hybrid vehicles) in your program's preparation, transportation, and demonstration?

Environmentally preferable materials (such as recycled materials; locally produced/manufactured products)?

Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules)?

Other practices which coincide with the County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging "take back" practices; preference to firms located within Pima County)?

6. OFFER ACCEPTANCE AND ORDER RELEASES:

County will accept an offer and execute this contract by issue of a PO (discrete requirement) to be effective on the document's date of issue without further action by either party. The Purchase Order will document the term of the contract. The PO will define the delivery dates for the items and/or services.

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the County Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

7. ACCEPTANCE OF GOODS AND SERVICES:

The County Department designated on the issued order will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

8. COMPENSATION & PAYMENT:

Contractor will submit Request(s) for Payment or Invoices to the location and entity defined by County's PO document.

All Invoice documents will reference the County's PO number under which the services or products were ordered. **ALL** Invoice line items will utilize the item description, precise unit price and unit of measure defined by the County's order document. County may return invoices that include line items or unit prices that do not match those documented by the County's order to Contractor unprocessed for correction. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

Standard payment terms are net thirty (30) days from the date of valid invoice document and do not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

OPTIONAL EARLY PAYMENT DISCOUNT TERM: Pima County Administrative Procedure No. 22-35 section 2.2.4 defines County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor shall submit valid invoice document consistent with the associated PO to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued

pursuant with this contract, Contractor may offer early payment discounts that exceed this Standard Early Payment Discount.

Standard Early Payment Discount Percent: _____% if payment tendered within _____ Days as above.

The PO issued to accept Contractor's offer will define the not-to-exceed amount of the contract.

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that has not previously defined unit pricing.

Unless the parties otherwise agree in writing, all pricing will be *F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination")*. Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted *Order* indicates. The offered Unit Price must include all freight costs.

Although an order may not fully define State and City sales tax, County will pay such taxes as are DIRECTLY applicable to Pima County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

Price Warranty. Contractor will give Pima County the benefit of any price reduction before actual time of shipment.

Price Escalation. All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to County that includes supporting documents justifying requested increases at least ninety (90) days prior to the renewal date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. County will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of County to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

All pricing will conform to Pima County's Living Wage ordinance if applicable, including required annual adjustments of the wage.

Quantities in this solicitation are estimates only. County reserves the right to increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the agreement. County is not responsible for Contractor inventory or order commitment.

Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this solicitation, which includes the *Instructions to Offerors, Standard Terms and Conditions*, and Offer Agreement. County will make no payments for items not in the contract.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's PO document. Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's PO document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

(REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

UNIT PRICES (Net 30-day Payment Terms)

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1	24' Mercedes Benz Sprinter Model 3500 or Equivalent Manufacture: <u>Mercedes Benz</u> Model: <u>3500Ext</u> Year: <u>2017 OR late Model</u>	1	Ea.	\$ 120,780.00	\$ 120,780.00 <u>XX</u>
2	33' Winnebago Model WFJ33S or Equivalent Manufacture: <u>Winnebago</u> Model: <u>WFJ33S</u> Year: <u>2017 OR late Model</u>	1	Ea.	\$ 213,000.00	\$ 213,000.00 <u>XX</u>
FOB Destination/Unloaded; include cost of freight in unit price. Although County will pay taxes IF applicable, do NOT include sales tax in unit price.				TOTAL BID	\$ 333,300.00 <u>XX</u>

Sales Tax Percentage 24' vehicle: Not Included

Sales Tax Amount per 24' vehicle: \$ Not Included

Sales Tax Percentage 33' vehicle: Not Included

Sales Tax Amount per 33' vehicle: \$ Not Included

Guaranteed Delivery After Receipt Of (A.R.O.) for 24' vehicle: October 1, 2018

Guaranteed Delivery After Receipt Of (A.R.O.) for 33' vehicle: October 1, 2018

County must receive the mobile clinics prior to fiscal year end – ~~June 15, 2018~~ **October 1, 2018**. Based on the estimated delivery time you stated above do you anticipate County being able to receive these mobile clinics prior to ~~June 15, 2018~~ **October 1, 2018**. Yes No Explain: _____

This section is for items that Contractor did not list or price above but are within the defined scope of this contract. Contractor may provide these items under this contract. Contractor will submit Master Price List (MPL) documents, diskette or compact disc and file names or identify website address, identifying all other items offered pursuant to this contract to include Description and Discounted Unit Price, or Unit Price and Discount % (Unit Price x Discount % = Discounted Unit Price). The resulting Unit Prices shall be of similar discount off List Prices for those items specifically defined above. Item Unit Prices above will govern in case of conflict with the Master Price List.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty of Pages	Dated	Percentage Discount (Unit Price x Discount % = Discounted Unit Price)
N/A.			

9. DELIVERY:

"On-Time" delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will make delivery in accordance with the Instructions to Offerors, Standard Terms and Conditions and to the location(s) on the PO document.

Define delivery locations; Pima County Fleet Services,
1291 S. Mission Rd,
Tucson, Arizona 85713

Contractor guarantees delivery of product on or before ~~June 15, 2018~~ **October 1, 2018**. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

10. TAXES, FEES, EXPENSES:

County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless the contract expressly includes such charges and the solicitation documents itemizes them.

11. OTHER DOCUMENTS:

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. 274679 including the Invitation for Bids, Instructions to Offerors, Standard Terms and Conditions, Solicitation Addenda, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

12. INSURANCE:

The Insurance requirements herein are minimum requirements for this Contract and in no way limit, the indemnity covenants contained in this Contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII. Pima County in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Minimum Scope and Limits of Insurance:

Contractor shall procure and maintain, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. Pima County in no way warrants that the minimum insurance limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. The Contractor is free to purchase additional insurance that required by the County. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the County's Insurance Requirements.

Commercial General Liability (CGL) – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000 each accident.

Workers' Compensation (WC) and Employers' Liability - Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employer's Liability coverage- \$1,000,000 each accident and each person - disease.

Professional Liability (Errors and Omissions) Insurance – This insurance is required when the Professional Liability from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance policy shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

Claim-Made Insurance Coverage - If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

Additional Insured: The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

Subrogation: The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Primary Insurance: The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, or employees shall be excess and not contributory insurance.

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation: Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice shall include the Pima County project or contract number and project description.

Verification of Coverage:

Contractor shall furnish Pima County with certificates of insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Approval and Modifications:

The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

13. PERFORMANCE BOND: NONE**14. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:**

Contractor acknowledges that it incorporates the following solicitation addenda in its offer and this contract:

Addendum #	Date	Addendum #	Date	Addendum #	Date
#1	11/13/17	#3	11/30/17		
#2	11/22/17	#4	11/30/17		

15. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:

Is your firm SBE-certified as defined by the solicitation "Instruction to Offerors" section? Yes No (Select one)

If 'Yes', have you included your certification document? Yes No (Select one)

NOTE: If you do not submit the SBE Certification document with your bid, County will not apply the SBE Preference.

16. **BID/OFFER CERTIFICATION:**

CONTRACTOR LEGAL NAME: Matthews Specialty Vehicles, Inc

BUSINESS ALSO KNOWN AS: _____

MAILING ADDRESS: 101 S. Swing Road

CITY/STATE/ZIP: Greensboro, NC 27409

REMIT TO ADDRESS: 101 S. Swing Road

CITY/STATE/ZIP: Greensboro, NC 27409

CONTACT PERSON NAME/TITLE: Michelle Shupe, Account Executive

PHONE: 336 696 0701 FAX: 336 297 4674

CONTACT PERSON EMAIL ADDRESS: Mshupe@MSvehicles.com

EMAIL ADDRESS FOR ORDERS & CONTRACTS: Mshupe@MSvehicles.com

CORPORATE HEADQUARTERS ADDRESS: 2900 State Route 9 Ballston Spa NY 12020

WEBSITE: MSvehicles.com

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Procurement website for solicitation addenda and has incorporated all such addenda to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and County may not evaluate them. Contractor's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a PO document issued by the Pima County Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this solicitation. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, specifications that the solicitation defines or references, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents as listed in this Offer Agreement's "Other Documents" article.

SIGNATURE:  DATE: December 5 2017

Michelle Shupe, Account Executive
PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: 336 696 0701 Mshupe@MSvehicles.com

County Attorney Contract Approval "As to Form":

PIMA COUNTY STANDARD TERMS AND CONDITIONS**1. OPENING:**

Pima County ("County") will publicly open responses and will read each respondent's name, and if a Bid the amount, on the date and at the location defined in the *Invitation for Bid (IFB)* or *Request for Proposals (RFP)*. County will open proposals so as to avoid disclosure of the contents of any proposal to competing offerors during the process of negotiation. County invites all interested parties to attend the bid opening.

2. EVALUATION:

County will evaluate responses to determine which are most advantageous to County considering evaluation criteria, conformity to the specifications and other factors.

If County makes an award, County will enter into an agreement with the one or multiple respondent(s) that submitted the lowest responsive bid(s) that County determined to be responsible for supplying the required goods or services. Unless the Bid/Offer document specifies otherwise, County will determine the low/lowest bids considering the total bid amount.

County, at its sole discretion, reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with County or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in County Code Chapter 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the item quantity or eliminate any item of this solicitation prior to the award. County will base pricing evaluations on Contractor's pre-tax pricing.

3. AWARD NOTICE:

County will post a *Notice of Recommendation for Award* for IFB or RFP on the Procurement website for review. The Procurement Department will maintain a tabulation of responses.

4. AWARD:

Either the Procurement Director or the Board of Supervisors will make the award in accordance with the County Procurement Code. County reserves the right to reject any or all offers, bids or proposals or to waive irregularities and informalities in the best interest of County. Unless County expressly agrees otherwise, resulting contracts are not exclusive, are for the sole convenience of County, and County reserves the right to obtain like goods or services from other sources.

5. WAIVER:

Each offeror, by submission of an offer, bid or proposal waives any and all claims for damages against County or its officers or employees when County exercises any of its reserved rights.

6. ACKNOWLEDGEMENT AND ACCEPTANCE:

If Contractor's terms of sale are inconsistent with the terms of the resultant contract, the terms herein shall govern, unless County accepts Contractor's terms in writing. No oral agreement or understanding shall in any way modify this contract or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein shall constitute unqualified acceptance of the terms and conditions of the resultant contract.

7. INTERPRETATION, APPLICABLE LAW and VENUE:

The laws of the State of Arizona govern the interpretation and construction of this contract. Any action pursuant to this Contract must be filed and maintained in a court of the state of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, County's shall govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

8. WARRANTY:

Contractor warrants goods or services to be satisfactory and free from defects.

9. QUANTITY:

Contractor will not exceed or reduce the quantity of goods ordered without **written** permission from County in the form of a properly executed Master Agreement (MA), Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo (DOM) revision or amendment as required by County Procurement Code. All quantities are estimates and County provides no guarantee regarding actual usage.

10. PACKING:

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

11. DELIVERY:

On-time delivery of goods and services is an essential part of County's consideration. Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the contract so requires. Upon receipt of notification of delivery delay, County at its sole option and at no cost to County may cancel the order or extend delivery times, which extension of delivery time will be valid only if in writing by an authorized representative of County.

To mitigate or prevent damages caused by delayed delivery, County may require Contractor to deliver additional quantity utilizing express modes of transport, and or overtime, all costs to be Contractor's responsibility. County reserves the right to cancel any delinquent order, procure from alternate source, or refuse receipt of or return delayed deliveries, at no cost to County. County reserves the right to cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

County will not hold Contractor responsible for unforeseen delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides County immediate notice of delay.

12. SPECIFICATION CHANGES:

County has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

13. INSPECTION:

County may inspect or test all goods and services at their place of manufacture, destination or both. County will hold goods failing to meet specifications of the order or contract at Contractor's risk and may return them to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, County, at its sole discretion and without prejudice to County's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition will not be a waiver of that condition for subsequent shipments or deliveries.

14. SHIPPING TERMS:

Unless stated otherwise by the contract, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and Contractor is to include them in the Unit Price.

15. PAYMENT TERMS:

Payment terms are net thirty (30) days, unless the contract otherwise specifies.

16. ACCEPTANCE OF MATERIALS AND SERVICES:

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivered goods or services have met all specification requirements.

17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

In the event any item that Contractor furnishes in the performance of the contract fails to conform to the specifications thereof, or to the sample submitted by Contractor, County may reject same, and it thereupon becomes the duty of Contractor to reclaim and remove the same, without expense to County, and to immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse immediately to do so, County has the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to Contractor the difference between the price named in the Master Agreement or Purchase Order and the actual cost to County.

In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights of County to purchase in the open market and to invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event County cancels the Master Agreement, Purchase Order or associated orders, either in whole or in part, by reason of the default or breach by Contractor, Contractor will bear and pay for any loss or damage that County sustains in procuring any items which the Contractor agreed to supply. The rights and remedies of County provided above are not exclusive and are in addition to any other rights and remedies that the law or the contract provide.

18. FRAUD AND COLLUSION:

Each Contractor, by submission of a bid, certifies that no officer or employee of County or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the offer or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly falsely certify, or induce others to falsely certify to a greater amount of labor or to the receipt of a greater amount or different kind of material or supplies than Contractor has actually delivered to County. If County discovers at any time that Contractor has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer, then County will terminate any affected contract and that person or entity shall be liable for all damages that County sustains.

19. COOPERATIVE USE OF RESULTING CONTRACT:

As allowed by law, County has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements that County develops. Participating agencies may contact Contractor to provide services and products pursuant to the pricing, terms and conditions that the County Master Agreement or Purchase Order defines. The parties may make minor adjustments by agreement to accommodate additional cost or other factors not present in the County's agreement and to satisfy particular Public Agency code or functional requirements within the intended scope of the solicitation and resulting contract. Any such usage shall be in accordance with State, County and other Public Agency procurement rules, regulations and requirements and shall be between the requesting party and Contractor. Contractor holds harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use County contracts is available on the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of Pima County Contracts*.

20. PATENT INDEMNITY:

Contractor will indemnify, defend and hold County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Master Agreement, Purchase Order, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

21. INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Pima County, and its departments, districts, officials, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This indemnification will survive the termination of the above listed contract with the Contractor.

22. UNFAIR COMPETITION AND OTHER LAWS:

Responses must be in accordance with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.

23. COMPLIANCE WITH LAWS:

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona.

24. ASSIGNMENT:

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of County. County may withhold approval at its sole discretion, provided that County will not unreasonably withhold such approval.

25. CONFLICT OF INTEREST:

This contract is subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all County Master Agreements or Purchase Orders as if set forth in full therein.

26. NON-DISCRIMINATION:

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, Contractor must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

27. NON-APPROPRIATION OF FUNDS:

County may cancel this contract pursuant to A.R.S. § 11-251(42) if for any reason the County Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received.

28. PUBLIC RECORDS:

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

The Contractor agrees to waive confidentiality of any price terms.

29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:

Contractor must include costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products that Contractor will supply to County in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and Contractor will mark them as is practical, as the "Property of Pima County". If County so requests, Contractor will deliver a copy of the tooling and documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as County reasonably requests at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County had given Contractor reasonable time to respond to County's requests for support.

30. AMERICANS WITH DISABILITIES ACT:

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

31. NON-EXCLUSIVE:

Contracts resulting from this solicitation are non-exclusive and are for the sole convenience of County, which reserves the right to obtain like goods and services from other sources for any reason.

32. PROTESTS:

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be filed in accordance with the Pima County Procurement Code, Section 11.20.010.

33. TERMINATION:

County reserves the right to terminate any Master Agreement, Purchase Order, Delivery Order, Delivery Order Maximo or award, in whole or in part, at any time, without penalty or recourse, when in the best interests of County. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of County and Contractor must promptly deliver them to County. Contractor is entitled to receive just and equitable compensation for work in progress, work completed and materials that County has accepted before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 apply.

34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: Master Agreement, Delivery Order or Delivery Order Maximo, Purchase Order, offer agreement or contract attached to a Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo; these standard terms and conditions; any other solicitation documents.

35. INDEPENDENT CONTRACTOR:

The status of Contractor is that of an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under the County Merit System. Contractor is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes. Contractor is solely responsible for its program development and operation.

36. BOOKS AND RECORDS:

Contractor will keep and maintain proper and complete books, records and accounts; which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

37. COUNTERPARTS:

The parties may execute the Master Agreement or Purchase Order pursuant to this solicitation in any number of counterparts and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the Master Agreement and Purchase Order, the signed offer of Contractor and the signed acceptance of County are each considered an original and together constitute a binding Master Agreement, if they meet all other requirements for execution.

38. AUTHORITY TO CONTRACT:

Contractor warrants its right and power to enter into the Master Agreement or Purchase Order. If any court or administrative agency determines that County does not have authority to enter into the Master Agreement or Purchase

Order, County is not liable to Contractor or any third party by reason of such determination or by reason of the Master Agreement or Purchase order.

39. FULL AND COMPLETE PERFORMANCE:

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

40. SUBCONTRACTORS:

Contractor is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts Contractor may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

41. SEVERABILITY:

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract Subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article is the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay will be excusable delay for which Contractor is entitled to an extension of time, but not costs.

43. CONTROL OF DATA PROVIDED BY COUNTY:

For those projects and contracts where County has provided data to enable the Contractor to provide contracted services or products, unless otherwise specified and agreed to in writing by County, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by County during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to County or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

44. ISRAEL BOYCOTT CERTIFICATION:

Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the County up to and including termination of this Contract.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS

**Exhibit A: (8 pages)
Specifications for the 33' Mobile Medical Clinic Vehicle**

BIDDERS SHALL FILL IN THE FOLLOWING:

	<u>YES</u>	<u>NO</u>
33' Winnebago WFJ33S or equivalent:		
Base vehicle Width: Interior 94" minimum, maximum 98"	✓	—
dimensions: Exterior: 99" minimum, maximum 103"	✓	—
Height: Interior 84" minimum, maximum 90"	✓	—
Exterior (including A/C): 12'10" minimum, maximum 13'2"	✓	—
Length (exterior): 33'6" minimum, maximum 34'	✓	—
Interior (behind cab): 25' minimum, maximum 26'	✓	—
Wheelbase: 210" maximum	✓	—
Chassis Type: Ford F-53 Super Duty or Equivalent	✓	—
Alternator: 130 amp	✓	—
Axles: Front 7,500 lbs. capacity minimum. Rear 14,500 lbs. capacity minimum	✓	—
Gross Vehicle Weight: (GVWR) 22,000 lbs. minimum	✓	—
Batteries: 750 CCA or equivalent	✓	—
Brakes: Hydraulic, hydromax, 4-wheel ABS. Front: Disc 15.55" diameter Rear: Disc 15.55" diameter. Parking: Transmission mounted drum, foot apply, hand release.	✓	—
Engine: 6.8L SOHC Three-Valve Triton V10 or equivalent. 362 HP @ 4,275 RPM. 457 lb. ft. @ 3,250 RPM Electronic Throttle	✓	—
Frame: Ladder-type single channel, 50,000 psi steel 9.46 (full section channel, front to rear)	✓	—
Fuel tank: 80 gallon capacity minimum		
Instrumentation: Speedometer, odometer, tachometer, oil pressure, coolant temperature, fuel gauges, directional signal and high beam indicators, charge indicator, warning lamps.	✓	—
Suspension: Front: Monobeam axle w/multi-leaf Tapered springs Diameter heavy-duty track bar Bilstein shock absorber or equivalent Rear: Multi-leaf tapered springs 1.40" Diameter heavy-duty stabilizer bar Bilstein shock absorber or equivalent 5.38 axle ratio	✓	—
Tires: Single front and dual rear 235/80R 22.5g.	✓	—
Transmission: Torq-Shift five-speed automatic.	✓	—
Wheels: 22.5" x 7.5" Aluminum, Alcoa Dura-Bright (4) or equivalent; and 22.5" x 7" steel two (2) rear inner dual . Spare tire and wheel which must match existing rim and tires, and wheels, above (to be used anywhere on vehicle) and storage area hydraulic jack.	✓	—

Exhibit A: (continue)
Specifications for the 33' Mobile Medical Clinic Vehicle

BIDDERS SHALL FILL IN THE FOLLOWING:**YES NO**

Body Construction:	Backwall: Exterior Skin – aluminum sheet Exterior surface- aluminum sheet, interior surface - aluminum sheet Interior surface finish-vehicle liner vinyl altro transflor chroma quattro #TFCR1875-2275-2775 (floor must be able to be mopped and sterilized. No carpeting due to blood being drawn and possible spillage) or equivalent. One (1) entrance/exit door with a window. Window will need to be tinted For privacy due to HIPAA. Main door will include a deadbolt latch Integrated with main latch and a plastic t-type door holder. The latch and Lock assembly, rotary type, with integrated deadbolt. 4" mop board of color equivalent to vinyl for to be installed throughout the vehicle except for drivers cabin area.	✓ —	— —
Floor, Main:	Solid Plywood, exterior surface – unfinished plywood Front end structure: steel structure is designed for front engine removal Roof, exterior surface: curved fiberglass sheet, one-piece. Roof, interior ceiling: Hard parchment, one-piece. Sidewall: exterior Skin-Fiberglass, smooth, one-piece high gloss. Vetrolite or equivalent. Valance Panels: Integrated storage doors.	✓ —	— —
Body Openings Compartments:	Battery-Located in the entrance door stepwell area. Storage, vinyl bottom and back laminated compartments or removal trunk liner carpet due to cleaning and sterilization needs. The color should be Altro Transflor Chroma Quattro #TFCR1875-2275-2775, 086" (2.2mm) Thick, with a minimum of a ten (10) year warranty, or equivalent.	✓ —	— —
Doors:	One (1) Entrance/Exit door with window. Main door will include a deadbolt latch integrated with main latch and a plastic t-type door holder. The latch and lock assembly, rotary type, with integrated deadbolt. Door will include a double electric step with door jams switch.		
Assist Handles:	Surface mount, non-lighted acrylic.	✓ —	— —
Bumper:	Front: Integrally molded into front cap. Includes steel reinforcement. Rear: Integrally molded into rear cap.	✓ —	— —
Grille:	Integrally molded into front cap.	✓ —	— —
Hood:	Single panel, hinge down, provides access for service points.	✓ —	— —
Front Cap:	Lower and upper molded fiberglass cap.	✓ —	— —
Exterior Back Wall:	Back wall Exterior Skin – Full on-piece fiberglass rear cap.	✓ —	— —
Brake Lights:	Two (2) high mounted, low profile surface mounted. Functions as an auxiliary stop light. Two (2) rear taillights along With a rear single bar top light, functions as an auxiliary stop light.	✓ —	— —
Wheel Well:	Molded plastic.	✓ —	— —
Mud Flaps:	Two (2) Rear.	✓ —	— —
Driver and Passenger Area:	Automotive heater/air conditioner – blend air system. Front overhead storage cabinet with doors. Instrument panel window, driver door, power raise/lower, slider with screen passenger full slider with screen, stationary upper vista, window with darker tint. Windshield, laminated safety glass. Windshield wipers intermittent with single motor and pantograph arms.	✓ —	— —

Exhibit A: (continue)**Specifications for the 33' Mobile Medical Clinic Vehicle****BIDDERS SHALL FILL IN THE FOLLOWING:****YES NO**

Flooring vinyl for easy cleaning/sterilization **with the exceptions of cab Area. Cab area can be a spray on liner such as Rhino lining or equivalent.** The color, **with the exceptions of the cab area** should be Altro Transflor Chroma Quattro #TFCR1875-2275-2775, 086" (2.2mm). Thick, with a minimum of a ten (10) year warranty, or equivalent. Convenience tray over engine cover. Courtesy light located on the inside door panel. Door, driver's cab entry two (2) exterior steps are integrated into the driver's wheel lip. Light, map, individual driver/passenger, mirrors, exterior – low mount, electric remote with defrost. Vinyl motor cover. The color should be Altro Transflor Chroma Quattro #TFCR1875-2275-2775, 086" (2.2mm) Thick, with a minimum of ten (10) year warranty, or equivalent. Power assist steering with tilt wheel. Driver/passenger seats two (2) multi-position armrests, vinyl color should be Boltaflex-Vista-Blue Moon #514977 or equivalent, high back, adjustable multi recline Mechanism, manual remote controls, manual swivel/slide pedestal, 3-point adjustable seat belts, steering wheel, two (2) manual sun visors workstation in dash

✓
— —

Generator: One (1) 17kw ADI Gasoline Generator to be installed or equivalent. Generator fuel line will be tied into the existing chassis fuel tank. This fuel line will be installed approximately ¼ off the bottom of the fuel tank. This is to assure the chassis fuel tank cannot be run out of fuel totally. General generator installation shall be in full accordance with manufacturer's recommendation including any air flow restrictions associated with the installation method.

✓
— —

Generator Controls: Generator start, stop switch shall be located in the front interior of vehicle. Grille, aluminum extruded assembly. Hood single panel, hinge down, and provides access for service points.

✓
— —

Air Conditioning: Three (3) 13,500 BTU roof mounted Coleman air conditioner, 110-Volt, or equivalent. Roof section to be reinforced where air conditioner is to be mounted.

✓
— —

Instrumentation /Accessories: 12 VDC receptacle located in the passenger side trim panel, start circuit, cigarette lighter/12VDC electrical supply, cruise control integrated into turn signal lever, dual battery charge control (automatic), gauge, cluster, analog display (English), headlight control switch – high/low (turn signal lever), lamps, daytime running (DRL), monitor system rearview cable ready. AM/FM/CD Radio with remote, includes weather band, satellite ready, roof mounted flexible rubber radio antenna radio power switch

✓
— —

Safety Features: Carbon monoxide detector, smoke detector, fire extinguisher 10 BC, surface mount.

✓
— —

Leveling System: Hydraulic leveling system will be installed.

✓
— —

Walls: Interior walls will be pre-laminated walls. Seams will be trimmed with "T" molding. All seams should be evenly spaced (no more than 1/8" apart) and screws along the seams must be covered by the "T" molding. Wall and T molding color should be a tan or beige.

✓
— —

Conversion Package: See Exhibit A1-A2
Cabinetry – Construction
All interior cabinets shall be constructed using cabinet grade, hardwood veneer plywood covered with high impact Wilsonart Nepal Teak #7209 laminate, or equivalent. Counter tops color should be Wilsonart Lapis Blue #D417 or equivalent. An electronic version of the exterior and interior blueprints must be included at time of delivery. -Interior cabinetry shall be constructed from pre-engineered components produced by a CNC router, with accuracy to design of +/- .002". Component design files shall be kept

Exhibit A: (continue)
Specifications for the 33' Mobile Medical Clinic Vehicle

BIDDERS SHALL FILL IN THE FOLLOWING:**YES NO**

by the Contractor for a minimum of fifteen (15) years to allow for identical filed replacement should such become necessary. All cabinet components shall be identified with a UPC bar code and written description to additionally facilitate this requirement.

All exposed edges shall have a 3mm, hardened PVC edgeband **T molding** applied to ensure durability and superior aesthetical qualities. Banding shall be applied using AD-20, EVA Ethylene-Vinylacetate based adhesive or equivalent and using only machinery. Storage-Storage cabinets will be constructed according to final floorplan (attached). Drawers and cabinets will include Southco flush mounted latch.

Electrical System:**AC Electrical System:**

Shall be 120/240 VAC System rated for anticipated conversion load. System shall include a 125A rated distribution panel configured with UL listed type magnetic/hydraulic circuit breakers. Circuit breakers shall be sized per component manufacturer's recommendation or to 125% of anticipated load. System shall be wired using EPM 12 gauge, 3-conductor (12/3), 600V rated, UL approved, multi-stranded boat cable. All wiring shall be color-coded: black=hot, white=neutral and green=ground. Additionally, wiring shall be labeled with machine-generated, self-laminating labels, listing circuit number and/or designation at all termination points. All wiring shall adhere to applicable NEC and FMVSS regulations. Wiring shall be supported on 12" centers with insulated, non-conductive clamps. Wire bundles shall be tied with trimmed nylon ties. Extreme care shall be taken to prevent chafing, abrasion, and exposure to high heat. Wiring run in external areas shall be encased in conduit to further protect against damage. Eight (8) Duplex receptacles shall be determined during the pre-construction process. ~~One (1)~~ **Two (2) 15 AMP GFCI** – Exterior with weather resistant covers **installed one (1) on each end of the mobile clinic.**

DC Electrical System:

Shall be a 12VDC, negative ground system rated for anticipated conversion load. System shall include distribution panel(s) using Type 1 automatic reset circuit breakers unless connected component manufacturers specifications require other. All added circuits shall be protected from over current by circuit breakers rated for a minimum of 125% of anticipated load. Circuit breaker functions shall be clearly designated by printed labels. Wiring shall be labeled with machine generated, self-laminating labels, listing circuit number and/or designation at all termination points. Auxiliary battery system shall include one (1) Interstate Group 31 deep-cycle battery mounted in an exterior compartment (or suitable alternative) and one (1) 65A, three-stage, fully regulated battery charger wired to the generator and/or shore cord. Battery charger must be fully regulated to prevent battery overcharging. Charging system shall include provisions for automatic and manual battery bank merging to provide redundant battery power for vehicle and generator starting. System shall provide battery isolation during operation periods when the vehicle engine is not running to prevent depletion of both battery systems.

Wiring Requirements:

All high-current battery cabling shall utilize full-length cable runs sized to load; splices are not acceptable. Terminal ends shall be crimped with manufacturer recommended tooling and sealed using color-coded wrap. -All added wiring for 12 VDC load runs shall be AWG 8, 10, 12, and 14, and conform to MIL-W-1678D type D. Wire terminals used shall conform to MIL-T-7928. Terminals shall be insulated with insulation grip, Type II, Class 2, and crimped with tooling recommended by manufacturer. All added wiring shall be supported on 12" centers and bundles shall

Exhibit A: (continue)
Specifications for the 33' Mobile Medical Clinic Vehicle

BIDDERS SHALL FILL IN THE FOLLOWING:**YES NO**

be tied with trimmed nylon ties. Entire system shall be installed to modern US automotive standards using best practices available at time of installation. Plastic grommets and/or dielectric sealants shall be used to protect wiring and/or looms where they pass through sheet metal, bulkheads, or structural supports. Convoluted polyethylene tubing shall be used to protect against chafing and abrasion where required. Extreme care shall be exercised to provide for easy serviceability of the system in future years. Extreme care shall be taken to avoid the engine manifold, engine exhaust, muffler, or any high-heat items that may subject the wiring to severe overheating during long periods of operation. These shall be the minimum acceptable wiring standards.

✓ —

Floor Covering: Install Altro Transflor Chroma Quattro #TFCR1875-2275-2775 floor covering throughout vehicle, or equivalent.

✓ —

Floorplan: Custom floorplan designed and engineered using Computer Aided Drafting (CAD) technology. Floorplan will be provided on size B paper and designed in 3/8" scale.

✓ —

HVAC

Thermostat: Three (3) wall mounted thermostats. Three (3) 1500-watt base board heaters.

✓ —

Interior

Intake Area - One (1) privacy curtain (close-off cab area) with bungee securement or an equivalent to hold in place when not in use, color should be blue; One (1) staff refrigerator (3.6 cu ft. – Norcold) or equivalent; reception desk with Pencil drawer; One (1) Steno chair with bungee securement or equivalent to hold in place when not in use, color should be ~~Beltaflex Vista Blue Moon #514977~~ or equivalent; Bench seating with storage below, color should be ~~Beltaflex Vista Blue Moon #514977~~ or equivalent

Lab area - Custom Cabinetry; Work Station with pencil tray; Steno chair w/bungee securement, color should be ~~Beltaflex Vista Blue Moon #514977~~ or equivalent; One (1) stainless steel sink with gooseneck faucet; One (1) Summit #FF6LBI medical refrigerator (or equivalent); One (1) Paper Towel dispenser, mounted; One (1) Hand Soap dispenser, mounted; One (1) Phlebotomy Blood Chair, secured to floor, color should be ~~Beltaflex Vista Blue Moon #514977~~ or equivalent; One (1) Sharps Container w/glove box dispenser, mounted

Rear Exam area - Custom cabinetry; custom exam bed w/storage below, ~~intensa-420 with stirrups, or equivalent, secured to floor color should be will be determined after award Beltaflex Vista Blue Moon #514977;~~ the exam bed storage below should consist of three (3) drawers; two (2) swing door cabinets w/adjustable shelves with latch to secure during transport; paper roll dispenser, mounted to head of exam table; One (1) Welch Allen 767 Wall set or equivalent, mounted; One (1) Physician Stool Ritter #270 or equivalent with bungee securement or an equivalent to hold in place when not in use, color should be ~~Beltaflex Vista Blue Moon #514977, or equivalent;~~ One (1) Stainless Steel sink with gooseneck faucet; One (1) Paper towel dispenser, mounted; One (1) Hand Soap dispenser, mounted; One (1) Pocket Door with latch to secure during transport.

Private Counseling Room - Two (2) Pocket Doors with latch to secure during transport; Two (2) Bench Seats with storage below, color should be ~~Beltaflex Vista Blue Moon #514977, or equivalent;~~ One (1) Flip down table top with latch to secure during transport; Brochure racks, mounted.

✓ —

Lighting **Twelve (12) 12-VOLT LED dome lights throughout the interior. Each room must Have a minimum of one (1) dome light to illuminate work area. Two (2)**

Interior: 120-volt LED light fixtures installed the full length of both sides of the roof.

✓ —

Exhibit A1
Large Mobile Clinic

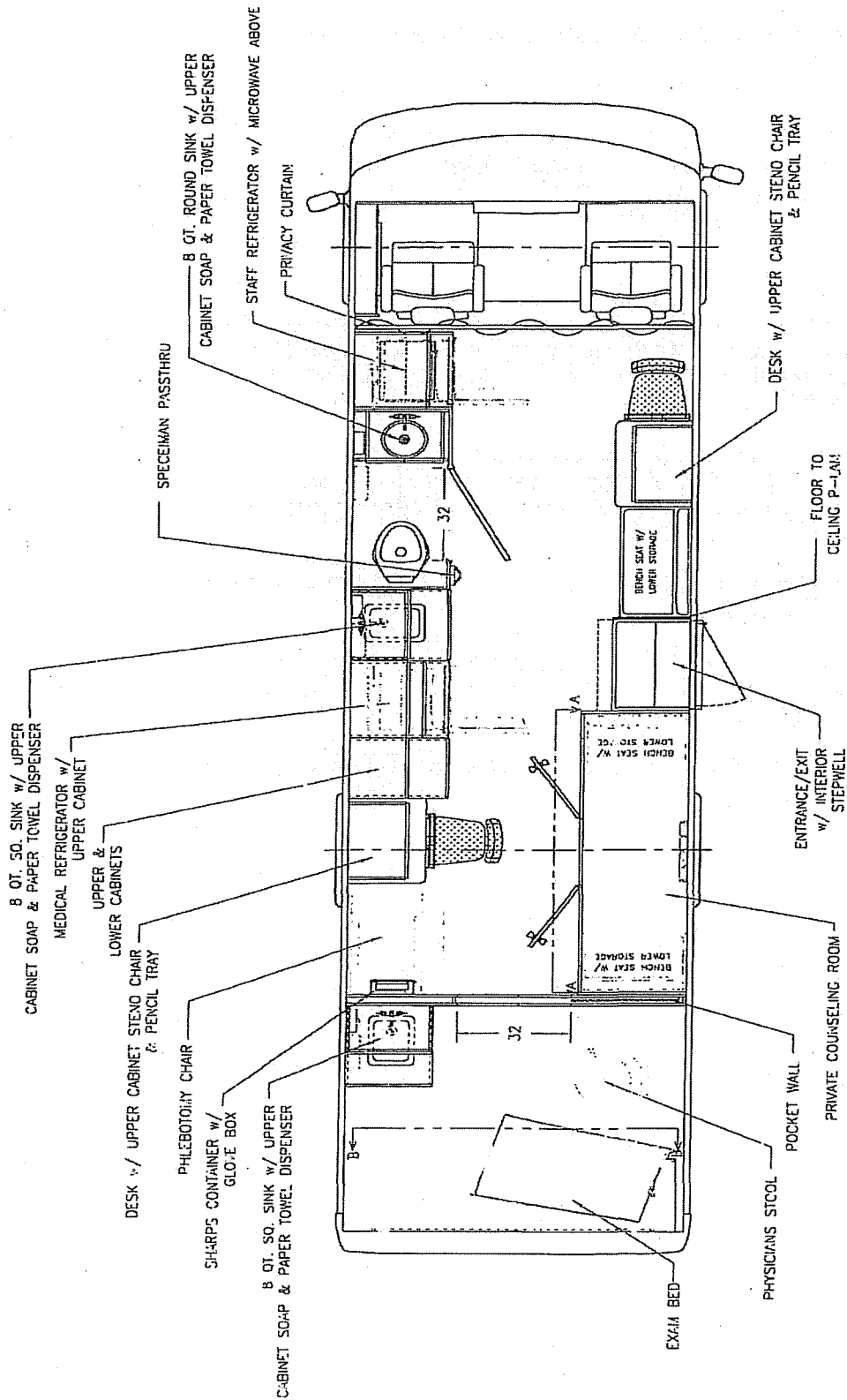


Exhibit A: (continue)
Specifications for the 33' Mobile Medical Clinic Vehicle

BIDDERS SHALL FILL IN THE FOLLOWING:

		<u>YES</u>	<u>NO</u>
Lighting			
Exterior:	One (1) Scene lights mounted at the topside of entry door.	✓	___
Paint:	Vehicle comes with factory color base white.	✓	___
Plumbing:	12 Volt water pump, one (1) Insta-Hot, one (1) 10 ft. dump hose with adapter. 50 gallon fresh water tank with heater and monitor. 55 gallon black water tank with heater and monitor. 25 gallon gray water tank with heater and monitor.	✓	___
Restroom:	A restroom will be constructed according to floorplan. 12V exhaust fan, Sealand toilet or equivalent, vanity cabinet with latch to secure during transport, stainless steel sink with gooseneck faucet, paper towel dispenser, mounted, toilet paper dispenser, mounted, hand soap dispenser, mounted, specimen pass-thru door, mirror.	✓	___
Safety Equipment:	Heavy-duty rubber covered 120/240-volt shoreline cord to be provided, 50' length minimum. Transfer switch to prevent simultaneous use of generator and shoreline cord will be located in interior front of vehicle.	✓	___
Stereo:	Six (6) interior speakers and one (1) volume control will be installed to existing cab radio.	✓	___
Awning:	Install a 15' electric A&E Domestic Weatherproof Awning, or equivalent, on curbside of the vehicle. The color should be Sunbrella Pacific Blue #4601-0000, or equivalent.	✓	___
Ramp:	ADA stairs/ramp with under carriage slide for wheel chair accessibility	___	___

Exhibit A2
Large Mobile Clinic

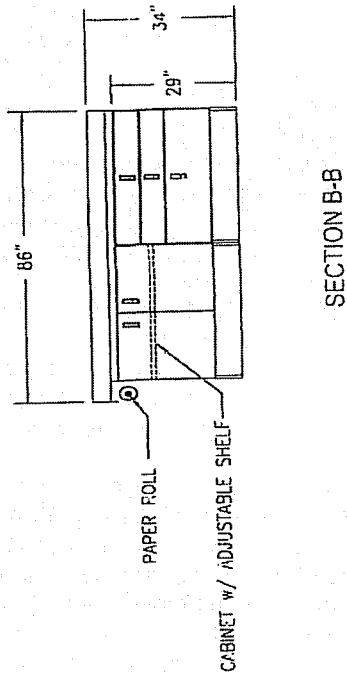
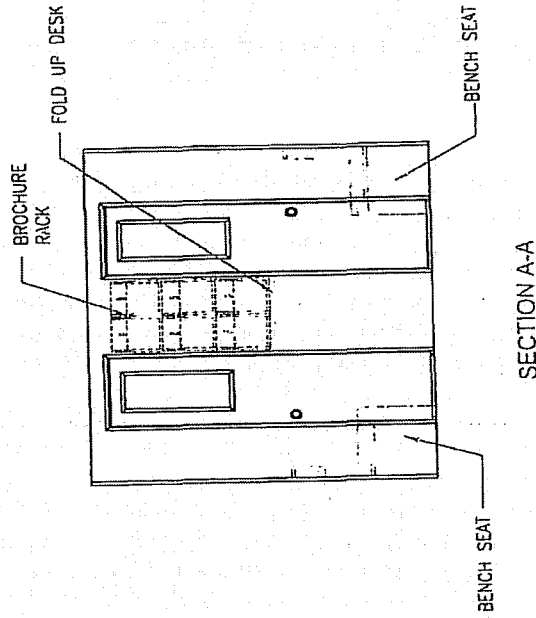


Exhibit B: (6 page)**Specifications for the 24' Mobile Medical Clinic Vehicle****BIDDERS SHALL FILL IN THE FOLLOWING:****YES NO**

24' Mercedes Benz Sprinter Model 3500 – 170WB, or equivalent

Base Vehicle: Wheelbase 168" minimum, maximum 175". Gross vehicle weight minimum of 11,000 pounds. ~~Gasoline~~ diesel engine 307L TIVCT V6 or equivalent. 5 speed automatic Transmission. White exterior, interval wipers, driver and passenger seats vinyl to match interior, color should be Boltflex Vista Blue Moon #514977, or equivalent. Wheels 16" x 5.5", tires LT 215/85R16 with black side wall, full size spare tire and wheel to match what is placed on vehicle. Storage area and hydraulic jack. Spare tire can be mounted to one of the rear doors with hard wheel cover. Driver and passenger airbags, front and rear OEM bumpers, power side mirrors.

✓

Conversion Package: See Exhibit B1-B3
All interior cabinets shall be constructed using cabinet grade, hardwood veneer plywood covered with high impact Wilsonart Nepal Teak #7209 laminate, or equivalent. All countertops should be Wilsonart Lapis Blue #0417 or equivalent. An electronic version of the exterior and interior blueprints must be included at time of delivery. Interior cabinetry shall be constructed from pre-engineered components produced by a CNC router, with accuracy to design of +/- .002". Component design files shall be kept by the Contractor for a minimum of 15 years to allow for identical filed replacement should such become necessary. All cabinet components shall be identified with a UPC bar code and written description to additionally facilitate this requirement. All exposed edges shall have a 3mm, hardened PVC edgeband applied to ensure durability and superior aesthetical qualities **T-molding instead of edge banding for all exposed edges of cabinetry.** Banding shall be applied using AD-20, EVA Ethylene-Vinylacetate based adhesive or equivalent and using only machinery. Storage-Storage cabinets will be constructed according to final floorplan (attached). Drawers and cabinets will include Southco flush mounted latches, or equivalent.

✓

Electrical System: **AC Electrical System:**
Shall be 120/240 VAC System rated for anticipated conversion load. System shall include a 125A rated distribution panel configured with UL listed type magnetic/hydraulic circuit breakers. Circuit breakers shall be sized per component manufacturer's recommendation or to 125% of anticipated load. System shall be wired using EPM 12 gauge, 3-conductor (12/3), 600V rated, UL approved, multi-stranded boat cable. All wiring shall be color-coded: black=hot, white=neutral and green=ground. Additionally, wiring shall be labeled with machine-generated, self-laminating labels, listing circuit number and/or designation at all termination points. All wiring shall adhere to applicable NEC and FMVSS regulations. Wiring shall be supported on 12" centers with insulated, non-conductive clamps. Wire bundles shall be tied with trimmed nylon ties. Extreme care shall be taken to prevent chafing, abrasion, and exposure to high heat. Wiring run in external areas shall be encased in conduit to further protect against damage. Eight (8) Duplex receptacles shall be determined during the pre-construction process. -One (1) **Two (2) 15 Amp GFCI** exterior with weather resistant covers **installed one (1) on each end of the mobile clinic.**

DC Electrical System:

Shall be a 12VDC, negative ground system rated for anticipated conversion load. System shall include distribution panel(s) using Type 1 automatic reset circuit breakers unless connected component manufacturers specifications require other. All added circuits shall be protected from over current by circuit breakers rated for a minimum of 125% of anticipated load. Circuit breaker functions shall be clearly designated by printed labels. Wiring shall be labeled with machine-generated, self-laminating labels, listing circuit number and/or designation at all termination points. Auxiliary battery

Exhibit B: (continue)
Specifications for the 24' Mobile Medical Clinic Vehicle

BIDDERS SHALL FILL IN THE FOLLOWING:**YES** **NO**

system shall include one (1) Interstate Group 31 deep-cycle battery mounted in ~~an exterior~~ **the interior engine** compartment (or suitable alternative) and one (1) 65A, three-stage, fully regulated battery charger wired to the generator and/or shore cord. Battery charger must be fully regulated to prevent battery overcharging. Charging system shall include provisions for automatic and manual battery bank merging to provide redundant battery power for vehicle and generator starting. System shall provide battery isolation during operation periods when the vehicle engine is not running to prevent depletion of both battery systems.

Wiring Requirements:

All high-current battery cabling shall utilize full-length cable runs sized to load; splices are not acceptable. Terminal ends shall be crimped with manufacturer recommended tooling and sealed using color-coded wrap. All added wiring for 12 VDC load runs shall be AWG 8, 10, 12, and 14, and conform to MIL-W-1678D type D. Wire terminals used shall conform to MIL-T-7928. Terminals shall be insulated with insulation grip, Type II, Class 2, and crimped with tooling recommended by manufacturer. All added wiring shall be supported on 12" centers and bundles shall be tied with trimmed nylon ties. Entire system shall be installed to modern US automotive standards using best practices available at time of installation. Plastic grommets and/or dielectric sealants shall be used to protect wiring and/or looms where they pass through sheet metal, bulkheads, or structural supports. Convoluted polyethylene tubing shall be used to protect against chafing and abrasion where required. Extreme care shall be exercised to provide for easy serviceability of the system in future years. Extreme care shall be taken to avoid the engine manifold, engine exhaust, muffler, or any high-heat items that may subject the wiring to severe overheating during long periods of operation. These shall be the minimum acceptable wiring standards.

✓ —

Floor Covering: Install commercial-grade Altro Transflor Chroma Quattro #TFCR 1875-2275-2775, floor covering throughout vehicle, or equivalent.

✓ —

Floorplan: Custom floorplan designed and engineered using Computer Aided Drafting (CAD) technology. Floorplan will be provided on size B paper and designed in 3/8" scale. An electronic version of the exterior and interior blueprints must be included at time of delivery.

✓ —

Generator: Powertech minimum ~~7kw~~ **3Kw** generator. Generator fuel line will be tied into the existing chassis fuel tank. This fuel line will be installed approximately 1/4 off the bottom of the fuel tank. This is to assure the chassis fuel tank cannot be run out of fuel totally. General generator installation shall be in full accordance with manufacturer's recommendation including any air flow restrictions associated with the installation method.

✓ —

Generator Controls: Generator start, stop switch shall be located in the front interior of vehicle.

HVAX Air Conditioning: One (1) 13,500 BTU roof mounted Coleman air conditioner, 110-Volt, or equivalent; Roof section to be reinforced where air conditioner is to be mounted; Heaters-One (1) 1500-watt base board heaters; Thermostat internal controlled individually on the unit.

✓ —

Insulation: Ceiling and sides shall be insulated with ~~spray foam insulation or equivalent~~ to approximately 2" thick and a minimum rating of 14 R-value.

✓ —

Interior Layout: The interior will be laid out, two (2) Phlebotomy chairs with bungee securement or an equivalent to hold in place when not in use. Color should be ~~Beltaflex Vista Blue Moon #514977~~, or equivalent. Two (2) Hand sanitizer

Exhibit B: (continue)
Specifications for the 24' Mobile Medical Clinic Vehicle

BIDDERS SHALL FILL IN THE FOLLOWING:

		<u>YES</u>	<u>NO</u>
	dispensers, mounted. Two (2) Privacy Curtains with bungee securement or an equivalent to hold in place when not in use. Color should be blue. Custom cabinetry, six (6) flip-up upper cabinets. Two (2) desks, pencil tray steno chair with bungee securement, steno chair color should be Boltaflex Vista-Blue-Meen #514977, or equivalent. Three (3) filing cabinets. Four (4) cabinets with swing doors and adjustable shelves, with latches to secure during transport, one (1) drawer. Lighting Interior must be LED, six (6) 4" round LED lights (under cabinetry – Driver side). Six (6) LED Duraflame	✓	—
Base Cabinet:	36" base cabinet with 2 doors on passenger side of vehicle over interior wheel well.	✓	—
Refrigerator:	Summit FF7LBMED-DT 5.5 cubic foot, digital or equivalent.	✓	—
Portable Water System:	Stainless Steel sink with rocket pump and gooseneck faucet. 10 gallon fresh water bottle. 10 gallon grey water bottle.	✓	—
Safety Equipment:	One (1) back-up color camera. One (1) carbon monoxide detector. One (1) smoke detector. One (1) 10lb. BC fire extinguisher. One (1) first aid Kit. One (1) set of reflective triangles, minimum of five (5) in a set. Convex Mirrors for blind spots. Heavy-duty rubber covered 120/240-volt shoreline cord to be provided, 50' length minimum. Transfer switch to prevent simultaneous use of generator and shoreline cord will be located in interior front of vehicle.	✓	—
Ventilation:	Install a reversible 12-volt fantastic vent.	✓	—
Walls:	Interior walls will be pre-laminated walls FRP material in white color. Seams will be trimmed with "T" molding. All seams should be evenly spaced (no more than 1/8" apart) and screws along the seams must be covered by the "T" molding. Wall and "T" molding color should be a tan or beige white.	✓	—
Awning:	Install a 10' electric A&E Domestic Weatherproof Awning, or equivalent, on curbside of the vehicle. The color should be Sunbrella Pacific Blue #4601-0000, or equivalent.	✓	—
Ramp:	ADA stairs/ramp with under carriage slide for wheel chair accessibility.	—	—
Doors:	Passenger side sliding door with no window or two (2) rear doors with windows with Suntek high performance 5% limo tint per requirements for HIPPA or equivalent.	✓	—
Interior Ceiling:	Ceiling will be covered with 1/2" plywood then covered with .075" FRP panel. Ceiling will be covered with one continuous sheet and no seams will be allowed.	✓	—

Exhibit B1 Small Mobile Clinic

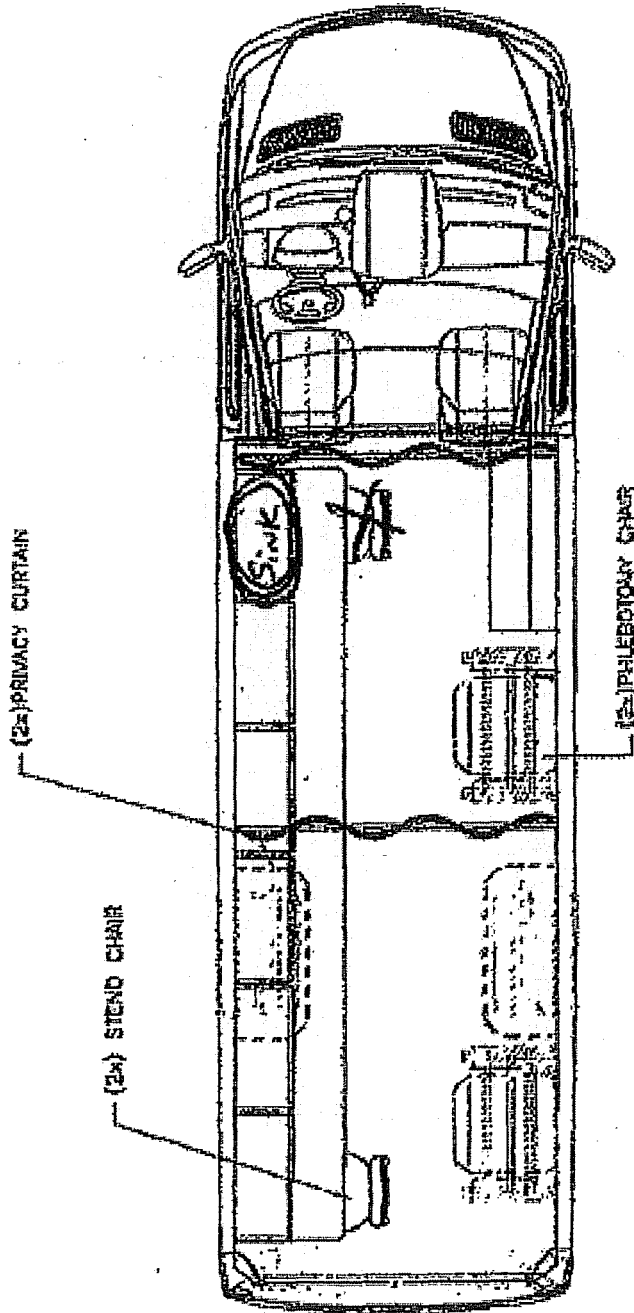


Exhibit B2
Small Mobile Clinic

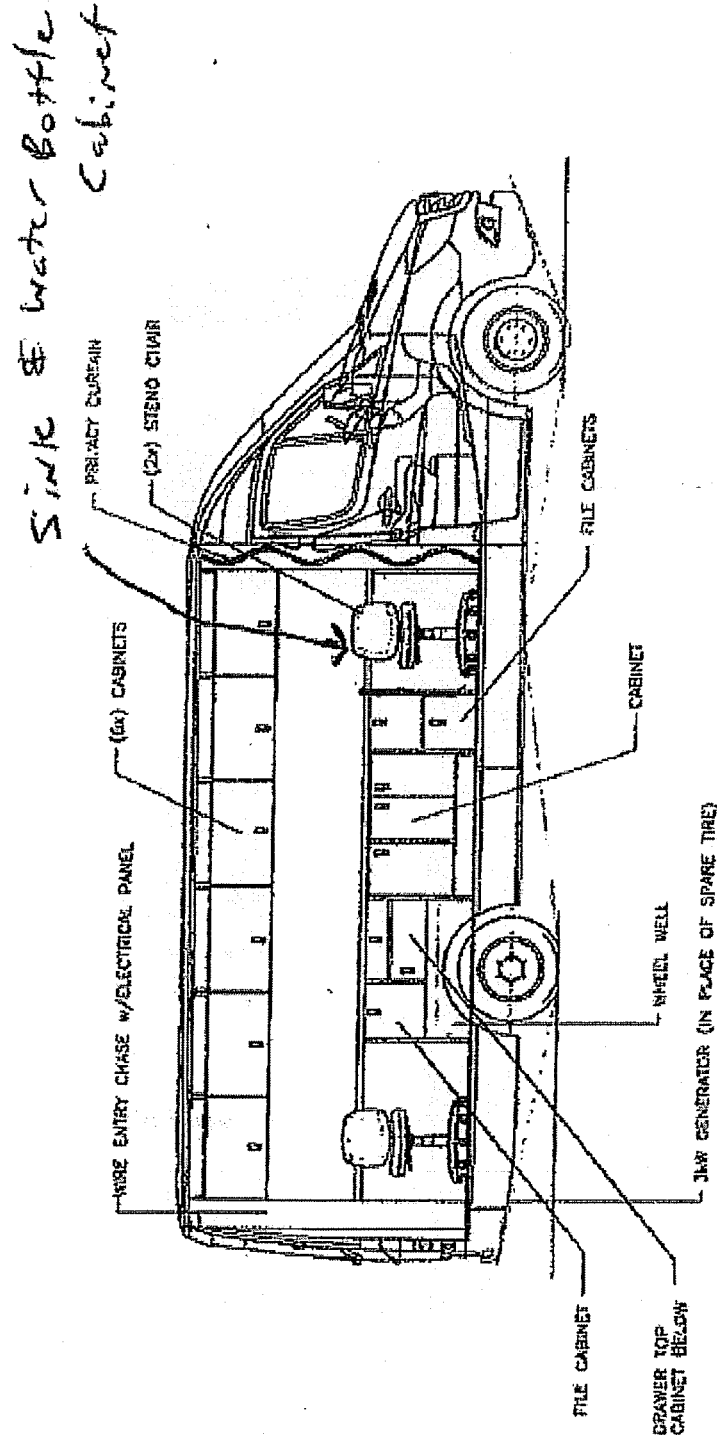


Exhibit B3 Small Mobile Clinic

